

**ALASKA COURT SYSTEM (ACS)**  
**Nesbett Courthouse Spectator Seating Upgrades**  
**Project #ANC-C-25-0008**

**Issue ITB Date:** **May 5, 2025**

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

**Submittal Address:** Alaska Court System  
Attn: Facilities Dept. – Hanna Humphries  
820 West 4<sup>th</sup> Avenue  
Anchorage, AK 99501  
Phone: 907-264-0427  
Fax: 907-264-8296  
Email: [hhumphries@akcourts.gov](mailto:hhumphries@akcourts.gov)

**Response Due Date:** **June 16, 2025 @ 12:00 PM AKST**

**Virtual Pre-Bid Meeting:** **The virtual pre-bid meeting for this project will be held via Teams on Tuesday May 22, 2025 @ 2:00 PM AKST.** All questions, concerns, or clarifications regarding the project must be emailed to Hanna Humphries at [hhumphries@akcourts.gov](mailto:hhumphries@akcourts.gov). Keep in mind that an oral response to a question at the site inspection is not binding on the Alaska Court System (ACS). After the site inspection the ACS will distribute to all prospective bidders an addendum listing the questions asked and the court system's official responses. The cut-off date for contractor questions is 4 calendar days before the bid date.

**Questions:** Hanna Humphries, Leasing & Contracts Manager  
Office: 907-264-0427 ; Email: [hhumphries@akcourts.gov](mailto:hhumphries@akcourts.gov)

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

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

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

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**Index of Attachments to this ITB:**

**Specifications:**

- Section 00100 – Instruction to Bidders
- Section 00300 – Bid Schedule
- Section 00410 - Bid Bond
- Section 00510 – Agreement Between Owner and Contractor
- Section 00700 – General Conditions
- Section 01010 – Summary of Work
- Section 01740.1 - Certificate of Substantial Completion form
- Section 01740.2 - Affidavit of Payment of Debts and Claims and Release of Liens Section
- Section 01740.3 - Warranty of Work form
- Certificate of Compliance
- Request for Criminal Justice Information Form
- Veteran's Preference Affidavit
- Nesbett Courthouse Spectator Bench Replacement Memo

# ALASKA COURT SYSTEM (ACS)

## Nesbett Courthouse Spectator Seating Upgrades

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#### SECTION 00100 – INSTRUCTIONS TO BIDDERS

1. **DEFINITIONS:** Wherever in the Contract Documents the following terms, or pronouns in place of them, are used, the intent and meaning, unless a different intent or meaning is clearly indicated, shall be interpreted as set forth below. The titles and headings of the Sections, Subsections and Articles herein are intended for convenience of reference and shall not be considered as having bearing on their interpretation.

**Bid** is the response submitted by a Bidder.

**Bidder** is defined as the respondent to the ITB.

**Contract Documents** - The Contract form, Addenda, the bidding requirements and Contractor's Bid, the bonds, the Conditions of the Contract and all other Contract requirements, the Specifications, and the Drawings Furnished by the Owner to the Contractor, together with all Change Orders and documents approved by the Contracting Officer for inclusion, modifications and supplements issued on or after the Effective Date of the Contract.

**Day** is a calendar day. Unless noted otherwise.

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

**Work** - Work is the act of, and the result of, performing services, furnishing labor, furnishing and incorporating materials and equipment into the Project and performing other duties and obligations, all as required by the Contract Documents. Such Work, however incremental, will culminate in the entire completed Project, or the various separately identifiable parts thereof.

2. **PROCUREMENT GUIDELINES:** This procurement is issued under the ACS Procurement Guidelines, adopted by the administrative director of the ACS effective September 25, 2013. Copies of the Procurement Guidelines are available without charge from the Anchorage Court System, Facilities Office, 820 4th Ave, Anchorage, Alaska 99501, telephone 264-0427. In case of conflict between this document and the ACS Procurement Guidelines, the ACS Procurement Guidelines shall prevail.
3. **AVAILABILITY OF CONTRACT DOCUMENTS:** Contract Documents are available in electronic format from Hanna Humphries, Leasing & Contracts Manager, at [hhumphries@akcourts.gov](mailto:hhumphries@akcourts.gov) or at 907-264-0427.
4. **AMENDMENT, EXTENSION, OR CANCELLATION:** The ACS may amend, extend, or cancel this ITB as provided in the Procurement Guidelines.
5. **COMPLETENESS OF CONTRACT DOCUMENTS:** The submission of a bid is a representation that the Bidder has examined the Contract Documents to make certain that all sheets and pages were provided, that the Bidder has examined the Property/Facility where the work will be performed, that the Bidder is knowledgeable as to the conditions to be encountered in performing the Work, and that the Bidder understands the work to be performed.
6. **TIMELINESS OF BID:** The cut-off date for contractor questions is 4 calendar days before the bid Date. It is the responsibility of the Bidder to ensure that the Bid and any Bid modifications are received by the Contracting Officer before the scheduled bid opening time. Late bids, including bids mis-delivered to other ACS divisions, shall not be accepted.
7. **RESPONSIVENESS OF BIDS:** Bids with minor informalities shall be considered responsive and accepted if the Contracting Officer determines that acceptance is in the best interest of the ACS. Minor informalities are matters of form rather than substance, or insignificant mistakes that can be waived or corrected without prejudice to other bidders; that is, the effect on price, quantity, quality, delivery, or contractual conditions is negligible. Unbalanced bids (bids that do not reasonably allocate prices among the various bid items) will be

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rejected as nonresponsive if the unbalance is detrimental to the ACS.

8. **REJECTION OF BIDS:** The ACS may reject any and all bids. A bid shall be rejected if it does not conform in all material respects to the requirements of the ITB or is otherwise determined to be non-responsive.
9. **DOCUMENTS REQUIRED FOR BID:** Bidders must submit the items described on the first page of this solicitation properly completed and executed no later than the Bid Response Due Date and Time. Bids not including all of the items listed on the first page of this solicitation may be rejected.

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

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

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

11. **BID OFFERS:**
- A. Bids made in response to this ITB shall be good and firm for a period of 60 days from the date of bid opening.
- B. All offers and acceptance resulting from this ITB are limited to the terms and conditions contained in this document and its attachments.
12. **BID CONSIDERATION BY ACS:** As soon as practicable after the Response Due Date and time specified above, the Alaska Court System will review all bids and evaluate them for award.
13. **BID AWARD:** The bid award shall be made to the lowest responsible and responsive Bidder whose Bid conforms in all material respects to the requirements and criteria set out in this Invitation to Bid. The sum of the Total Basic Bid plus any Alternates Awarded governs for purpose of determining low Bidder. Award will be made subject to availability of funds. The Alaska Court System reserves the right to award some, none, or all of Base Bids and/or Alternates in any order in the best interest of the Alaska Court System. Bid amounts for alternates not awarded with this contract shall be held for 60 days from date of contract and may be awarded within that time as a fixed price change order.

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- A. Notice of Award will be issued to the lowest responsible and responsive Bidder generally within 2 working days after Bid Opening, and shall be transmitted to all bidders. Notice of Award shall also be made subject to availability of funds and its issuance may be delayed or canceled as determined by the Contracting Officer in accordance with ACS Procurement Guidelines.
- B. Within 3 working days of Notice of Award the Contractor shall provide proof of insurance per General Conditions Section 00700.5.A of this ITB, and a list of subcontractors the Bidder proposes to use in the performance of the contract in compliance with this Section.
14. **BID PROTESTS:** Bidders are requested to carefully review this entire Invitation to Bid as soon as it is received for defects and questionable or objectionable content. A person desiring to protest the provisions of this ITB or the award must comply with the applicable provisions of ACS Procurement Guideline 4-401. If a protest is sustained in whole or in part, the protestor's sole remedy is the successful protestor's documented reasonable bid or proposal preparation costs.
15. **EEO AND FEDERAL CIVIL RIGHTS COMPLIANCE:** By signature on the Bid Schedule the Bidder certifies compliance with the applicable portions of the Federal Civil Rights Act of 1964 and the Equal Employment Opportunity Act and the regulations issued thereunder by the State and Federal Governments. If any Bidder fails to comply with the Act or Regulations issued thereunder, the ACS reserves the right to terminate the contract.
16. **TAXES:** All bids shall exclude federal, state and local sales taxes. However, if the Bidder believes that certain taxes are properly payable by the ACS; such taxes may be listed separately, directly below the Bid price for the affected item. The ACS is exempt from federal excise tax under Registration No. 92-6001185.
17. **SUBCONTRACTORS:** Within 3 working days after the issuance of the Notice of Award, the apparent low Bidder shall submit a list of subcontractors the Bidder proposes to use in the performance of the contract. The list must include the name, phone number, and location of the place of business for each subcontractor and evidence of the subcontractor's valid Alaska business license. Replacement of a subcontractor may not be made, except with prior approval of the Contracting Officer, for reasons specified in the ACS Procurement Guidelines.
18. **ACCEPTANCE OF CONTRACT, PERFORMANCE BOND, PAYMENT BOND, and PROOF OF INSURANCE:** If the ACS delivers or mails written Notice of Award to the Bidder within sixty (60) days after the date set for the opening of this bid, or at any other time thereafter before it is withdrawn, the Bidder will accept, execute and deliver **Section 00510 Agreement Between Owner and Contractor** to the ACS in accordance with the bid, and will also furnish and deliver proof of insurance coverage in compliance with **Section 00700 General Conditions, paragraph 5**, all within 3 working days after personal delivery or after deposit in the mails of the notification of acceptance of this bid. If the amount of the contract to be awarded exceeds \$100,000 the Contractor will also furnish and deliver within five days of Notice of Award a Performance Bond and a Payment Bond, and, before Final Payment, submit a completed and authorized Consent of Surety Company to Final Payment form, a Contractors affidavit of Payments of Debts and Claims and release Liens and Claims against Payment Bond form. The aforementioned Bonds and forms must be substantially in forms provided by ACS.
19. **ALASKA LITTLE DAVIS BACON ACT:** Prospective Bidders are advised that construction or remodeling in connection with the contract is subject to AS 36.05.010. The Contractor must comply with the requirements noted within the most recent Department of Labor pamphlet entitled, "Laborer's and Mechanic's Minimum Rates of Pay," found at: <http://www.labor.state.ak.us/lss/pamp600.htm> The rate of wages shall be adjusted to the wage rate under AS 36.05.010.

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**20. DESCRIPTION OF PREFERENCES**

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

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

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

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

- E. ALASKA VETERAN'S PREFERENCE:** An Alaska Veteran Preference of five percent, not to exceed \$5,000, will be applied to the price in the proposal. The preference will be given to an offeror who qualifies under AS 36.30.990(2) as an Alaska bidder and is a:
- 1) sole proprietorship owned by an Alaska veteran;
  - 2) partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans;
  - 3) limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or
  - 4) corporation that is wholly owned by individuals, and a majority of the individuals are Alaska veterans

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

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

An Alaska veteran is a resident of Alaska who:

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

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

**F. RECYCLED PRODUCTS PREFERENCE:** Not Applicable.

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

**END OF SECTION**

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**SECTION 00300 – BID SCHEDULE**

**1.1 BASE BID – Nesbett Courthouse Spectator Seating Upgrades**

Demo and replace existing spectator seating benches in all twenty-three (23) courtrooms in the Nesbett Courthouse based on selected finishes as shown in the attached Nesbett Courthouse Spectator Bench Replacement Memo. Contractor will be responsible for providing a phasing plan for removal and installation of benches as courtrooms are currently being utilized. It is expected that the contractor shall provide a floor schedule as well as a room-by-room schedule for approval. Furnish all labor, materials, equipment, etc., necessary to complete all work shown; specified; and reasonably inferred:

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

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

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

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

**1.2 BIDDER ACKNOWLEDGEMENTS AND REPRESENTATIONS:**

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

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



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

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

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

**1.3 SIGNATURE**

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed or Typed Name of Signer & Title

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

Business Name: \_\_\_\_\_

Business Address \_\_\_\_\_

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

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

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

\_\_\_\_\_  
Business License Number Expires: \_\_\_\_\_

\_\_\_\_\_  
Contractor's Certification Number Expires: \_\_\_\_\_

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

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

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

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

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**END OF SECTION**

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**SECTION 00410**  
**BID BOND**

KNOW ALL MEN BY THESE PRESENTS:

Date Bond Executed: \_\_\_\_\_

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

Date of bid: \_\_\_\_\_

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

THE CONDITION OF THE FOREGOING OBLIGATION is that the principal has submitted the accompanying bid or proposal in writing, date as shown above, on **Nesbett Courthouse Spectator Seating Upgrades, Project #ANC-C-25-0008**.

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

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

In presence of:

WITNESS

INDIVIDUAL PRINCIPAL

1. \_\_\_\_\_ as to \_\_\_\_\_ (SEAL)
  2. \_\_\_\_\_ as to \_\_\_\_\_ (SEAL)
  3. \_\_\_\_\_ as to \_\_\_\_\_ (SEAL)
  4. \_\_\_\_\_ as to \_\_\_\_\_ (SEAL)
-

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CORPORATE PRINCIPAL: \_\_\_\_\_

Attest:

BUSINESS ADDRESS: \_\_\_\_\_

Affix

BY: \_\_\_\_\_ Corporate  
Seal

NAME & TITLE: \_\_\_\_\_

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CORPORATE SURETY: \_\_\_\_\_

Attest:

BUSINESS ADDRESS: \_\_\_\_\_

Affix

BY: \_\_\_\_\_ Corporate  
Seal

NAME & TITLE: \_\_\_\_\_

State of Alaska Court System

**END OF SECTION**

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**SECTION 00510 - AGREEMENT BETWEEN OWNER AND CONTRACTOR**

**Date of Contract: DATE: \_\_\_\_\_ (to be determined)**

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

The Owner and the Contractor agree as set forth below:

**Article 1. Work**

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

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

Supply and installation of the entire Work as contained in the ITB issued May 5, 2025 (hereinafter called the "Work"), at a cost not to exceed the proposed price and to furnish all the materials, supplies, machinery, equipment, superintendents, labor, insurance and other accessories and services necessary to complete said Work in accordance with the conditions stated in the Contract Documents.

**Article 2. Time of Commencement and Completion**

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

**Article 3. Architect/Engineer**

The Architect/Engineer for this project is: Alaska Court System – Project Manager

**Article 4. Contract Sum**

The Owner shall pay the Contractor under provisions of the Contract Documents for the performance of the Work, subject to additions and deductions by change order as provided in the Contract Conditions, the **Contract Sum of \_\_\_\_\_ dollars and \_\_\_\_\_ cents (\$ \_\_\_\_\_), to be determined at a later date,** for the Base Bid and Additive Alternate #1, total Lump Sum Amount. The attached bid sheets form an integral part of this Agreement.

**Article 5. Contract Documents**

- 5.1 The Contract Documents consist of this Agreement and documents listed hereinafter, (hereinafter called "Contract Documents"), and all are incorporated herein by reference and as fully a part of the Contract as if attached to this Agreement or repeated herein:
- Invitation to Bid and all attachments listed in the Index of Attachments
  - Laborers' and Mechanics' Minimum Rates of Pay
  - Technical Specifications
  - Technical Drawings
  - Contents of Addenda
  - Contractor's completed Bid Schedule
  - Notice of Award

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

**Article 6. Progress and Final Payments**

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

**Article 7. Miscellaneous**

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

Name:	<b>Hanna Humphries</b>		
Agency:	Alaska Court System		
Address:	820 West 4 <sup>th</sup> Avenue		
City, State, Zip:	Anchorage, AK 99501	Email:	<a href="mailto:hhumphries@akcourts.gov">hhumphries@akcourts.gov</a>
Phone:	907-264-0427		

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

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

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

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

ALASKA COURT SYSTEM, Owner

By: Anna Harrison

Director of Facilities

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

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

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

**END OF SECTION**

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**SECTION 00700 – GENERAL CONDITIONS**

**1. CONTRACTOR'S GENERAL DUTIES:**

- a) The Contractor shall diligently, and in skillful, workmanlike manner, provide all labor, materials, equipment, and facilities necessary to perform the Work in accordance with the Contract Documents and in a manner to complete the Work within the specified contract time. The Contractor shall not perform any portion of the Work for which the Contract Documents require submittal and review of shop drawings, product data, samples or similar documents until the applicable submittal has been approved by the architect.
- b) The Contractor shall provide on the site at all times during the prosecution of the Work an Owner approved, competent resident Supervisor. The CONTRACTOR is to submit to the Owner for consideration, the proposed Supervisors qualifications and relevant work history, and, three (3) project references, no older than 5 years old, with scope, date, and contact information including phone number, of the referenced projects Project Manager. The Owner shall also be advised in writing of the supervisor'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 supervisor will be the CONTRACTOR's representative at the site and shall have full authority to act and sign documents on behalf of the CONTRACTOR. The Supervisor may not be changed or replaced without prior approval of the Owner. All communications given to the Supervisor shall be as binding as if given to the CONTRACTOR.
- c) The Contractor shall cooperate with the Contracting Officer in every way possible.
- d) Contractor must prepare contemporaneous daily reports showing the progress of the work. The Contractor must transmit a copy of the daily reports to the Owner no less than daily. Transmittal of daily reports does not constitute notice to the Owner of any matter for which notice is specifically required under the Contract Documents. The daily reports must include, at the minimum, information regarding the project schedule, safety issues, subcontractors on site, work performed, meetings held, and communications with the Owner.
- e) Contractor shall provide a minimum of 72 hours' notice for all required or requested inspections, approvals, tests or differing condition verifications that require site visits. Site visits by Owner are limited to weekdays, unless agreed to in advance by both parties.

**2. AUTHORITIES AND LIMITATIONS:**

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

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

- a) The Contractor shall obtain applicable licenses and permits; provide supervision, labor, tools and new materials (except as may otherwise be provided by the Contracting Agency); and utilize Alaska Products and Wood Products when applicable (see AS 36.05.010 & AS 36.30.322).
- b) The Department of Labor, Labor Standards and Safety Division shall be notified in accordance with AS 36.05.010 and AS 36.05.030. The Contractor must then comply with the requirements noted within the

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most recent Department of Labor pamphlet entitled, "Laborer's and Mechanic's Minimum Rates of Pay," found at: <http://www.labor.state.ak.us/lss/pamp600.htm>

- c) The Contractor shall submit one copy of the certified payrolls to the Owner weekly. Statue 36.05.0005 applies only to a public construction contract that exceeds \$25,000.
- d) Compliance of Specifications and Drawings: If the Contractor observes that the Specifications and Drawings supplied by the OWNER are at variance with any Regulatory Requirements, Contractor shall give the Contracting Officer prompt written notice thereof, and any necessary changes will be authorized.
- e) Preferential Employment:
  - I. 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.
  - II. Employment Preference in Zones of Underemployment. The Alaska Department of Labor and Workforce Development has determined that certain areas of Alaska are Zones of Underemployment. If the Work is to be performed wholly or partly within a Zone of Underemployment, the Contractor must give employment preference to Alaska residents as determined by the Alaska Department of Labor and Workforce Development. Failure to comply with this requirement can result in substantial civil and criminal penalties under AS 36.10.100. Within 20 days after award of a contract under this procurement, the Alaska Court System will report the Contract to the Alaska Department of Labor and Workforce Development, which will be responsible for administration and enforcement of employment preference requirements. Contractor can obtain the Alaska Department of Labor and Workforce Development Employment Preference Determination at the following internet address: <http://labor.alaska.gov/lss/forms/res-hire-notice-2013.pdf>. For further information, contact the Alaska Department of Labor and Workforce Development, Division of Wage and Hour Administration, at 907-269-4900.
  - III. In order to ensure that the Contractor Subcontractors will comply with all applicable laws and regulations regarding the hiring of Alaska residents now in effect or that might subsequently take effect, the Contractor shall include in its Contracts with subcontractors under this Contract language that is substantially the same as the paragraph above.
- f) Alaska Little Davis-Bacon Act requirements. The following Labor provisions shall also apply to this Contract:
  - a. Contractor and Subcontractors of Contractor shall pay all employees unconditionally and not less than once a week;
  - b. Wages may not be less than those stated in the advertised Specifications, regardless of the contractual relationship between the Contractor or Subcontractors and laborers, mechanics, or field surveyors;
  - c. The scale of wages to be paid shall be posted by the Contractor in a prominent and easily accessible place at the site of the Work;
  - d. The Owner shall withhold so much of the accrued payments as is necessary to pay to laborers, mechanics, or field surveyors employed by the Contractor or Subcontractors the difference between
    - i. The rates of wages required by the Contract to be paid laborers, mechanics, or field surveyors on the Work, and
    - ii. The rates of wages in fact received by laborers, mechanics, or field surveyors.
- 4. **CHANGES:** The Facilities Manager reserves the right to make written changes to the Contract Documents for modifications within the general scope of the Work. The value of any Work covered by a Change Order for an increase or decrease in the Contract Price shall be determined in one of the following ways:



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

**5. INSURANCE AND INDEMNIFICATION:**

**5.1. Indemnification**

The Contractor shall indemnify, hold harmless, and defend the contracting 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 contracting agency for a claim of, or liability for, the independent negligence of the contracting 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 Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Contracting 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.

**5.2. 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.

**5.2.1 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

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obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.

5.2.2 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 \$300,000 combined single limit per claim.

5.2.3 Commercial Automobile Liability Insurance: covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.

6. **APPLICATION FOR PROGRESS PAYMENT:** The Contractor shall submit to the Contracting Officer for review a Request for Payment filled out and signed by the Contractor covering the Work completed as of the date of the Request for Payment and accompanied by such supporting documentation as is required by the Contract Documents. Contracting Officer will either indicate in writing a recommendation of payment or return the Request for Payment to the Contractor indicating in writing the Contracting Officer's reasons for refusing to recommend payment. In the latter case, the Contractor may make the necessary corrections and resubmit the Request for Payment. Progress payments will be made as the Work progresses on a monthly basis.
- a) Stored Materials and Equipment: Coordinate with court system project manager.
  - b) The Contractor shall make prompt payment to all employees, subcontractors and suppliers utilized on the Project.
  - c) The Owner shall make final payment to the Contractor following approval for completion of all Work and the Contractor's submittal of all releases, warranties, record documents, permits and invoices. Liens or other claims relating to the Project may be withheld from final payment, if written notice is first given to the Contractor. Acceptance of final payment will constitute Contractor's waiver to future claims.
  - d) No claim by the Contractor for a change in the Contract Price shall be allowed unless claimed before Final Acceptance of this Contract.
7. **MATERIALS AND EQUIPMENT:** All materials and equipment shall be of specified quality and new, except as otherwise provided in the Contract Documents. The Contractor shall provide all facilities and labor required to protect materials and other components of the Work from damage or deterioration due to environmental exposure, handling, or other factors.
8. **USE OF PREMISES:** The Contractor is responsible for the Site, the Work, and persons and materials thereon. The Contractor shall confine construction equipment, the storage of material and equipment and the operations of workers to the Project limits and approved storage sites.
9. **WARRANTY:** The Contractor warrants that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to the Owner. All Defective Work, whether or not in place, may be rejected, corrected, or accepted as provided for in this Article. The Contractor shall remedy all defects in materials or workmanship which develops within a period of one year from the date of final payment unless directed otherwise within the Contract Documents/specifications.
10. **SAFETY:** The Contractor is responsible for maintaining a safe and clean work area, and for blocking off work areas to public access during the course of work. The Contractor shall also comply with standards prescribed by the State of Alaska, Department of Labor, Division of Labor Standards and Safety. The CONTRACTOR alone shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons and organizations who may be affected thereby; and to all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, The CONTRACTOR shall comply with all applicable Regulatory

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Requirements of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection.

11. **BUILDING SECURITY:** The Contractor will lock exterior building doors except while work in the immediate area is in progress. The Contractor shall keep all exterior doors locked except while access to the building is required for Work. If an exterior door is left unlocked the Contractor will not leave the door unattended. If exterior doors are removed or rendered insecure as a result of the Work, the Contractor will secure the opening using other means as necessary while maintaining egress compliance. When Contract personnel leave the building after hours, they will lock all doors, inspect the area for fire hazards and take appropriate corrective action.
12. **CONTRACT CLOSE-OUT:**
- a) Substantial Completion: Substantial Completion Inspection will be scheduled after the Contractor provides written notice to the Owner that Work is Substantially Complete. Should Owner determine that Work is not substantially complete the Contractor will be notified in writing, giving reasons therefore.
  - b) Final Completion: Upon completion of the Work, and prior to final payment, the Contractor shall submit to the Owner the following items duly signed and executed: Warranty of Work; Contractor's Affidavit of Payment of Debt and Claims; Contractor's Affidavit of Release of Liens; Consent of Surety to Final Payment; Final Wage Certification and Department of Labor Notice of Completion; Complete and legally effective releases or waivers signed by each of Contractor's direct subcontractors and direct material suppliers, and all persons who have notified Contractor or Owner of a right to make a claim under AS 36.35.020
13. **LIQUIDATED DAMAGES:** Liquidated damages will be in the amount of \$200 per day beginning on the date(s) provided in Section 01010.1.5.D for Substantial Completion and ending on the date that Substantial Completion is achieved. These liquidated damages are intended to compensate the Owner for contract administration costs due to delay, and are in addition to any actual damages that Owner may claim as a result of loss of use or other harm resulting from delay of Final Completion.

**END OF SECTION**

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#### SECTION 01010 - SUMMARY OF WORK

##### PART 1 GENERAL

###### 1.1 DEFINITIONS

- A. Alaska Court System (ACS) Normal Work Hours: 8:00 am until 4:30 pm Monday through Friday not including State holidays.
- B. Provide: Furnish and install; alterations include demo and replacement of exiting spectator seating benches with selected finishes as shown in the Nesbett Courthouse Spectator Bench Replacement Memo attached to this ITB.

###### 1.2 OWNER'S OCCUPANCY

- A. The Owner will continue to occupy and operate the building. The Contractor shall coordinate with the Owner to allow normal business operations to continue and shall cooperate with the Owner in construction operations to minimize conflict and to facilitate Owner usage. Contractor shall at all times conduct his operation to insure the least inconvenience to staff, visitors, and the general public.
  - 1. Contractor must maintain the existing fire exiting and public and private circulation pathways.
- B. Contractor shall schedule **after** ACS Normal Work Hours any work which could interfere with the Owner's operation. Specific schedules and Work activities which will be required to be performed after Normal Work Hours are:
  - 1. All demolition work.
  - 2. All rooftop hoisting.
  - 3. Any concrete drilling or saw cutting.
  - 4. Any water, HVAC or power shut offs.
  - 5. All work with loud power tools.
  - 6. All fire alarm and security system disruption or testing.
  - 7. All Work in common circulation areas, including office space, hallways, courtrooms, public lobbies, public toilets, and stairwells.
- C. Provide all equipment, materials, labor, and workmanship, necessary to complete the Work as described and reasonably inferred to in the Contract Documents.
  - 1. Demo and replace existing spectator seating benches with selected finishes:
    - a) Reference attached Nesbett Courthouse Spectator Bench Replacement Memo.
  - 2. Furniture and Equipment Moving: Includes, but is not limited to, floor outlet plates and trim; tables; chairs; desks; file cabinets; seating; panel/desk panel systems; and other types of furniture as needed to perform the Work.
  - 3. Upon completion of the Work in each area the Contractor shall return the areas to their original furniture arrangement and level of cleanliness and functionality. This is part of the Work required to achieve Substantial Completion.

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4. The Owner shall provide the Contractor with all Duress alarm activation locations. These consist of a Push-Button generally located underneath work surfaces. It is the Contractors responsibility not to set off these alarms when moving the furniture, or to be responsible for the resulting associated costs.
5. Owner shall be responsible for:
  - a) Unloading and storage of items in file cabinet top drawers, bookshelves, case file shelving, desktops, table tops, and storage units.
  - b) Moving of all computers, printers, credit card machine, etc.
  - c) Moving of artwork (if necessary), electronic equipment, plants, personal items, and caster chairs.
- D. Disruption of Operations: Any work deemed by the Owner to be disruptive to operations or to the record of the court due to excessive noise, vibration or other reasons will be required to be performed after normal working hours. The Contractor must schedule and coordinate such work with the Owner prior to proceeding with work. Contractor shall coordinate with the Owner periods of time when construction work is producing strong odors for the shut off of air intake fans.
  1. Upon notice by court staff that the contractors work is disrupting operations the contractor must immediately cease work.
- 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 courthouse.
- G. After Substantial Completion in a given area, schedule work to maintain Owner's operation.

**1.3 WORK COVERED BY THE CONTRACT DOCUMENTS**

- A. Project Location: Nesbett Courthouse, 825 W. 4<sup>th</sup> Avenue, Anchorage, AK 99501.
- B. Owner: Alaska Court System (ACS), Facilities Dept. 820 West 4<sup>th</sup> Avenue, Anchorage, Alaska 99501.
  1. Owner's Contract Representative: Anna Harrison, Facilities Director.
  2. Owner's on-site Representative for Nesbett Courthouse: Hanna Humphries, Leasing & Contracts Manager.
- C. Provide all equipment, materials, labor, and workmanship, necessary to complete the Work as described and reasonably inferred to in the Contract Documents.
- D. Contractor shall be responsible for all costs to repair any damage to the building as a result of their actions and or negligence in performing the following Work.
- E. Contractor shall cover and protect furniture, furnishings, flooring, and equipment as needed to perform the Work. Upon completion of the Work in each area the Contractor shall return the areas to their original arrangement and level of cleanliness and functionality.

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- F. Contractor shall maintain existing accessibility and security levels to all areas (lobbies; courtrooms; offices; hallways).

**1.4 CONTRACT TYPE**

- A. Competitively bid Lump Sum Single Prime Contract

**1.5 PERFORMANCE PERIOD AND NOTICE TO PROCEED**

- A. A limited Notice to Proceed may be issued as determined appropriate by the Project Manager. Such Notices to Proceed may be limited to procurement and fabrication of long lead materials, submittals and other off-site work prior to issuance of a full Notice to Proceed with Work On-Site.
- B. A Notice to Proceed with Work On-site will be given after Contractor has all materials on-hand; has complied with contract requirements; and has submitted and received approval of a Work Schedule.
- C. Submit Preliminary Work Schedule to include but not be limited to: the submittal process; materials selection and procurement; timelines for Work; and Substantial Completion date within 14 days after Notice of Award for review, comment, and revision process. Upon receipt of Owner comments, submit a revised schedule within 5 days. Continue Work Schedule submittal/revision process until a Final Work schedule is agreed upon. Submit Final Work schedule 4 weeks prior to the beginning of Work On-Site. Submit Work schedule with Pay Request.

- D. Final Completion, including Final Pay Request, required by \_\_\_\_\_ (to be determined at later date)**

**1.6 SECURITY AND CLEARANCES**

- A. Contractors, agents, principals, officers or employees who supply goods or services to the ACS must have completed background checks. The interior premises of ACS facilities may contain confidential information relating to the business of the ACS. Any person with the following conditions is restricted from working within the interior premises or entering the interior premises, other than as a member of the general public:
- B. Been convicted of a violent crime or crime of theft within last 5 years;
- C. Been convicted of more than 2 misdemeanors in last 5 years;
- D. Been convicted of more than one felony in previous 10 years;
- E. Has an on on-going case in the court where work is being performed with ACS until case is resolved. The ACS may make an exception to this restriction where services are provided under conditions in which the movements and activities of the person providing services within the premises are constantly monitored, and under circumstances in which the movements and activities of the person providing services are limited to areas in which confidential information relating to the business of the ACS is not present.;
- F. The ACS may limit or reject certain individuals if their presence is determined by the Contracting Officer to be detrimental to the normal conduct of the ACS business.
- G. Prior to commencement of any work on court premises, the ACS requires each contractor, agent, principal, officer or employee who will work on court premises to provide a State of Alaska Criminal History Report, obtained from the Troopers (form attached). Allow 4 days for clearance approval after Criminal History Report is submitted.

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- H. Much of the business of the ACS is necessarily confidential and not subject to public disclosure. The confidentiality of draft opinions, internal memoranda, conversations regarding pending issues and other court business are essential to the court's function. Additionally, records related to personnel issues, procurement proceedings, internal policy discussions, and other administrative issues are also confidential. Prior to commencing any work under this contract, the contractors, agents, principals, officers or employees who supply goods or services to the premises shall inform all contractors, agents, principals, officers, and employees working on the premises that the disclosure of any confidential court business observed or overheard may result in permanent removal from the premises and may be grounds for termination of contract and even criminal prosecution.
- I. Access to the Palmer Courthouse will be permitted with a limited issuance of hard keys and electronic card keys which will be signed for by the Contractor. The Contractor is responsible for tracking and safeguarding the keys and must return them to the issuing entity as a condition of final payment. No duplications are to be made by the Contractor. The Contractor may also be 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.

**1.7 WARRANTY:** All work and materials shall be warrantied for a period of one year after acceptance by the Owner, unless otherwise stated in these specifications. At no additional cost to Owner, correct defects in materials and workmanship which appear during warranty period by repairing, or when directed, by replacing.

**1.8 MEETINGS:** A Preconstruction meeting will be held. Attendance by the Contractor, the Contractors Supervisor, and the first-tier subs is required. One Progress Meetings will be held per week. Attendance by the Contractor and Supervisor is required. Attendance by first tier subs is required if requested by Owner.

**1.9 INSPECTIONS:** Contractor shall provide a minimum of 72 hour's notice for all required or requested inspections, approvals, tests or differing condition verifications that require site visits. Site visits by Owner are limited to weekdays, between 8am and 4pm, unless agreed to in advance by both parties.

**1.10 SUBMITTALS:**

- A. Deliver all required submittals to Owner within 14 days of Notice of Award. Provide a minimum of 2 copies of the submittals. Owner will review submittals and resubmittals and provide comments within **seven (7) days** after receipt and will retain the submittals for their files.
- B. Contractor to provide resubmittals within 5 days after receipt of Owner comments.
- C. Identify Project, Contractor, subcontractor or supplier; pertinent contract drawings sheet and detail numbers and specification section number and location in Work. Submittals for each section shall be submitted individually. Submit by specification section complete and all at one time; partial submittals will not be considered.
- 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.

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- 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 shall submit all required submittals in a timely fashion in order to allow review, comment, and resubmittal process and not delay the Work.
- H. Submittal copy size for most submittals shall be 8-½" by 11", 8-½" by 14", or 11" by 17" as appropriate. Copy size for fire alarm or other system shop and design drawings may be up to 24"x36".
- I. Mark each copy to identify applicable products, details, models, options and other project specific data.
- J. 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.
- K. Submit 2 full sets of samples. One to the Owner and one to the Owners On-site representative 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.
- L. Submit samples to illustrate functional and aesthetic characteristics of the product with integral parts and attachment devices. Coordinate samples submittals for interfacing work.

**1.11 SUBSTITUTIONS**

- A. No items will be considered for, 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.



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4. Owner will be sole judge of acceptability of any proposed substitution and only approved substitutions may be used on Contract Work.
5. 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.

**1.12 CERTIFIED PAYROLL**

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

**1.13 WORK UNDER OTHER CONTRACTS**

- A. Contractor shall coordinate with Owner to allow Work by other Contractors.

**PART 2 – PRODUCTS**

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

**PART 3 – EXECUTION**

**3.1 SITE ACCESS:**

- A. Vehicle Parking: Contractor will be allowed to park in the courthouse parking areas only after Normal Work Hours unless pre-approved otherwise by Owner.
- B. Off-loading of materials and equipment: Off-loading of materials and equipment permitted only after Normal Business Hours unless pre-approved otherwise by Owner.
- C. Contractor is responsible for protection of the Site including concrete and asphalt paving, curbs, landscaping, fencing, and striping.
- D. Contractor is responsible for obtaining all permits/approval required to perform Work. Including

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but not limited to ACS, Local, State, Muni, sidewalk closing, parking meter/space hooding /closing, crane/forklift hoisting.

- E. After court system Normal Working Hours all building entrances must be secured, and remain secured (locked) throughout the Work session. If an exterior door is left unlocked the Contractor shall not leave the door unattended. If exterior doors are removed or rendered insecure as a result of the Work, the Contractor will secure the opening using other means as necessary while maintaining egress compliance.
- F. Sanitary Facilities: Contractor will be limited to two restrooms within the facility. The specific restrooms will be determined by the Owner prior to commencement of the Work. Janitorial personnel provide cleaning services after Normal Working Hours, and will clean each toilet room once a day. At the end of each work activity, Contractor shall leave all toilets used by their personnel in clean and sanitary condition. If additional cleaning by janitorial personnel is required due to Contractor's use of after hours, the Contractor will be charged.

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

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

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

**3.4 CLEANING:**

- A. General: Do not allow the accumulation of scrap, debris, waste material, and other items not required for construction of this Work or caused as a result of the Work. Provide adequate storage for all items, awaiting removal from the job site, observing all requirements for fire prevention and protection of the ecology.
  - 1. Retain all stored items in an orderly arrangement allowing maximum access. Do not impede drainage or traffic and provide required protection of materials.
  - 2. Weekly, and more often if necessary, inspect all arrangements of materials stored on the site; restack, tidy or otherwise service.
  - 3. Maintain the interior and exterior areas of Work in a neat and orderly condition at all times to the satisfaction of the Owner.
  - 4. Construction activities shall be monitored on a daily basis to determine if tracking of dirt and debris from construction areas onto the adjacent areas, floors, desks, office furniture or equipment has occurred. Any cleanup necessary, including sweeping, vacuuming, dusting, or stain removal, shall be accomplished on a daily basis by the Contractor. Washing dirt and debris into the storm drains is not permitted.
  - 5. If additional cleaning by janitorial personnel is required due to contractor related construction activities the contractor will be charged.

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**B. Dust Control:**

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

**C. Close Out Cleaning.**

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

**END OF SECTION**

**ALASKA COURT SYSTEM (ACS)**  
**Nesbett Courthouse Spectator Seating Upgrades**  
**Project #ANC-C-25-0008**

**SECTION 01740.1**  
**CERTIFICATE OF SUBSTANTIAL COMPLETION**

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Project: Nesbett Courthouse Spectator Seating Upgrades

Project #ANC-C-25-0008

**TO OWNER:**

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

**ARCHITECT:**

Stantec Architecture Inc.  
475 Riverstone Way, Unit 3  
Fairbanks, AK 99709

**CONTRACTOR:**

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**WORK ON THE ABOVE PROJECT GENERALLY INCLUDES:**

The project comprises of demo and replacement of existing spectator seating benches located in the Nesbett Courthouse with selected finishes as shown in the attached Nesbett Courthouse Spectator Bench Replacement Memo.

**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.

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**CERTIFICATION BY CONTRACTOR OF SUBSTANTIAL COMPLETION:**

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

**CONTRACTOR:** \_\_\_\_\_

(Signature)

For \_\_\_\_\_

(Company)

\_\_\_\_\_

(Name Printed)

Date \_\_\_\_\_



**ALASKA COURT SYSTEM (ACS)**  
**Nesbett Courthouse Spectator Seating Upgrades**  
**Project #ANC-C-25-0008**

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

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**SECTION 01740.2**  
**AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS AND RELEASE**  
**LIENS AND CLAIMS AGAINST PAYMENT BOND**

Project: Nesbett Courthouse Spectator Seating Upgrades

ANC-C-25-0008

Contract Date: (to be determined at a later date)

TO OWNER:

CONTRACTOR:

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

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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.)

## ALASKA COURT SYSTEM (ACS)

## Nesbitt Courthouse Spectator Seating Upgrades

**Project #ANC-C-25-0008**

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:

BY:

Subscribed and sworn to before me this       day of       20

Notary Public:

My Commission Expires:

**ALASKA COURT SYSTEM (ACS)**  
**Nesbett Courthouse Spectator Seating Upgrades**  
**Project #ANC-C-25-0008**

**SECTION 01740.3**  
**WARRANTY OF WORK AFTER FINAL PAYMENT**

**Nesbett Courthouse Spectator Seating Upgrades**  
**Project #ANC-C-25-0008**

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)



**ALASKA COURT SYSTEM (ACS)**  
**Nesbett Courthouse Spectator Seating Upgrades**  
**Project #ANC-C-25-0008**

**CERTIFICATE OF COMPLIANCE**

**Nesbett Courthouse Spectator Seating Upgrades**  
**Project #ANC-C-25-0008**

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

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

In WITNESS WHEREOF, the undersigned has signed and sealed this instrument this

\_\_\_\_\_ day of \_\_\_\_\_, year \_\_\_\_\_.

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

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

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

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

**ALASKA COURT SYSTEM (ACS)**  
**Nesbett Courthouse Spectator Seating Upgrades**  
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(SEAL IF BIDDER IS A CORPORATION)

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

To: Alaska Court System  
Anchorage, Alaska

From: Stantec Architecture  
Anchorage, Alaska

Project/File: 2014273560

Date: September 19, 2024

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## **Reference: Nesbett Courthouse - Spectator Bench Replacement**

The scope of the design work for this project is specification to replace benches at all twenty-three courtrooms at the Nesbett Courthouse located at 825 W 4<sup>th</sup> Avenue in Anchorage. Work scope includes field verification of the existing bench and room finishes, selection of manufacturers and selection of finishes to coordinate with the existing spaces. The project goal is to enhance both the comfort and aesthetic appeal of the public spectator areas while ensuring that the new benches are functional and maintainable.

### **Existing Conditions**

There are two types of benches currently used at the Nesbett courthouse.

The benches in the basement courtrooms are all wood with an open style arm at the ends and no upholstery. These benches experience much higher use than the upper floors.

The benches in the upper floor courtrooms have upholstered seats and upholstered backs with open style arm at the ends. The existing benches appear to be Red Oak or Cherry wood species and are permanently affixed to the floor.



*Basement Courtroom*



*Upper Floor Courtroom*

Reference: Nesbett Courthouse - Spectator Bench Replacement

### Existing Bench Schedule

The seat depth 1'-11" is consistent on all the benches.

The length (as measured inside the arms) of the existing benches vary as indicated in the table below.

Basement			
Bench Type	Bench Length (between arms)	Number of benches	Room
Type A	4'-3"	3	B1
Type B	14'-8"	3	B1
Type C	21'-7"	1	B1
Type D	18'-1"	1	B2
Type E	19'-6"	2	B2
Upper floors			
Bench Type	Bench Length (between arms)	Number of benches	Room
Type A	4'-3"	42	Typical Room*
Type F	23'-3"	21	Typical Room*
Type G	15'-0"	42	Typical Room*

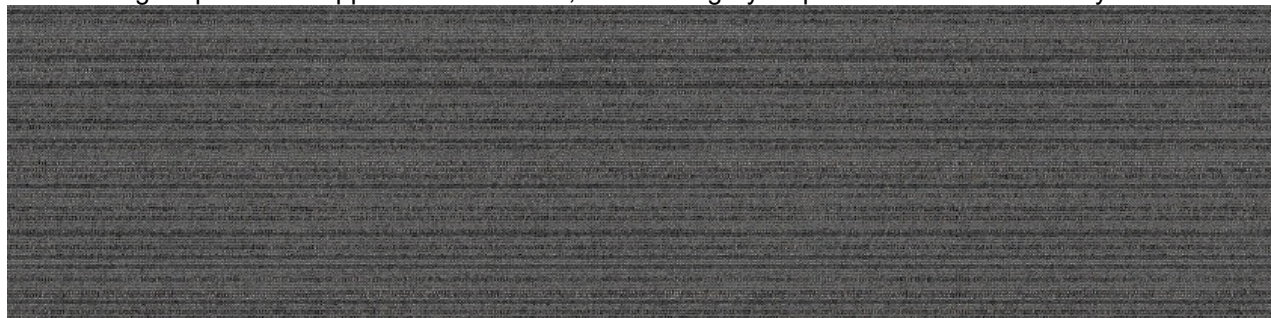
\*Indicates upper floor courtroom, typical of 21.

FFE Vendor will be required to verify all dimensions and quantities.

### Existing Room Finishes

The existing carpet in the basement is discontinued style and presumed to be replaced in near future.

The existing carpet on the upper floors is newer, multi-tone grey stripes with subtle colors of yarn.



Manufacturer: Interface  
Style: Shiver Me Timbers  
Color: Sycamore

The walls are a warm, off white.

Acoustic wall panels are both pale green and warm off white.

Other wood species used on doors and casework is generally cherry wood color.

Reference: Nesbett Courthouse - Spectator Bench Replacement

## New Bench Basis of Design

Bench quantity and size will remain the same as the existing.

**Manufacturer:** *Sauder Courtroom Furniture*

**Style:** *Courtroom Bench*

**Wood:** *Cherry*

**Back:** *yes*

**Body:** *All Wood, Upholstered*

**End Style:** *302-4109*

**Upholstered Seat:** *continuous (no wood breaks along seat)*



Bench End 302-4109

*Sauder Bench End style 302-4109*



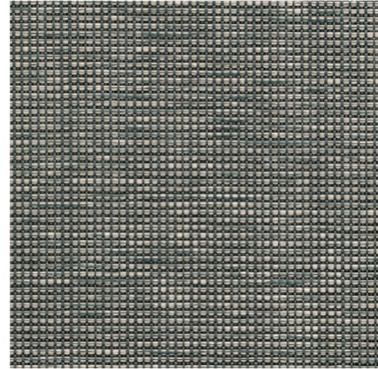
*Sauder Upholstered Seat*

**Reference:** Nesbett Courthouse - Spectator Bench Replacement

## **Bench Fabric**

The fabric is classified as high performance with 1M Tabor cycles 'double rubs' for abrasion, cleanable with water, solvent or bleach as noted.

**Manufacturer:** Carnegie Xorel  
**Style:** Wicker Matte  
**Color:** 6097  
**Abrasion:** 1,000,000 double rubs  
**Cleaning:** Water/Solvent & Bleach Cleanable  
**Design:** Textured  
**Environment:** Greenguard Gold Certified



Thank you,

**STANTEC ARCHITECTURE INC.**

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**Carel Nagata**  
Senior Architect  
Phone: (907) 343 5248  
Carel.nagata@stantec.com