Issue ITB Date: July 28, 2025

Project Address: Utqiagvik Courthouse

1250 Agvik Street Utqiagvik, AK 99723

Submittal Address: Alaska Court System

Attn: Facilities Dept. – Hanna Humphries

820 West 4th Avenue Anchorage, AK 99501 Fax: 907-264-8296

Email: hhumphries@akcourts.gov

Response Due Date: September 12, 2025 @ 12:00 PM

Pre-Bid Meeting and Site Inspection Date:

A pre-bid meeting will be held on Monday August 25, 2025 at 1:00 PM. This pre-bid meeting is mandatory for any perspective bidder. Please meet in the lobby of the Utqiagvik Courthouse located at 1250 Agvik Street. All questions, concerns, or clarifications regarding the project must be emailed to Hanna Humphries at hhumphries@akcourts.gov. Please keep in mind that an oral response to a question at the pre-bid meeting is not binding on the ACS. After the pre-bid meeting, 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

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 (bids can be submitted at the Utqiagvik Courthouse or at the Anchorage Snowden Building), either mailed or hand delivered. 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.

UTQ-C-25-0015 1 of 45 Printed 7/28/2025

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
- Section 00 6100 Performance Bond
- Section 00 6200 Payment Bond
- Section 00 7001 Index to General Conditions
- Section 00 7000 General Conditions
- Section 00 8000 Supplementary Conditions
- Section 01 0100 Summary of Work
- Section 01 1400 Work Restrictions
- Section 01 2000 Project Meetings
- Section 01 3000 Submittals
- Section 01 4500 Safety Procedures
- Section 01 5000 Temporary Facilities
- Section 01 7100 Cleaning
- Section 01 7200 Project Record Drawings
- Section 01 7300 O & M Manuals
- Section 01 7400 Closeout
- Section 01 7406 Warranty of Work Form

Drawings/Sketches/PDF's:

• Utqiagvik Courthouse Upgrades 100% Construction Documents

UTQ-C-25-0015 2 of 45 Printed 7/16/2025

SECTION 00100 - INSTRUCTIONS TO BIDDERS

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

Bid is the response submitted by a Bidder.

Bidder is defined as the respondent to the ITB.

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

Day is a calendar day. Unless noted otherwise.

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

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

- 2. PROCUREMENT GUIDELINES: This procurement is issued under the ACS Procurement Guidelines, adopted by the administrative director of the ACS effective September 25, 2013. Copies of the Procurement Guidelines are available without charge from the Anchorage Court System, Procurement Office, 820 4th Ave, Anchorage, Alaska 99501, telephone 264-8226. In case of conflict between this document and the ACS Procurement Guidelines, the ACS Procurement Guidelines shall prevail.
- **3. AVAILABILITY OF CONTRACT DOCUMENTS:** Contract Documents are available in electronic format from Hanna Humphries, Leasing & Contracts Manager at 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.
- **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

UTQ-C-25-0015 3 of 45 Printed 7/16/2025

negligible. Unbalanced bids (bids that do not reasonably allocate prices among the various bid items) will be rejected as nonresponsive if the unbalance is detrimental to the ACS.

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

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.

- 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: Prior to the bid opening Bidders are requested to carefully review this entire invitation as soon as it is received for defects and questionable or objectionable content. Questions, objections or comments should be made in writing and received by the Assistant Facilities Manager no later than 3 days (Monday through Friday, excluding legal Holidays) before the Response Due Date and time, so that any necessary amendments may be published and distributed to bidders. Bidders' protests based upon any omissions, errors, or the content of the Invitation to Bid will be disallowed if not made in writing and received by the Assistant Facilities Manager at least two business days (Monday through Friday, excluding legal Holidays) prior to the Response Due Date and time.

A person desiring to protest the provisions of this ITB or the award must comply with the applicable provisions of ACS Procurement Guideline 4-401.

If a protest is sustained in whole or in part, the protestor's sole remedy is the successful protestor's documented reasonable bid or proposal preparation costs.

- 15. EEO AND FEDERAL CIVIL RIGHTS COMPLIANCE: By signature on the Bid Schedule the Bidder certifies compliance with the applicable portions of the Federal Civil Rights Act of 1964 and the Equal Employment Opportunity Act and the regulations issued thereunder by the State and Federal Governments. If any Bidder fails to comply with the Act or Regulations issued thereunder, the ACS reserves the right to terminate the contract.
- **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.

UTQ-C-25-0015 5 of 45 Printed 7/16/2025

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.

20. DESCRIPTION OF PREFERENCES

- A. <u>ALASKA PREFERENCE:</u> 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. <u>EMPLOYMENT PROGRAM PREFERENCE</u>: A bid shall be awarded to an Alaska Bidder whose bid is not more then 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. <u>EMPLOYERS OF PEOPLE WITH DISABILITIES PREFERENCE</u>: 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).
- E. ALASKA PRODUCTS PREFERENCE: The bid will be decreased by the percentage of the value of the designated Alaska products under AS 36.30.332 AS 36.30.338. The Bidder must execute the Alaska Products Preference Worksheet and submit the worksheet with the Bid in order to receive this preference. A list of qualified Alaskan products is available on line at http://www.dced.state.ak.us.econdev/prodpref. An Alaska Products Preference Worksheet can be obtained from the Facilities Office by calling 264-8238.

UTQ-C-25-0015 6 of 45 Printed 7/16/2025

- **F. 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

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:

- 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.

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

- G. RECYCLED PRODUCTS PREFERENCE: Not Applicable.
- H. Contractor must provide documents for proof or calculation of Preferences listed above.

END OF SECTION

UTQ-C-25-0015 7 of 45 Printed 7/16/2025

SECTION 00300 - BID SCHEDULE

1.2

	urthouse Upgrade	vik Courtho	Utgiad	BASE BID	1.1
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Addenda #, Date Issued

Demo existing counter and construct new counter with added security features, add ballistic shielding to existing judge's benches, and install mechanical cooling system in the server room per the attached drawings. Engineers estimate of \$400,000.00. Furnish all labor, materials, equipment, etc., necessary to complete all work shown; specified; and reasonably inferred:

COI	Tiplete all work shown, specified, and reasonably inferred.
То	tal Base Bid \$
	(figures)
	Dollars
	(words)
	EFERENCES: Indicate whether you are eligible for any of the following Preferences. Requirements it 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.
	DDER ACKNOWLEDGEMENTS AND REPRESENTATIONS: In compliance with the attached bid documents, the above Bidder proposes to enter into an agreement with ALASKA COURT SYSTEM for the Work.
B.	The above Bidder, having become thoroughly familiar with the terms and conditions of the proposed Contract Documents for this project hereby proposes and agrees to perform the Work within the time stated and in strict accordance with the proposed Contract Documents, including furnishing all labor and materials to do all the work required.
	The submission of a Bid is considered a representation that the Bidder has examined the Contract Documents to make certain that all sheets and pages were provided, and that the Bidder has examined the Project site, and that the Bidder is satisfied as to the conditions to be encountered in performing the Work. The Alaska Court System expressly denies any responsibility or liability for a bid submitted on the basis of an incomplete set of Contract Documents.
C.	The above Bidder acknowledges receipt of the following addenda to the DRAWINGS and/or

No other alterations, substitutions, changes or qualifications to the terms or conditions of the invitation are

SPECIFICATIONS (give number and date of each) and that associated costs are included in this Bid.

Addenda #, Date Issued

Addenda

Date

Issued

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	
olghature of bluder		Date	
Printed or Typed Nam	ne of Signer & Title		
officer and officers au	uthorized to sign contracts on firm together with the signature	behalf of the corporation	n together with the signature of the on. If Bidder is a partnership, set ers authorized to sign contracts on
Business Name:			
Business Address			_

UTQ-C-25-0015 9 of 45 Printed 7/16/2025

Telephone Number:		
Fax Number:		
E-mail Address:		(Seal, if by Corporation)
	Expires:	
Business License Number		
	Expires:	
Contractor's Certification Number		
Federal Identification Number	-	
If the Bidder seeks application of the Alaska veteracertification for each individual who is an Alaska vetera		
[Name] certifies that he (or she) is a resident of Alaska 1). Served in the Armed forces of the United States, forces; or the Alaska Territorial Guard, the Alaska Arm the Alaska Navel Militia; and 2). Was separated from service under a condition tha	including a reserve uniny National Guard, the	Alaska Air National Guard, or
Authorized Signature		
Printed Name	Date	

END OF SECTION

UTQ-C-25-0015 10 of 45 Printed 7/16/2025

SECTION 00410 BID BOND

KNOW ALL MEN BY THESE PRESENTS:		Date Bond Executed:	
That	of	as princip	oal,
and	ofas surety,		•
in the penal sum of		dollars (\$).
Date of bid:			
	ove, for the payment of which	ound to the State of Alaska Court System (State of sum will and truly be made, we bind ourselves iment.	•
THE CONDITION OF THE FOREGO date as shown above, on Utqiagvik C	•	ncipal has submitted the accompanying bid or prop	oosal in writing,
In accordance with plans and specification is required to furnish a bond in the amount	_	stem Project Office and under the Invitation for Bids	s therefore, and
If Principal's bid is accepted and he i obligation to the Alaska Court System	• •	or award, and if Principal fails to enter into the co	ntract, then the
In presence of:	INIDIX/IDI IAI	DDINOIDAL	
WITNESS		. PRINCIPAL	
	as to		
2	as to	· ,	
3	<u>-</u>		
4	as to	(SEAL)	

UTQ-C-25-0015 11 of 45 Printed 7/16/2025

	CORPORATE PRINCIPAL:			
Attest:				
	BUSINESS ADDRESS:			_
		Affix		
	BY:		Corporate	
			Seal	
	NAME & TITLE:			
	CORPORATE SURETY:			
Attest:				
	BUSINESS ADDRESS:			_
		Affix		-
	BY:		Corporate	
			Seal	
	NAME & TITLE:			
	State	of Alaska Cou	rt System	

END OF SECTION

UTQ-C-25-0015 12 of 45 Printed 7/16/2025

SECTION 00510 - AGREEMENT BETWEEN OWNER AND CONTRACTOR

Date of Contract: DATE:						
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:						
Utqiagvik Courthouse Upgrades Project # UTQ-C-25-0015						
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 (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						
1. 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 no cents (\$						
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 This Agreement and all covenants hereof shall insure to the benefit of and be binding upon the Owner and the						

UTQ-C-25-0015 13 of 45 Printed 7/16/2025

Contractor, respectively, and their partners, successors, assigns and legal representatives.

Article 6. Progress and Final Payments

Director of Facilities

Title:

- Payment shall be made to the Contractor by the Owner, or his assigns, based upon amount of the approved 6.1 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

	Conditions Paragraph 5.						
Article	7. Miscellaneous						
7.1	this Agreement sha or deposited in the	II be given in writing and either s	shall be personall	other party which affects the contract sum o y delivered to the other party's representative stage prepared and if given by the Contracto			
	Name: Agency: Address: City, State, Zip: Phone:	Anna Harrison Alaska Court System 820 West 4 th Avenue Anchorage, AK 99501 907-264-0427	Email:	hhumphries@akcourts.gov			
	If given by the Own	er to the Contractor, then addres	ssed as follows (in	ncluding telephone number on the last line):			
	Name: Business: Address: City, State, Zip: Phone:		Email Addre Fax:	ess:			
7.2	the Construction of		obtain additional	ings and specifications, at no cost, for use in I sets of printed drawings or specifications by			
7.3	The Contractor sha the Contractor's org	•	the total Work w	ith forces that are in the direct employment o			
		ne parties have made and execu	ted this Agreeme	ent to be effective the day and year first above			
written.	ALASKA COURT S	YSTEM, Owner					
	By: Anna Harrison		 By:				

END OF SECTION

Title:

Date

Owner

Date

14 of 45 UTQ-C-25-0015 Printed 7/16/2025

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

UTQ-C-25-0015 15 of 45 Printed 7/16/2025

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:
 - 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/reshire-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:
 - 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
 - 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:

UTQ-C-25-0015 16 of 45 Printed 7/16/2025

- 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

UTQ-C-25-0015 17 of 45 Printed 7/16/2025

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 \$500,000 each occurrence, \$1,000,000 aggregate.
- 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 \$1,000,000 each occurrence (Combined Single Limit for bodily injury and property damage.)
- 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

UTQ-C-25-0015 18 of 45 Printed 7/28/2025

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

UTQ-C-25-0015 19 of 45 Printed 7/16/2025

SECTION 01010 - SUMMARY OF WORK

PART 1 GENERAL

1.1 **DEFINITIONS**

- A. Alaska Court System (ACS) Normal Work Hours: 8:30 am until 4:30 pm Monday through Friday not including State holidays.
- B. Provide: To furnish and install.

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 (refer to 100% drawings as attached to this ITB).
 - Demo existing carpet flooring in clerk of court (COC) waiting area to install new wall and new carpet – patch and repair surrounding areas as required.
 - 2. Demo existing half-wall, patch and repair surrounding areas as required to install new wall demo existing 24x48 ACT ceiling as required to install new wall and new 2x2 ACT ceiling. Patch and repair surrounding areas as required.
 - Demo existing casework.
 - Existing security camera to be relocated per ACS direction.
 - 5. Demo existing sprinkler head and associated branch piping to main, cap and seal as required.
 - 6. Existing light fixtures to remain.

UTQ-C-25-0015 20 of 45 Printed 7/16/2025

- 7. Demo existing ceiling as necessary to perform new work.
- 8. Demo existing transfer air vent, patch and repair wall as required to match wall assembly. Ensure seamless integration with existing construction.
- 9. Remove existing partition, coordinate with ACS for storage or re-use.
- 10. Remove existing light fixtures and ceiling as required for mechanical upgrades. Store fixtures and ceiling system safely for reinstallation. Reinstall ceiling and light fixtures to match existing conditions upon completion of mechanical work.
- 11. Demo exterior wall as required for installation of ductwork and artic hoods. See drawing detail A4/A-104.
- 12. New carpet tile floor finish and rubber wall base in areas disturbed.
- 13. Paint walls to match existing adjacent.
- 14. Provide and install new sprinkler head to match existing. Sprinkler shall be installed per NFPA 13 light hazard and local jurisdiction requirements. Extend and connect to existing branch main piping.
- 15. Clerk's Office: Furniture must be moved back to original locations and configurations prior to Substantial Completion:
 - i. Typical moveable furniture includes, but is not limited to: desks, with and without returns; lounge chairs, tables, lateral files cabinets; vertical file cabinets; bookshelves; copier; panels attached to desks. Contractor shall cover and protect furniture, furnishings, and equipment as needed to perform the Work. Upon completion of the flooring 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.
- 16. 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.
- 1. 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.
 - 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".

UTQ-C-25-0015 21 of 45 Printed 7/16/2025

- 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: Utgiagvik Courthouse, 1250 Agvik Street, Utgiagvik, Alaska
- B. Owner: Alaska Court System (ACS), Facilities Dept. 820 West 4th Avenue, Anchorage, Alaska 99501.
 - 1. Owner's Contract Representative: Anna Harrison, Leasing & Contracts Manager.
 - 2. Owner's on-site Representative for Utqiagvik Court: Aubie Gregg, Clerk of Court.
- 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.
- 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).

UTQ-C-25-0015 22 of 45 Printed 7/28/2025

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.
- 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 form 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.

UTQ-C-25-0015 23 of 45 Printed 7/16/2025

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.
- 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.

UTQ-C-25-0015 24 of 45 Printed 7/16/2025

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:
 - 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.
 - 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.

UTQ-C-25-0015 25 of 45 Printed 7/16/2025

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 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.

UTQ-C-25-0015 26 of 45 Printed 7/16/2025

- 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.

B. Dust Control:

- 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.

- 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.

UTQ-C-25-0015 27 of 45 Printed 7/16/2025

- 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

UTQ-C-25-0015 28 of 45 Printed 7/16/2025

SECTION 01740.1 CERTIFICATE OF SUBSTANTIAL COMPLETION

Project: <u>Utqiagvik Courthouse Upgrades</u>		Project #UTQ-C-25-0015		
TO OWNER: Alaska Court System 820 W. 4 th Avenue Anchorage, AK 99501	ARCHITECT: Stantec	CONTRACTOR:		
•	iter and construct	: new counter per attached drawings, add b mechanical cooling in the server room.	pallasting	
		The date of substantial completion of the Work is emplete in accordance with, and as defined in, the		
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:		For		
(Signature)		(Company)		
		Date		
(Name Prin	ited)			
CERTIFICATION BY ARCHITECT OF S	UBSTANTIAL COMPL	 _ETION:		

UTQ-C-25-0015 29 of 45 Printed 7/28/2025

defined in, the contract documents.

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

ARCHITECT: ——		For		
	(Signature)		(Company)	
		——— Date		
	(Name Printed)			-
CERTIFICATION BY F	PROJECT MANAGER OF SUB	STANTIAL COMPLETIC	DN:	
•	spected the Work and certify	that the Work is substa	antially complete, in accorda	ance with, and as
defined in, the contrac	t documents.			
PROJECT MANAGER	·	—— For AL	ASKA COURT SYSTEM	_
	(Signature)		(Company)	
		——— Date		
	(Name Printed)			-
DATE OF SUBSTANT	IAL COMPLETION:			-
In reliance upon the c	ertification of the Contractor, the	ne Architect, and the Pro	oject Manager, the Owner h	ereby accepts the
•	complete. The date of substan	tial completion is hereby	established as	_
for all areas and comp	onents exc ept for naintain all insurance, including	property insurance until	I final acceptance of the Wor	- ·
THE CONTRACTOR SHAIR IT	iaintain ali insurance, including	property insurance, until	i ililai acceptance oi the wor	Λ.
OWNER:	ALASKA COURT SYSTEM		Date	_
The reasonabilities of	the Owner and the Contract	or for acquirity maintains	ance heat utilities demand	to the West and
insurance	the Owner and the Contractorshall	or for security, maintena	ance, neat, utilities, damage as	follows:

END OF SECTION

UTQ-C-25-0015 30 of 45 Printed 7/16/2025

SECTION 01740.2 AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS AND <u>RELEASE</u> LIENS AND CLAIMS AGAINST PAYMENT BOND

Project: <u>Utqiagvik Courthouse Upgrades</u>	Project #UTQ-C-25-0015		
	Contract Date:		
TO OWNER:	CONTRACTOR:		
Alaska Court System			
820 W. 4th Avenue			
Anchorage, AK 99501			

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)

UTQ-C-25-0015 31 of 45 Printed 7/16/2025

	•	•		

3.	Complete and	legally	effective	releases	or waivers	signed by	/ each	of (Contractor's	direct	subcontractors	and	direct	material
	suppliers, and a	all perso	ons who h	ave notifie	ed Contracto	or or Owne	r of a rig	ght to	o make a cla	aim un	der AS 36.35.02	20,		

CONTRACTOR:		Address:
BY: Subscribed and sworn to before me this	day of	20
Notary Public:		
My Commission Expires:		

2. Contractor's Release or Waiver of Claims, conditional upon receipt of final payment.

END OF SECTION

UTQ-C-25-0015 32 of 45 Printed 7/16/2025

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

Project: <u>Utqiagvik Courthouse Upgrades</u>	Project #UTQ-C-25-0015					
	Contract Date:					
TO OWNER: CO	ONTRACTOR:					
Alaska Court System						
820 W. 4th Avenue						
Anchorage, AK 99501						
In accordance with the provision of the Agreement	ent between Owner and the Contractor as	indicated above, the				
·	Company					
on bond of Contractor						
Cont	ractor					
HEREBY APPROVES OF THE FINAL PAYM	ENT 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					
and fault in the said Oursts Ours and have	and Complete community and a second	and all could alabase of				
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	e Surety Company has hereunto set its ha	nd				
this day of	• • •	-				
UTQ-C-25-0015	33 of 45	Printed 7/16/2025				

	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

Project: <u>Utqiagvik Courthouse Upgrades</u>	Project #UTQ-C-25-0015			
	Contract Date:			
TO OWNER:	CONTRACTOR:			
Alaska Court System				
820 W. 4 th Avenue				
Anchorage, AK 99501				

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.)

UTQ-C-25-0015 35 of 45 Printed 7/16/2025

SUF	PPORTING DOCUMENTS ATTACHE	D HERETO:	
4.	$\label{eq:consent} \text{Consent of Surety to Final Payment.}$	Whenever Surety is involved,	Consent of Surety is required

5. Contractor's Release or Waiver of Claims, conditional upon receipt of final payment.

) (no)

Indicate attachment: (yes

6. 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:

UTQ-C-25-0015 36 of 45 Printed 7/16/2025

CERTIFICATE OF COMPLIANCE Utqiagvik Courthouse Upgrades Project #UTQ-C-25-0015

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;
 - 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 W	/HEREOF, the undersigned has signed and sealed this instrument this
day of	, year
(Firm Name):	
,	
(Signature):	
(Title):	
(Attest):	

UTQ-C-25-0015 37 of 45 Printed 7/16/2025

(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.			
END OF SECTION			

SECTION 01740.3 WARRANTY OF WORK AFTER FINAL PAYMENT

Utqiagvik Courthouse Upgrades Project #UTQ-C-25-0015

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)			

UTQ-C-25-0015 39 of 45 Printed 7/16/2025

CERTIFICATE OF COMPLIANCE

Utqiagvik Courthouse Upgrades Project #UTQ-C-25-0015

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:

- B. 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;
 - 5. 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;
 - 6. 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;
 - 7. 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;
 - 8. 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):				
(1)				
(Attest):				
(/ (((00)).				

UTQ-C-25-0015 40 of 45 Printed 7/16/2025

(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.

END OF SECTION

UTQ-C-25-0015 41 of 45 Printed 7/16/2025

SECTION 00 6100

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:		
That	of	as principal
and	of	as surety, (State of Alaska) in the penal sum of
	ind ourselves, our he	rs (\$), the payment whereof, well and truly to be irs, successors, executors, administrators
		t with said State of Alaska, on theday of ades, Project UTQ-C-25-0015, said work to be
perform and complete all obligations and work Alaska, the Alaska Court System and employee or for which they or any of them become liable agents, servants or employees, in the performan	k under said contract and es thereof against any dam e by the default, neglect, nce of said Contract, and it nich exceed the final paym	such that if the said principal shall well and truly shall indemnify and save harmless the State of tages or loss which they or any of them may suffer or carelessness on the part of said principal, his if the Principal shall reimburse upon demand of the nent determined to be due upon completion of the all remain in full force and effect.
IN WITNESS WHEREOF, we have this	ve hereunto set our ha	ands and seals at, Alaska,
day of	, A.D., 20	_•
Principal:		
Ву:		
By:		
Surety:	_	
By:		
By:		

UTQ-C-25-0015 42 of 45 Printed 7/16/2025

Project	#UTQ-C-25-0015
The offered bond has been checked for adequate	uacy under the applicable statutes and regulations:
DATE	CONTRACTING OFFICER Alaska Court System
EN	D OF SECTION

SECTION 00 6200 PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That	of	as	principal,
and	of	as	surety,
in the penal sum of		Dollars (\$	<u>).</u>
good and lawful money of the United States	s of America for the pa	yment whereof, well and truly to b	e paid to the State of
Alaska Court System, we bind ourselves, ou	ır heirs successors, exe	ecutors, administrators, and assign	s jointly and severally,
firmly by these presents.			
WHEREAS, the said principal has en	ntered into written contra	act with said State of Alaska Court \$	System, on the
of, A.D., 20, for	the Utqiagvik Courtho	use Upgrades, Project Number	#UTQ-C-25-0015 said
work to be done according to the terms of said	d contract.		
requirements of law and pay, as they become upon or for the work under said contract, wounder the original contract, any subcontract save harmless the State of Alaska, the Alast they or any of them may suffer or for which neglect or carelessness on the part of sabecome null and void; otherwise they shall refer to the part of the same of the part of the	whether said labor be pail, or any and all duly auska Court System and in they or any of them baid principal, his agentermain in full force and	erformed and said materials and athorized modifications thereto, ar employees thereof against any decome liable by the default of sats, servants or employees, then effect.	supplies be furnished and shall indemnify and amages or loss which id principal, or by any these presents shall
this, A.	.D., 20		
Principal:			Ву:
Ву:			
Surety:By:			
UTO C 25 0045	44 of 45		D::

UTQ-C-25-0015 44 of 45 Printed 7/16/2025

By:	<u></u>
The offered bond has been checked for adequa	acy under the applicable statutes and regulations:
DATE	CONTRACTING OFFICER
	Alaska Court System

END OF SECTION

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SECTION 00 7001 INDEX TO GENERAL CONDITIONS

INDEX TO GENERAL CONDITIONS		6.19	Maintenance During Construction
ADTICLE 1 DEFINITIONS		6.20	Continuing the Work
ARTICLE 1 – DEFINITIONS ARTICLE 2 - AUTHORITIES AND LIMITATIONS		6.21	Consent to Assignment
2.1 Authorities and Limitations		6.22	CONTRACTOR's Records
2.2	Evaluations by Contracting Officer	ARTICLE 7 - LA	AWS AND REGULATIONS
2.3	Means and Methods	7.1	Regulatory Requirements
2.4	Visits to Site/Place of Business	7.2	Permits, Licenses, and Taxes
	RACT DOCUMENTS: INTENT, AMENDING,	7.3	Patented Devices, Materials and Processes
REUSE	NACT DOCUMENTS. INTENT, AMENDING,	7.4	Compliance of Specifications and Drawings
3.1	Incomplete Contract Documents	7.5	Accident Prevention
3.2	Copies of Contract Documents	7.6	Sanitary Provisions
3.3	Scope of Work	7.7	Business Registration
3.4	Intent of Contract Documents	7.8	Professional Registration and Certification
3.5	Discrepancy in Contract Documents	7.9	Local Building Codes
3.6	Clarifications and Interpretations	7.10	Air Quality Control
3.7	Reuse of Documents	7.11	Hazardous Materials: Spills, Reporting & Communication Plan
ARTICLE 4 - NOT U	ISED IN THIS CONTRACT	7.12	Preferential Employment
ARTICLE 5 - BOND	S INSURANCE, AND INDEMNIFICATION	7.13	Wages and Hours of Labor
5.1	Insurance Requirements	7.14	Overtime Work Hours and Compensation
5.2	Indemnification	7.15	Covenant Against Contingent Fees
5.3	Payment and Performance Bonds	7.16	Officials Not to Benefit
ARTICLE 6 - CONT	RACTOR'S RESPONSIBILITIES	7.17	Personal Liability of Public Officials
6.1	Prosecution of the Work	ARTICLE 8 - O	THER WORK
6.2	Supervision of Work	8.1	Assignment of Component Contract by the
6.3	Superintendence by CONTRACTOR	Owner	
6.4	Character of Workers	8.2	Related Work at Site
6.5	CONTRACTOR to Provide	8.3	Access, Cutting, and Patching
6.6	Materials and Equipment	8.4	Defective Work by Others
6.7	Anticipated Schedules	8.5	Coordination
6.8	Adjusting Schedules	ARTICLE 9 - CI	HANGES & DIRECTIVES
6.9	Substitutes	9.1	OWNER's Right to Change
6.10	Evaluation of Substitution	9.2	Authorization of Changes within the General Scope
6.11	Dividing the Work	9.3	Directive
6.12	Subcontractors	9.4	Change Order
6.13	Use of Premises	9.5	Extra Work
6.14	Structural Loading	9.6	Unauthorized Work
6.15	Record Documents	9.7	Differing Site Conditions
6.16	Safety and Protection		CONTRACT PRICE; COMPUTATION AND CHANGE
6.17	Safety Representative	10.1	Contract Price
6.18	Emergencies	10.2	Changes

SECTION 00 7001 INDEX TO GENERAL CONDITIONS

10.3	Compensation for Altered Quantities of Unit Priced Items	14.3	Rights or Remedies	
10.4	Changes in Contract Items not Covered by a	14.4	Convenience Termination	
Unit Price		ARTICLE 15 - CLAIMS	S AND DISPUTES	
ARTICLE 11 - CONTRACT TIME; COMPUTATION AND CHANGE		15.1	Notification	
11.1	Commencement of Contract Time; Notice to Proceed	15.2	Presenting Claim	
11.2	Starting the Work	15.3	Claim Validity, Additional Information, ar Project Manager's Actions	nd
11.3	Computation of Contract Time	15.4	Contracting Officer's Decision	
11.4	Contract Time Change	15.5	Construing the Contract	
11.5	Extension Due to Delays	15.6	Integrated Contract	
11.6	Essence of Contract			
11.7	Reasonable Completion Time			
11.8	Delay Damages			
ARTICLE 12 - QU	UALITY ASSURANCE			
12.1	Warranty and Guaranty			
12.2	Access to Work			
12.3	Tests and Inspections			
12.4	OWNER May Stop the Work			
12.5	Correction or Removal of Defective Work			
12.6	Acceptance of Defective Work			
12.7	OWNER May Correct Defective Work			
ARTICLE 13 - PA	AYMENTS TO CONTRACTOR AND COMPLETION			
13.1	Application for Progress Payment			
13.2	Review of Applications for Progress Payment			
13.3	Stored Materials and Equipment			
13.4	CONTRACTOR'S Warranty of Title			
13.5	Withholding of Payments			
13.6	Request for Release of Funds			
13.7	Substantial Completion			
13.8	Access Following Substantial Completion			
13.9	Final Inspection			
13.10	Final Completion and Application for Payment			
13.11	Final Payment			
13.12	Final Acceptance			
13.13	CONTRACTOR's Continuing Obligation			
13.14	Waiver of Claims by CONTRACTOR			
13.15	No Waiver of Legal Rights			
ARTICLE 14 -	SUSPENSION OF WORK, DEFAULT AND TERMINATION			
14.1	ALASKA COURT SYSTEM May Suspend Work 00700 - 14			

Default of Contract

14.2

SECTION 00 7000 ALASKA COURT SYSTEM GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

ARTICLE 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.

Whenever used in the Specifications or other Contract Documents the following terms have the meaning indicated and are applicable to both the singular and plural thereof. Working titles that have a masculine gender are intended to refer to persons of either sex.

Terms not defined below shall have their ordinary accepted meanings within the context that they are used. "Webster's Third New International Dictionary of the English Language, Unabridged, Copyright 1961", or subsequent revision thereof; shall provide ordinarily accepted meanings. Words that have a well-known technical or trade meaning when used to describe work, materials or equipment shall be interpreted in accordance with such meaning. Words defined in Article 1 are capitalized throughout these General Conditions.

Addenda - All clarifications, corrections, or changes issued graphically or in writing by the OWNER after the Advertisement but prior to the opening of Proposals.

Advertisement - The public announcement, as required by law, inviting bids for Work to be performed or materials to be Furnished.

Approved or Approval - Means written approval by the Contracting Officer or his authorized representative as defined in Article 2.1.

ARCHITECT OR ARCHITECT/ENGINEER - Person or entity representing the OWNER within specified limits of authority. Any reference to the ARCHITECT/ENGINEER shall mean Project Manager.

AS - Initials which stand for Alaska Statute

Award - The acceptance, by the OWNER, of the successful bid.

Bid Bond - A type of Proposal Guaranty.

Bidder - Any individual, firm, corporation or any acceptable combination thereof, or joint venture submitting a bid for the advertised Work.

Calendar Day - Every day shown on the calendar, beginning and ending at midnight.

Change Order - A written order by the OWNER authorizing changes to the Contract Documents, within their general scope.

Conditions of the Contract - Those portions of the Contract Documents that define the rights and responsibilities of the contracting parties and of others involved in the Work. The Conditions of the Contract include General Conditions, Supplementary Conditions and other conditions.

Consultant - The person, firm, or corporation retained directly by the OWNER to prepare Contract Documents, perform construction administration services or other Project related services.

Contract - The written agreement between the OWNER and the CONTRACTOR setting forth the obligations of the parties and covering the Work to be performed, all as required by the Contract Documents.

Contract Documents - The Contract form, Addenda, the bidding requirements and CONTRACTOR's bid (including all appropriate bid tender forms), 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.

Contracting Officer - The person authorized by the OWNER to enter into and administer the Contract on behalf of the OWNER. He has authority to make findings, determinations and decisions with respect to the Contract and, when necessary, to modify or terminate the Contract. The Contracting Officer is identified on the Contract.

CONTRACTOR - The individual, firm, corporation or any acceptable combination thereof, contracting with the OWNER for performance of the Work.

Contract Price - The total moneys payable by the OWNER to the CONTRACTOR under the term of the Contract Documents.

Contract Time - The number of Calendar Days or the date specified in the construction Contract and authorized time extensions that identify how much time the CONTRACTOR is allowed to achieve Final Completion.

Day - Calendar Day, unless otherwise noted.

Defective - An adjective that refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to the OWNER's approval of final payment.

Directive - A written communication to the CONTRACTOR from the Contracting Officer interpreting or enforcing a Contract requirement or ordering commencement of an item of Work.

Drawings - The drawings that show the character and scope of the Work to be performed and which have been furnished by the OWNER or the OWNER's Consultant and are by reference made a part of the Contract Documents.

Effective Date - The date on which the Contract or Change Order effective. The Effective date may be specified in the Contract or Change Order. If no Effective Date is specified in the Contract or Change Order, the Effective Date is the date that the Contract or Change Order is fully executed by both CONTRACTOR and the OWNER.

Final Acceptance - The OWNER's written acceptance of the Work following Final completion and the performance of all Contract requirements by the CONTRACTOR.

Final Completion - The Work (or specified part thereof) has progressed to the point that all Work is complete as determined by the Contracting Officer

Furnish - Supply and deliver to the Project including the cost to supply and deliver

General Requirements - Sections of Division 1 of the Specifications that contain administrative and procedural requirements as well as requirements for temporary facilities that apply to Specification Divisions 2 through 16.

Holidays - In the State of Alaska, legal Holidays occur on:

- 1. New Year's Day January 1
- Martin Luther King Jr.'s Birthday Third Monday in January
- 3. President's Day Third Monday in February
- 4. Seward's Day Last Monday in March
- 5. Memorial Day Last Monday in May
- 6. Independence Day July 4
- 7. Labor Day First Monday in September
- 8. Alaska Day October 18
- 9. Veteran's Day November 11
- 10. Thanksgiving Day Fourth Thursday in November
- 11. Christmas Day December 25
- 12. Every Sunday
- Every Day designated by public proclamation by the President of the United Sates or the Governor of the State as a legal Holiday.

If any Holiday listed above falls on a Saturday, Saturday and the preceding Friday are both legal Holidays. If the Holiday should fall on a Sunday, except (12) above, Sunday and the following Monday are both legal Holidays. See Title 44. Alaska Statutes.

Install - Means to build into the Work, ready to be used in complete and operable condition and in compliance with Contract Documents.

Newtation for Rids - A portion of the hidding documents soliciting hids for the Work

Invitation for Bids - $\dot{\rm A}$ portion of the bidding documents soliciting bids for the Work to be performed.

Notice of Award – The written notice by OWNER to all Bidders that all conditions required for award are met and identifying the successful contractor.

Notice of Intent to Award - The written notice by the OWNER to all Bidders identifying the apparent successful Bidder and establishing the OWNER's intent to execute the Contract.

Notice to Proceed - A written notice to the CONTRACTOR to begin the Work and establishing the date on which the Contract Time begins.

OWNER - The Alaska Court System.

Payment Bond - The security Furnished by the CONTRACTOR and its Surety to guarantee payment of the debts covered by the bond.

Performance Bond - The security Furnished by the CONTRACTOR and its Surety to guarantee performance and completion of the Work in accordance with the Contract.

Project - The total construction, of which the Work performed under the Contract Documents is the whole or a part, where such total construction may be performed by more than one CONTRACTOR.

Project Manager - The authorized representative of the Contracting Officer who is responsible for administration of the Contract.

Proposal - The offer of a Bidder, on the prescribed form to perform the Work at the prices quoted.

Proposal Guaranty - The security Furnished with a Proposal to guarantee that the bidder will enter into a Contract if its Proposal is accepted by the OWNER.

Provide - Furnish and Install for a complete, finished, and operable system

Regulatory Requirements - All applicable state. Federal, and local laws, rules, regulations, ordinances, codes and/or orders.

Request for Payment - The form provided by the OWNER that is to be used by the CONTRACTOR in requesting progress or final payments and is to include such supporting documentation as is required by the Contract Documents.

Schedule of Values - The OWNER's document, submitted by the CONTRACTOR and reviewed by the Contracting Officer, which shall serve as the basis for computing payment and for establishing the value of separate items of Work that comprise the Contract Price.

Shop Drawings - All Drawings, diagrams, illustrations, schedules and other data that are specifically prepared by or for the CONTRACTOR to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted by the CONTRACTOR to illustrate material, equipment, fabrication, or erection for some portion of the Work.

Site – Areas furnished by the OWNER upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by the OWNER which are designated for the use of the CONTRACTOR.

Specifications - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative and procedural details applicable thereto.

Subcontractor - An individual, firm, or corporation to whom the CONTRACTOR or any other Subcontractor sublets part of the Contract.

Substantial Completion - Although not fully completed, the Work (or a specified part thereof) has progressed to the point where, in the opinion of OWNER as evidenced by the OWNER's written notice, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended. The terms "Substantially Complete" and "Substantially Completed" as applied to any Work refer to Substantial Completion thereof.

Supplemental Agreement - A written agreement between the CONTRACTOR and the OWNER covering work that is not within the general scope of the Contract.

Supplementary Conditions - The part of the Contract Documents that amends or supplements these General Conditions.

Supplier - A manufacturer, fabricator, distributor, materialman or vendor of materials or equipment.

Surety - The corporation, partnership, or individual, other than the CONTRACTOR, executing a bond Furnished by the CONTRACTOR.

Using Agency - The entity that will occupy or use the completed Work.

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.

Working Day - Monday through Friday, inclusive, with the exception of Holidays.

ARTICLE 2 - AUTHORITIES AND LIMITATIONS

2.1 Authorities and Limitations

2.1.1 The Contracting Officer alone, shall have the power to bind the OWNER and to exercise the rights, responsibilities, authorities and functions vested in the Contracting Officer by the Contract Documents, except that the Contracting Officer shall have the right to designate in writing authorized representatives to act for him. Wherever any provision of the Contract Documents specifies an individual or organization, whether governmental or private, to perform any act on behalf of or in the interests of the OWNER that individual or organization shall be deemed to be the Contracting Officer's authorized representative under this Contract but only to the extent so specified. The Contracting Officer may, at any time during the performance of this Contract, vest in any such authorized representatives additional power and authority to act for the Contracting Officer or designate additional representatives, specifying the extent of their authority to act for the Contracting Officer; a copy of each document vesting additional authorized representative or designating an additional authorized representative shall be furnished to the CONTRACTOR. The OWNER reserves the right to appoint a new Contracting Officer without affecting any of the CONTRACTOR's obligations to the OWNER under this Contract.

- 2.1.2 The CONTRACTOR shall perform the Work in accordance with the Contract Documents and any Directive or other written order (including but not limited to instruction, direction, interpretation or determination) issued by an authorized representative in accordance with the authorized representative's authority to act for the Contracting Officer. The CONTRACTOR assumes all the risk and consequences of performing the Work in accordance with any order (including but not limited to instruction, direction, interpretation or determination) of anyone not authorized to issue such order, and of any order not in writing.
- 2.1.3 Should the Contracting Officer or his authorized representative designate Consultant(s) to act for the OWNER as provided for in Paragraph 2.1.1, the performance or nonperformance of the Consultant under such authority to act, shall not give rise to any contractual obligation or duty of the Consultant to the CONTRACTOR, any Subcontractor, any Supplier, or any other organization performing any of the Work or any Surety representing them.
- 2.1.4 The term "Contracting Officer" when used in the text of these General Conditions or other Contract Documents following this section shall also mean any duly authorized representative of the Contracting Officer when authorized in accordance with Paragraph 2.1.1.

2.2 Evaluations by Contracting Officer:

- 2.2.1 The Contracting Officer will decide all questions that may arise as to:
 - a. Quality and acceptability of materials Furnished:
 - Quality and acceptability of Work performed;
 - Compliance with the schedule of progress.
 - d. Interpretation of Contract Documents;
 - e. Acceptable fulfillment of the Contract on the part of the CONTRACTOR.
- 2.2.2 In order to avoid cumbersome terms and confusing repetition of expressions in the Contract Documents the terms "as ordered", "as directed", "as required", "as approved" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used it shall be understood as if the expression were followed by the words "by the Contracting Officer," or "to the Contracting Officer."

When such terms are used to describe a requirement, direction, review or judgment of the Contracting Officer as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise).

2.2.3 The use of any such term or adjective shall not be effective to assign to the OWNER any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraphs 2.3 or 2.4.

23 Means and Methods:

The means, methods, techniques, sequences or procedures of construction, or safety precautions and the program incident thereto, and the failure to perform or Furnish the Work in accordance with the Contract Documents are the sole responsibility of the CONTRACTOR

Visits to Site/Place of Business: 2.4

The Contracting Officer will make visits to the site and approved remote storage sites at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. The Contracting Officer may, at reasonable times, inspect that part of the plant or place of business of the CONTRACTOR or Subcontractor that is related to the performance of the Contract. Such observations or the lack of such observations shall in no way relieve the CONTRACTOR from its duty to perform the Work in accordance with the Contract

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.1 Incomplete Contract Documents

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, 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 OWNER expressly denies any responsibility or liability for a bid submitted on the basis of an incomplete set of Contract Documents.

Copies of Contract Documents: 3.2

The OWNER shall furnish to the CONTRACTOR up to five copies of the Contract Documents. Additional copies will be furnished, upon request, at the cost of reproduction.

3.3 Scope of Work:

The Contract Documents comprise the entire Contract between the OWNER and the CONTRACTOR concerning the Work. Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the Regulatory Requirements of the place of the Project.

It is specifically agreed between the parties executing this Contract that it is not intended by any of the provisions of the Contract to create in the public or any member thereof a third party benefit, or to authorize anyone not a party to this Contract to maintain a suit pursuant to any terms or provision of the Contract.

3 4 Intent of Contract Documents:

- It is the intent of the Contract Documents to describe 3.4.1 a functionally complete Project to be constructed in a functionally complete ruled to be constituted in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied, without any adjustment in Contract Price or Contract Time, whether or not specifically called for.
- 3.4.2 Reference to standard specifications, manuals or reference to standard specifications, manuals of codes of any technical society, organization or association, or to the Regulatory Requirements of any governmental authority, whether such reference be specific or by implication, shall mean the edition stated in the Contract Documents or if not stated the latest standard specification, manual, the code of latest standard specification, manual, the code of Regulatory Requirements in effect at the time of Advertisement for the Project (or, on the Effective Date of the Contract if there was no Advertisement). However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of the OWNER and the CONTRACTOR, or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to the OWNER or any of the OWNER's Consultants, agents

or employees, any duty or authority to supervise or direct the Furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraphs 2.3 or 2.4.

3.5 Discrepancy in Contract Documents:

3.5.1

Before undertaking the Work, the CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures, and dimensions shown thereon and all applicable field measurements and conditions. Work in the area by the CONTRACTOR shall imply verification of figures, dimensions and field measurements. If, during the above study or during the performance of the Work, the CONTRACTOR finds a conflict, error, discrepancy or omission in the Contract Documents, or a discrepancy between the Contract Documents and any standard specification, manual, code, or Regulatory Requirement that affects the Work, the CONTRACTOR shall promptly report such discrepancy in writing to the Contracting Officer. The CONTRACTOR shall obtain a written interpretation or clarification from the Contracting Officer before proceeding with any Work affected thereby. Any adjustment made by the CONTRACTOR without this determination shall be at its own risk and expense. However, the CONTRACTOR shall not be liable to the OWNER for failure to report any conflict, error or discrepancy in the Contract Documents unless the CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.

3.5.2 Discrepancy - Order of Precedence:

When conflicts, errors, or discrepancies within the Contract Documents exist, the order of precedence from most governing to least governing will be as follows:

- 1. The Signed Contract;
- 2. Contents of Addenda:
- 3. Instructions to Bidders
- Supplementary Conditions;
 General Conditions;
- 6. General Requirements;
- 7 Manufacturer's Instructions:
- 8. Technical Specifications;
- 9. Drawings (recorded dimensions will govern over scaled dimensions, large scale details over small scale, schedules over plans, architectural Drawings, over structural Drawings over mechanical and electrical Drawings)

3.6 Clarifications and Interpretations:

The Contracting Officer will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as the Contracting Officer may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents.

3.7 Reuse of Documents:

Neither the CONTRACTOR nor any Subcontractor, or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with the OWNER shall have or acquire any title to or ownership rights in any of the Contract Documents (or copies thereof) prepared by or for the OWNER and they shall not reuse any of the Contract Documents on extensions of the Project or any other project without written consent of the Contracting Officer.

Contract Documents prepared by the CONTRACTOR in connection with the Work shall become the property of the OWNER.

ARTICLE 4 - NOT USED IN THIS CONTRACT

ARTICLE 5 - BONDS INSURANCE, AND INDEMNIFICATION

Insurance Requirements:

The CONTRACTOR shall provide evidence of 5.1.1 insurance with a carrier or carriers satisfactory to the OWNER covering injury to persons and/or property suffered by the State of Alaska or a third party, as a result of operations which arise both out of and during the course of this Contract by the CONTRACTOR or by any Subcontractor. This coverage will also provide protection against injuries to all employees of the CONTRACTOR and the employees of any

Subcontractor engaged in Work under this Contract. The policy of insurance shall be endorsed to provide for delivery to the OWNER of a written 30-Day notice is required before cancellation of any coverage or reduction in any limits of liability. Insurance carriers shall have an acceptable financial rating.

The CONTRACTOR shall maintain in force at all times during the performance of Work under this agreement the following policies of insurance. Failure to maintain insurance may, at the option of the Contracting Officer, be deemed Defective Work and remedied in accordance with the Contract. Where specific limits and coverages are shown, it is understood that they shall be the minimum acceptable. The requirements of this paragraph shall not limit the CONTRACTOR's responsibility to indemnify under paragraph 5.2. Additional insurance requirements specific to this Contract are contained in the Supplementary Conditions, when applicable.

5.1.2

a. Workers' Compensation Insurance: The CONTRACTOR shall provide and maintain, for all employees of the CONTRACTOR engaged in Work under this Contract, Workers' Compensation Insurance as required by AS 23.30.045.

The CONTRACTOR shall be responsible for Workers' Compensation insurance for any Subcontractor who Provides services under this Contract, to include:

- Employer's Liability
 Protection in the amount of
 \$100,000 per
 person/\$100,000 per
 occurrence;
- If the CONTRACTOR directly utilizes labor outside of the State of Alaska in the prosecution of the Work, "other States" endorsement shall be required as a Condition of the Contract
- b. Comprehensive or Commercial General Liability Insurance: shall cover all operations by or on behalf of the CONTRACTOR and shall provide insurance for bodily injury and property damage liability including coverage for premises and operations; products and completed operations; contractual liability insuring obligations assumed under paragraph 5.2, indemnification; broad form property damage; and personal injury liability. The minimum limits of liability shall be:
 - If the CONTRACTOR carries Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage and Personal Injury Liability of:

\$ 500,000 each occurrence \$1,000,000 aggregate

If the CONTRACTOR carries Commercial General Liability policy the limits of liability shall not be less than:

\$ 500,000 Each Occurrence (Combined Single Limit for bodily injury and property damage.)

\$500,000 for Personal Injury Liability

\$1,000,000 Aggregate for Products- Completed Operations

\$1,000,000 General Aggregate

The OWNER shall be named as an "Additional Insured" under all liability coverages listed above.

c. Automobile Liability Insurance:

Such insurance shall cover all owned, hired and non-owned vehicles and provide coverage not less than that of the Business Automobile Policy in limits not less than the following:

\$1,000,000 Each
Occurrence (Combined
Single Limit for bodily
injury and property
damage.)

d. Builder's Risk Insurance:

Coverage shall be on an "All Risk" completed value basis including "quads and flood" and protect the interests of the OWNER, the CONTRACTOR and its Subcontractors. Coverage shall include all materials, supplies and equipment that are intended for specific installation in the project while such materials, supplies and equipment are located at the project site and in transit from port of arrival to job site and while temporarily located away from the project site.

In addition to providing the above coverages the CONTRACTOR shall ensure that Subcontractors provide insurance coverages as noted in clauses a., b., and c. of this subparagraph.

- e. Other Coverages: As specified in the Supplementary Conditions.
- 5.1.3 Evidence, consisting of a certificate of insurance or the policy declaration page with required endorsements attached thereto -- all of which have been executed by the insurer's representative and issued to the OWNER, shall denote the type, amount, class of operations covered, effective (and retroactive) dates, and dates of expiration of policies.

Evidence pertaining to Worker's Compensation, General Liability, Automobile Liability and all other coverages shall be evidenced prior to commencement of Work and execution of the Contract. Acceptance by the OWNER of deficient evidence does not constitute a waiver of Contract requirements as provided for by the Conditions of the Contract.

If a certificate is submitted as evidence it shall contain the following statement:

"This is to certify that the policies described herein comply with all aspects of the insurance requirements of [Contract Name and Number, and Project Number]."

5.2 Indemnification:

The CONTRACTOR shall indemnify, hold harmless, protect and defend the OWNER and its agents, including its employees from and against any and all claims, demands, and causes of action for injuries or damages sustained by any person or property arising out of, or in any way connected with the Work or the CONTRACTOR's performance of or obligations under this Contract. The CONTRACTOR is not obligated to indemnify the OWNER for its sole negligence.

5.3 Payment and Performance Bonds

Payment and Performance bonds must be in a sum equal to at the total amount payable by the terms of the Contract. Use forms shown in Section 00610 and 00620 or a facsimile copy, or a form provided by a corporate surety that provides substantially the same information.

ARTICLE 6 -CONTRACTOR'S RESPONSIBILITIES

6.1 Prosecution of the Work

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.

6.2 Supervision of Work:

The CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction.

6.3 Superintendence by CONTRACTOR:

The CONTRACTOR shall provide on the Site at all times during the prosecution of the Work a competent, resident superintendent. The Contracting Officer shall be advised in writing of the superintendent's name, local address, and telephone number. This written advice is to be kept current until Final Acceptance by the OWNER. The superintendent will be the CONTRACTOR's representative at the site and shall have full authority to act and sign documents on behalf of the CONTRACTOR.

All communications given to the superintendent shall be as binding as if given to the CONTRACTOR. The CONTRACTOR shall cooperate with the Contracting Officer in every way possible.

6.4 Character of Workers:

The CONTRACTOR shall provide a sufficient number of competent, suitably qualified personnel to plan, manage, and Provide the Work as required by the Contract Documents. The CONTRACTOR shall at all times maintain good discipline and order at the site. The Contracting Officer may, in writing, require the CONTRACTOR to remove from the Work any employee the Contracting Officer deems incompetent, careless, or otherwise detrimental to the progress of the Work, but the Contracting Officer shall have no duty to exercise this right.

6.5 CONTRACTOR to Provide:

Unless otherwise specified in the General Requirements, the CONTRACTOR shall Provide and assume full responsibility for all materials, equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the Furnishing, performance, testing, start-up and completion of the Work.

6.6 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. If required by the Contracting Officer, the CONTRACTOR shall Furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment provided. All materials and equipment shall be applied, Installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Contract Documents, but no provision of any such instructions will be effective to assign to the OWNER or any of the OWNER's Consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraphs 2.2, 2.3 or 2.4.

6.7 Anticipated Schedules:

Unless otherwise specified in the General Requirements, within reasonable time prior to the preconstruction conference the CONTRACTOR shall submit to the Contracting Officer for review an anticipated progress schedule indicating the starting and completion dates of the various stages of the Work.

6.8 Adjusting Schedules:

Upon substantial changes to the schedule or upon request, the CONTRACTOR shall submit to the Contracting Officer for acceptance adjustments in the schedules to reflect the actual present and anticipated progress of the Work.

6.9 Substitutes:

Notwithstanding any other provisions of the Contract, the CONTRACTOR bears the risk of delay or failure associated with any substitution requested or proposed by the CONTRACTOR, regardless of whether the substitution has been approved by the OWNER.

6.9.1

- Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other Suppliers may be accepted by the Contracting Officer, but only if sufficient information is submitted by the CONTRACTOR that clearly demonstrates to the Contracting Officer that the material or equipment proposed is equivalent or equal in all aspects to that named. The procedure for review by the Contracting Officer will include the following as supplemented in the General Requirements:
 - Requests for review of substitute items of material and equipment will not be accepted by the Contracting Officer from anyone other than the CONTRACTOR.
 - b. If the CONTRACTOR wishes to furnish or use a substitute item of material or equipment, the CONTRACTOR shall make written application to the Contracting Officer for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will certify that the evaluation and acceptance of the proposed substitute will not delay the CONTRACTOR's achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with the OWNER for Work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty.
 - c. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the OWNER in evaluating the proposed substitute. The OWNER may require the CONTRACTOR to Furnish at the CONTRACTOR's expense additional data about the proposed substitute.
- 6.9.2 The Contracting Officer may reject any substitution request that the Contracting Officer determines is not in the best interest of the OWNER.

6.9.3 Substitute Means and Methods:

If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, the CONTRACTOR may Furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the Contracting Officer, if the CONTRACTOR submits sufficient information to allow the Contracting Officer to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedure for review by the Contracting Officer will be similar to that provided in paragraph 6.10 as applied by the Contracting Officer and as may be supplemented in the General Requirements.

6.10 Evaluation of Substitution:

The Contracting Officer will be allowed a reasonable time within which to evaluate each proposed substitute. The Contracting Officer will be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the Contracting Officer's prior written acceptance which will be evidenced by either a Change Order or Approval in accordance with paragraph 6.9. The Contracting Officer may require the CONTRACTOR to Furnish at the CONTRACTOR's expense a special performance guarantee or other Surety with respect to any substitute.

6.11 Dividing the Work:

The divisions and sections of the Specifications and the identifications of any Drawings shall not control the CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

6.12 Subcontractors:

The CONTRACTOR may utilize the services of licensed specialty Subcontractors on those parts of the Work, which under normal contracting practices, are performed by licensed specialty Subcontractors.

- 6.12.1 The CONTRACTOR shall be fully responsible to the OWNER for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or Furnishing any of the Work under a direct or indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions.
- 6.12.2 Nothing in the Contract Documents shall create any contractual relationship between the OWNER and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of the OWNER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier or other person or organization except as may otherwise be required by Regulatory Requirements. The OWNER will not undertake to settle any differences between or among the CONTRACTOR, Subcontractors, or Suppliers.
- 6.12.3 The CONTRACTOR shall include on its own payrolls any person or persons working on this Contract who are not covered by written subcontract, and shall ensure that all Subcontractors include on their payrolls all persons performing Work under the direction of the Subcontractor.
- 6.12.4 No claim of CONTRACTOR shall include any element of a claim of a Subcontractor unless the CONTRACTOR first warrants that the claim is valid.
- 6.12.5 The CONTRACTOR shall be responsible for ensuring that all personnel on the Project are covered by Unemployment Insurance as required by Regulatory Requirements.

6.13 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 remote storage sites.

6.14 Structural Loading:

The CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall the CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.15 Record Documents:

The CONTRACTOR shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Directives, Change Orders, Supplemental Agreements, and written interpretations and clarifications (issued pursuant to paragraph 3.6) in good order and annotated to show all changes made during construction. The CONTRACTOR shall update the record documents weekly to reflect all changes through the date of the update. These record documents together with all Approved samples and a counterpart of all Approved Shop Drawings will be available to the Contracting Officer for reference and copying. Upon completion of the Work, the annotated record documents, samples and Shop Drawings will be delivered to the Contracting Officer. Record documents shall accurately record variations in the Work that vary from requirements shown or indicated in the Contract Documents.

6.16 Safety and Protection:

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:

- 6.16.1 All employees on the Work and other persons and organizations who may be affected thereby;
- 6.16.2 All the Work and materials and equipment to be incorporated therein, whether in storage on or off the site: and
- 6.16.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation or replacement in the course of construction.

The CONTRACTOR shall comply with all applicable Regulatory Requirements of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. The CONTRACTOR shall notify owners of adjacent property and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the CONTRACTOR, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by the CONTRACTOR with no change in Contract Price or Contract Time, except damage or loss attributable to unforeseeable causes beyond the control of and without the fault or regligence of the CONTRACTOR, including but not restricted to the acts of God, the public enemy, or governmental authorities. The CONTRACTOR's duties and responsibilities for the safety and protection of the Work shall continue until Final Acceptance (except as otherwise expressly provided in connection with Substantial Completion).

6.16.4 All employees, persons, property and landscaping at the property, including plantings, pavements, roadways, structures, lighting, utilities, and vehicles, from the weight and activity of cranes and other heavy hoisting equipment.

6.17 Safety Representative:

The CONTRACTOR shall designate a responsible safety representative at the site. This person shall be the CONTRACTOR's superintendent unless otherwise designated in writing by the CONTRACTOR to the Contracting Officer.

6.18 Emergencies:

In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the OWNER, is obligated to act to prevent threatened damage, injury or loss. The CONTRACTOR shall give the Contracting Officer prompt written notice if the CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If the OWNER determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a change will be authorized by one of the methods indicated in Paragraph 9.2, as determined appropriate by the Contracting Officer.

6.19 Maintenance During Construction:

The CONTRACTOR shall maintain the Work during construction and until Substantial Completion, at which time the responsibility for maintenance shall be established in accordance with paragraph 13.7.

6.20 Continuing the Work:

The CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with the OWNER. No Work shall be delayed or postponed pending resolution of any disputes, disagreements, or claims except as the CONTRACTOR and the Contracting Officer may otherwise agree in writing.

6.21 Consent to Assignment:

The CONTRACTOR shall obtain the prior written consent of the Contracting Officer to any proposed assignment of any interest in, or part of this Contract. The consent to any assignment or transfer shall not operate to relieve the CONTRACTOR or its Sureties of any obligations under this Contract or the Performance Bonds. Nothing herein contained shall be construed to hinder, prevent, or affect an assignment of monies due, or to become due hereunder, made for the benefit of the CONTRACTOR's creditors pursuant to law.

6.22 CONTRACTOR's Records:

- 6.22.1 Records of the CONTRACTOR and Subcontractors relating to personnel, payrolls, invoices of materials, and any and all other data relevant to the performance of this Contract, must be kept on a generally recognized accounting system. Such records must be available during normal work hours to the Contracting Officer for purposes of investigation to ascertain compliance with Regulatory Requirements and provisions of the Contract Documents.
- 6.22.2 Payroll records must contain the name and address of each employee, his correct classification, rate of pay, daily and weekly number of hours of work, deductions made, and actual wages paid. The CONTRACTOR and Subcontractors shall make employment records available for inspection by the Contracting Officer and representatives of the U.S. and/or State Department of Labor and will permit such representatives to interview employees during working hours on the Project
- 6.22.3 Records of all communications between the OWNER and the CONTRACTOR and other parties, where such communications affected performance of this Contract, must be kept by the CONTRACTOR and maintained for a period of three years from Final Acceptance. The OWNER or its assigned representative may perform an audit of these records during normal work hours after written notice to the CONTRACTOR.

ARTICLE 7 - LAWS AND REGULATIONS

7.1 Regulatory Requirements

The CONTRACTOR shall keep fully informed of all federal and state Regulatory Requirements and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the Work, or which in any way affect the conduct of the Work. The CONTRACTOR shall at all times observe and comply with all such Regulatory Requirements orders and decrees; and shall protect and indemnify the OWNER and its representatives against all claims, demands, and liabilities arising out of or in any way connected with an actual or alleged violation of any such Regulatory Requirement, order, or decree whether by the CONTRACTOR, Subcontractor, or any employee of either. Except where otherwise expressly required by applicable Regulatory Requirements, the OWNER shall not be responsible for monitoring CONTRACTOR's compliance with any Regulatory Requirements.

7.2 Permits, Licenses, and Taxes

- 7.2.1 The CONTRACTOR shall procure all permits and licenses, pay all charges, fees and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the Work. As a condition of performance of this Contract, the CONTRACTOR shall pay all Federal, State and local taxes incurred by the CONTRACTOR, in the performance of this Contract. Proof of payment of these taxes may be a condition precedent to final payment by the OWNER under this Contract. The OWNER shall pay for all plan review and building permit fees required by the State Fire Marshal and/or the City of Anchorage. The CONTRACTOR shall pay for all building and trade permits and licenses.
- 7.2.2 The CONTRACTOR's certification that taxes have been paid (as contained in the Release of Contract) will be verified with the Department of Revenue and Department of Labor, prior to final payment.
- 7.2.3 If any Federal, State or local sales or excise tax is imposed, charged, or repealed after the date of bid opening and is made applicable to and paid by the

CONTRACTOR on the articles or supplies herein contracted for, then the Contract shall be increased or decreased accordingly by a Change Order.

7.3 Patented Devices, Materials and Processes

If the CONTRACTOR employs any design, device, material, or process covered by letters of patent, trademark or copyright, the CONTRACTOR shall provide for such use by suitable legal agreement with the patentee or owner. The CONTRACTOR and the Surety shall indemnify and save harmless the OWNER, any affected third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device material or process, or any trademark or copyright, and shall indemnify the OWNER for any costs, expenses, and damage that it may be obliged to pay by reason of any infringement, at any time during the prosecution or after the completion of the Work.

7.4 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 by one of the methods indicated in paragraph 9.2. as determined by the Contracting Officer. If the CONTRACTOR performs any Work knowing or having reason to know that it is contrary to such Regulatory Requirements, and without such notice to the Contracting Officer, the CONTRACTOR shall bear all costs arising therefrom; however, it shall not be the CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings supplied by the OWNER are in accordance with such Regulatory Requirements.

7.5 Accident Prevention:

The CONTRACTOR shall comply with AS 18.60.075 and all pertinent provisions of the Construction Code Occupational Safety and Health Standards issued by the Alaska Department of Labor.

7.6 Sanitary Provisions:

The CONTRACTOR shall Furnish and maintain in a neat and sanitary condition such accommodations for the use of its employees and OWNER representatives as may be necessary to comply with the Regulatory Requirements of the State and local Boards of Health, or of other bodies or tribunals having jurisdiction.

7.7 Business Registration:

Comply with AS 08.18.011, as follows: "A person may not submit a bid or work as a contractor until that person has been issued a certificate of registration as a contractor by the department. A partnership or joint venture shall be considered registered if one of the general partners or venturers whose name appears in the name under which the partnership or venture does business is registered as a contractor."

7.8 Professional Registration and Certification

All craft trades, architects, engineers and land surveyors, electrical administrators, and explosive handlers employed under the Contract shall specifically comply with applicable provisions of AS 08.18, 08.49, 08.40, and 08.52. CONTRACTOR shall provide copies of individual licenses within seven days following a request from the Contracting Officer.

7.9 Local Building Codes:

The CONTRACTOR shall comply with AS 35.10.025, which requires construction in accordance with applicable local building codes including the obtaining of required permits.

7.10 Air Quality Control:

The CONTRACTOR shall comply with all applicable provisions of AS 46.03.04 as pertains to Air Pollution Control.

7.11 Hazardous Materials: Spills, Reporting & Communication Plan

The CONTRACTOR shall comply with all applicable provisions of Alaska Administrative Code Title 18, Section 75.300 regarding reporting of hazardous materials and oil spills. For all toxic or hazardous materials used in this Project the CONTRACTOR shall have available on site Material Safety Data Sheets and have in place a hazard communication program and comply with other requirements of Alaska Administrative Code Title 18 Section 15.010.

7.12 Preferential Employment:

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

7.13 Wages and Hours of Labor:

7.13.1 One certified copy of all payrolls shall be submitted weekly to the State Department of Labor to assure compliance with AS 36.05.040, Filing Schedule of Employees' Wages Paid and Other Information. An additional copy of all certified payrolls shall be submitted to the OWNER concurrently with the submittal to the State Department of Labor. The CONTRACTOR shall be responsible for the submission of certified copies of payrolls of all Subcontractors. The certification shall affirm that the payrolls are current and complete, that the wage rates contained therein are not less than the applicable rates referenced in these Contract Documents, and that the classification set forth for each laborer or mechanic conforms with the Work he performed. The CONTRACTOR and its Subcontractors shall attend all hearings and conferences and produce such books, papers, and documents all as requested by the Department of Labor. Should Federal funds be involved, the appropriate Federal Agency shall also receive a copy of the CONTRACTOR's certified payrolls.

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

- 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;
- 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;
- c. 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
 - the rates of wages required by the Contract to be paid laborers, mechanics, or field surveyors on the Work, and
 - the rates of wages in fact received by laborers, mechanics, or field surveyors.

7.14 Overtime Work Hours and Compensation:

Pursuant to AS 23.10.060, the CONTRACTOR shall not require nor permit any laborer or mechanic in any workweek in which he is employed on any Work under this Contract to work in excess of eight hours in any Calendar Day or in excess of forty hours in such workweek on Work subject to the provisions of the Contract Work Hours and Safety Standards Act unless such laborer or mechanic receives compensation at a rate not less than one and one half times his basic rate of pay for all such hours worked in excess of eight hours in any Calendar Day or in excess of forty hours in such workweek whichever is the greater number of overtime hours. In the event of any violation of this provision, the CONTRACTOR shall be liable to the affected employee for any amounts due and penalties and to the OWNER for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of this provision in the sum of \$10.00 for each Calendar Day on which such employee was required or permitted to be employed on such Work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by this paragraph.

7.15 Covenant Against Contingent Fees:

The CONTRACTOR warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business. For breach or violation of this warrant, the OWNER shall have the right to annul this Contract without liability or, in its discretion, to deduct price of consideration from the Contract or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

7.16 Officials Not to Benefit:

No member of or delegate to the State Legislature or other State official shall be admitted to any share or part of this Contract, nor to any benefit that may arise therefrom. However, this provision shall not be construed to extend to this Contract if made with a corporation for its general benefit.

7.17 Personal Liability of Public Officials:

In carrying out any of the provisions thereof, or in exercising any power or authority granted to the Contracting Officer by the Contract, there will be no liability upon the Contracting Officer nor upon State employees authorized as his representatives, either personally or as officials of the State of Alaska, it being always understood that in such matters they act as agents and representatives of the OWNER/

ARTICLE 8 - OTHER WORK

3.1 Assignment of Component Contract by the Owner

The OWNER may at any time enter into separate contracts with other contractors to perform work or supply materials or services for the Project. The OWNER may, at its sole discretion, assign its interests, rights, and responsibilities in one or more of the component contracts to the CONTRACTOR anytime after execution of such contract. The assignment shall be executed using a Form of Agreement provided by the OWNER. The Contract Documents will describe the scope of Work, estimated, or actual contract amounts, and scheduling requirements for these assigned contracts.

If an assigned subcontract is indicated in the General Requirements, the Contractor shall include in its bid an amount as compensation for all supervision, overhead, bonds, profit, and all other expenses associated with the assumption of the OWNER's interests, rights, and responsibilities in the assigned subcontracts.

8.2 Related Work at Site;

- 8.2.1 The OWNER reserves the right at any time to contract for and perform other or additional work on or near the Work covered by the Contract.
- 8.2.2 When separate contracts are let within the limits of the Project, the CONTRACTOR shall conduct its Work so as not to interfere with or hinder the work being performed by other contractors. The CONTRACTOR when working on the same Project with other contractors shall cooperate with such other contractors. The CONTRACTOR shall join its Work with that of the others in an acceptable manner and shall perform it in proper sequence to that of others.
- 8.2.3 If the fact that other such Work which is to be performed is identified or shown in the Contract Documents, the CONTRACTOR shall assume all liability, financial or otherwise, in connection with this Contract and indemnify and save harmless the OWNER from any and all damages or claims that may arise because of inconvenience, delay, or loss experienced by the CONTRACTOR because of the presence and operations of other contractors.
- 8.2.4 If the fact that such other work is to be performed is not identified or shown in the Contract Documents, written notice thereof will be given to the CONTRACTOR prior to starting any such other work. If the CONTRACTOR believes that such performance will require an increase in Contract Price or Contract Time, the CONTRACTOR shall notify the Contracting Officer of such required increase within 15 Calendar Days following receipt of the Contracting Officer's notice. Should the Contracting Officer find

such increase(s) to be justified, a Change Order will be executed.

8.3 Access, Cutting, and Patching:

The CONTRACTOR shall afford each utility owner and any other contractor who is a party to a direct contract with the OWNER (or the OWNER, if the OWNER is performing the additional work with the OWNER's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work, and shall properly connect and coordinate the Work with the work of others. The CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. The CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter such other work with the written consent of the Contracting Officer. The duties and responsibilities of the CONTRACTOR under this paragraph are for the benefit of other contractors to the extent that these are comparable provisions for the benefit of the CONTRACTOR in said direct contracts between the OWNER and other contractors.

8.4 Defective Work by Others:

If any part of the CONTRACTOR's Work depends for proper execution or results upon the work of any such other contractor, utility owner or the OWNER, the CONTRACTOR shall inspect and promptly report to the Contracting Officer in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. The CONTRACTOR's failure too so report will constitute an acceptance of the other work as fit and proper for integration with CONTRACTOR's Work except for latent or nonapparent defects and deficiencies in the other work.

8.5 Coordination:

If the OWNER contracts with others for the performance of other work at the site, Contracting Officer will have authority to coordinate the activities among the various prime contractors.

ARTICLE 9 - CHANGES & DIRECTIVES

9.1 OWNER's Right to Change

The OWNER reserves the right to make, at any time during the progress of the Work, without notice to Sureties and within the general scope of the Contract, such changes, deviations, additions to or deletions from the Contract Documents, including the right to alter the quantity of any item or portion of the Work as may be deemed by the OWNER to be necessary or desirable and to require such extra Work, including direction to accelerate the Work, as may be determined by the OWNER to be required for the proper completion or construction of the whole Work contemplated. Such changes shall be set forth in writing as a Change Order and shall neither invalidate the Contract nor release the Surety. CONTRACTOR agrees to perform the Work, as changed, the same as if it had been a part of the original Contract.

9.2 Authorization of Changes within the General Scope

Additions, deletions, or revisions in the Work within the general scope of the Contract as specified in 9.1 shall be authorized only by Change Order.

9.3 Directive

- 9.3.1 The Contracting Officer shall provide written clarification or interpretation of the Contract Documents (pursuant to paragraph 3.6).
- 9.3.2 The Contracting Officer may authorize minor variations in the Work from the requirements of the Contract Documents that do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents.
- 9.3.3 The Contracting Officer may order the CONTRACTOR to correct Defective Work or methods that are not in conformance with the Contract Documents.
- 9.3.4 The Contracting Officer may direct the commencement of Work, the commencement of Work under dispute, the suspension of Work or emergency related Work (as provided in paragraph 6.19).
- 9.3.5 Upon the issuance of a Directive to the CONTRACTOR by the Contracting Officer, the CONTRACTOR shall proceed with the performance of the Work as prescribed by such Directive.

9.3.6

If the CONTRACTOR believes that the changes noted in a Directive may cause an increase in the Contract Price or an extension of Contract Time, the CONTRACTOR shall, within 3 Working Days, provide written notice to the Contracting Officer depicting such increases before proceeding with the Directive, except in the case of an emergency. If the Contracting Officer finds the increase in Contract Price or the extension of Contract Time justified, a Change Order will be issued. If however, the Contracting Officer does not find that a Change Order is justified, the Contracting Officer may direct the CONTRACTOR shall cooperate with the Contracting Officer in keeping complete daily records of the cost of such Work. If a Change Order is ultimately determined to be justified, in the absence of agreed prices and unit prices, payment for such Work will be made on a cost of the Work basis.

9.4 Change Order

A change in Contract Time, Contract Price, or responsibility may be made for changes within the scope of the Work only by Change Order. Upon receipt of an executed Change Order, the CONTRACTOR shall promptly proceed with the Work involved, which will be performed under the applicable Conditions of the Contract except as otherwise specifically provided. Changes in Contract Price and Contract Time shall be made in accordance with Articles 10 and 11.

9.5 Extra Work

Any change that is outside the general scope of the Contract, as determined by the Contracting Officer, must be authorized by a Supplemental Agreement signed by the appropriate representatives of the OWNER and the CONTRACTOR. Extra Work performed without a signed Supplemental Agreement or Change Order shall be treated as unauthorized work.

9.6 Unauthorized Work:

The CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Time with respect to any work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in this Article 9, except in the case of an emergency as provided in paragraph 6.18 and except in the case of uncovering Work.

9.7 Differing Site Conditions:

9.7.1 The CONTRACTOR shall promptly, and before such conditions are disturbed (except in an emergency as permitted by paragraph 6.18), notify the Contracting Officer in writing of: (1) subsurface or latent physical conditions at the site differing materially from those indicated in the Contract, and which could not have been discovered by a careful examination of the site, or (2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract. The Contracting Officer shall promptly investigate the condition, and if the Contracting Officer finds that such conditions do materially so differ and cause an increase or decrease in the CONTRACTOR's cost of, or time required for, performance of this Contract, an equitable adjustment shall be made and the Contract modified in writing accordingly.

9.7.2 Any claim for additional compensation by the CONTRACTOR under this clause shall be made in accordance with Article 15 and shall not be allowed unless the CONTRACTOR has first given the notice required by this Contract. In the event that the Contracting Officer and the CONTRACTOR are unable to reach an agreement concerning alleged differing site conditions, the CONTRACTOR will be required to keep an accurate and detailed record that will indicate the actual cost of the Work done under the alleged differing site condition. Failure to keep such a record shall be a bar to any recovery by reason of such alleged differing site conditions. The Contracting Officer shall be given the opportunity to supervise and check the keeping of such records.

ARTICLE 10 – CONTRACT PRICE; COMPUTATION AND CHANGE

10.1 Contract Price:

The Contract Price constitutes the total compensation (subject to

authorized adjustments) payable to the CONTRACTOR for performing the Work. All duties, responsibilities, and obligations assigned to or undertaken by the CONTRACTOR shall be at the CONTRACTOR's expense without change in the Contract Price. The Contract Price may only be changed by a Change Order or a Supplemental Agreement.

10.2 Changes:

The OWNER reserves the right to make changes to the Work or Contract Documents in accordance with Article 9 of these General Conditions. CONTRACTOR agrees to perform the Work, as changed, as if it had been a part of the original Contract. If the directed changes justify changes in Contract Price the Contract Price change shall be determined as specified in this Article 10.

10.3 Compensation for Altered Quantities of Unit Priced Items.

Payment to the CONTRACTOR for unit price items shall be made only for the actual accepted quantities of Work performed or materials furnished, in conformance with the Contract. When the accepted quantities of Work or materials vary from the quantities stated in the bid schedule, CONTRACTOR shall accept as payment in full, payment at the original Contract unit prices for the quantities of Work and materials Furnished, completed, and accepted, except as provided below:

- 10.3.1 Under the provisions of Section 10.3, a "Major Contract Item" is any Contract item for which the product of the bid quantity and the unit bid price exceeds \$50,000.
- 10.3.2 Where the final quantity of a Major Contract Item is greater than 125% of the bid quantity, an adjustment shall be made for those units of Work completed and accepted that are in excess of 125% of the bid quantity.
- 10.3.3 Where the final quantity of a Major Contract Item is less than 75% of the bid quantity, payment shall be made as determined under Paragraph 10.3.4 for those units of Work completed and accepted, except that the total payment for the item shall not exceed 75% of the total amount bid for the item.
- 10.3.4 For Major Contract Item Work completed and accepted and materials furnished in excess of 125% of the bid quantity and, subject to the limitation in Paragraph 10.3.3, for Major Contract Item Work performed and accepted and materials furnished whose final quantity is less than 75% of the bid quantity, payment shall be made either on a unit basis at agreed prices or, if no agreement is reached as to unit prices, the Contract item shall be deleted from the Contract, and payment for Work performed and accepted and materials furnished shall be calculated as an Additive or Deductive Change under Paragraph 10.4.
- 10.4 Changes in Contract Items not Covered by a Unit Price.

10.4.1 Additive Changes

Payment to the CONTRACTOR for changes in the Contract not covered by unit prices shall be determined utilizing one of the following methods:

- a. Mutually acceptable lump sum price including overhead and profit. The CONTRACTOR shall provide an estimated cost breakdown in accordance with, 10.4.5 and 10.4.6.
- b. If no agreement can be reached regarding an acceptable lump sum price, or if the CONTRACTOR is directed by the OWNER to proceed with the changed Work, actual documented cost for time and materials spent on the work. CONTRACTOR shall provide an itemization of actual costs in accordance with 10.4.7.

10.4.2 Deductive Changes

The CONTRACTOR shall itemize deductive changes identical to 10.4.6, except that the markup rates stated are mandatory.

- 10.4.3 Additive Changes and Deductive Changes Together
 - If a change in the Work involves both additive and deductive changes for the same type of Work, the appropriate

overhead and profit amounts allowed will be added to the net difference of titems of direct labor, material, construction equipment, small tools, and upper tier Subcontractor Proposals.

 If other unrelated additive changed items are included in the same change Proposal, the appropriate overhead and profit allowed is to be applied to these individual changed items.

10.4.4 Changes Under \$700

If the description of the change in the Work is, in the opinion of the OWNER, definitive enough for the OWNER to determine fair value, and the total of the change does not exceed \$700, no cost breakdown is required.

10.4.5 Changes \$700 and Over and Less than \$2,500

If the description of the change in the Work is, in the opinion of the OWNER, definitive enough to determine fair value, the CONTRACTOR shall provide an estimated cost breakdown in accordance with the following categories:

- a. Lump sum labor
- b. Lump sum material
- c. Lump sum equipment usage
- Appropriate superintendence, small tools, overhead and profit as defined in Article 10.4.6

10.4.6 Changes \$2,500 and Greater

If the cost of a change is \$2,500 or greater or if, in the opinion of the OWNER, the description of the change in the Work is not definitive enough to determine fair value, the CONTRACTOR shall provide a breakdown of the estimated cost of a change in accordance with the following cost categories:

Direct Labor Costs:

Direct labor costs are estimated labor costs developed by estimating the number of hours necessary to perform the change multiplied by the hourly cost for the particular trade or professional involved or industry standard hourly labor costs. The hourly costs shall be based on the following:

- Basic Wages/Fringe
 Benefits: Hourly rates and
 fringe benefits including,
 but not limited to, health
 and medical insurance,
 shall be as stated on the
 Department of Labor
 approved Labor and
 Mechanics Minimum
 Rates of Pay in force on
 the Contract date.
- Worker's Insurance: Direct contributions to the State of Alaska such as industrial insurance, medical aid, and supplemental pension, by the class and rates established by the State of Alaska, Department of Labor.
- 3. Federal Insurance: Direct contributions required by the Federal Insurance Compensation Act (FICA), Federal Unemployment Tax Act (FUTA), and the State Unemployment Compensation Act (SUCA).
- 4. Travel Allowance: Travel allowance and/or subsistence, if applicable, shall not exceed those

established by regional labor union agreements, itemized and identified separately.

5. On Site Supervision:
Direct on-site supervision:
shall not exceed 15% of
the cost of direct labor,
and if a working
supervisor's hours are
covered, other supervision
shall not be allowed. Onsite supervision is defined
as the combined total of
CONTRACTOR's Project
superintendents, foremen
and lead crew personnel.
All other supervision costs
shall be included in
CONTRACTOR's
overhead and profit
allowance as defined by
Article 10.4.6.g below.

b. Direct Material Costs:

Direct material costs are an itemization of the estimated quantity and cost of materials necessary to perform the proposed change. Material pricing shall be developed from actual known costs, Supplier quotations, or standard industry pricing guides. Material costs shall consider all offered or available discounts and/or rebates. Freight costs, storage, express charges, or special delivery charges shall be itemized.

c. Construction Equipment Costs:

Construction equipment costs are an itemization of the type of equipment and the estimated length of time the construction equipment will be used on the proposed change. Costs will be allowed for construction equipment only if used solely for the changed Work, or additional rental costs are actually incurred by the Contractor. Equipment costs shall be developed from one of the following sources:

- The current rental rates established by the National Electrical Contractor's Association (NECA) for equipment used on electrical work.
- The current rental rates established by the Mechanical Contractor's Association for equipment used on mechanical work.
- 3. If equipment is required for which a rental rate is not established in any of the above, an agreed rental rate shall be established for the equipment using the Data Quest Rental Rate (Blue Book) as a basis for verifying rates. Such rates and the use of the equipment on the Work must be Approved by the OWNER prior to performing the Work.

d. Small Tools, Expendables & Consumable Supplies:

Small tools consist of tools that cost \$250 or less and are normally Furnished by the performing contractor.

 The maximum rate for small tools shall not exceed the following: a) For the CONTRACT OR, 3% of direct labor costs

- b) For specialty CONTRACT ORs, 5% of direct labor costs
- Expendables and consumable supplies, including utilities, directly associated with the change in Work must be itemized.
- e. All Applicable Taxes
- f. Subcontractor Proposals:

Subcontractor Proposals are to be itemized as specified in Articles a., b., c. and d. above.

 g. Overhead and Profit by the CONTRACTOR, a Subcontractor, or Supplier Actually Performing the Work:

Allowances not to exceed 15% for overhead and profit for the party performing the Work will be based upon the value of labor, material, and use of construction equipment as defined in Articles 10.4.6.a., b., c. and d. above. This allowance is to compensate the CONTRACTOR for all personnel not included in Article 10.4.6.a. above, temporary construction facilities, field engineering, schedule updating, as-built Drawings, home office cost, project management, office engineering, estimating costs, additional home office overhead because of extended time, and any other indirect cost incidental to the performance of the change in work.

- h. Overhead and Profit by the CONTRACTOR on Subcontractors actually performing the Work or Supplier dealing directly with the CONTRACTOR:
 - Overhead and Profit on subcontract change amount below \$1000: The CONTRACTOR shall be allowed a \$50 lump sum markup.
 - Overhead and Profit on Subcontract change amount above \$1000: The CONTRACTOR shall be allowed a 5% markup.
 - Markups are allowed on the first lower tierer subcontractor only. No other markup on other lower tiered subcontractors or suppliers shall be allowed.
 - No direct labor by the CONTRACTOR will be allowed to be added to a Subcontractor's proposal.

Costs incurred by the CONTRACTOR, which are additional to the fee allowed in this article, must be detailed in accordance with Article 10.4.6.a. Direct Labor Costs; Article 10.4.6.b. Direct Material Costs; Article 10.4.6.c. Construction Equipment Costs; Article 10.4.6.d. Small Tools, Expendables and Consumable Supplies; and Article 10.4.6.e. All Applicable Taxes.

10.4.7 Time and Materials (T&M) Work

When the CONTRACTOR has been directed to proceed utilizing the Time and Materials method of accounting for costs the CONTRACTOR shall categorize the costs of the Work in accordance with Articles 10.4.6 a., b., c., d., e., f., g., and h. with the modification that the costs tabulated shall be actual costs rather than estimated costs and with the following additional requirements:

- Labor must be clearly identified and segregated from other work performed on workers' daily time sheets.
- Time sheets must be submitted within two working days for OWNER's review and approval.
 - If supervisor's hours are included, then supervision markup will not be allowed.
 - CONTRACTOR's Daily Field Report must clearly identify action performed on Time and Material items of Work.
- d. Material, freight, expendable, consumables and other incidental charges must be supported by invoices.
- e. The CONTRACTOR shall not exceed any cost limit(s) without prior written approval by the OWNER.

10.4.8 Disagreements

In the event the CONTRACTOR does not agree upon the adjustment in Contract Price, scope of Work, or Contract Time, the following provisions shall apply:

- a. Adjustments:
 - During the cost review process, the OWNER may discover discrepancies or arithmetic errors. If the discrepancy exceeds \$50, a correction will be made and the Change Order process shall continue with the new value. This process will avoid delay in the processing of Change Orders.
 - 2. Upon completion of the Change Order, the CONTRACTOR shall either accept the Change Order value as adjusted, or within two weeks of the Change Order receipt, notify the OWNER in writing of any disagreements.
- b. Written Challenges: When the CONTRACTOR disagrees with either a Contract interpretation or a processed Change Order, a letter shall be submitted to the OWNER as described below:
 - Explain the nature of the disagreement
 - 2. Identify the appropriate sections of the Contract Documents
 - 3. State the CONTRACTOR's position in detail
 - Provide a detailed scope of Work
 - Request the issuance of a Change Order proposal
 - 6. Provide a detailed cost breakdown of compensation requested

- 7. Provide support documentation and construction schedule for any request for Contract Time extensions
- c. Prosecution of the Disputed Work: The OWNER may direct the CONTRACTOR to proceed with the Work by issuing a written authorization pending resolution of disputed items. If so directed the CONTRACTOR shall immediately and diligently proceed to complete the Work.
- d. Negotiation: The OWNER and the CONTRACTOR shall review and negotiate the items in disagreement in an effort to clarify and resolve the dispute. All resolutions shall be incorporated into a Contract Change Order.

10.4.9 OWNER's Right to Audit

The CONTRACTOR shall maintain, and the OWNER shall have immediate and unrestricted access to, and the right to examine, any directly pertinent estimates, documents, papers, and records of the transactions relating to this Contract, and to make excerpts, copies, and transcriptions for the purpose of verifying CONTRACTOR's claims for extra costs and delays. This provision shall be in force for a period of time to end six (6) years after the Final Acceptance date of this Contract.

10.4.10 No Claim after Final Acceptance

No claim by the CONTRACTOR for a change in the Contract Price shall be allowed unless claimed before Final Acceptance of this Contract.

ARTICLE 11 - CONTRACT TIME; COMPUTATION AND CHANGE

11.1 Commencement of Contract Time; Notice to Proceed:

The Contract Time will commence to run on the Day indicated in the Notice to Proceed. Contract completion time is specified as a fixed calendar date, in lieu of "contract time".

11.2 Starting the Work

No Work on Contract items shall be performed before the effective date of the Notice to Proceed. The CONTRACTOR shall notify the Contracting Officer at least 10 days in advance of the time actual construction operations will begin. The CONTRACTOR may request a limited Notice to Proceed after Award has been made, to permit it to order long lead materials that could cause delays in Project completion. However, granting of a limited Notice to Proceed is within the sole discretion of the Contracting Officer, and refusal or failure to grant a limited Notice to Proceed shall not be a basis for claiming for delay, extension of Contract Time, or alteration of Contract Price.

- 11.3 Computation of Contract Time:
 - 11.3.1 When the Contract Time is specified on a Calendar Days basis, all Work under the Contract shall be completed within the number of Calendar Days specified. The count of Contract Time begins on the Day following receipt of the Notice to Proceed by the CONTRACTOR, if no starting Day is stipulated therein.

Calendar Days shall continue to be counted against Contract Time until and including the date of Substantial Completion of the Work.

- 11.3.2 When the Contract completion time is specified as a fixed calendar date, it shall be the date of Substantial Completion. Contractor shall achieve Substantial Completion no later than October 31, 2008.
- 11.4 Contract Time Change:

The Contract Time may only be changed by a Change Order or Supplemental Agreement.

11.5 Extension Due to Delays:

If the CONTRACTOR is delayed or disrupted in its performance under the Contract by any of the following causes, the CONTRACTOR shall be entitled to an extension of Contract Time as its exclusive remedy. The Contractor agrees to complete the

Work within the Contract Time as thus extended. Such extensions shall postpone the beginning of the time period for payment of liquidated damages by the CONTRACTOR, but they and the events producing them shall not be grounds for claims by the CONTRACTOR in damages or for additional costs, expenses, overhead or profit or other compensation.

The delays to which this Article applies, unless otherwise specified elsewhere in the Contract Documents, are unforeseeable delays due to:

- 11.5.1. Force majeure which includes war, riot, acts of God, unusually severe weather or any other cause beyond the CONTRACTOR's reasonable ability to foresee or control, whether or not similar to those enumerated.
- 11.5.2. An event that is the result of the negligence or other fault of the Owner, Contracting Officer or Project Manager.
- 11.5.3. Performance, attempted performance or delays in performance by any other contractor employed by the OWNER or their subcontractors; delays caused by any direction of the Project Manager respecting the order of precedence in the performance of the other contracts, and acts by other third parties including public and private utilities.

The CONTRACTOR shall file with the Project Manager a written request for an extension of Contract Time within 7 Calendar Days after the CONTRACTOR knows or by reasonable diligence should know, of the event causing or likely to cause delay. The request shall state the portion of the Work so delayed and shall fully state the reasons for such delay. No extension will be made for any portion of any delay occurring more than 10 Days before said request is made in writing to the Project Manager. In the case of a continuing cause of delay, only 1 request is necessary.

When such a request is received, the Project Manager will ascertain the reasons for and the extent of the delay, if any, and shall provide a finding of fact and determination to the CONTRACTOR. If the Project Manager determines that the facts justify an extension of Contract Time, the Contract will be modified by a Change Order in writing. If the Project Manager determines that the facts as reported by the CONTRACTOR do not justify an extension of Contract Time, such request will be denied in writing. The Project Manager's determination shall be final and conclusive unless the Contractor submits a Notice of Claim under the article entitled CLAIMS AND DISPUTES.

11.6 Essence of Contract:

All time limits stated in the Contract Documents are of the essence of the Contract.

11.7 Reasonable Completion Time:

It is expressly understood and agreed by and between the OWNER and the CONTRACTOR that the date of beginning and the time for Substantial Completion of the Work described herein are reasonable times for the completion of the Work.

11.8 Delay Damages:

Whether or not the CONTRACTOR's right to proceed with the Work is terminated, the CONTRACTOR and its Sureties shall be liable for damages resulting from CONTRACTOR's refusal or failure to complete the Work within the specified time.

Liquidated damages for delay shall be paid by the CONTRACTOR or its Surety to the OWNER in the amount(s) stipulated in Supplementary Conditions 00800 for each Calendar Day the completion of the Work or any part thereof is delayed beyond the time required by the Contract, or any extension thereof. The CONTRACTOR stipulates and agrees that the liquidated damages established herein are not a penalty but rather constitute an estimate of damages that the OWNER will sustain by reason of delayed completion. These liquidated and actual damages are intended as compensation for losses anticipated to arise

CONTRACTOR stipulates and agrees that the liquidated damages established herein are not a penalty but rather constitute an estimate of damages that the OWNER will sustain by reason of delayed completion. These liquidated and actual damages are intended as compensation for losses anticipated to arise. These damages will continue to run both before and after termination in the event of default termination. These liquidated damages do not cover excess costs of completion or OWNER costs, fees, and charges related to reprocurement. If a default termination occurs, the CONTRACTOR or its Surety shall pay in addition to these damages, all excess costs and expenses related to completion as provided by Article 14.2.3.

ARTICLE 12 - QUALITY ASSURANCE

12.1 Warranty and Guaranty:

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 CONTRACTOR. All defective work, whether or not in place, may be rejected, corrected, or accepted as provided for in this Article.

12.1.1 General Provisions

- Neither the final payment nor any provision in the Contract Documents nor partial or entire occupancy of the Project by the OWNER shall constitute acceptance of Work not performed in accordance with the Contract Documents, or operate to relieve the CONTRACTOR of liability with respect to any responsibilities for faulty materials or workmanship. In addition to any other warranties in this Contract, the CONTRACTOR shall remedy any defects in the Work that appear within a period of 1 year after the date this warranty period commences unless a longer period is specified and shall pay for any damage to other work resulting from defective Work. The OWNER shall give notice of observed defects with reasonable promptness.
- b. The warranty period shall commence at Substantial Completion, as evidenced by the OWNER's written notice. The warranty period shall commence only as to those items of Work that are substantially complete as of the date of beneficial occupancy. The CONTRACTOR shall make all required arrangements with Suppliers of equipment and materials for the Project to enable all manufacturer and Supplier warrantees to remain in force during the warranty period at a minimum.
- c. The CONTRACTOR, when notified by the OWNER of a defect in the Work within the warranty period, shall immediately, and at no cost to the OWNER, place in satisfactory condition all defective Work. The CONTRACTOR's warranty with respect to Work repaired or replaced will extend for one year from the date of the repair or replacement.
- d. If the CONTRACTOR fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the OWNER shall have the right to replace, repair or otherwise remedy the failure, defect, or damage at the CONTRACTOR's expense.

12.2 Access to Work:

The OWNER and the OWNER's representatives, testing agencies and governmental agencies with jurisdiction interests will have access to the Work at reasonable times for their observation, inspecting and testing. The CONTRACTOR shall provide proper and safe conditions for such access.

- 12.3 Tests and Inspections:
 - 12.3.1 The CONTRACTOR shall give the Contracting Officer timely notice of readiness of the Work for all required inspections, tests or approvals.
 - 12.3.2 If Regulatory Requirements of any public body having jurisdiction require any work (or part thereof) to specifically be inspected, tested or approved, the CONTRACTOR shall assume full responsibility therefore, pay all costs in connection therewith and Furnish the Contracting Officer the required certificates of inspection, testing or approval. The CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with OWNER's acceptance of a Supplier of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to the CONTRACTOR's purchase thereof for incorporation in the Work. The cost of all inspections, tests and approvals in addition to the above which are required

by the Contract Documents shall be paid by the CONTRACTOR. The OWNER may perform additional tests and inspections that it deems necessary to insure quality control. All such failed tests or inspections shall be at the CONTRACTOR's expense. OWNER shall pay for all special inspections required by the IBC Chapter 17.

12.3.4 If any Work (including the work of others) that is to be inspected, tested or approved is covered without written concurrence of the Contracting Officer, that Work must, if requested by the Contracting Officer, be uncovered for observation. Such uncovering shall be at the CONTRACTOR's expense unless the CONTRACTOR has given the Contracting Officer timely notice of CONTRACTOR's intention to cover the same and the Contracting Officer has not acted with reasonable promptness in response to such notice

12.3.5 Neither observations nor inspections, tests or approvals by the OWNER or others shall relieve the CONTRACTOR's obligations to perform the Work in accordance with the Contract Documents.

12.4 OWNER May Stop the Work:

If the Work is Defective, or the CONTRACTOR fails to supply suitable materials or equipment, or fails to Furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, the Contracting Officer may order the CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Contracting Officer to stop the Work shall not give rise to any duty on the part of the Contracting Officer to exercise this right for the benefit of the CONTRACTOR or any other party.

12.5 Correction or Removal of Defective Work:

If required by the Contracting Officer, the CONTRACTOR shall promptly, as directed, either correct all Defective Work, whether or not fabricated, Installed or completed, or, if the Work has been rejected by the Contracting Officer, remove it from the site and replace it with Work that conforms to the requirements of the Contract Documents. The CONTRACTOR shall bear all direct, indirect and consequential costs of such correction removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby.

12.6 Acceptance of Defective Work

Instead of requiring correction or removal and replacement of Defective Work, the Contracting Officer may accept Defective Work, the CONTRACTOR shall bear all direct, indirect and consequential costs attributable to the Contracting Officer's evaluation of and determination to accept such Defective Work (costs to include but not be limited to fees and charges of engineers, architects, attorneys and other professionals). If any such acceptance occurs prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and the OWNER shall be entitled to an appropriate decrease in the Contract Price. If the OWNER has already made final payment to the CONTRACTOR, an appropriate amount shall be paid by the CONTRACTOR or its Surety to the OWNER.

12.7 OWNER May Correct Defective Work:

If the CONTRACTOR fails within a reasonable time after written notice from the Contracting Officer to proceed to correct Defective Work or to remove and replace rejected Work as required by the Contracting Officer in accordance with paragraph 12.5 or if the CONTRACTOR fails to perform the Work in accordance with the CONTRACTOR fails to comply with any other provision of the CoNTRACTOR fails to comply with any other provision of the Contract Documents, the OWNER may, after seven days' written notice to the CONTRACTOR, correct and remedy any such deficiency. The cost of corrective action shall be born by the CONTRACTOR or its Surety. To the extent necessary to complete corrective and remedial action, the Contracting Officer may exclude the CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend the CONTRACTOR's services related thereto, take possession of the CONTRACTOR's tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or approved remote storage sites or for which the OWNER has paid the CONTRACTOR but which are stored elsewhere, the CONTRACTOR shall allow the Contracting Officer and his authorized representative such access to the site as may be necessary to enable the Contracting Officer to exercise the rights and remedies under this paragraph. All direct, indirect and

consequential costs of the OWNER in exercising such rights and remedies will be charged against the CONTRACTOR, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and the OWNER shall be entitled to an appropriate decrease in the Contract Price. Such direct, indirect and consequential costs will include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of the CONTRACTOR's Defective Work. The CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by the Contracting Officer of the OWNER's rights and remedies hereunder.

ARTICLE 13 - PAYMENTS TO CONTRACTOR AND COMPLETION

13.1 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. Progress payments will be made as the Work progresses on a monthly basis.

13.2 Review of Applications for Progress Payment:

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.

13.3 Stored Materials and Equipment:

If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Request for Payment shall also be accompanied by a bill of sale, paid invoice or other documentation warranting that the OWNER has received the materials and equipment free and clear of all charges, security interests and encumbrances and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect the OWNER's interest therein, all of which will be satisfactory to the Contracting Officer. No payment will be made for perishable materials that could be rendered useless because of long storage periods. No progress payment will be made for living plant materials until planted.

13.4 CONTRACTOR's Warranty of Title:

The CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by any Request for Payment, whether incorporated in the Project or not, will pass to the OWNER no later than the time of payment free and clear of any claims, liens, security interests and further obligations.

13.5 Withholding of Payments:

The OWNER may withhold or refuse payment for any of the reasons listed below provided it gives written notice of its intent to withhold and of the basis for withholding:

- 13.5.1 The Work is Defective, or completed Work has been damaged requiring correction or replacement, or has been Installed without Approval of Shop Drawings, or by an unapproved Subcontractor or for unsuitable storage of materials and equipment.
- 13.5.2 The Contract Price has been reduced by Change Order.
- 13.5.3 The OWNER has been required to correct Defective Work or complete Work in accordance with paragraph 12.7.
- 13.5.4 The occurrence of any of the events enumerated in paragraphs 14.2.1a through 14.2.1k inclusive.
- 13.5.5 Claims have been made against the OWNER or against the funds held by the OWNER on account of the CONTRACTOR's actions or inactions in performing this Contract, or there are other items entitling the OWNER to a set off.
- 13.5.6 Subsequently discovered evidence or the results of subsequent inspections or test, nullify any previous

payments for reasons stated in subparagraphs 13.5.1 through 13.5.5.

13.5.7 The CONTRACTOR has failed to fulfill or is in violation of any of its obligations under any provision of this Contract.

13.5.8 Contract close-out documentation and a Schedule of Values are both required by General Requirements to be submitted and accepted by the Contracting Officer. Submittal of the contract close-out documents must be included in the Schedule of Values as specific activities or items for each class of documents listed below. The minimum Schedule of Value percentages or amounts required are shown:

> Certificate of Occupancy: 10% of Contract amount or \$20,000 whichever is less. Submittal of a Conditional Certificate of Occupancy may allow partial payment of this item.

b. Project Record Documents, Operation and Maintenance Manuals, warranties, guarantees, bonds, certificate of compliance, close-out abatement reports, commissioning reports and other required technical submittals: 10% of Contract amount or \$10,000 whichever is less.

 Contractor and subcontractor affidavit of release of liens, affidavit of payment of debts and claims, consent of surety to final payment, wage certification: 5% of Contract or \$5,000, whichever is less.

13.5.9 Delay damages per paragraph 11.8.

13.5.10 On the basis of estimates of Work performed during the preceding calendar month and Approved by the Contracting Officer, the OWNER will make progress payments to the CONTRACTOR; but to ensure the proper performance of this Contract, the OWNER may at any time, at its sole option, retain up to ten percent (10%) of the amount of progress payments until Final Completion and Final Acceptance; provided that on completion and acceptance of the Project or of each separate building, public work, or other division of the Project on which the price is stated separately in the Contract, payment may be made in full for that portion completed and accepted including retained percentages less authorized deductions or other provisions of the Contract.

13.6 Request for Release of Funds:

If the CONTRACTOR believes the basis for withholding is invalid or no longer exists, immediate written notice of the facts and Contract provisions on which the CONTRACTOR relies, shall be given to the OWNER, together with a request for release of funds and adequate documentary evidence proving that the problem has been cured. In the case of withholding that has occurred at the request of the Department of Labor, the CONTRACTOR shall provide a letter from the Department of Labor stating that withholding is no longer requested. Following such a submittal by the CONTRACTOR, the OWNER shall have a reasonable time to investigate and verify the facts and seek additional assurances before determining whether release of withheld payments is justified.

13.7 Substantial Completion:

When the CONTRACTOR considers the Work ready, in accordance with the Contract Documents, for its intended use the CONTRACTOR shall notify the Contracting Officer in writing that the Work or a portion of Work that has been specifically identified in the Contract Documents is substantially complete (except for items specifically listed by the CONTRACTOR as incomplete) and request that the OWNER issue a certificate of Substantial Completion. Within a reasonable time thereafter, the Contracting Officer, the CONTRACTOR and appropriate consultant(s) shall make an inspection of the Work to determine the status of completion. If the Contracting Officer does not consider the Work substantially complete, the Contracting Officer will notify the CONTRACTOR in writing giving the reasons therefore. If the Contracting Officer considers the Work substantially complete, the Contracting Officer will within fourteen days execute and deliver to the CONTRACTOR a certificate of Substantial Completion with tentative list of items to be completed or corrected. At the time of delivery of the certificate of Substantial Completion the Contracting Officer will deliver to the CONTRACTOR a written division of responsibilities pending Final Completion with respect to security, operation, safety, maintenance, heat, utilities, insurance and

warranties, which shall be consistent with the terms of the Contract

The OWNER shall be responsible for all OWNER costs resulting from the initial inspection and the first re-inspection, the CONTRACTOR shall pay all costs incurred by the OWNER resulting from re-inspections, thereafter.

13.8 Access Following Substantial Completion:

The OWNER shall have the right to exclude the CONTRACTOR from the Work after the date of Substantial Completion, but the OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

13.9 Final Inspection:

Upon written notice from the CONTRACTOR that the entire Work or an agreed portion thereof is complete, the Contracting Officer will make a final inspection with the CONTRACTOR and appropriate consultants and will notify the CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or Defective. The CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies. The CONTRACTOR shall pay for all costs incurred by the OWNER resulting from re-inspections.

13.10 Final Completion and Request for Payment:

After the CONTRACTOR has completed all such corrections to the satisfaction of the Contracting Officer and delivered all maintenance and operating instructions, schedules, guarantees, bonds, certificates of payment to all laborers, Subcontractors and Suppliers, certificates of inspection, marked-up record documents and other documents - all as required by the Contract Documents; and after the Contracting Officer has indicated in writing that the Work has met the requirements for Final Completion, and subject to the provisions of paragraph 13.14, the CONTRACTOR may make application for final payment following the procedure for progress payments. The final Request for Payment shall be accompanied by all certificates, warranties, guarantees, releases, affidavits, and other documentation required by the Contract Documents.

13.11 Final Payment:

13.11.1 If, on the basis of the Contracting Officer's observation of the Work during construction and final inspection, and the Contracting Officer's review of the final Request for Payment and accompanying documentation - all as required by the Contract Documents; and the Contracting Officer is satisfied that the Work has been completed and the CONTRACTOR's other obligations under the Contract Documents have been fulfilled, the OWNER will process final Request for Payment. Otherwise, the Contracting Officer will return the Request for Payment to the CONTRACTOR, indicating in writing the reasons for refusing to process final payment, in which case the CONTRACTOR shall make the necessary corrections and resubmit the final Request for Payment.

13.11.2 If, through no fault of the CONTRACTOR, Final Completion of the Work is significantly delayed, the Contracting Officer shall, upon receipt of the CONTRACTOR's final Request for Payment, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. Such payment shall be made under the terms and Conditions of the Contract governing final payment, except that it shall not constitute a waiver of claims.

13.12 Final Acceptance:

Following certification of payment of payroll and revenue taxes, and final payment to the CONTRACTOR, the OWNER will issue a letter of Final Acceptance, releasing the CONTRACTOR from further obligations under the Contract, except as provided in paragraph 13.13.

13.13 CONTRACTOR's Continuing Obligation:

The CONTRACTOR's obligation to perform and complete the Work and pay all laborers, Subcontractors, and materialmen in accordance with the Contract Documents shall be absolute. Neither any progress or final payment by the OWNER, nor the issuance of a certificate of Substantial Completion, nor any use or occupancy of the Work or any part thereof by the OWNER or Using Agency, nor any act of acceptance by the OWNER nor any failure to do so, nor any review and approval of a Shop Drawing or other Project submittal, nor any correction of Defective Work by the OWNER will constitute an acceptance of Work not in accordance

with the Contract Documents or a release of the CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents.

13.14 Waiver of Claims by CONTRACTOR:

The making and acceptance of final payment will constitute a waiver of all claims by the CONTRACTOR against the OWNER other than those previously made in writing and still unsettled.

13.15 No Waiver of Legal Rights:

The OWNER shall not be precluded or be estopped by any payment, measurement, estimate, or certificate made either before or after the completion and acceptance of the Work and payment therefor, from showing the true amount and character of the Work performed and materials Furnished by the CONTRACTOR, nor from showing that any payment, measurement, estimate or certificate is untrue or is incorrectly made, or that the Work or materials are Defective. The OWNER shall not be precluded or estopped, notwithstanding any such measurement, estimate, or certificate and payment in accordance therewith, from recovering from the CONTRACTOR or its Sureties, or both, such damages as it may sustain by reason of its failure to comply with requirements of the Contract Documents. Neither the acceptance by the OWNER, or any representative of the OWNER, nor any payment for or acceptance of the whole or any part of the Work, nor any extension of the Contract Time, nor any possession taken by the OWNER, shall operate as a waiver of any portion of the Contract or of any power herein reserved, or of any right to damages. A waiver by the OWNER of any breach of the Contract shall not be held to be a waiver of any other subsequent breach.

ARTICLE 14 - SUSPENSION OF WORK, DEFAULT AND TERMINATION

14.1 OWNER May Suspend Work

14.1.1 The OWNER may, at any time, suspend the Work or any portion thereof by notice in writing to the CONTRACTOR. If the Work is suspended without cause the CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if the CONTRACTOR makes an Approved claim therefore as provided in Article 15. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that suspension is due to the fault or negligence of the CONTRACTOR, or that suspension is necessary for Contract compliance, or that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the CONTRACTOR.

14.1.2 In case of suspension of Work, the CONTRACTOR shall be responsible for preventing damage to or loss of any of the Work already performed and of all materials whether stored on or off the site or approved remote storage sites.

14.2 Default of Contract

14.2.1 If the CONTRACTOR:

- Fails to begin the Work under the Contract within the time specified in the Proposal or
- b. Fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficiently skilled workmen, suitable materials, or equipment or failure to adhere to the progress schedule established under paragraph 6.6 as revised from time to time), or
- c. Performs the Work unsuitably or neglects or refuses to remove materials or to correct Defective Work, or
- d. Discontinues the prosecution of the Work, or
- e. Fails to resume Work that has been discontinued within a reasonable time after notice to do so, or
- f. Becomes insolvent, except that if the CONTRACTOR declares bankruptcy

termination shall be in accordance with U.S.C. 362 and/or 11 U.S.C. 365. In the event the CONTRACTOR declares bankruptcy the CONTRACTOR agrees that the Contract will be assumed or rejected in a timely manner so that the Contract will be completed by the date specified in the Contract, or

- g. Allows any final judgment to stand against him unsatisfied for period of 60 days, or
- h. Makes an assignment for the benefit of creditors without the consent of the Contracting Officer, or
- Disregards Regulatory Requirements of any public body having jurisdiction, or
- Otherwise violates in any substantial way any provisions of the Contract Documents, or
- k. For any cause whatsoever, fails to carry on the Work in an acceptable manner,

the Contracting Officer may give notice in writing to the CONTRACTOR and its Surety of such delay, neglect, or default.

If the CONTRACTOR, within the time specified in the above notice of default, shall not proceed in accordance therewith, then the OWNER may, upon written notification from the Contracting Officer of the fact of such delay, neglect or default and the CONTRACTOR's failure to comply with such notice, have full power and authority without violating the Contract, to take the prosecution of the Work out of the hands of the CONTRACTOR. The OWNER may terminate the services of the CONTRACTOR, exclude the CONTRACTOR from the site and take possession of the Work and of all the CONTRACTOR's tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by the CONTRACTOR (without liability to the CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which the OWNER has paid the CONTRACTOR but which are stored elsewhere, and finish the Work as the OWNER may deem expedient. The OWNER may enter into an agreement for the completion of said Contract such other methods that in the opinion of the Contracting Officer are required for the completion of said Contract in an acceptable manner.

14.2.3 If the Contract is terminated for default, the CONTRACTOR shall be liable for damages for delay as provided by Article 11.8, and for the excess cost of completion, and all costs and expenses incurred by the OWNER in completing the Work, including but not limited to costs of assessing the Work to be done, costs associated with advertising, soliciting or negotiating for bids or Proposals for completion, and other reprocurement costs. Following termination the CONTRACTOR shall not be entitled to receive any further balance of the amount to be paid under the Contract until the Work is fully finished and accepted, at which time if the unpaid balance exceeds the amount due the OWNER and any amounts due to persons for whose benefit the OWNER has withheld funds, such excess shall be paid by the OWNER to the CONTRACTOR. If the damages, costs, and expenses due the OWNER exceed the unpaid balance, the CONTRACTOR and its Surety shall pay the difference.

14.2.4 If, after notice of termination of the CONTRACTOR's right to proceed under the provisions of this clause, it is determined for any reason that the CONTRACTOR was not in default under the provisions of this clause or that the delay was excusable under the provisions of this clause, or that termination was wrongful, the rights and obligations of the parties shall be determined in accordance with the clause providing for convenience termination.

14.3 Rights or Remedies:

14.2.2

Where the CONTRACTOR's services have been so terminated by the OWNER, the termination will not affect any rights or remedies

of the OWNER against the CONTRACTOR then existing or that may thereafter accrue. Any retention or payment of moneys due the CONTRACTOR by the OWNER will not release the CONTRACTOR from liability.

14.4 Convenience Termination:

14.4.1 The performance of the Work may be terminated by the OWNER in accordance with this section in whole or in part, whenever, for any reason the Contracting Officer shall determine that such termination is in the best interest of the OWNER. Any such termination shall be effected by delivery to the CONTRACTOR of a "Notice of Termination", specifying termination is for the convenience of the OWNER the extent to which performance of Work is terminated, and the date upon which such termination becomes effective.

Immediately upon receipt of a "Notice of Termination" and except as otherwise directed by the Contracting Officer, the CONTRACTOR shall:

- a. Stop Work on the date and to the extent specified in the "Notice of Termination":
- Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the Work as is not terminated;
- c. Terminate all orders and subcontracts to the extent that they relate to the performance of Work terminated by the "Notice of Termination";
- d. With the written Approval of the Contracting Officer, to the extent he may require, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, the cost of which would be reimbursable, in whole, or in part, in accordance with the provisions of the Contract:
- Submit to the Contracting Officer a list, certified as to quantity and quality, of any or all items of termination inventory exclusive of items the disposition of which had been directed or authorized by the Contracting Officer;
- f. Transfer to the Contracting Officer the completed or partially completed record Drawings, Shop Drawings, information, and other property that if the Contract had been completed, would be required to be Furnished to the OWNER;
- g. Take such action as may be necessary, or as the Contracting Officer may direct, for the protection and preservation of the property related to the Contract that is in the possession of the CONTRACTOR and in which the OWNER has or may acquire any interest.

The CONTRACTOR shall proceed immediately with the performance of the above obligations.

14.4.2 When the OWNER orders termination of the Work effective on a certain date, all Work in place as of that date will be paid for in accordance with Article 13 of the Contract. Materials required for completion and on hand but not incorporated in the Work will be paid for at invoice cost plus 15% with materials becoming the property of the OWNER - or the CONTRACTOR may retain title to the materials and be paid an agreed upon lump sum. Materials on order shall be cancelled, and the OWNER shall pay reasonable factory cancellation charge with the option of taking delivery of the materials in lieu of payment of cancellation charges. The CONTRACTOR shall be paid 10% of the cost, freight not included, of materials cancelled, and direct expenses only for CONTRACTOR chartered freight transport that cannot be cancelled without charges, to the extent that the CONTRACTOR can establish them. The extra costs due to cancellation of bonds and insurance and that part of job start-up and phase-out

costs not amortized by the amount of Work accomplished shall be paid by the OWNER. Charges for loss of profit or consequential damages shall not be recoverable except as provided above.

- The termination claim shall be submitted promptly, but in no event later than 90 days from the effective date of termination, unless one or more extensions in writing are granted by the Contracting Officer upon request of the CONTRACTOR made in writing within the 90 Day period. Upon failure of the CONTRACTOR to submit its termination claim within the time allowed, the Contracting Officer may determine, on the basis of information available to him, the amount, if any, due to the CONTRACTOR by reason of the termination and shall thereupon pay to the CONTRACTOR so determined.
- 14.4.4 The CONTRACTOR and the Contracting Officer may agree upon whole or any part of the amount or amounts to be paid to the CONTRACTOR by reason of the total or partial termination of Work pursuant to this section. The Contract shall be amended accordingly, and the CONTRACTOR shall be paid the agreed amount.

14.4.3

In the event of the failure of the CONTRACTOR and the Contracting Officer to agree in whole or in part, as provided heretofore, as to the amounts with respect to costs to be paid to the CONTRACTOR in connection with the termination of the Work the Contracting Officer shall determine, on the basis of information available to him, the amount, if any, due to the CONTRACTOR by reason of the termination and shall pay to the CONTRACTOR the amount determined as follows:

- a. All costs and expenses reimbursable in accordance with the Contract not previously paid to the CONTRACTOR for the performance of the Work prior to the effective date of the "Notice of Termination":
- b. So far as not included under "a" above, the cost of settling and paying claims arising out of the termination of the Work under subcontracts or orders that are properly chargeable to the terminated portions of the Contract;
- c. The reasonable costs of settlement with respect to the terminated portion of the Contract heretofore, to the extent that these costs have not been covered under the payment provisions of the Contract.
- 14.4.5 The CONTRACTOR shall have the right of appeal under the OWNER's claim procedures as defined in Article 15, for any determination made by the Contracting Officer, except if the CONTRACTOR has failed to submit its claim within the time provided and has failed to request extension of such time, CONTRACTOR shall have no such right of appeal. In arriving at the amount due the CONTRACTOR under this section, there shall be deducted:
 - All previous payments made to the CONTRACTOR for the performance of Work under the Contract prior to termination:
 - Any claim for which the OWNER may have against the CONTRACTOR;
 - c. The agreed price for, or the proceeds of sale of, any materials, supplies, or other things acquired by the CONTRACTOR or sold pursuant to the provisions of this section and not otherwise recovered by or credited to the OWNER; and,
 - All progress payments made to the CONTRACTOR under the provisions of this section.
- 14.4.6 Where the Work has been terminated by the OWNER said termination shall not affect or terminate any of the rights of the OWNER against the CONTRACTOR or its Surety then existing or that may thereafter accrue because of such default. Any retention or payment of monies by the OWNER due to the

CONTRACTOR under the terms of the Contract shall not release the CONTRACTOR or its Surety from liability.

Unless otherwise provided for in the Contract Documents, or by applicable statute, the CONTRACTOR, from the effective date or termination and for a period of three years after final settlement under this Contract, shall preserve and make available to the OWNER at all reasonable times at the office of the CONTRACTOR, all its books, records, documents, and other evidence bearing on the cost and expenses of the CONTRACTOR under its Contract and relating to the Work terminated hereunder.

ARTICLE 15 - CLAIMS AND DISPUTES

15.1 Notification:

In addition to the notice requirements set out elsewhere in this Contract, if the CONTRACTOR becomes aware of any act or occurrence that may form the basis of a claim by the CONTRACTOR for additional compensation or an extension of time for performance, or if any dispute arises regarding a question of fact or interpretation of the Contract, the CONTRACTOR shall, within 3 Working Days, inform the Project Manager. If the matter cannot be resolved by agreement within 7 days, the CONTRACTOR shall, within the next 14 days, submit an "Intent to Claim" in writing. The claim, if not resolved, shall be presented to the Project Manager within 60 days following receipt of the "Intent to Claim". Receipt of the claim will be acknowledged in writing by the Project Manager. The CONTRACTOR agrees that unless these written notices are provided, the CONTRACTOR will have no entitlement to additional time or compensation for such act, event or condition. The CONTRACTOR shall in any case continue diligent performance of the Contract.

15.2 Presenting Claim:

The claim shall specifically include the following:

- 15.2.1 The act, event, or condition giving rise to the claim.
- 15.2.2 The Contract provisions that apply to the claim and under which relief is provided.
- 15.2.3 The item or items of Contract Work affected and how they are affected
- 15.2.4 The specific relief requested, including Contract Time if applicable, and the basis upon which it was calculated

15.3 Claim Validity, Additional Information, and Project Manager's

The claim, in order to be valid, must not only show that the CONTRACTOR suffered damages or delay but that those conditions were actually a result of the act, event or condition complained of and that the Contract provides entitlement to relief to the CONTRACTOR for such act, event, or condition. The Project Manager reserves the right to make written request to the CONTRACTOR at any time for additional information that the CONTRACTOR may possess relative to the claim. The CONTRACTOR agrees to provide the Project Manager such additional information within 30 days of receipt of such a request. Failure to Furnish such additional information may be regarded as a waiver of the claim. The claim, if not resolved by agreement within 60 days of its receipt, will automatically be forwarded to the Contracting Officer for formal written decision.

15.4 Contracting Officer's Decision:

The CONTRACTOR will be furnished the Contracting Officer's decision within the next 90 days, unless additional information is requested by the Contracting Officer. The Contracting Officer's decision is final and conclusive unless fraudulent as to the claim or unless, within 14 days of receipt of the decision, the CONTRACTOR delivers a written Notice of Appeal to the Deputy Director, Alaska Court System. Procedures for appeals and hearings are covered under Admin Rule 47. Any dispute or appeal requiring judicial review must be filed within the Third Judicial District in Anchorage, Alaska.

15.5 Construing the Contract

This Contract shall be construed in accordance with the laws of Alaska.

15.6 Integrated Contract

This is an integrated contract. If any provision of this Contract is found to be illegal, all other provisions shall be given full force and

END OF SECTION

SECTION 00 8000 SUPPLEMENTARY CONDITIONS

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

ARTICLE I - DEFINITIONS

Contract Documents Revise to Read as follows:

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

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.1 Revise to read as follows:

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

6.3 Revise to read as follows:

The CONTRACTOR shall provide on the Site at all times during the prosecution of the Work an Owner approved, competent resident Superintendent. The CONTRACTOR is to submit to the Owner for consideration, the proposed Superintendents qualifications and relevant work history, and four (4) project references, no older than 5 years old, with scope, date, and contact information including phone numbers of the referenced project's Project Manager. The Owner shall also be advised in writing of the Superintendent's name, email address, local address, mailing address, and telephone number. This written advice is to be kept current until Final Completion by the OWNER. The Superintendent will be the CONTRACTOR's representative at the site and shall have full authority to act and sign documents on behalf of the CONTRACTOR. The Superintendent may not be changed or replaced without prior approval of the Owner. All communications given to the Superintendent shall be as binding as if given to the CONTRACTOR.

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

6.7 Add a new paragraph to Read:

In addition to the provisions of this Subsection 6.7, CONTRACTOR must adhere to the provisions of Section 01 3100 Project Schedules.

6.8 Add a new paragraph to Read:

In addition to the provisions of this Subsection 6.8, CONTRACTOR must adhere to the provisions of Section 01 3100 Project Schedules.

6.22 Add Paragraph 6.22.4 to Read:

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

ARTICLE 7 - LAWS AND REGULATION

- 7.2.1 Add: The OWNER shall pay for all plan review and building permit fees required by the local Building Safety department at the project location. The CONTRACTOR shall pay for all building and trade permits and licenses."
- 7.12 Revise to read as follows:
 - 7.12 Preferential Employment.
 - 7.12.1 The CONTRACTOR shall comply with all applicable and valid laws and regulations regarding the hiring of Alaska residents now in effect or that might subsequently take effect during the term of this Contract.
 - 7.12.2 Employment Preference in Zones of Underemployment. The Alaska Department of Labor and Workforce Development has determined that certain areas of Alaska are Zones of Underemployment. If the Work is to be performed wholly or partly within a Zone of Underemployment, the CONTRACTOR must give employment preference to Alaska residents as determined by the Alaska Department of Labor and Workforce Development. Failure to comply with this requirement can result in substantial civil and criminal penalties under AS 36.10.100. Within 20 days after award of a contract under this procurement, the Alaska Court System will report the Contract to the Alaska Department of Labor and Workforce Development, which will be responsible for administration and enforcement of employment preference requirements. Contractor can obtain the Alaska Department of Labor and Workforce Development Employment Preference Determination address: at the following internet http://labor.alaska.gov/lss/forms/res-hire-notice-2013.pdf. For further information, contact the Alaska Department of Labor and Workforce Development, Division of Wage and Hour Administration, at 907-269-4900.
 - 7.12.3 In order to ensure that the CONTRACTOR's Subcontractors will comply with all applicable laws and regulations regarding the hiring of Alaska residents now in effect or that might subsequently take effect, the CONTRACTOR shall include in its Contracts with Subcontractors under this Contract language that is substantially the same as 7.12.1 and 7.12.2, above.

- 7.13 Revise 7.13.2 to read as follows:
 - 7.13.2 The following Labor provisions shall also apply to this Contract:
 - a. CONTRACTOR and Subcontractors of CONTRACTOR shall pay all employees unconditionally and not less than once a week;
 - b. wages may not be less than those stated in the advertised Specifications, regardless of the contractual relationship between the CONTRACTOR or Subcontractors and laborers, mechanics, or field surveyors;
 - c. the scale of wages to be paid shall be posted by the CONTRACTOR in a prominent and easily accessible place at the site of the Work;
 - d. the OWNER shall withhold so much of the accrued payments as is necessary to pay to laborers, mechanics, or field surveyors employed by the CONTRACTOR or Subcontractors the difference between
 - 1. the rates of wages required by the Contract to be paid laborers, mechanics, or field surveyors on the Work, and
 - 2. the rates of wages in fact received by laborers, mechanics, or field surveyors.

ARTICLE 11 - CONTRACT TIME; COMPUTATION AND CHANGE

- 11.3 Add to 11.3.1: "Substantial Completion required 30 days after completion with Work on-site."
 - Add to 11.3.2: "Contractor shall achieve Final Completion no later than 30 calendar days after Substantial Completion."
- 11.8 Add: "Liquidated damages will be in the amount of \$200.00 per day, beginning on the date provided in Section 00 8000, Paragraph 11.3 for Final Completion and ending on the date that Final Completion is achieved. These liquidated damages are intended to compensate the OWNER for contract administration costs due to delay and are in addition to any actual damages that OWNER may claim as a result of loss of use or other harm resulting from delay of Final Completion."

ARTICLE 12 - QUALITY ASSURANCE

Add to 12.3.1: "Contractor shall provide a minimum of 72 hours notice for all required or requested inspections, approvals, tests or differing condition verifications that require site visits. Site visits by Owner are limited to weekdays, unless agreed to in advance by both parties."

Add to 12.3.2: "Owner shall pay for all special inspections required by the IBC Chapter 17"

ARTICLE 13 – PAYMENTS TO CONTRACTOR AND COMPLETION

Delete the last paragraph of 13.7 and substitute the following: "Owner shall make the first inspection for Substantial Completion at the Owner's expense. If, due to the absence of

Substantial Completion at the time of the first inspection, Owner is required to make one or more further inspections for Substantial Completion, Contractor shall bear and be responsible for all of Owner's costs to perform such further inspections, including the cost of labor and travel costs."

END OF SECTION 00 8000

SECTION 01 0100 SUMMARY OF WORK

PART 1 - GENERAL

1.1 WORK COVERED BY CONTRACT DOCUMENTS

The project consists of the following interior scope, please refer to 100% drawings as attached to this ITB.

- 1. Demo existing carpet flooring in clerk of court (COC) waiting area to install new wall and new carpet patch and repair surrounding areas as required.
- 2. Demo existing half-wall, patch and repair surrounding areas as required to install new wall demo existing 24x48 ACT ceiling as required to install new wall and new 2x2 ACT ceiling. Patch and repair surrounding areas as required.
- 3. Demo existing casework.
- 4. Existing security camera to be relocated per ACS direction.
- 5. Demo existing sprinkler head and associated branch piping to main, cap and seal as required.
- 6. Existing light fixtures to remain.
- 7. Demo existing ceiling as necessary to perform new work.
- 8. Demo existing transfer air vent, patch and repair wall as required to match wall assembly. Ensure seamless integration with existing construction.
- 9. Remove existing partition, coordinate with ACS for storage or re-use.
- 10. Remove existing light fixtures and ceiling as required for mechanical upgrades. Store fixtures and ceiling system safely for reinstallation. Reinstall ceiling and light fixtures to match existing conditions upon completion of mechanical work.
- 11. Demo exterior wall as required for installation of ductwork and artic hoods. See drawing detail A4/A-104.
- 12. New carpet tile floor finish and rubber wall base in areas disturbed.
- 13. Paint walls to match existing adjacent.
- 14. Provide and install new sprinkler head to match existing. Sprinkler shall be installed per NFPA 13 light hazard and local jurisdiction requirements. Extend and connect to existing branch main piping.

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

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: 8:30am until 4:30pm, 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. Conditions of Owner's Occupancy
 - c. 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:

 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. Parking is limited on this site so street parking may be necessary.
- 2. Off-loading of materials and equipment permitted only after Normal Business Hours unless pre-approved otherwise by Owner.
- 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/repaired 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 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.
 - 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 form 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.

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 onsite 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.
- 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

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 8-1/2" 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:
 - 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.

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.

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

- 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.
- 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

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 Manufactures 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.

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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.
 - 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:

- 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.
- 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.

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:
 - 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

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.
- 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 Manufactures 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 noising, 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.

SECTION 01 7400 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

WARRANTY OF WORK AFTER FINAL PAYMENT

Utqiagvik Courthouse Upgrades Project #UTQ-C-25-0015

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.

	/HEREOF, the undersigned has signed and sealed this instrument this
(Firm Name):	
(Signature):	
(Title):	
(Attest):	
(SEAL IF BIDD	ER IS A CORPORATION)

BARROW COURTHOUSE - CLERK COUNTER REMODEL & SERVER ROOM UPGRADES

PROJECT LOCATION

1250 AGVIK ST, UTQIAGVIK, AK 99723 **100% PERMIT DOCUMENTS APRIL 24, 2025**

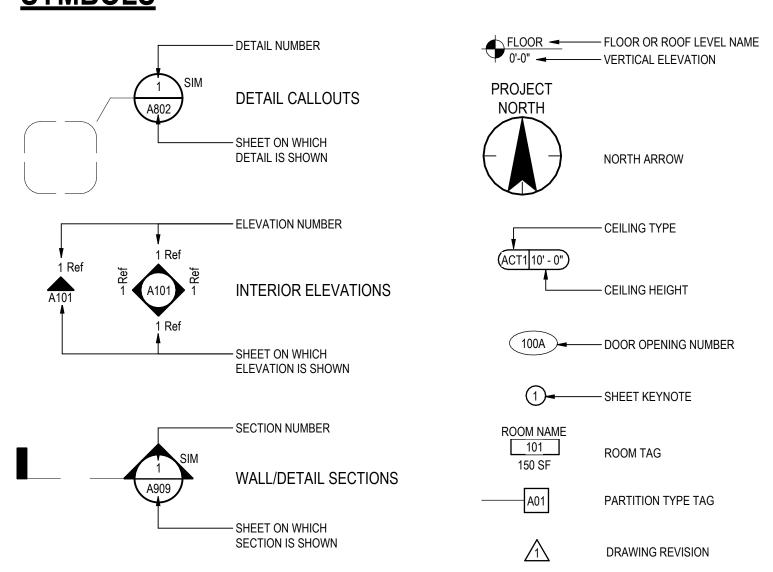
PROJECT TEAM

PROJECT ARCHITECT: ARCHITECTURAL DESIGNER: STANTEC 475 RIVERSTONE WAY, STANTEC STANTEC 3900 C STREET 475 RIVERSTONE WAY, ANCHORAGE AK 99503 FAIRBANKS AK 99709 FAIRBANKS AK 99709 SEREEN ATARI

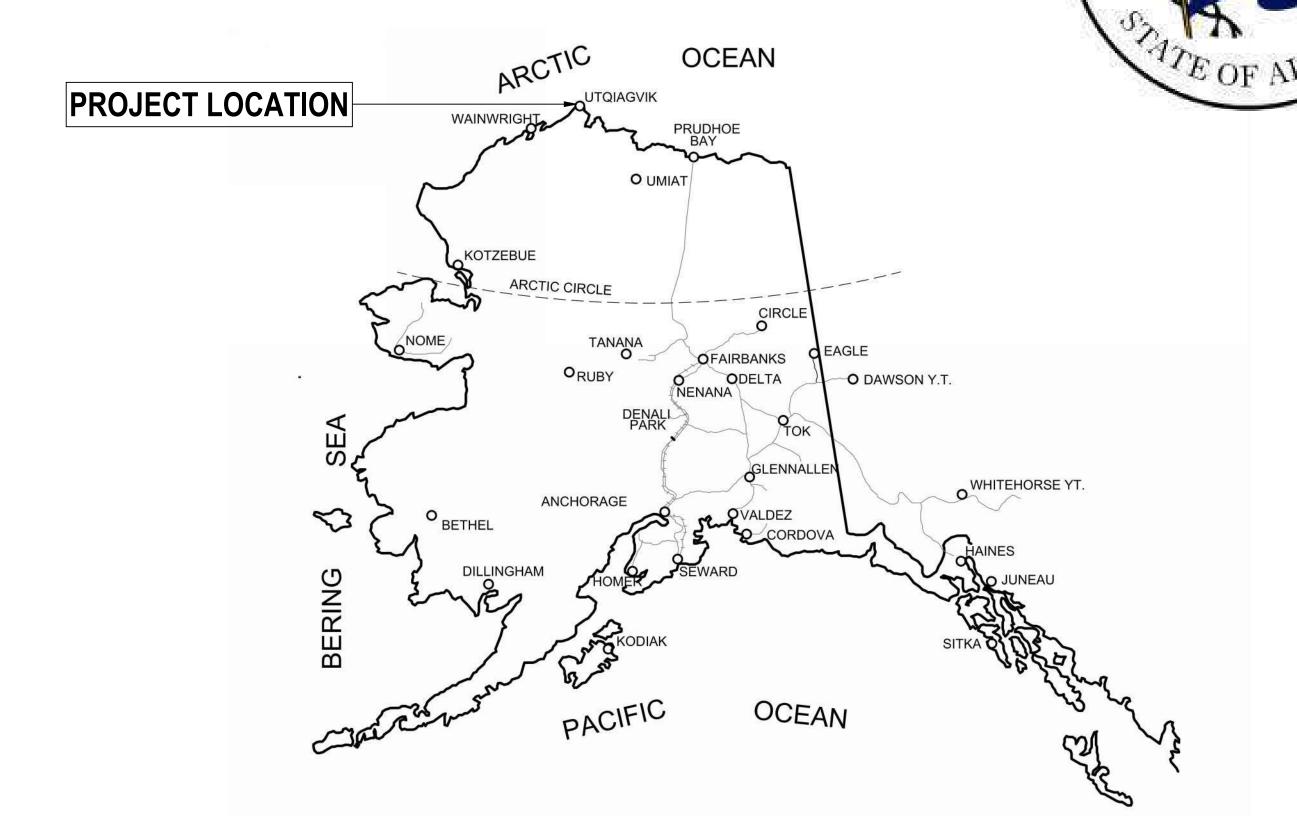
475 RIVERSTONE WAY, **COREY ROGERS**

EMAIL: COREY.ROGERS@STANTEC.COM

SYMBOLS



	DRAWING LIST
NO.	DRAWING NAME
GENERAL	
G-001	COVERSHEET
ARCHITECTURAL	
A-101	OVERALL FLOOR PLAN
A-102	DEMOLITION AND NEW FLOOR PLANS
A-103	DEMOLITION AND NEW REFLECTED CEILING PLANS
A-104	ELEVATIONS, DETAILS, AND FINISH SCHEDULE
A-105	COURT BENCHES ENLARGED PLANS AND DETAILS
A-106	SPECIFICATIONS
MECHANICAL	
M-001	MECHANICAL COVER SHEET
M-002	MECHANICAL SPECIFICATIONS
M-101	MECHANICAL DEMOLITION PLAN
M-201	MECHANICAL FLOOR PLAN
M-501	MECHANICAL DETAILS AND SCHEDULES
ELECTRICAL	
E-101	ELECTRICAL LIGHTING AND POWER PLAN
E-102	ELECTRICAL SPECIFICATIONS











Project No.:2014341790 COVERSHEET

Scale: As indicated

G-001

PROJECT INFORMATION & CODE SUMMARY

AUTHORITY HAVING JURISDICTION (AHJ): STATE OF ALASKA

PROJECT SUMMARY:
THIS PROJECT COMPRISES OF MINOR INTERIOR ALTERATIONS AT THE BARROW COURTHOUSE. ALTERATIONS INCLUDE REPLACEMENT OF SELECTED INTERIOR FINISHES AND CASEWORK, MINOR SPACE RECONFIGURATION. THE PROJECT DOES INCLUDE MINOR ELECTRICAL AND MECHANICAL ALTERATIONS, IT DOES NOT INCLUDE ANY STRUCTURAL ALTERATIONS. THE PROJECT DOES NOT INCLUDE OR REQUIRE ANY CHANGES TO THE EXISTING EGRESS PATH NOR DOES IT ALTER EXISTING OCCUPANCY TYPES AND LOADS.

TENANT ADDRESS: BARROW COURTHOUSE - ALASKA COURT SYSTEM (ACS) 1250 AGVIK ST

UTQIAGVIK, AK 99723 APPLICABLE CODES:

2018 INTERNATIONAL BUILDING CODE 2018 INTERNATIONAL EXISTING BUILDING CODE 2009 ICC ANSI A117.1 2017 NATIONAL ELECTRICAL CODE (NEC) (NFPA 70)

2018 INTERNATIONAL MECHANICAL CODE (IMC) EXISTING BUILDING AND CODE INFORMATION PROVIDED BY

OWNER: SCOPE OF WORK (SOW) AREA:

CONSTRUCTION TYPE: V-ONE HOUR (ORIGINAL CONSTRUCTION) SPRINKLERS: SPRINKLERED, NO CHANGE

SCOPE OF WORK

- CLERK COUNTER UPGRADE
 BALLISTIC SHIELDING FOR JUDGE'S BENCHES
 MECHANICAL COOLING FOR SERVER ROOM

Permit/Seal

Project No.:2014341790 Title

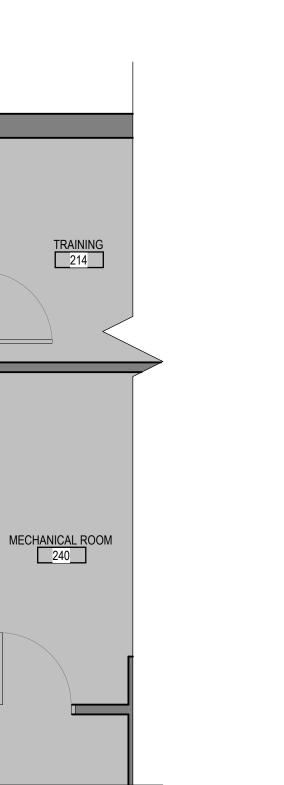
OVERALL FLOOR PLAN

Scale: As indicated

Drawing No.

A-101

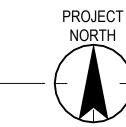




MECHANICAL ROOM
240 EXISTING BOOKSHELVES *AREAS SHADED IN GRAY ARE NOT IN SCOPE

PROJECT NORTH

PARTIAL NEW FLOOR PLAN - LEVEL 2 A-102



PLANS LEGEND

A-102 / 1/4" = 1'-0"

EXISTING TO REMAIN

*AREAS SHADED IN GRAY ARE NOT IN SCOPE

EXISTING TO BE DEMOLISHED **NEW PARTITION**

EXISTING CEILING TO BE REMOVED, SEE KEYNOTES

EXISTING BOOKSHELVES

----PATCHED AND REPAIRED CEILING TO RECIEVE NEW LIGHT FIXTURE, SEE KEYNOTES AND ELECTRICAL

EXISTING FIRE ALARM EXISTING SECURITY CAMERA

EXISTING FIRE SPRINKLER EXISTING LIGHT FIXTURE

NEW LIGHT FIXTURE, SEE ELECTRICAL

GENERAL NOTES - DEMOLITION

- 1. FIELD VERIFY ALL DIMENSIONS AND EQUIPMENT LOCATIONS. NOTIFY ARCHITECT OF DISCREPANCIES BETWEEN THE DOCUMENTS AND FIELD CONDITIONS.
- COORDINATE DEMOLITION WORK WITH NEW CONSTRUCTION. 3. REPAIR DEMOLITION PERFORMED IN EXCESS OF THAT REQUIRED. REPAIR SURFACES, WHICH ARE TO REMAIN BUT HAVE BECOME SOILED OR DAMAGED BY DEMOLITION WORK, TO NEW
- 4. DEMOLISH EXISTING FLOOR FINISH MATERIALS WHERE NEW FINISHES ARE INDICATED IN FINISH
- 5. ALL EXISTING SURFACES AND EQUIPMENT TO REMAIN IN THE SCOPE OF WORK AREA SHALL BE PROTECTED DURING CONSTRUCTION.
- 6. MAINTAIN POWER & UTILITIES AT ALL TIMES DURING WORK.

CONDITION, AT NO ADDITIONAL COST TO THE OWNER.

CLERK OF COURT

PRIVATE CORRIDOR
202

PARTIAL DEMOLITION FLOOR PLAN - LEVEL 2

7. AT WALLS NOTED FOR REMOVAL; REMOVE ALL WALL MOUNTED EQUIPMENT, PIPING, AND WIRING. PIPING AND WIRING TO BE REMOVED BACK TO SOURCE.

GENERAL NOTES - CONSTRUCTION

- 1. DIMENSIONS TO NEW PARTITIONS ARE FACE OF STUD AND FACE OF FINISH TO EXISTING
- PARTITIONS. "CLR" REFERS TO FACE OF FINISH EACH SIDE, UNLESS NOTED OTHERWISE.
- 2. SEE A-102 FOR PARTITION ASSEMBLIY AND HEIGHT DESIGNATIONS. 3. SEE A-103 FOR DOOR SCHEDULE AND TYPE LEGEND.
- PATCH FLOOR SUBSTRATE WITH LEVELING COMPOUND WHEREVER DEMOLITION RENDERS SUBSTRATE UNEVEN.
- 4. PATCH AND REPAIR AREAS AFFECTED BY DEMOLITION WORK TO BE INTEGRATED IN
- CONSTRUCTION, APPEARANCE, AND FINISH TO ADJACENT SURFACES. 5. SEE ELECTRICAL DRAWINGS FOR FIXTURE TYPE AND OTHER ELECTRICAL INFORMATION.

KEYNOTES - DEMOLITION D#

KEY VALUE	KEYNOTE TEXT
D1	DEMOLISH EXISTING CARPET FLOORING IN C.O.C. WAITING AS REQUIRED TO INSTALL NEW WALL AND NEW CARPET. PATCH AND REPAIR SURROUNDING AREAS AS REQUIRED. SEE FINISH PLAN ON SHEET A-102 FOR NEW CARPET LOCATION AND DETAILS.
D2	DEMOLISH EXISTING HALF-WALL, PATCH AND REPAIR SURROUNDING AREAS AS REQUIRED TO INSTALL NEW WALL. SEE NEW WORK PLANS FOR NEW WORK. DEMOLISH EXISTING 24x48 ACT CEILING AS REQUIRED TO INSTALL NEW WALL AND NEW 2x2 ACT CEILING. PATCH AND REPAIR SURROUNDING AREAS AS REQUIRED.
D3	DEMOLISH EXISTING CASEWORK.
D4	EXISTING SECURITY CAMERA TO BE RELOCATED PER CLIENT DIRECTION.
D5	DEMOLISH EXISTING SPRINKLER HEAD AND ASSOCIATED BRANCH PIPING TO MAIN. CAP AND

SEAL AS REQUIRED. EXISTING LIGHT FIXTURES TO REMAIN. DEMOLISH EXISTING CEILING AS NECESSARY TO PERFORM NEW WORK. DEMOLISH EXISTING TRANSFER AIR VENT, PATCH AND REPAIR WALL AS REQUIRED TO MATCH WALL ASSEMBLY. ENSURE SEAMLESS INTEGRATION WITH EXISTING

CONSTRUCTION. VERIFY ALL CONDITIONS IN FIELD PRIOR TO COMMENCEMENT OF WORK. SEE MECHANICAL DRAWINGS FOR MORE INFORMATION. EXISTING DESK, FILE CABINET AND SIDE TABLE TO BE RELOCATED PER NEW FLOOR PLAN. REMOVE EXISTING PARTITION, COORDINATE WITH OWNER FOR STORAGE OR REUSE. REMOVE EXISTING LIGHT FIXTURES AND CEILING AS REQUIRED FOR MECHANICAL UPGRADES. STORE FIXTURES AND CEILING SYSTEM SAFELY FOR REINSTALLATION. REINSTALL CEILING AND LIGHT FIXTURES TO MATCH EXISTING CONDITIONS UPON

COMPLETION OF MECHANICAL WORK. DEMOLISH EXTERIOR WALL AS REQUIRED FOR INSTALLATION OF DUCTWORK AND ARCTIC HOODS. SEE DETAIL A4/A-104.

KEYNOTES - NEW CONSTRUCTION N#

KEY VALUE	KEYNOTE TEXT
N1	NEW CARPET TILE FLOOR FINISH AND RUBBER WALL BASE IN AREAS DISTURBED - SEE FINISH DETAILS SHEET A-102.
N2	PAINT WALLS TO MATCH EXISTING ADJACENT.
N3	PATCH AND REPAIR EXISTING ACT CEILING TILE AS REQUIRED FOR NEW WALL INSTALLATION - SEE ELECTRICAL FOR ADDITIONAL INFORMATION.
N4	COORDINATE NEW LOCATION OF SECURITY CAMERA WITH SECURITY TEAM FOR COVEREAGE OF NEW COUNTER AREA.
N5	PROVIDE AND INSTALL NEW SPRINKLER HEAD TO MATCH EXISTING. SPRINKLER SHALL BE INSTALLED PER NFPA 13 LIGHT HAZARD AND LOCAL JURISDICTION REQUIREMENTS. EXTEND AND CONNECT TO EXISTING BRANCH MAIN PIPING.

Project No.:2014341790

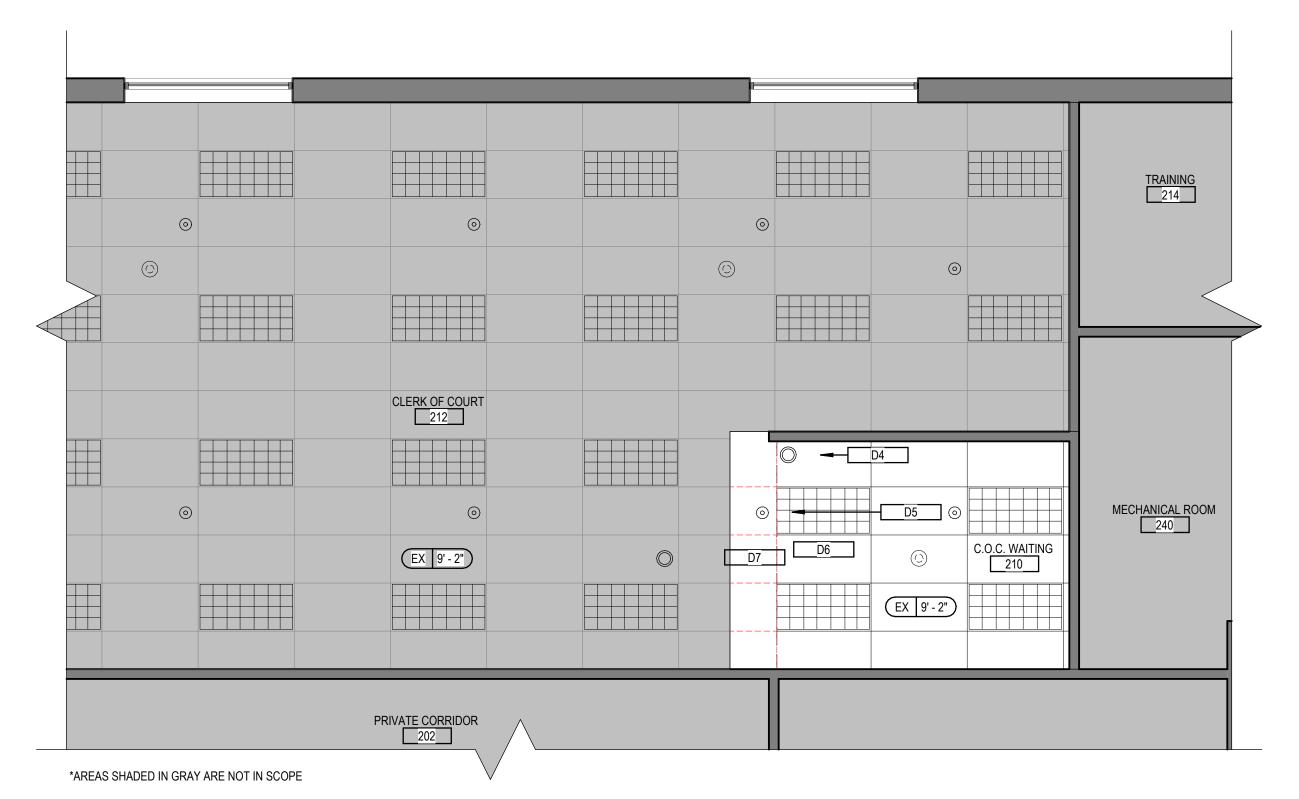
DEMOLITION AND NEW FLOOR PLANS

Scale: As indicated

Revision: 1 Drawing No.

SERVER ROOM REFLECTED CEILING PLAN - LEVEL 2





TRAINING 214 CLERK OF COURT N4_____N4___ N5 -© MECHANICAL ROOM
240 EX 9'-2" N3 EX 9' - 2" *AREAS SHADED IN GRAY ARE NOT IN SCOPE

PARTIAL NEW CEILING PLAN - LEVEL 2



PLANS LEGEND

EXISTING TO REMAIN -----

NEW PARTITION

EXISTING TO BE DEMOLISHED

EXISTING CEILING TO BE REMOVED, SEE KEYNOTES

PATCHED AND REPAIRED CEILING TO RECIEVE NEW LIGHT FIXTURE, SEE KEYNOTES AND ELECTRICAL

EXISTING FIRE ALARM

i---i---i

EXISTING SECURITY CAMERA EXISTING FIRE SPRINKLER

EXISTING LIGHT FIXTURE

NEW LIGHT FIXTURE, SEE ELECTRICAL

GENERAL NOTES - DEMOLITION

2. COORDINATE DEMOLITION WORK WITH NEW CONSTRUCTION.

PARTIAL DEMOLITION CEILING PLAN - LEVEL 2

- 1. FIELD VERIFY ALL DIMENSIONS AND EQUIPMENT LOCATIONS. NOTIFY ARCHITECT OF DISCREPANCIES BETWEEN THE DOCUMENTS AND FIELD CONDITIONS.
- 3. REPAIR DEMOLITION PERFORMED IN EXCESS OF THAT REQUIRED. REPAIR SURFACES, WHICH ARE TO REMAIN BUT HAVE BECOME SOILED OR DAMAGED BY DEMOLITION WORK, TO NEW CONDITION, AT NO ADDITIONAL COST TO THE OWNER.
- 4. DEMOLISH EXISTING FLOOR FINISH MATERIALS WHERE NEW FINISHES ARE INDICATED IN FINISH
- 5. ALL EXISTING SURFACES AND EQUIPMENT TO REMAIN IN THE SCOPE OF WORK AREA SHALL BE PROTECTED DURING CONSTRUCTION.
- MAINTAIN POWER & UTILITIES AT ALL TIMES DURING WORK. 7. AT WALLS NOTED FOR REMOVAL; REMOVE ALL WALL MOUNTED EQUIPMENT, PIPING. AND WIRING. PIPING AND WIRING TO BE REMOVED BACK TO SOURCE.

GENERAL NOTES - CONSTRUCTION

- 1. DIMENSIONS TO NEW PARTITIONS ARE FACE OF STUD AND FACE OF FINISH TO EXISTING
- PARTITIONS. "CLR" REFERS TO FACE OF FINISH EACH SIDE, UNLESS NOTED OTHERWISE. 2. SEE A-102 FOR PARTITION ASSEMBLIY AND HEIGHT DESIGNATIONS.
- 3. SEE A-103 FOR DOOR SCHEDULE AND TYPE LEGEND. PATCH FLOOR SUBSTRATE WITH LEVELING COMPOUND WHEREVER DEMOLITION RENDERS
- SUBSTRATE UNEVEN. 4. PATCH AND REPAIR AREAS AFFECTED BY DEMOLITION WORK TO BE INTEGRATED IN
- CONSTRUCTION, APPEARANCE, AND FINISH TO ADJACENT SURFACES.
- 5. SEE ELECTRICAL DRAWINGS FOR FIXTURE TYPE AND OTHER ELECTRICAL INFORMATION

KEYNOTES - DEMOLITION

KEY VALUE	KEYNOTE TEXT
D1	DEMOLISH EXISTING CARPET FLOORING IN C.O.C. WAITING AS REQUIRED TO INSTALL NEW
	WALL AND NEW CARPET. PATCH AND REPAIR SURROUNDING AREAS AS REQUIRED. SEE
	FINISH PLAN ON SHEET A-102 FOR NEW CARPET LOCATION AND DETAILS.
D2	DEMOLISH EXISTING HALF-WALL, PATCH AND REPAIR SURROUNDING AREAS AS REQUIRED
	TO INSTALL NEW WALL. SEE NEW WORK PLANS FOR NEW WORK. DEMOLISH EXISTING 24x4
	ACT CEILING AS REQUIRED TO INSTALL NEW WALL AND NEW 2x2 ACT CEILING. PATCH AND
	REPAIR SURROUNDING AREAS AS REQUIRED.

REPAIR SURROUNDING AREAS AS REQUIRED. DEMOLISH EXISTING CASEWORK.

> SEAL AS REQUIRED. EXISTING LIGHT FIXTURES TO REMAIN.

> > HOODS. SEE DETAIL A4/A-104.

EXISTING SECURITY CAMERA TO BE RELOCATED PER CLIENT DIRECTION. DEMOLISH EXISTING SPRINKLER HEAD AND ASSOCIATED BRANCH PIPING TO MAIN. CAP AND DEMOLISH EXISTING CEILING AS NECESSARY TO PERFORM NEW WORK. DEMOLISH EXISTING TRANSFER AIR VENT, PATCH AND REPAIR WALL AS REQUIRED TO MATCH WALL ASSEMBLY. ENSURE SEAMLESS INTEGRATION WITH EXISTING CONSTRUCTION. VERIFY ALL CONDITIONS IN FIELD PRIOR TO COMMENCEMENT OF WORK SEE MECHANICAL DRAWINGS FOR MORE INFORMATION. EXISTING DESK, FILE CABINET AND SIDE TABLE TO BE RELOCATED PER NEW FLOOR PLAN. REMOVE EXISTING PARTITION, COORDINATE WITH OWNER FOR STORAGE OR REUSE. REMOVE EXISTING LIGHT FIXTURES AND CEILING AS REQUIRED FOR MECHANICAL UPGRADES. STORE FIXTURES AND CEILING SYSTEM SAFELY FOR REINSTALLATION. REINSTALL CEILING AND LIGHT FIXTURES TO MATCH EXISTING CONDITIONS UPON COMPLETION OF MECHANICAL WORK. DEMOLISH EXTERIOR WALL AS REQUIRED FOR INSTALLATION OF DUCTWORK AND ARCTIC

KEYNOTES - NEW CONSTRUCTIONN#

KEY VALUE	KEYNOTE TEXT
N1	NEW CARPET TILE FLOOR FINISH AND RUBBER WALL BASE IN AREAS DISTURBED - SEE FINISH DETAILS SHEET A-102.
N2	PAINT WALLS TO MATCH EXISTING ADJACENT.
N3	PATCH AND REPAIR EXISTING ACT CEILING TILE AS REQUIRED FOR NEW WALL INSTALLATION - SEE ELECTRICAL FOR ADDITIONAL INFORMATION.
N4	COORDINATE NEW LOCATION OF SECURITY CAMERA WITH SECURITY TEAM FOR COVEREAGE OF NEW COUNTER AREA.
N5	PROVIDE AND INSTALL NEW SPRINKLER HEAD TO MATCH EXISTING. SPRINKLER SHALL BE INSTALLED PER NFPA 13 LIGHT HAZARD AND LOCAL JURISDICTION REQUIREMENTS. EXTEND AND CONNECT TO EXISTING BRANCH MAIN PIPING.

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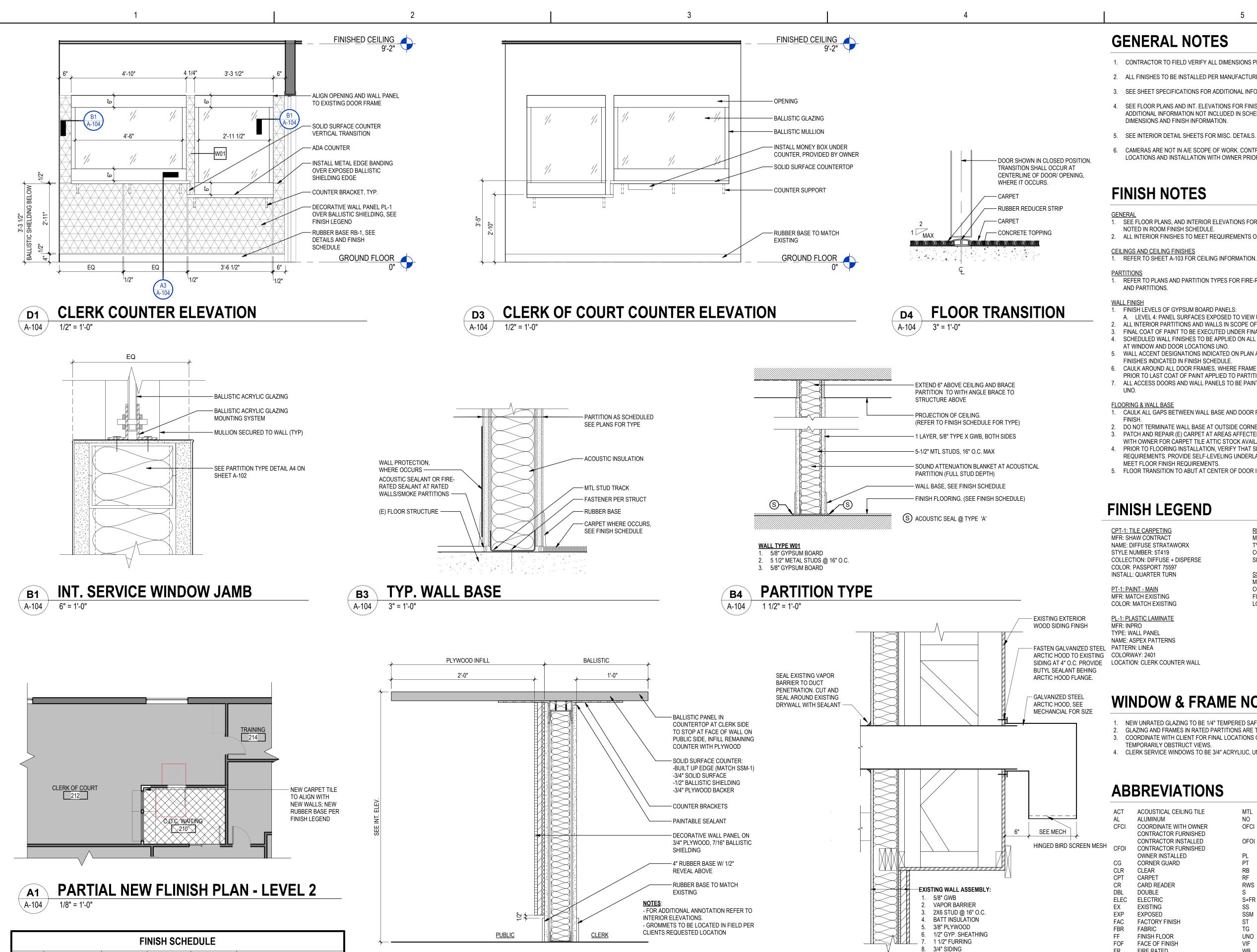


Project No.:2014341790

DEMOLITION AND **NEW REFLECTED CEILING PLANS**

Scale: As indicated Revision: 1

Drawing No.



CLERK COUNTER SECTION

FLOOR

FINISH

EXISTING

ROOM # | ROOM NAME

C.O.C. WAITING

CLERK OF COURT

BASE

FINISH

EXISTING

CEILING

FINISH

EXISTING

EXISTING

COMMENTS

PATCH AND REPAIR EXISTING FINISHES

AS NECESSARY FOR INSTALLATION OF

SEE RCP NOTES ON SHEET A-103

NEW WALL, FLOOR, AND CEILING.

GENERAL NOTES

- 1. CONTRACTOR TO FIELD VERIFY ALL DIMENSIONS PRIOR TO ORDERING.
- 2. ALL FINISHES TO BE INSTALLED PER MANUFACTURERS' SPECIFICATIONS.
- 3. SEE SHEET SPECIFICATIONS FOR ADDITIONAL INFORMATION.
- 4. SEE FLOOR PLANS AND INT. ELEVATIONS FOR FINISH LOCATIONS AND EXTENTS, AND ADDITIONAL INFORMATION NOT INCLUDED IN SCHEDULE, INCLUDING BUT NOT LIMITED TO DIMENSIONS AND FINISH INFORMATION.
- 5. SEE INTERIOR DETAIL SHEETS FOR MISC. DETAILS.
- 6. CAMERAS ARE NOT IN A/E SCOPE OF WORK. CONTRACTOR TO COORDINATE CAMERA LOCATIONS AND INSTALLATION WITH OWNER PRIOR TO INSTALLATION.

FINISH NOTES

1. SEE FLOOR PLANS, AND INTERIOR ELEVATIONS FOR ADDITIONAL FINISH LOCATIONS NOT NOTED IN ROOM FINISH SCHEDULE

2. ALL INTERIOR FINISHES TO MEET REQUIREMENTS OF IBC CHAPTER 8.

1. REFER TO PLANS AND PARTITION TYPES FOR FIRE-RATED AND SMOKE- RATED BARRIERS AND PARTITIONS.

- 1. FINISH LEVELS OF GYPSUM BOARD PANELS: A. LEVEL 4: PANEL SURFACES EXPOSED TO VIEW UNO
- ALL INTERIOR PARTITIONS AND WALLS IN SCOPE OF WORK AREA ARE TO BE PAINTED UNO.
- FINAL COAT OF PAINT TO BE EXECUTED UNDER FINAL LIGHTING CONDITIONS. SCHEDULED WALL FINISHES TO BE APPLIED ON ALL SURFACES, INCLUDING WALL RETURNS
- WALL ACCENT DESIGNATIONS INDICATED ON PLAN ARE IN ADDITION TO GENERAL WALL FINISHES INDICATED IN FINISH SCHEDULE.
- 6. CAULK AROUND ALL DOOR FRAMES, WHERE FRAME ABUTS TO FACE OF GWB. CAULK FRAMES
- PRIOR TO LAST COAT OF PAINT APPLIED TO PARTITIONS AND FRAMES.
- 7. ALL ACCESS DOORS AND WALL PANELS TO BE PAINTED TO MATCH SCHEDULED WALL FINISH.

1. CAULK ALL GAPS BETWEEN WALL BASE AND DOOR FRAMES. SEALANT TO MATCH FRAME

- 2. DO NOT TERMINATE WALL BASE AT OUTSIDE CORNER, UNO.
- PATCH AND REPAIR (E) CARPET AT AREAS AFFECTED BY SCOPE OF WORK. COORDINATE
- WITH OWNER FOR CARPET TILE ATTIC STOCK AVAILABILITY.
- PRIOR TO FLOORING INSTALLATION, VERIFY THAT SLAB MEETS FLATNESS AND LEVELNESS REQUIREMENTS. PROVIDE SELF-LEVELING UNDERLAYMENT COMPOUND AS REQUIRED TO MEET FLOOR FINISH REQUIREMENTS.
- 5. FLOOR TRANSITION TO ABUT AT CENTER OF DOOR IN CLOSED POSITION.

FINISH LEGEND

CPT-1: TILE CARPETING MFR: SHAW CONTRACT

NAME: DIFFUSE STRATAWORX STYLE NUMBER: 5T419 COLLECTION: DIFFUSE + DISPERSE COLOR: PASSPORT 75597

PT-1: PAINT - MAIN MFR: MATCH EXISTING

COLOR: MATCH EXISTING

PL-1: PLASTIC LAMINATE MFR: INPRO TYPE: WALL PANEL NAME: ASPEX PATTERNS

RB-1: RUBBER BASE MFR: JOHNSONITE WALL BASE TYPE: TRADITIONAL VINYL 1/8" COLOR: 121 CEMENT SIZE: 4"

SSM-1: SOLID SURFACE MFR: WILSONART COLOR: ARCTIC DUNE 9253CM FINISH: SATIN

LOCATION: CLERK COUNTERS

WINDOW & FRAME NOTES

- NEW UNRATED GLAZING TO BE 1/4" TEMPERED SAFETY GLAZING, UNO.
- GLAZING AND FRAMES IN RATED PARTITIONS ARE TO BE RATED.
- . COORDINATE WITH CLIENT FOR FINAL LOCATIONS OF WINDOW SHADE / WINDOW BLINDS TO
- 4. CLERK SERVICE WINDOWS TO BE 3/4" ACRYLIUC, UNO.

ABBREVIATIONS

СТ	ACOUSTICAL CEILING TILE
	ALUMINUM
-CI	COORDINATE WITH OWNER
	CONTRACTOR FURNISHED
	CONTRACTOR INSTALLED
-OI	CONTRACTOR FURNISHED
٠.	OWNER INSTALLED
3	CORNER GUARD
_R	CLEAR
PT	CARPET
₹	CARD READER
` BL	DOUBLE
EC.	ELECTRIC
((D	EXISTING
(P	EXPOSED
VC	FACTORY FINISH
3R	FABRIC
	FINISH FLOOR
)F	FACE OF FINISH
₹	FIRE RATED
_	GLAZING

GYPSUM WALL BOARD

HOLLOW METAL

KNOCK DOWN

INTERIOR

EXTERIOR ARCTIC HOOD/LOUVER

∖A-104 ∕

NUMBER OWNER FURNISHED CONTRACTOR INSTALLED OWNER INSTALLED PLASTIC LAMINATE RESILIENT OR RUBBER WALL BASE RESILIENT FLOORING ROLLER WINDOW SHADES SMOKE + FIRE RATED STAINLESS STEEL

SOLID SURFACE MATERIAL STOREFRONT (ALUMINUM) TEMPERED GLAZING UNLESS NOTED OTHERWISE VERIFY IN FIELD WINDOW BLINDS WALL COVERING

WALK OFF MAT WALL PANEL / PROTECTION WINDOW SHADES WINDOW TREATMENT

Scale: As indicated

Project No.:2014341790

Permit/Seal

MALESSION,

Revision: 1 Drawing No.

ELEVATIONS, DETAILS,

AND FINISH SCHEDULE

THE PROVIDED IMAGES ILLUSTRATE THE EXISTING JUDGES 'BENCHES AND THE EQUIPMENT STORED THERE; NO BALLISTIC SHIELDING IS CURRENTLY INSTALLED. BALLISTIC PROTECTION PANELS ARE TO BE ADDED BEHIND THE JUDGES' BENCHES IN BOTH COURTROOMS. PANELS SHALL BE DESIGNED AND FABRICATED TO MEET [XXX] AND INSTALLED WITH SECURE ANCHORAGE FOR REFERENCE, CONTRACTOR MUST VERIFY IN FIELD DIMENSIONS AND COORDINATE WITH BENCH MANUFACTURERS WHAT IS REQUIRED TO ENSURE SEAMLESS INTEGRATION, PROPER ALIGNMENT, AND COMPLIANCE WITH LOCAL CODES.

Project No.:2014341790 Title

COURT BENCHES ENLARGED PLANS AND DETAILS

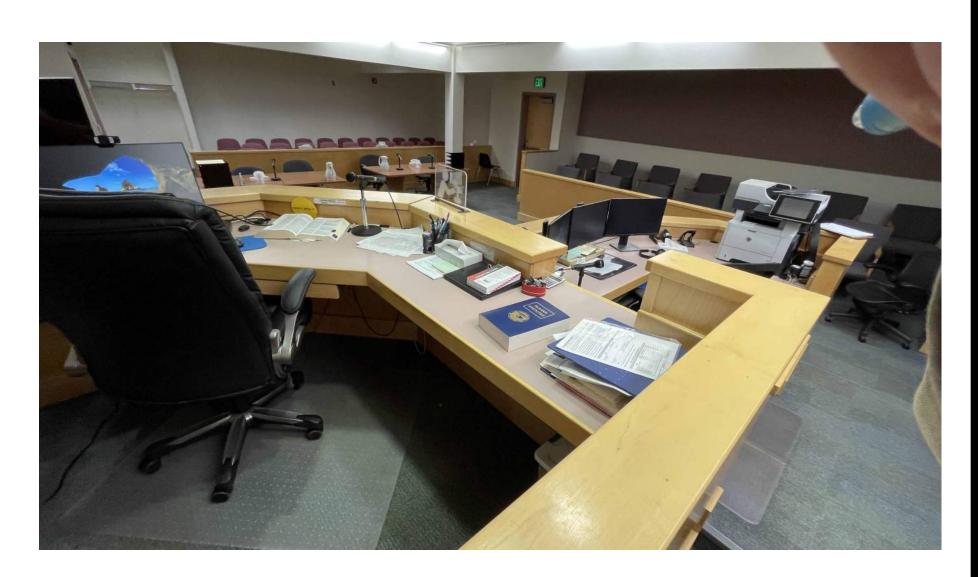
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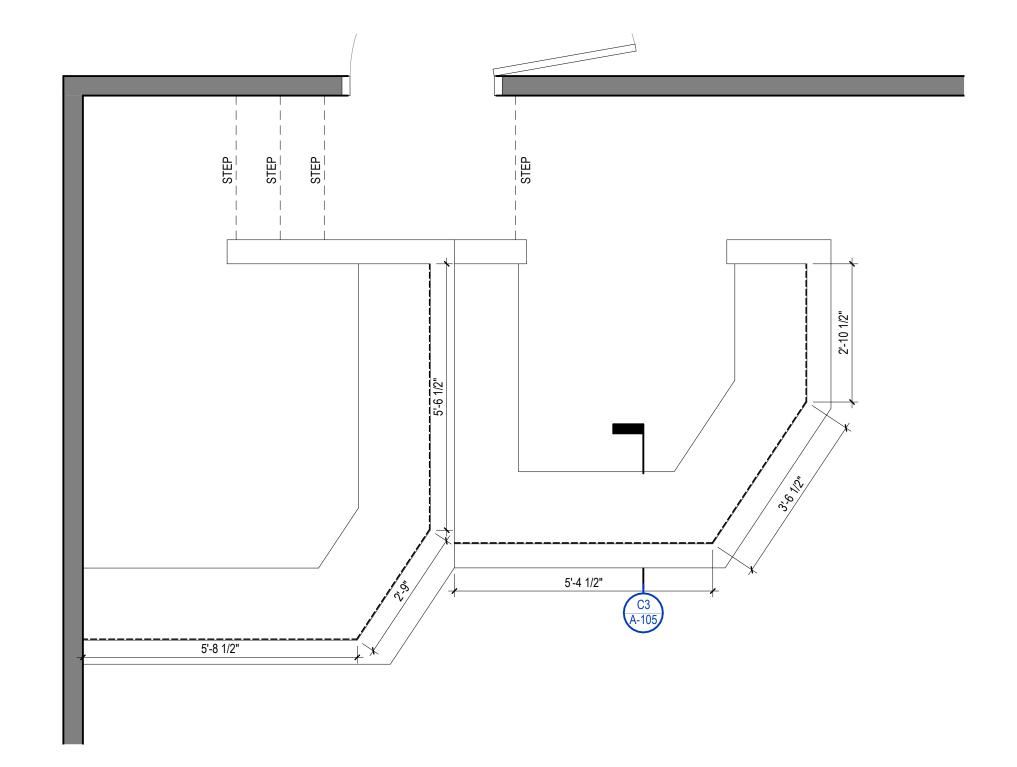
A-105

NEW BALLISTIC SHIELDING. FACE FASTEN
TO UNDERSIDE OF COUNTERTOP — NEW BALLISTIC SHIELDING. FACE FASTEN TO EXISTING WALL — EXTEND JUNCTION BOXES AND MISC.
ELECTRICAL EQUIPMENT TO NEW
EXTERIOR FACE OF BALLISTIC SHIELDING *NOTE: CONTRACTOR TO FIELD VERIFY EXISTING CONDITIONS, FIELD MEASURE OUTLETS ELECTRICAL EQUIPMENT.

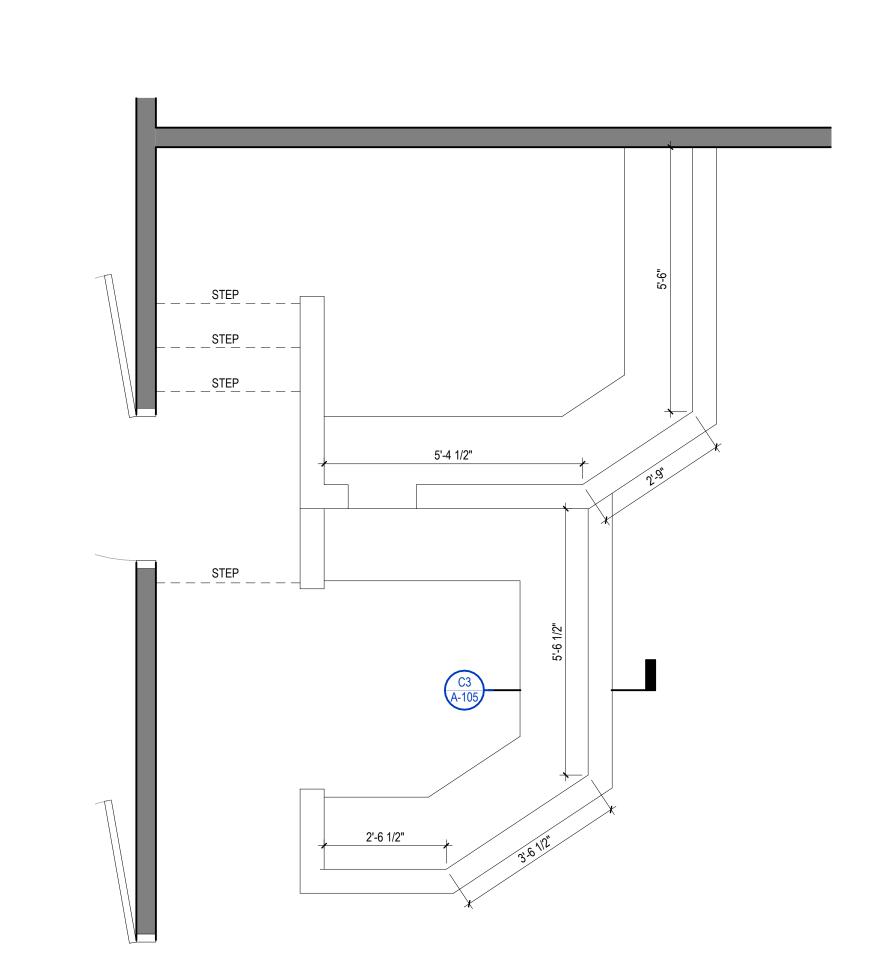












ENLARGED PLAN - DISTRICT COURT 209 JUDGE/CLERK BENCH

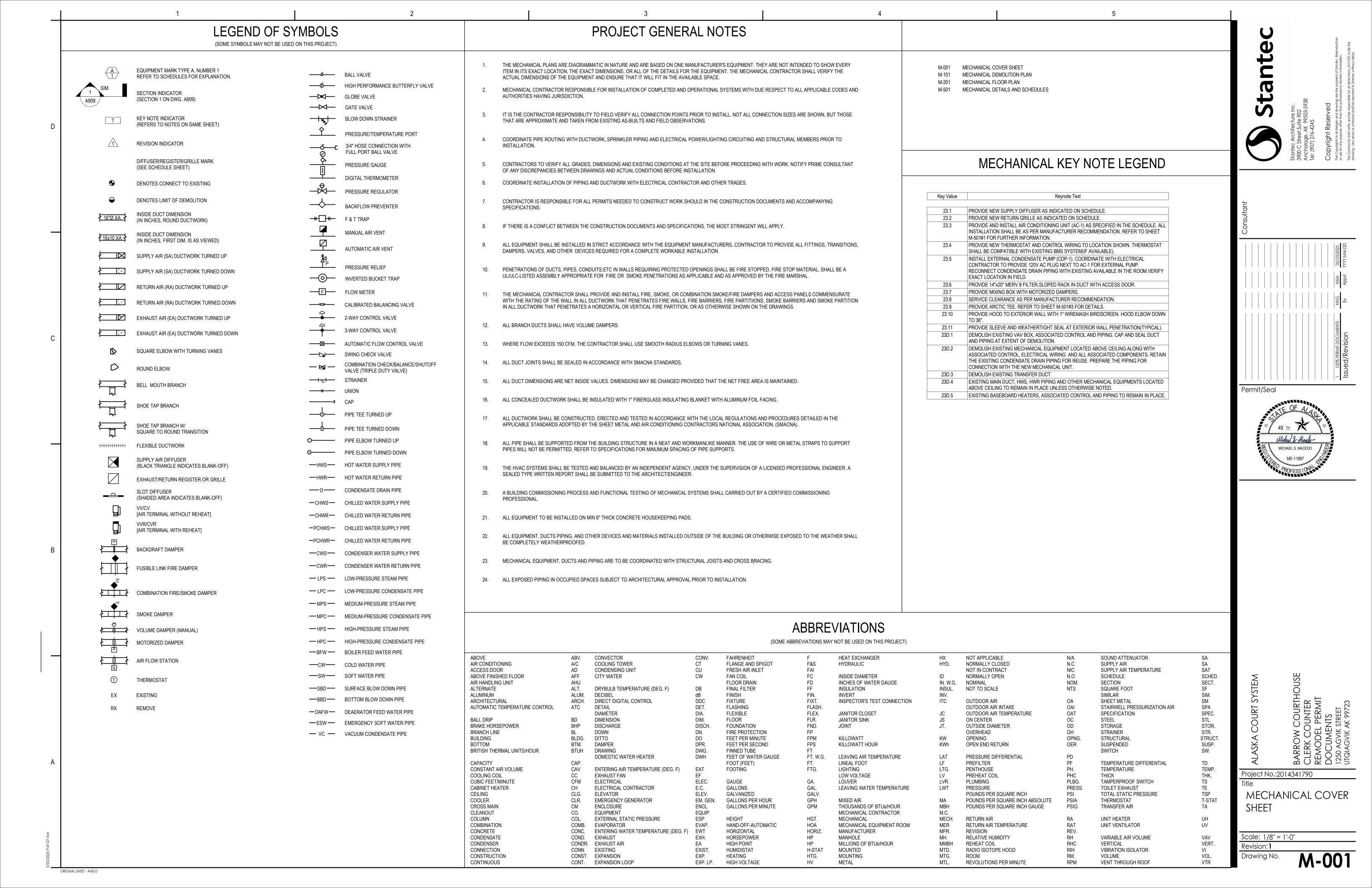
Project No.:2014341790

SPECIFICATIONS

Scale: 1/4" = 1'-0"

ORIGINAL SHEET - ANSI D

Drawing No.



COMPLY WITH NEMA MG 1 UNLESS OTHERWISE NOTED.

MOTOR SHALL BE CAPABLE OF CONTINUOUS DUTY AT AN AMBIENT TEMPERATURE OF 104 DEGREE F. MOTOR SHALL HAVE SUFFICIENT CAPACITY AND TORQUE TO START, ACCELERATE, AND OPERATE CONNECTED LOADS AT DESIGNATED SPEEDS, AT INSTALLED ALTITUDE AND ENVIRONMENT, WITH INDICATED OPERATING SEQUENCE, AND WITHOUT EXCEEDING NAMEPLATE RATINGS OR CONSIDERING SERVICE FACTOR. POLYPHASE MOTORS SHALL BE A PREMIUM EFFICIENT NEMA MG 1, DESIGN B, INDUCTION MOTOR WITH A 1.15

SINGLE PHASE MOTORS SHALL BE THERMALLY PROTECTED TO OPEN POWER WHEN WINDING

TEMPERATURES EXCEED SAFE VALUES. PROVIDE INVERTOR RATED, THERMALLY PROTECTED, PREMIUM EFFICIENCY MOTORS WITH WINDINGS TESTED TO RESIST TRANSIENT SPIKES, HIGH FREQUENCIES, AND SHORT TIME RISE PULSES PRODUCED BY PULSE-WIDTH MODULATED INVERTERS.

MOTORS SHALL BE PROVIDED TO MEET THE REQUIREMENTS OF THEIR APPLICATION.

HANGERS AND SUPPORTS

HANGER AND SUPPORT INSTALLATION SHALL COMPLY WITH MSS SP-69 AND MSS SP-89 (MANUFACTURERS STANDARDIZATION SOCIETY FOR THE VALVE AND FITTINGS INDUSTRY INC).

THE USE OF "C" CLAMPS AND BEAM CLAMPS OF A "C" PATTERN AND ANY MODIFICATION THEREOF IS

METAL FRAMING SYSTEMS SHALL BE SUBJECT TO COMPLIANCE WITH REQUIREMENTS AND SHALL BE ONE OF THE FOLLOWING MANUFACTURERS: B-LINE SYSTEMS, ERICO/MICHIGAN HANGER COMPANY, OR UNISTRUT

FASTENER SYSTEMS SHALL BE SUBJECT TO COMPLIANCE WITH REQUIREMENTS AND SHALL BE ONE OF THE FOLLOWING MANUFACTURERS: HILTI, B-LINE SYSTEMS, OR POWERS FASTENERS. POWER-ACTUATED FASTENERS SHALL BE THREADED-STEEL STUD, FOR USE IN HARDENED PORTLAND

CEMENT CONCRETE WITH PULL-OUT, TENSION, AND SHEAR CAPACITIES APPROPRIATE FOR SUPPORTED LOADS AND BUILDING MATERIALS WHERE USED.

MECHANICAL-EXPANSION ANCHORS SHALL BE INSERT-WEDGE-TYPE STAINLESS STEEL, FOR USE IN HARDENED PORTLAND CEMENT CONCRETE WITH PULL-OUT, TENSION, AND SHEAR CAPACITIES APPROPRIATE FOR SUPPORTED LOADS AND BUILDING MATERIALS WHERE USED.

VIBRATION ISOLATION PRODUCTS

A. FURNISH AND INSTALL ALL NECESSARY VIBRATION ISOLATORS, VIBRATION HANGERS, MOUNTING PADS, RAILS, ETC., TO ISOLATE VIBRATION AND SOUND FROM BEING TRANSMITTED TO THE BUILDING CONSTRUCTION. ALL VIBRATION ISOLATION PRODUCTS SHALL BE SPECIFICALLY DESIGNED FOR THEIR INTENDED USE

MANUFACTURER OF VIBRATION ISOLATION EQUIPMENT SHALL HAVE THE FOLLOWING RESPONSIBILITIES:

DETERMINE VIBRATION ISOLATOR SIZES AND LOCATIONS.

PROVIDE SUITABLE PIPING AND EQUIPMENT VIBRATION ISOLATION SYSTEMS

GUARANTEE SPECIFIED ISOLATION SYSTEM ATTENUATION AND DEFLECTION. PROVIDE INSTALLATION INSTRUCTIONS, DRAWINGS AND FIELD SUPERVISION TO ASSURE PROPER INSTALLATION AND

ISOLATION SYSTEMS SHALL BE MANUFACTURED BY MASON INDUSTRIES OR APPROVED EQUAL BY THE ENGINEER.

IDENTIFICATION FOR MECHANICAL

NEW OR RENOVATED DUCTWORK SYSTEMS AND EQUIPMENT SHALL HAVE IDENTIFICATION

 ALL SYSTEM IDENTIFICATION MARKERS SHALL HAVE 1/16 INCH THICK MARKERS WITH 1/4 INCH LETTERING. MARKERS SHALL BE CAPABLE OF WITHSTANDING 50 DEGREES ABOVE THE MAXIMUM OPERATING TEMPERATURE OF THE ASSOCIATED

DUCTWORK SYSTEMS SHALL HAVE PLASTIC LAMINATED DUCT LABELS IDENTIFYING AIR FLOW TYPE AND SYSTEM NUMBER WITH PERMANENT ADHESIVE ON AIR DUCTS WITH THE FOLLOWING

BLUE: FOR SUPPLY DUCTS.

PERFORMANCE.

GREEN: FOR EXHAUST-, OUTSIDE-, RETURN-, AND MIXED-AIR DUCTS.

EQUIPMENT SHALL HAVE PLASTIC LAMINATED MARKERS IDENTIFYING SYSTEM DESIGNATION AND

WARNING TAGS AND LABELS SHALL HAVE PLASTIC LAMINATED MARKERS SECURED BY PERMANENT SCREWS OR FASTENERS WITH BLACK LETTERING AND A YELLOW BLACK

MECHANICAL INSULATION

A) INSULATION SHALL BE APPLIED WITH MASTICS, ADHESIVES, AND COATINGS, WITH COVERS, WEATHER-PROTECTION AND OTHER WORK AS REQUIRED BY MANUFACTURER'S RECOMMENDATIONS. MATERIALS SHALL MEET REQUIREMENTS OF ADHESIVE AND SEALANT COUNCIL STANDARDS AND SMACNA.

ALL SUPPLY AIR, RETURN AIR, OUTSIDE AIR INTAKE, AND EXHAUST/SPILL/RELIEF AIR DUCTS AND PLENUMS SHALL BE INSULATED WITH A MINIMUM OF R-6 INSULATION WHEN LOCATED WITHIN THE BUILDING ENVELOPE ASSEMBLY, UNLESS OTHERWISE INDICATED. WHEN LOCATED WITHIN THE BUILDING ENVELOPE ASSEMBLY, THE DUCT OR PLENUM MUST BE SEPARATED FROM THE

BUILDING EXTERIOR OR UNCONDITIONED OR EXEMPT SPACES BY A MINIMUM OF R-8 INSULATION. CONCEALED DUCTWORK: INSULATE SUPPLY AND FRESH AIR DUCTS AND PLENUMS IN CONCEALED SPACES AND RETURN DUCT NOT IN CEILING PLENUM WITH AT LEAST 1-1/2" THICK FIBROUS GLASS DUCT WRAP, WITH A MINIMUM R-VALUE OF R-6 AND FOIL-

EXPOSED DUCTWORK: INSULATE EXPOSED SUPPLY, RETURN AND FRESH AIR DUCTS AND EXPOSED PLENUMS WITH AT LEAST 2" THICK, SEMI-RIGID FIBROUS GLASS BOARDS WITH A MINIMUM R-VALUE OF R-6 AND A FACTORY APPLIED FIRE RETARDANT FOIL REINFORCED KRAFT VAPOR BARRIER FACING. PROVIDE WELD PINS AND VAPOR SEAL ALL JOINTS WITH TAPE. (THIS REQUIREMENT DOES NOT APPLY TO INTERNALLY LINED DUCTWORK LOCATED IN FINISHED SPACES.)

D) EXHAUST/SPILL/RELIEF AIR DUCTS AND PLENUMS LOCATED UPSTREAM OF MOTORIZED OR BAROMETRIC ISOLATION DAMPERS SHALL NOT REQUIRE INSULATION. PORTIONS AFTER ISOLATION DAMPERS MUST BE INSULATED FROM THE DAMPER TO THE WALL/ROOF PENETRATION.

ALL SUPPLY AIR, RETURN AIR, OUTSIDE AIR INTAKE, AND EXHAUST/SPILL/RELIEF AIR DUCTS AND PLENUMS SHALL BE INSULATED WITH A MINIMUM OF R-8 INSULATION WHEN LOCATED OUTDOORS OR OUTSIDE THE BUILDING ENVELOPE ASSEMBLY B) INSULATE OUTDOOR DUCTWORK AND PLENUMS WITH AT LEAST 2" THICK, SEMI-RIGID FIBROUS GLASS BOARDS WITH A MINIMUM R VALUE OF R-8 AND A FACTORY APPLIED FIRE RETARDANT FOIL REINFORCED KRAFT VAPOR BARRIER FACING. PROVIDE WELD PINS AND VAPOR SEAL ALL JOINTS WITH TAPE.

C) IN ADDITION, APPLY TWO (2) COATS OF WEATHERPROOF MASTIC AND EMBED INTO WET COAT TWO (2) LAYERS OF GLASS CLOTH OVER INSULATION JACKET. SMOOTH MEMBRANE TO AVOID WRINKLES AND OVERLAP ALL SEAMS AT LEAST 3". APPLY A SECOND COAT OF THE SAME COATING TO THE ENTIRE SURFACE. TOP CENTER OF RECTANGULAR DUCT SHALL PITCH TO EACH SIDE TO AVOID TRAPPING OF WATER IN THE CENTER.

DUCTWORK SHALL COMPLY WITH NFPA 90A, "INSTALLATION OF AIR CONDITIONING AND VENTILATING SYSTEMS," NFPA 90B, "INSTALLATION OF WARM AIR HEATING AND AIR CONDITIONING SYSTEMS.", AND SMACNA "HVAC DUCT CONSTRUCTION STANDARDS - METAL AND FLEXIBLE."

FABRICATE IN ACCORDANCE WITH SMACNA, LOW PRESSURE DUCTWORK, SEAL CLASS A. GALVANIZED STEEL SHALL BE HOT-DIPPED GALVANIZED SHEET STEEL COMPLYING WITH ASTM A

653/A 653M FS TYPE B, WITH G60/Z180 COATING.

FLEXIBLE DUCTS MANUFACTURER SHALL BE FLEXMASTER USA, MCGILL AIRFLOW, OR WARD INDUSTRIES. INSULATED FLEXIBLE DUCTS SHALL COMPLY WITH UL 181, CLASS I. IT SHALL BE A FLEXIBLE DUCT WRAPPED WITH FLEXIBLE GLASS FIBER INSULATION, ENCLOSED BY A FIRE RETARDANT POLYETHYLENE VAPOR BARRIER JACKET; MAXIMUM 0.23 K VALUE AT 75 DEG F. FLEXIBLE DUCTS SHALL BE SUPPORTED BY ELBOW SUPPORTS AND THE SUPPORTS SHALL BE UL LISTED FOR USE IN RETURN AIR PLENUMS. PRESSURE RATING: 6-IN W.G. POSITIVE AND 0.5- IN W.G. NEGATIVE. FLEXIBLE DUCTWORK SHALL NOT EXCEED 5 FEET IN LENGTH.

DUCT ACCESSORIES

COMPLY WITH SMACNA'S "HVAC DUCT CONSTRUCTION STANDARDS - METAL AND FLEXIBLE" FOR ACCEPTABLE MATERIALS, MATERIAL THICKNESSES, AND DUCT CONSTRUCTION METHODS UNLESS

DUCT ACCESSORIES SHALL BE SUBJECT TO COMPLIANCE WITH REQUIREMENTS AND SHALL BE ONE OF THE FOLLOWING MANUFACTURERS: RUSKIN COMPANY OR GREENHECK CORPORATION

UNLESS OTHERWISE NOTED. MANUAL VOLUME DAMPERS: FACTORY FABRICATED WITH REQUIRED HARDWARE AND ACCESSORIES. INCLUDE LOCKING DEVICE TO HOLD SINGLE BLADE DAMPERS IN A FIXED POSITION WITHOUT VIBRATION. CLOSE DUCT PENETRATIONS FOR DAMPER COMPONENTS TO SEAL DUCT CONSISTENT WITH PRESSURE CLASS. MULTIPLE OR SINGLE BLADE, PARALLEL OR OPPOSED BLADE DESIGN, STANDARD LEAKAGE RATING WITH LINKAGE OUTSIDE OF AIRSTREAM, STIFFEN DAMPER BLADES FOR STABILITY, SUITABLE FOR HORIZONTAL OR VERTICAL APPLICATIONS, WITH MITERED AND WELDED CORNERS, PROVIDE GALVANIZED STEEL HARDWARE. INCLUDE ELEVATED PLATFORM FOR INSULATED DUCT MOUNTING. INSTALL VOLUME DAMPERS AT POINTS ON SUPPLY, RETURN, AND EXHAUST SYSTEMS WHERE BRANCHES EXTEND FROM

LARGER DUCTS. WHERE DAMPERS ARE INSTALLED IN DUCTS HAVING DUCT LINER, INSTALL DAMPERS WITH HAT CHANNELS OF SAME DEPTH AS LINER, AND TERMINATE LINER WITH NOSING AT HAT CHANNEL. FIRE DAMPERS SHALL BE DYNAMICALLY RATED AND LABELED ACCORDING TO UL 555. FIRE DAMPERS SHALL HAVE A 1 ½ OR 3 HOUR RATING, CURTAIN TYPE FRAME WITH BLADES OUTSIDE THE AIRSTREAM OR MULTI-BLADE TYPE MOUNTED IN A VERTICAL OR HORIZONTAL ARRANGEMENT AS INDICATED. HORIZONTAL DAMPERS SHALL INCLUDE BLADE LOCK AND

STAINLESS STEEL NEGATOR CLOSURE SPRING. DAMPER SHALL HAVE A REPLACEABLE FUSIBLE LINK RATED FOR 212 DEGREE ACTUATION. TURNING VANES SHALL BE AIRFOIL-SHAPED ALUMINUM EXTRUSIONS WITH PERFORMED FACES AND FIBROUS-GLASS FILL AND SHALL COMPLY WITH COMPLY WITH SMACNA'S "HVAC DUCT CONSTRUCTION STANDARDS - METAL AND FLEXIBLE"; FIGURES 2-3, "VANES AND VANE RUNNERS," AND 2-4, "VANE SUPPORT IN ELBOWS." TURNING VANES SHALL BE DUCTMATE INDUSTRIES, METALAIRE INCORPORATED, OR SEMCO INCORPORATED.

DUCT ACCESS DOORS SHALL COMPLY WITH SMACNA'S "HVAC DUCT CONSTRUCTION STANDARDS - METAL AND FLEXIBLE"; FIGURES 2-10, "DUCT ACCESS DOORS AND PANELS," AND 2-11, "ACCESS PANELS - ROUND DUCT." DUCT ACCESS DOORS SHALL BE AMERICAN WARMING AND VENTILATING, DUCTMATE INDUSTRIES INCORPORATED, FLEXMASTER USA INCORPORATED, OR GREENHECK FAN CORPORATION

FIRE PROOFING

MECHANICAL CONTRACTOR SHALL SEAL ALL PIPE PENETRATIONS THROUGH ALL FIRE RATED WALLS TO PREVENT SPREAD OF FIRE AND SMOKE.

FIRE STOP SHALL BE INSTALLED AND DESIGNED TO PROVIDE A MINIMUM 1 HOUR RATING. PROPERLY CLOSE ALL FIRE PENETRATION SEALS USING UL LISTED PRODUCTS TO MATCH THE PENETRATION FIRESTOP SYSTEM DESIGNATION. ALL FIRE STOP MATERIALS SHALL BE FREE OF DANGEROUS SOLVENTS, ASBESTOS, NON-HALOGENATED AND NOT PRODUCE TOXIC SMOKE OR

FUMES DURING A FIRE. FILL ALL AREAS AROUND PIPES OR SLEEVES WITH A DIELECTRIC, NON-HARDENING PUTTY SUCH AS INTERNATIONAL PROTECTIVE COATING FSP 1000 OR EXPANDING CAULK SUCH AS SILICONE

R.T.V. FOAM OR INTERNATIONAL PROTECTIVE COATING FS900 OR EQUAL BY HILTI. LARGE OPENINGS IN MASONRY WALLS MAY BE SEALED USING LIGHT WEIGHT, LOW DENSITY EXPANDING MORTAR SIMILAR AND EQUAL TO INTERNATIONAL PROTECTIVE COATING TYPE KBS MORTAR-SEAL.

TEMPERATURE CONTROL

EXPOSED 24V AND ALL 120 V TEMPERATURE CONTROL WIRING SHALL BE ROUTED IN ITS OWN SEPARATE CONDUIT FOR THE ENTIRE ROUTING, ALL WIRING SHALL BE PLENUM RATED; REFER TO ELECTRICAL SPECIFICATIONS FOR CONDUIT MATERIAL AND INSTALLATION REQUIREMENTS. MECHANICAL CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TEMPERATURE CONTROL AND INTERLOCK WIRING REQUIRED FOR THE PROJECT.

THERMOSTATS INSTALLED FOR USE BY BUILDING OCCUPANTS SHALL BE MOUNTED PER ADA

MOUNT SENSORS AT 42 INCHES ABOVE FINISHED FLOOR.

AIR DIFFUSION DEVICES

AIR DIFFUSION DEVICES SHALL BE SUBJECT TO COMPLIANCE WITH REQUIREMENTS AND SHALL BE ONE OF THE FOLLOWING MANUFACTURERS: PRICE, TITUS OR TUTTLE & BAILEY

FLEXIBLE CONNECTORS SHALL CONFORM TO NFPA 90A WITH COATINGS COMPLYING WITH UL 181, CLASS 1. PROVIDE ON INLET AND DISCHARGE OF ALL FAN POWERED EQUIPMENT UNLESS OTHERWISE NOTED. METAL SHALL BE COMPATIBLE WITH CONNECTED DUCT

AIR DIFFUSION DEVICES SHALL BE SPECIFICALLY DESIGNED FOR VARIABLE AND CONSTANT VOLUME AIR FLOWS.

PHYSICAL CHARACTERISTICS AND PERFORMANCE OF DEVICES SHALL BE AS SCHEDULED. COORDINATE FRAME TYPE AND LOCATIONS WITH ARCHITECTURAL CEILING AND ELECTRICAL LIGHTING PLANS.

TESTING, ADJUSTING, AND BALANCING

ALL AIR HANDLING DISTRIBUTION SYSTEMS AND EQUIPMENT SHALL BE ADJUSTED AS NECESSARY TO PROVIDE THE REQUIRED SUPPLY, RETURN, AND EXHAUST AIR QUANTITIES FOR EACH COMPONENT AS DESIGNED PRIOR TO THE FINAL INSPECTION OF THE BUILDING. ALL SYSTEM BALANCING SHALL BE CONDUCTED UNDER CONDITIONS APPROXIMATING ACTUAL

PERFORM TESTING AND BALANCING OF EXISTING SYSTEMS TO THE EXTENT THAT EXISTING SYSTEMS ARE AFFECTED BY THE RENOVATION WORK.

COMPARE THE INDICATED AIRFLOW OF THE RENOVATED WORK TO THE MEASURED FAN AIRFLOWS AND DETERMINE THE NEW FAN, SPEED, FILTER, AND COIL FACE

VERIFY THAT THE INDICATED AIRFLOWS OF THE RENOVATED WORK RESULT IN FILTER AND COIL FACE VELOCITIES AND FAN SPEEDS THAT ARE WITHIN THE ACCEPTABLE LIMITS DEFINED BY EQUIPMENT MANUFACTURER IF CALCULATIONS INCREASE OR DECREASE THE AIRFLOW BY MORE THAN 5

PERCENT, MAKE EQUIPMENT ADJUSTMENTS TO ACHIEVE THE CALCULATED AIRFLOW RATES. IF 5 PERCENT OR LESS, EQUIPMENT ADJUSTMENTS ARE NOT AIR BALANCE EACH AIR OUTLET.

OBTAIN APPROVAL FROM ARCHITECT FOR ADJUSTMENT OF FAN SPEED HIGHER OR LOWER THAN INDICATED SPEED. MAKE REQUIRED ADJUSTMENTS TO PULLEY SIZES, MOTOR SIZES, AND ELECTRICAL CONNECTIONS TO ACCOMMODATE FAN-SPEED CHANGES.

DO NOT MAKE FAN-SPEED ADJUSTMENTS THAT RESULT IN MOTOR OVERLOAD. CONSULT EQUIPMENT MANUFACTURERS ABOUT FAN-SPEED SAFETY FACTORS. MODULATE DAMPERS AND MEASURE FAN-MOTOR AMPERAGE TO ENSURE THAT NO OVERLOAD WILL OCCUR. MEASURE AMPERAGE IN FULL COOLING, FULL HEATING, ECONOMIZER, AND ANY OTHER OPERATING MODES TO DETERMINE THE MAXIMUM REQUIRED BRAKE HORSEPOWER.

ADJUST VOLUME DAMPERS FOR MAIN DUCT, SUBMAIN DUCTS, AND MAJOR BRANCH DUCTS TO INDICATED AIRFLOWS WITHIN SPECIFIED TOLERANCES.

MEASURE STATIC PRESSURE AT A POINT DOWNSTREAM FROM THE BALANCING DAMPER AND ADJUST VOLUME DAMPERS UNTIL THE PROPER STATIC PRESSURE IS

WHERE SUFFICIENT SPACE IN SUBMAIN AND BRANCH DUCTS IS UNAVAILABLE FOR PITOT-TUBE TRAVERSE MEASUREMENTS, MEASURE AIRFLOW AT TERMINAL OUTLETS AND INLETS AND CALCULATE THE TOTAL AIRFLOW FOR THAT ZONE.

REMEASURE EACH SUBMAIN AND BRANCH DUCT AFTER ALL HAVE BEEN ADJUSTED. CONTINUE TO ADJUST SUBMAIN AND BRANCH DUCTS TO INDICATED AIRFLOWS WITHIN SPECIFIED TOLERANCES.

MEASURE TERMINAL OUTLETS AND INLETS WITHOUT MAKING ADJUSTMENTS. MEASURE TERMINAL OUTLETS USING A DIRECT-READING HOOD OR OUTLET MANUFACTURER'S WRITTEN INSTRUCTIONS AND CALCULATING FACTORS. ADJUST TERMINAL OUTLETS AND INLETS FOR EACH SPACE TO INDICATED AIRFLOWS WITHIN SPECIFIED TOLERANCES OF INDICATED VALUES. MAKE ADJUSTMENTS USING VOLUME DAMPERS RATHER THAN EXTRACTORS AND THE DAMPERS AT AIR TERMINALS

ADJUST EACH OUTLET IN SAME ROOM OR SPACE TO WITHIN SPECIFIED TOLERANCES OF INDICATED QUANTITIES WITHOUT GENERATING NOISE LEVELS ABOVE THE LIMITATIONS PRESCRIBED BY THE CONTRACT DOCUMENTS. ADJUST PATTERNS OF ADJUSTABLE OUTLETS FOR PROPER DISTRIBUTION WITHOUT DRAFTS.

INSPECTION: AFTER TESTING AND BALANCING ARE COMPLETE, OPERATE EACH SYSTEM AND RANDOMLY CHECK MEASUREMENTS TO VERIFY THAT THE SYSTEM IS OPERATING ACCORDING TO THE FINAL TEST AND BALANCE READINGS DOCUMENTED IN THE FINAL REPORT.

RANDOMLY CHECK THE FOLLOWING FOR EACH SYSTEM: MEASURE AIRFLOW OF AT LEAST 10 PERCENT OF AIR OUTLETS. MEASURE ROOM TEMPERATURE AT EACH THERMOSTAT/TEMPERATURE

SENSOR. COMPARE THE READING TO THE SET POINT. VERIFY THAT BALANCING DEVICES ARE MARKED WITH FINAL BALANCE

FURNISH CERTIFIED REPORTS.

SEQUENCE OF OPERATIONS AIR CONDITIONING UNIT(AC-1) ,RELIEF DAMPER(MD-1),OUTSIDE DAMPER (MD-2), RETURN DAMPER(MD-3)

ROOM T 'STAT (FACTORY WALL CONTROL)

MIXED AIR SENSOR (DDC) RETURN/RELIEF AIR SENSOR (DDC)

OUTSIDE AIR SENSOR. (DDC)

OUTDOOR FILTER DIFFERENTIAL PRESSURE (DDC)

1. ON CALL FOR COOLING (ROOM 75 DEG F) AC-1 STARTS. OUTSIDE DAMPER(MD-2) AND RETURN DAMPER(MD-3) MODULATE TO PROVIDE 55 DEG F SUPPLY AIR TO AC-1 CONDENSER COIL . RELIEF DAMPER(MD-1) TRACKS OUTSIDE DAMPER PERCENT OPEN.

A. WHEN OUTSIDE AIR EXCEEDS 55 DEG F (HIGH OUTSIDE AIR TEMP) OUTSIDE DAMPER(MD-2) IS FULLY OPEN, RETURN DAMPER(MD-3) IS FULLY CLOSED, RELIEF DAMPER(MD-1) IS FULLY OPEN.

2. ON CALL FOR HEATING (ROOM 55 DEG F) AC-1 STOPS, OUTSIDE DAMPER (MD-3) IS CLOSED, RELIEF

A. EXISTING BASEBOARD HEATER CYCLES TO MAINTAIN SETPOINT.

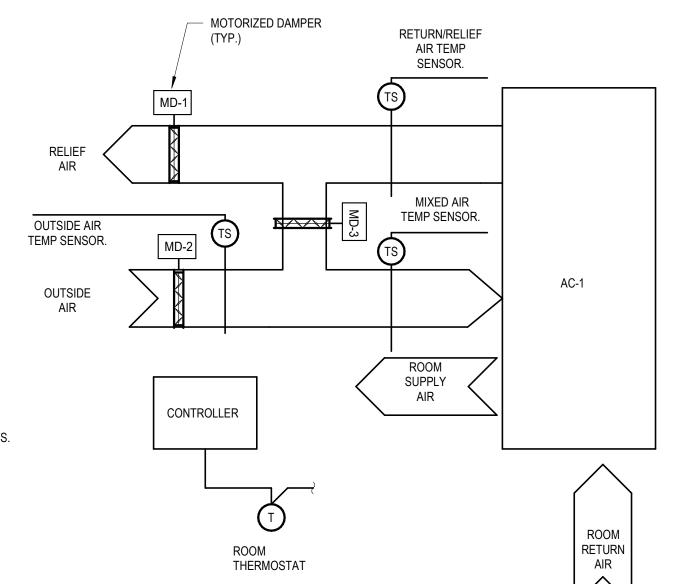
C. WHEN WATER IS DETECTED, THE SENSOR IDENTIFIES THE PRESENCE OF MOISTURE. WITHIN A FEW SECONDS OF WATER DETECTION, THE SYSTEM TRANSITIONS TO AN ALARM STATE. IN THE EVENT OFF LEAK DETECTION UNIT SHALL SHUT DOWN FROM AUXILIARY SWITCH AND SEND SIGNAL TO ALARM SYSTEM.

D. LIST OF DDC ALARMS

1) LOW TEMP ALARM FOR MIXING BOX TEMP TO AC CONDENSER INTAKE. 2) HIGH FILTER DIFFERENTIAL PRESSURE ALARM 3) OVERFLOW ALARM.

E. UNITY DP (MONITORING CARD TO DDC)

2) HIGH REFRIGERANT PRESSURE ALARM 3) HIGH AND LOW HUMIDITY ALARM 4) ROOM TEMP SENSOR 5) HIGH ROOM TEMP ALARM (85 DEG F, ADJUSTABLE).





Project No.:2014341790

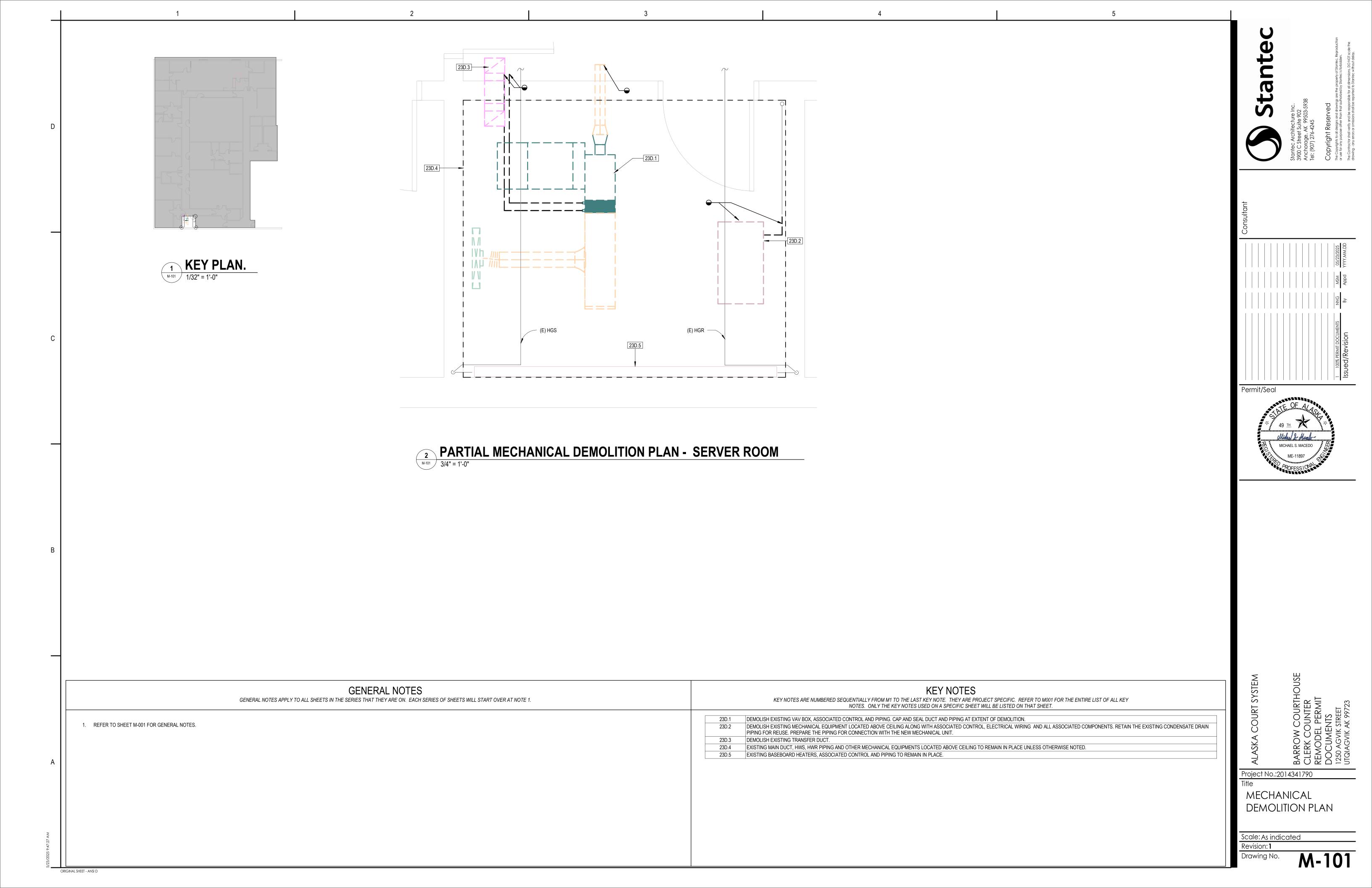
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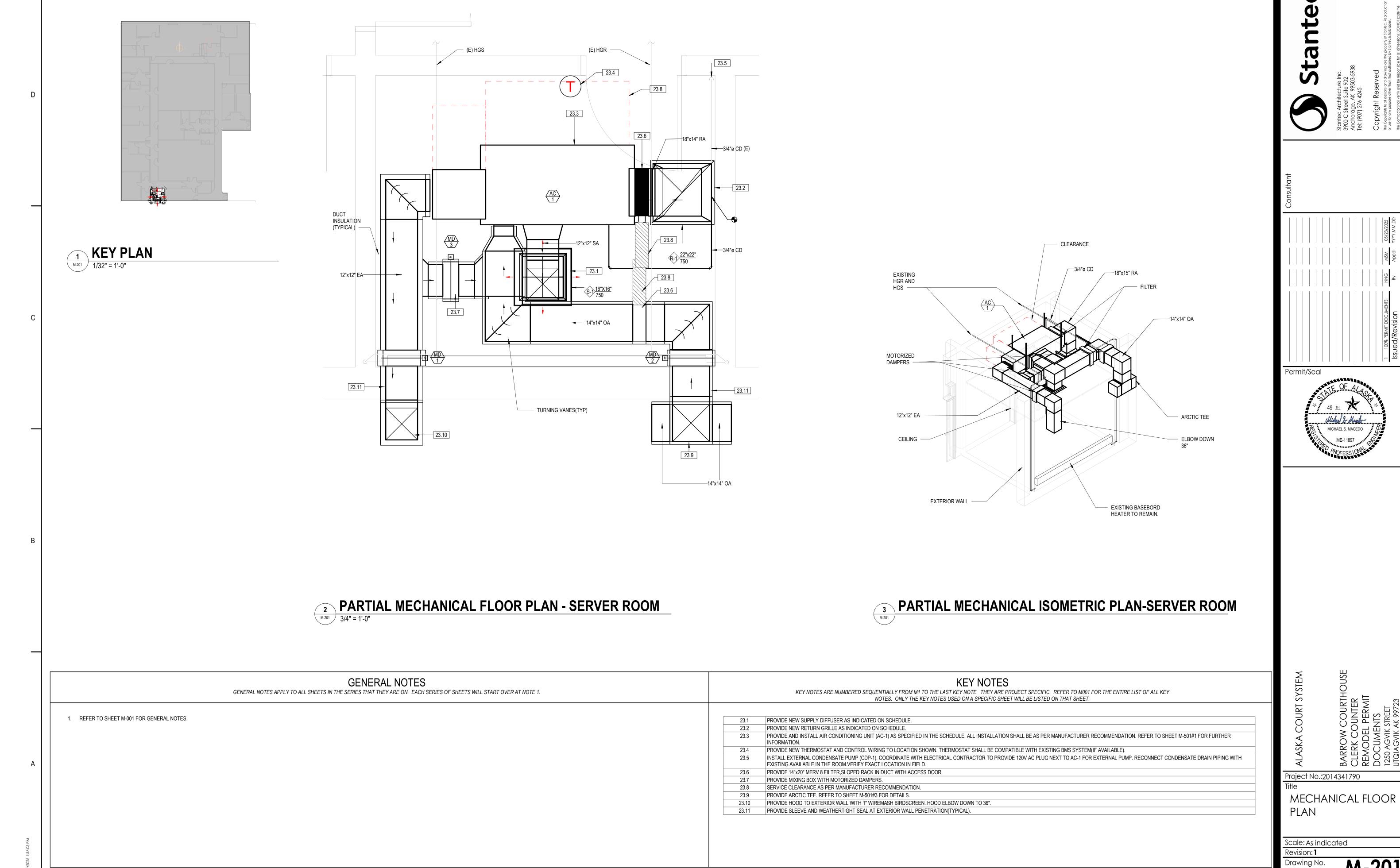
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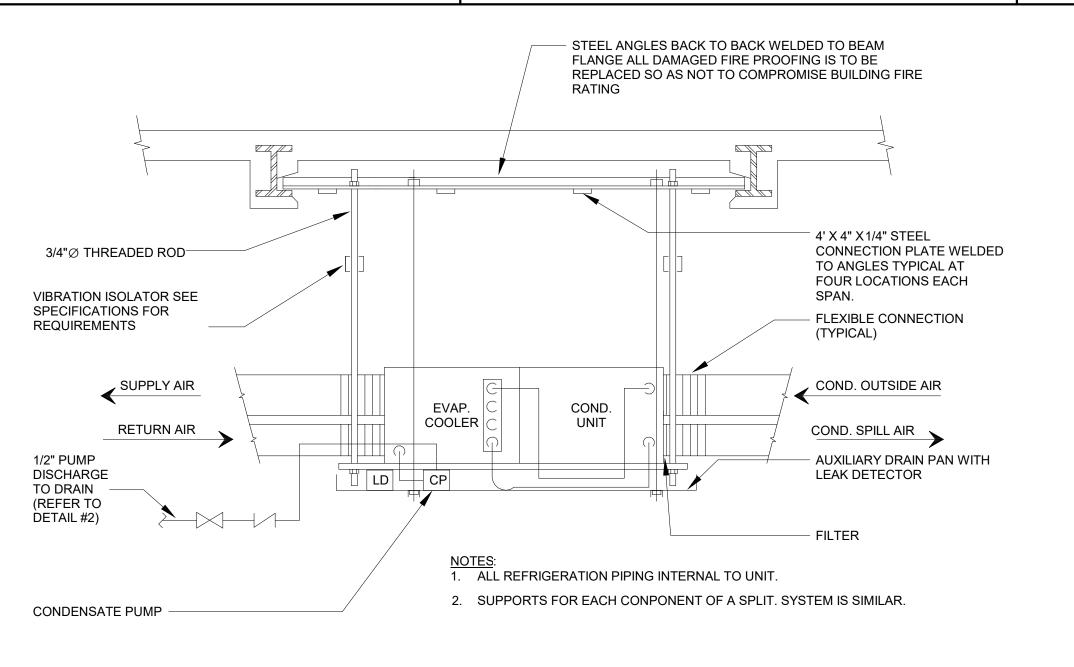
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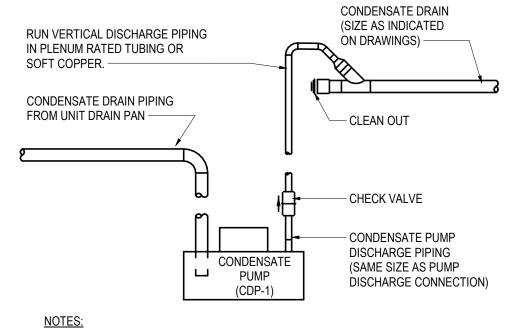
ORIGINAL SHEET - ANSI D

Drawing No



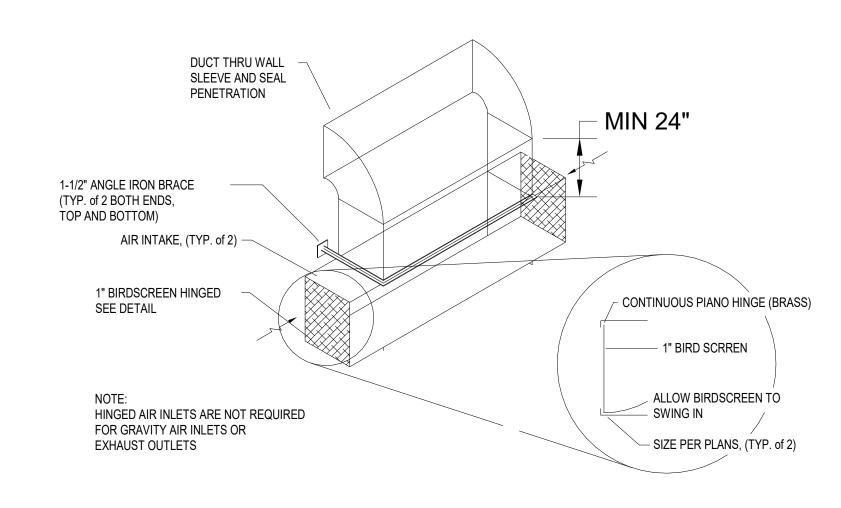






- 1. PROVIDE MOUNTING BRACKET FOR ABOVE CEILING APPLICATIONS.
- 2. PUMP SHALL BE PLENUM RATED WHEN INSTALLED IN A RETURN PLENUM.
- 3. PROVIDE PUMPS WHERE GRAVITY CONDENSATE PIPING CAN NOT BE USED.

CONDENSATE PUMP PIPING DETAIL



ARCTIC TEE M-501 Not to Scale

MANUFACTURER

CEILING HUNG PACKAGED AIR COOLED A.C. UNIT DETAIL M-501 Not to Scale

FLOW

(CFM)

ſ						ŀ	AIR CO	NDITI	IONIN	NG UNIT SCHEDULE					
-	UNIT IDENTIFICATION		AIRFL	_OW			COOL	ING C	OIL	PH	YSICAL CH	IARACTERIS	STICS	ELECTRICAL	
		SUPPLY AIR S	SUPPLYFAN	CONDENSER	CONDENSER SP	CAPACITY EDI	R FWR	LDB	I W/R	REFRIGERANT WEIGHT	HEIGHT	WIDTH	LENGTH		MANUFACTU

CONDENSER | CONDENSER SP | CAPACITY | EDB | EWB | LDB | LWB | REFRIGERANT | WEIGHT | HEIGHT | WIDTH

(BTUH) (F) (F) (F) (F)

. PROVIDE WITH FILTER RACK.

MARK

. PROVIDE WITH CONDENSER FAN.

NUMBER

3. FACTORY INSTALLED DISCONNEC SWITCH.PROVIDED BY DIVISION 23 AND INSTALLED BY DIV 26.

ROOM(S) SERVED

SERVER ROOM

_																		
GRILLE, REGISTER, DIFFUSER SCHEDULE UNIT IDENTIFICATION MARK NUMBER FLOW RANGE (IN) DIFFUSER FLOW PATTERN PATTERN TYPE COLOR MATERIAL ACCESSORY MANUFACTURER NOTES NOTES RA 1 24" x 24" 750 SEE PLAN EGGCRATE DUCT ALUMINUM PRICE 80 3,4,5																		
	UNIT IDEN	TIFICATION		EL 014/	DIEFLIGED							NUMBER NOTES ICE 80 3,4,5						
	MARK	NUMBER	FACE SIZE	RANGE	NECK SIZE			COLOR	MATERIAL	ACCESSORY	MANUFACTURER		NOTES					
	RA	1	24" x 24"	750	SEE PLAN	EGGCRATE	DUCT		ALUMINUM		PRICE	80	3,4,5					
	SA	1	24" x 24"	750	14"x14"	4-WAY	LAY-IN		ALUMINUM		PRICE	AMCD	1,2					

AIRFLOW CFM

	MOTORIZED DAMPERS SCHEDULE												
	U	NIT IDENTIFICATION	LEAKAGE	SIZE (")	FAIL POSITION	V/PH	MANUFACTURER	MODEL	NOTES				
MARK	NUMBER	SYSTEM SERVED	CLASS	CONFIG	TYPE	SIZE ()	FAIL POSITION	V/FI1	WANUFACTURER	NUMBER	NOTES		
MD	1	AC-1 RETURN/EXHUAST AIR	I	OPPOSED	AIRFOIL	12"x12"	CLOSED	120/1	RUSKIN	TED50DC	1,2.3		
MD	2	AC-1 OUTSIDE/INTAKE AIR	1	OPPOSED	AIRFOIL	14"x14"	CLOSED	120/1	RUSKIN	TED50DC	1,2.3		
MD	3	AC-1 MIXING BOX		OPPOSED	AIRFOIL	12"x12"	CLOSED	120/1	RUSKIN	CDED	1,2.4		
TES:													
ONTROL	CONTRACTOR	R TO PROVIDE CONTROL. REFER TO SHEET M-002.	FOR CONTROL SEQU	JANCF.									

MODEL NUMBER

MMD18A-MM2CF1.5: AIR COOLED 1,2,3.

NOTES

11. CONTROL CONTRACTOR TO PROVIDE CONTROL, REFER TO SHEET M-002 FOR CONTROL SEQUANCE.

2. COORDINATE POWER REQUIREMENTS WITH ELECTRICAL CONTRACTOR.

OPD

(IN)

FLA VOLTS PHASE

3. ALUMINUM INSULATED AIRFOIL DAMPER. 4. ALUMINUM AIRFOIL DAMPER.

1. 4 WAY CORE STYLE.

. COORDINATE WITH ARCHITECTURAL SUBMTTAL, GRILLE AND ACCESSORIES SHALL BE COMPATIBLE WITH SUBMITTED RAISED FLOOR SYSTEM.

PROVIDE ALL FRAMES AND ACCESSORIES AS REQUIRED FOR PROPER INSTALLATION. THE SAME SIZE AS THE DIFFUSER NECK OR AN EQUIVALENT ROUND DUCT. FLEXIBLE DUCTWORK SHALL BE SUPPORTED TO PREVENT KINKS OR BENDS.

ESP

(IN-WG)

4.	FLEXIBLE DUCTWORK SHALL BE THE S
5.	FIELD PAINT PLENUM MATTE BLACK.

						CONDE	NSATE PU	MP SCHE	DULE	-								
		HEAD AT			PHYSICAL		MAX.		ELECTRICAL DATA									
	DISCHRAGE	DESIGN		DECEDVOID	SIZE	MEIOLIT	FLUID	MOTOD	VOLTS	PH	Hz	AMPS	DISCON	INECT	EMER.			
DESIGNATION	FLOWRATE	FLOWRATE	SHUT-OFF	RESERVOIR CAPACITY (QT)	(LxWxH)	WEIGHT (LBS)	TEMP.	MOTOR					BY E.C.	ENCL.	PWR.	MANUFACTURER	MODEL	REMARKS
	(GPH)	(FT-WC)	TILAD (I I-VVC)	CAI AOITT (QT)	(IN)	(LDO)	(°F)	""					OR	TYPE	(Y/N)			
													MANUF.					
CDP-1	175	13	20	1.1	13x6x10.4	8	120	1/18	115	1	60	2.5	E.C.	NEMA 1	N	LITTLE GIANT	VCL-24ULS	SEE NOTES BELOW

- 1. PROVIDE THE FOLLOWING FACTORY FEATURES AND OPTIONS: 1.1. UL 2043 PLENUM RATED, NON-COMBUSTIBLE CONSTRUCTION.
- 1.2 STAINLESS STEEL SHAFT. 1.3. AUXILARY SWITCH.
- 1.4. THERMAL OVERLOAD PROTECTOR.

- 1.5. HARD-WIRED, NO CORD OR PLUG.
- 1.6. FILTER SCREEN.
- 2. PROVIDE THE FOLLOWING FIELD ACCESSORIES:
- 2.1. CHECK VALVE. 2.2. BALL VALVE.
- 3. REFER TO PLANS FOR QUANTITIES AND LOCATIONS.

(LBS)

Project No.:2014341790

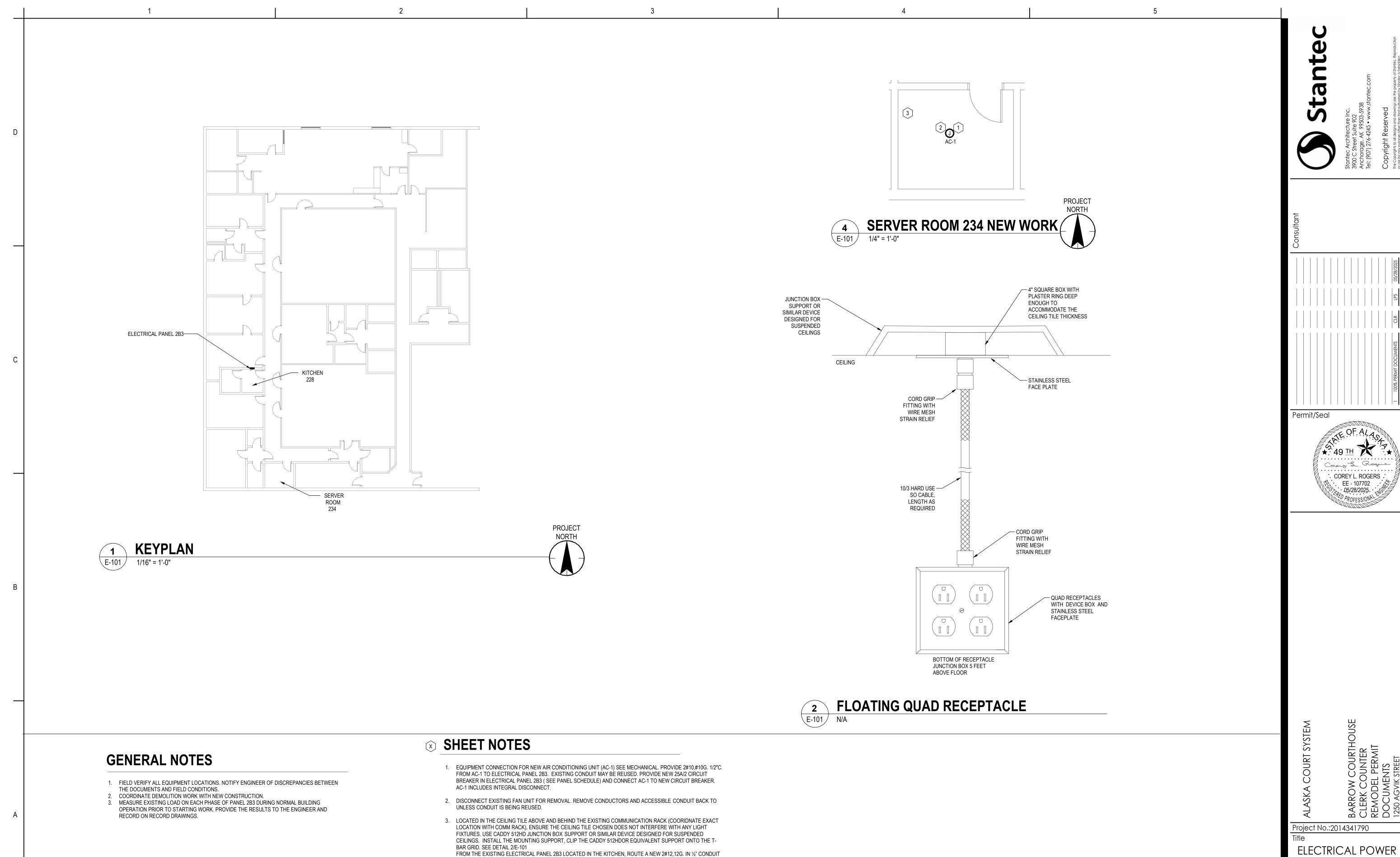
MECHANICAL DETAILS AND SCHEDULES

Scale: 12" = 1'-0" Revision: 1

ORIGINAL SHEET - ANSI D

Permit/Seal

Drawing No.



FROM THE EXISTING ELECTRICAL PANEL 2B3 LOCATED IN THE KITCHEN, ROUTE A NEW 2#12,12G. IN 1/2" CONDUIT TO THE CEILING TILE IN ROOM 234. CONNECT THIS CIRCUIT TO THE SO CABLE, ENSURING ALL CONNECTIONS

ENSURE THAT ALL COMPONENTS, INCLUDING THE MOUNTING PLATE, SO CABLE, WIRE MESH GRIPS, AND

ARE MADE ACCORDING TO THE NATIONAL ELECTRICAL CODE (NEC) STANDARDS.

RECEPTACLE, ARE UL-LISTED AND SUITABLE FOR THE INTENDED APPLICATION.

Revision: 1

Scale: As indicated

PLAN

E-101

Drawing No.

SPECIFICATIONS

GENERAL

- 1.1. All work shall conform to the latest edition of the National Electrical Code (NEC) and all state and local codes and code amendments.
- Obtain all permits and pay all fees required by this work.
- Maintain responsibility for the condition of all materials used. If lost, stolen, or damaged, materials shall be replaced at no extra cost to the Owner.
- 1.4. All work shall be performed by workmen skilled in and regularly employed in the trade. Install all products in a neat and workmanlike manner, per manufacturer's instructions, and in in Electrical Contracting" as a minimum. Comply with NFPA 70E safety rules as a minimum.
- 1.5. Perform all cutting, drilling, and patching of walls and floors necessary for a complete installation in coordination with other
- 1.6. Coordination installation and arrangement of components and equipment with other trades and install to facilitate access for future maintenance, repair, and replacement without interference to adjacent work.
- 1.7. Remove all debris and surplus material for the premises as progress of the work dictates.
- All electrical equipment shall be listed by a Nationally Recognized Testing Laboratory (NRTL).

2. PRODUCTS AND SUBMITTALS

- 2.1. Submit product data, certificates, and shop drawings to the Engineer. Provide submittals for panelboards, wiring devices, light fixtures, conductors, equipment, motor starters, alarm panels and devices, and telecommunications equipment.
- 2.2. All products shall be new and listed or labeled by a Nationally Recognized Testing Laboratory (NRTL) for the intended use.
- Match existing where a uniform installation exists unless otherwise indicated or approved.
- 2.4. Provide similar items from the same manufacturer throughout the 7.1.
- Substitutes for specified items shall not be furnished without written approval unless or equal is indicated.

3. DEMOLITION

- Remove all exposed electrical work in demolition areas. Accessible circuits and raceways shall be removed back to the source or terminal equipment unless otherwise indicated or where circuits serve areas to remain.
- 3.2. Remove conductors from inaccessible conduits. Inaccessible conduits may be abandoned in place. Terminate conduits 2 inches below
- grade or surface of adjacent construction. Owner reserves right of first refusal for salvageable materials and equipment scheduled for demolition. Items selected by Owner shall be moved to a storage area on site designated by the Owner. Unwanted materials and debris shall be removed from the project

4. ELECTRICAL DISTRIBUTION

Overcurrent protective devices shall be circuit breaker type, bolt-in design. Circuit breakers shall be molded case, thermal-magnetic 8. PROJECT COMPLETION / TESTING AND ACCEPTANCE design. Install ground-fault circuit interrupter (GFCI) circuit breakers where indicated on the drawings and required by code.

5. RACEWAYS AND BOXES

- 5.1. Conduit types shall be: 5.1.1. Interior exposed below 5'AFF: RMC or IMC.
- 5.1.2. Interior exposed above 5'AFF: EMT.
- 5.1.3. Interior concealed: EMT.
- 5.2. Connections to equipment requiring flexibility or subject to vibration 8.4. shall be:
- 5.2.1. Interior, dry locations: FMC or LFMC.
- Interior, damp or wet locations: LFMC
- 5.2.3. Exterior: LFMC.
- 5.3. Minimum conduit size shall be 1/2" for power and 1/2" for low-voltage and controls.
- 5.4. Conduit fittings shall be galvanized steel and have nylon insulated
- Conduit fittings for RMC and IMC shall be threaded type.
- Conduit fittings for EMT shall be steel set screw or compression Penetrations through fire-rated assemblies shall be sealed to
- maintain the fire rating. 5.8. Conduits passing from heated to cold spaces shall be thermally sealed to prevent air and moisture transfer. Conduit shall be
- sealed with removable duct sealant at an accessible location. 5.9. Conduits shall be cut square and ends reamed to remove burrs.
- 5.10. Maximum conduit bend shall be 90 degrees, with not more than three 90 degree bends or equivalent between pull points.
- 5.11. Junction and device boxes shall be suitable for use at the installed location and arranged to accept the intended device or equipment. Junction and device boxes shall be:
- 5.11.1. Exterior: Galvanized cast iron or cast aluminum with threaded conduit hubs and gasketed weatherproof covers.
- 5.11.2. Interior exposed below 5'AFF: Galvanized cast iron or cast

aluminum with threaded conduit hubs.

- 5.11.3. Interior exposed above 5'AFF: Galvanized sheet steel. 5.11.4. Interior concealed: Galvanized sheet steel.
- 5.12. The entire conduit system shall be mechanically and electrically continous from the source to all devices and grounded in accordance with the NEC.
- 5.13. Install conduit and devices concealed and flush in finished areas. Conduit and devices may be installed exposed in unfinished areas. utility and mechanical rooms, and as indicated on the drawings.

6. CONDUCTORS AND CABLES

- compliance with NECA 1 "Standard Practice for Good Workmanship 6.1. Conductors shall be copper, solid for 10awg and smaller, stranded for 8awg and larger. Insulation shall be:
 - 6.1.1. Exterior: XHHW.
 - 6.1.2. Interior, heated: THHN-THWN or XHHW. 6.1.3. Interior, unheated: XHHW.
 - 6.2. Minimum conductor sizes shall be 12awg for power and 18awg for low-voltage and controls. Circuit conductors shall be increased in size for voltage drop based on the circuit length, 12awg up to 100', 10awg up to 200', 8awg over 200'. Increase size of conduit as required for larger conductor sizes.
 - 6.3. Type MC cable may be used for branch circuit wiring between devices or where fishing into existing walls. Homeruns shall be individual conductors in conduit. MC cable shall have a galvanized steel sheath and include an equipment grounding conductor.
 - 6.4. Connectors and splices shall be factory-fabricated twist-on, compression, or bolted, with the ampacity, rating, type, and material appropriate for the application. Push-in spring-type connectors are not acceptable.
 - Provide a separate green insulated equipment grounding conductor in all power and control circuits. Increase size of grounding conductor proportionally as required where power conductors are oversized for voltage drop.

IDENTIFICATION

Color code secondary phase conductors for feeders and branch circuits. Coloring shall be factory applied for small conductors. Phase conductors 8awg and larger and neutral and ground conductors 4awg and larger may be field applied using colored pressure—sensitive plastic tape. Conductors shall be colored:

	208/120-1			
Phase A:	Black			
Phase B:	Red			
Phase C:	Blue			
Neutral:	White			
O	0			

- 7.2. Power circuits shall be identified in junction and device boxes, and panelboards with the panel and circuit number. Identification shall
- Exterior: Pre-printed wraparound heat-shrink labels or plastic tags with permanent printing or marker, secured to cables. 7.2.2. Interior: Pre-printed wraparound adhesive labels.
- 7.3. Device covers shall be labeled with the panel and circuit number. Labels shall be machine-printed, pressure-sensitive adhesive labels, black lettering on a white background.

- 8.1. Upon project completion, clean all electrical equipment and fixtures and replace or repair any items scratched, dented, or otherwise
- 8.2. Test all systems to assure proper operation. Test modified portions of existing systems unless otherwise directed.
- Notify Owner of test schedule and provide written test reports. Include deficiencies identified and actions taken to obtain
- acceptable results. Maintain red-lined as-built record drawings as project progresses and deliver to Owner after final inspection and acceptance.

(E) PANEL 2B3											
		BRANC	Н	CON	CONNECTED KVA		BRANCH				
СКТ	LOAD	BKR	VA	Α	В	С	VA	BKR	LOAD	скт	
1	LIGHTS RM. 234,232V,232AT	20/1		0.0				20/1	RECEPTS RM 224	2	
3	LIGHTS RM. 206	20/1			0.0			20/1	RECEPTS RM 224	4	
5	LIGHTS RM. 232	20/1				0.0		20/1	RECEPTS RM 226	6	
7	LIGHTS RM. 228, 228T, 230	20/1		0.0				20/1	RECEPTS RM 226	8	
9	LIGHTS RM. 226	20/1			0.0			20/1	RECEPTS RM 228 COUNTER	10	
11	LIGHTS RM. 236	20/1				0.0		20/1	RECEPTS RM 230, 2287	12	
13	LIGHTS RM. 209	20/1		0.0				20/1	RECEPTS RM 230	14	
15	LIGHTS RM. 209	20/1			0.0			20/1	RECEPTS RM 232V, 232 AT	16	
17	LIGHTS RM. 209	20/1				0.0		20/1	RECEPTS RM 232 COUNTER	18	
19	LIGHTS RM. 209	20/1		0.0				20/1	RECEPTS RM 232	20	
21	SPARE	20/1			0.0			20/1	RECEPTS RM 232, 232 AT	22	
23	HOT WATER DISPENSER	20/1				0.0		20/1	RECEPTS RM 234	24	
25	** NEW AC-1	25/2	1200	1.2				20/1	RECEPTS RM 206V, 236, 209	26	
27	NEW AC-I	ZOIZ	1200		1.2			20/1	RECEPTS RM 209	28	
29	SPARE	20/1	T.			0.0		20/1	RECEPTS RM 209	30	
31	RECEPT COM 234	20/1		0.0				20/1	RECEPTS RM 209	32	
33	RECEPT COM 234	20/1			0.0			20/1	RECEPTS RM 209	34	
35	RECEPT (HANGING) COM 234	20/1	360			0.4		20/1	RECEPTS RM 209	36	
37	SPARE	20/1	7	0.0				20/1	RECEPTS RM 209	38	
39	SPARE	20/1			0.0			20/1	RECEPTS RM 209	40	
41	SPARE	20/1				0.0		20/1	RECEPTS RM 209	42	
CONNECTED LOAD			KVA	1.2	1.2	0.4			PANEL SPECIFICATIONS	70	
8 AMPS			10	10	3		MAINS RATING AMPS - 225				

NEC DEMAND

- DEMO EXISTING 20A/1 CIRCUIT BREAKERS IN SPACE 25 AND 27. PROVIDE

NEW 25A/2 CIRCUIT BREAKER IN SPACES 25 AND 27. CIRCUIT 25 CURRENTLY

PANEL NOTES

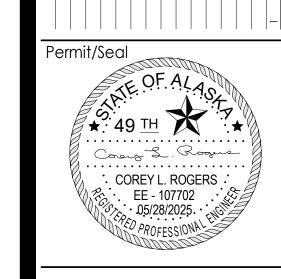
SERVES FAN UNIT BEING REMOVED.

3.4 KVA

9 AMPS

MAIN CIRCUIT BREAKER AMPERES - MLO CAPACITY ONE-POLE CIRCUITS - 42 SYSTEM VOLTAGE - 208Y/120 PHASE, NO. OF WIRES - 3 PH, 4 W AIC RATING - 22,000

> MOUNTING - RECESSED LOCATION - RM. 228



Project No.:2014341790

ELECTRICAL SPECIFICATIONS AND

Scale: 12" = 1'-0"

Revision: 1 Drawing No.

E-102

PANEL SCHEDULE