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## **SECTION 00 1200 – BID ADVERTISEMENT**

The Sitka Tribe of Alaska is seeking construction bids for renovations to their facility at 204 Siginaka Street, Sitka, Alaska. The project consists of partial renovations to the second floor, including seven offices and an activity/exercise room.

Work includes interior demolition, framing, gypsum wall board, painting, lay-in panel ceilings, doors, floor finishes, mechanical ventilation, lighting, power, and data. A new electrical PA system will be extended to all three building levels.

Bids will be received until 2:00 pm on September 26 at the offices of MRV Architects, 1420 Glacier Ave, Juneau, Alaska. A 5% bid and performance bond will be required. Alaska Davis-Bacon wage rates will not be required. The website for MRV Architects includes a portal to register and receive bid documents. Contact Paul Voelckers, 907-586-1371.

**SECTION 004100 – BID FORM**

**THE PROJECT AND THE PARTIES**

**TO: Sitka Tribe of Alaska, Owner,**

**FOR: STA Siginaka Building 2<sup>nd</sup> Floor Upgrades and Renovations**

**DATE:** \_\_\_\_\_ (BIDDER TO ENTER DATE)

**SUBMITTED BY:** \_\_\_\_\_ (BIDDER TO ENTER NAME AND ADDRESS)

- A. Bidder's Legal Name \_\_\_\_\_
- 1. Address \_\_\_\_\_
- 2. City, State, Zip \_\_\_\_\_

**BASE BID OFFER**

- A. We, the undersigned, hereby offer to enter a Contract to perform the Base Bid Work for the Price listed in this bid form of:

\_\_\_\_\_ dollars (\$\_\_\_\_\_).

- B. We have included the required security deposit as required by the Instruction to Bidders.
- C. We have included the required performance assurance bonds in the Bid Amount as required by the Instructions to Bidders.

**ACCEPTANCE**

- A. This offer shall be open to acceptance and is irrevocable for 30 days from the bid closing date.
- B. If this bid is accepted by Owner within the time period stated above, the Contractor will:
  - 1. Execute the Agreement within seven days of receipt of Notice of Award.
  - 2. Furnish the required bonds within seven days of receipt of Notice of Award.
- C. If this bid is accepted within the time stated, and Contractor fails to commence the Work or fails to provide the required Bond(s), the security deposit shall be forfeited as damages to Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.
- D. In the event Contractor bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

**CONTRACT TIME**

- A. If this Bid is accepted, we will perform the contract in accordance with the dates and conditions described in the Supplementary Conditions.

**ADDENDA**

A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

- 1. Addendum # \_\_\_\_\_ Dated \_\_\_\_\_.
- 2. Addendum # \_\_\_\_\_ Dated \_\_\_\_\_.
- 3. Addendum # \_\_\_\_\_ Dated \_\_\_\_\_.

**BID FORM SIGNATURE(S)**

A. \_\_\_\_\_  
(Bidder - print the full name of your firm)

B. \_\_\_\_\_  
(Authorized signing officer, Signature in Ink)

## **SECTION 007300 – SUPPLEMENTAL GENERAL CONDITIONS**

The following provides contract and project information, as well as requirements and obligations of the Contractor in relation to the work required for the STA Siginaka Building 2<sup>ND</sup> Floor Renovation and Upgrade. This information is primary to and complements the AIA General Conditions and construction contract.

**BID PROCESS:** Upgrades to the STA Siginaka building will be competitively bid, with the award of a single construction contract for upgrades, including interior partial renovations of the 2<sup>nd</sup> floor, stairwell finish upgrades, and electrical building upgrades.

The project will be advertised for bid on August 27, 2024, with bids opened on September 26, 2024. Bids will be received until 2:00 pm on September 26 at the offices of MRV Architects, 1420 Glacier Ave, Juneau, Alaska, 99801. A 5% bid and performance bond will be required. Alaska Davis-Bacon wage rates will not be required.

**TIMELINE FOR CONSTRUCTION AND PENALTIES:** Subsequent to the bid opening, a Notice to Proceed is anticipated within 10 days, with bids guaranteed 30 days if needed. The contract establishes a substantial completion date 150 days from the Notice to Proceed, with final completion 180 days after the NTP. Penalties of \$150 per day will be assessed to the Contractor for delays in final Owner occupancy beyond this date, if such delay is attributable primarily to factors which are within the Contractor's control. Scope modifications approved by the Owner may extend the completion date, and the effective time when penalties would be applicable.

**PRE-BID SITE VISIT:** A site pre-bid walkthrough will be conducted Friday, September 6, at 1:00 pm. Other visits before or after the Pre-bid site visit may be facilitated to the extent possible as determined by the Owner.

**CONTRACT:** The Owner is *Sitka Tribes of Alaska* (STA), and is the building primary tenant. The contract will utilize the AIA standard form A105-2017. A draft contract is included as part of the bid documents.

**STA REQUIRED INSURANCE COVERAGES:** It is understood and agreed by the parties that Sitka Tribe, as a federally-recognized Indian Tribe who received funds from a federal funding agency, is entitled to tort claim and other liability protections under federal law, and shall only maintain such insurance related to the project as Sitka Tribe deems necessary to supplement such protection, at Sitka Tribe's sole discretion.

**INSURANCE AMOUNTS.** The limits of liability for the insurance required of the General Contractor by the General Conditions shall provide coverage for not less than the following amounts:

1. Workers' Compensation: Under the General Conditions as in accordance with AS 23.30.045: Contractor shall provide Sitka Tribe a copy of their Worker's Compensation Insurance Coverage Certificate upon signing of this contract.
2. Applicable Federal (e.g., Longshore): Statutory
3. Employer's Liability
  - a. Bodily Injury by Accident: \$300,000.00
  - b. Each Bodily Injury by Disease: \$300,000.00
4. Contractor agrees to waive all rights of subrogation against the Owner, and the Architect for work performed under Contract.

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5. If 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.
6. Commercial General Liability: (under Paragraph 5.2C.2 of the General Conditions):
  - a. Combined Single Limit: \$1,000,000.00 Each Occurrence, \$1,000,000.00 Annual Aggregate
  - b. General Policy: \$1,000,000.00 Each Occurrence, \$1,000,000.00 Annual Aggregate
  - d. Personal Injury: \$1,000,000.00 Each Occurrence
7. Comprehensive Automobile Liability, including Owned, Hired, and Non-Owned Vehicles: Combined Single Limit, Bodily Injury: \$100,000.00; and Property Damage: \$50,000.00.
8. All policies will provide for 30 days written notice prior to any cancellation or non-renewal of insurance policies required under Contract.
9. Sitka Tribe of Alaska shall be named as an "Additional Insured" under all liability coverages listed in this Section, except for workers' compensation insurance.
10. With regards to maintaining insurance as denoted within Article 11 of the General Conditions, add the following sentence to the end of the paragraph: Failure by the Contractor to keep such insurance in effect for this time period specified shall be deemed Defective Work and resolved in accordance with the Contract Documents.

**BUILDING PERMIT AND INSPECTION COSTS:** All costs associated with obtaining building permits, and paying for required inspections, will be borne by the Owner.

**CONTRACTOR USE OF PREMISES:** The building will be generally occupied on all floors throughout the construction contract by the Owner. Areas for contractor work on floor two to provide renovated space will be separated from occupied portions by temporary walls installed by the Contractor. Limited finish work in the exit stairwell shall be coordinated with the Owner to low occupancy time periods. Contractor will also require access to corridors and restrooms on floors 1 and 3 as well as the first floor telecom room in accordance with the construction work limits. Access to these areas shall be coordinated with the Owner to low occupancy time periods.

Contractor activities shall not decrease the exiting provisions and fire protection systems of the building relative to occupied portions. Required modifications to sprinkler, detection, and alarm systems shall be coordinated with the design team, Owner, and code officials, as required, to ensure that interruptions and modifications maintain needed occupant safety.

The contractor will have general construction access to the building from 7:00 am to 7:00 pm for weekdays and weekends. Construction activities with noise and dust impacts shall be managed to satisfy Borough regulations and limit adverse impact on building occupants.

Contract storage of materials within the facility will be allowed. Contractor shall coordinate limited interior storage and staging, subject to Owner approval.

## **SECTION 007300 – SUPPLEMENTAL GENERAL CONDITIONS**

**CONSTRUCTION WORK LIMITS:** In general, construction activities are confined to the contract limits defined in the documents. However, certain work elements, including electrical PA system, will require extensions of contractor activities outside of the primary floor two work boundaries. Care and common sense will be expended in completing such work portions, especially when they involve occupied portions of the facility.

**UTILITIES:** Building utilities, including electricity, domestic water, and sewer, will be maintained by the Owner for Contractor use without charge during the construction period. Reasonable care will be exercised by the contractor for the efficient use of utilities.

**DEMOLITION:** The contract work scope will require minimal alterations to the current building elements. Existing bearing walls, windows, floor structure, roof structure, and central support core areas will be essentially unchanged. No demolition or new construction work will affect primary structural elements. Interior demolition will be required to accommodate new wall and office configurations. Demolition areas are illustrated in the documents, including approximate work scope lines.

**POINT OF CONTACT:** The point of contact at Sitka Tribe for this contract is Lisa Gassman, General Manager, (907) 747-7380, [lisa.gassman@sitkatriben-sn.gov](mailto:lisa.gassman@sitkatriben-sn.gov). All verbal or written communications regarding this contract should be made through this point of contact at Sitka Tribe. The designated point of contact is for communication purposes only. Any amendments to the contract must be approved by the signatory to this contract.

**RELATIONSHIP OF THE PARTIES:** Under the terms of this contract, Contractor is an independent contractor. The provisions of this contract do not create, and shall not be construed to create any relationship between the parties other than that of independent parties contracting with each other solely for the purpose of effecting the provisions of this contract. Neither party is the agent, employee, or representative of the other. Contractor is also responsible for health or accident insurance, any business license fees, liability or property damage insurance, professional insurance and all federal, state and local taxes associated with completing the provisions of this contract. Because Contractor is not an employee of Sitka Tribe, Sitka Tribe will not withhold income tax, make Social Security payments, pay unemployment benefits, provide workers compensation insurance, or pay any taxes for or on behalf of Contractor.

Contractor agrees to abide by, and ensure any workers or subcontractors abide by, the requirements of Sitka Tribe's Code of Conduct while performing work on Sitka Tribe property.

**CONTRACTOR'S REPRESENTATIONS:** Contractor makes the following representations:

- A. Contractor warrants and represents that it is qualified to perform the provisions of this contract, that it has obtained business licenses, permits or governmental approvals, or professional licenses required for the performance of this contract, and that the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

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- B. Contractor is familiar with and is satisfied as to all Tribal, federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- C. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.
- D. Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, Contractor agrees to obtain the express consent of the Federal Government before Contractor or its employees operate a system of records on behalf of the Federal Government. Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
- E. Contractor agrees to comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- F. Contractor agrees that no funding made available under this contract may be used by Contractor, either directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government, without the express approval by Sitka Tribe and the federal granting agency.
- G. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.
- H. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work, including but not limited to those related to construction, the environment, legal process, the Occupational Safety and Health Administration (OSHA), Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR Part 5), the Davis-Bacon Act (40 U.S.C. 276a to 276a–7) as supplemented by Department of Labor regulations (29 CFR Part 5), the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3), the applicable provisions of any easement or right-of-way permit for construction, and Sitka Tribe's agreement with the Federal Funding Agency. Except where otherwise expressly required by applicable Laws and Regulations, neither Sitka Tribe nor Architect shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- I. Contractor will comply with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of

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the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

- J. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.

**EMERGENCIES:** In emergencies affecting the safety or protection of persons or the work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Architect prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Architect, in consultation with Sitka Tribe, determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

**HIRING PREFERENCE:** Contractors and Subcontractors shall provide preference in hiring to Alaska Natives or American Indians to the greatest extent possible in accordance with the Project Manual and in compliance with Sitka Tribe of Alaska's Tribal Employment Rights Ordinance.

**ACCESS TO RECORDS AND RECORDS RETENTION:** Contractor shall provide access to Sitka Tribe, its Federal grantor agencies, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of Contractor which are directly pertinent to this specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Contractor is responsible for retention of all required records related to this contract for three years after the contract term, or longer if requested by Sitka Tribe.

**FALSE CLAIMS ACT:** False statements or claims made in connection with this contract may result in fines, imprisonment, and debarment from participating in federal grants or contracts, and/or other remedy available by law. Sitka Tribe will notify the appropriate federal official of any potential fraud, waste, abuse, or misconduct.

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**DISPUTE RESOLUTION:** In the event of any disagreement arising under the terms of this contract the parties shall first confer and exercise reasonable efforts to resolve such a dispute, which may include a mutually-agreed mediator. Any disagreement that cannot be resolved by conference between the parties shall be resolved by arbitration and may be enforced in Alaska state court, subject to the limitations on the waiver of sovereign immunity in Section X.

**SOVEREIGN IMMUNITY:** Sitka Tribe of Alaska is a federally recognized Indian Tribe that possesses sovereign immunity from suit. Nothing in the Contract shall be construed to be a waiver of sovereign immunity by Sitka Tribe except to the limited extent necessary to permit Contractor to pursue a dispute resolution mechanism permitted under the Contract or to seek judicial review to enforce any binding decision or award issued in accordance with such dispute resolution mechanisms. Sovereign immunity is not waived as to any employee, Tribal Council member, or agent of Sitka Tribe, and Sitka Tribe hereby specifically reserves and retains its sovereign immunity, and all rights and privileges pertaining thereto except to the limited extent expressly stated in this Section and subject to the following specific conditions.

- A. The limited waiver of sovereign immunity by Sitka Tribe of Alaska is solely for the purpose of dispute resolution and is granted only to Carver Construction and its agents and shall not be extended to any third party;
- B. The limited waiver of sovereign immunity will apply only to contractual claims arising out of or under the contract with Carver Construction and does not apply to any non-contractual claims or to claims under any other agreement between the parties. Furthermore, nothing contained in the limited waiver of sovereign immunity shall be construed to create a contractual relationship with or a cause of action in favor of any third party against Sitka Tribe of Alaska other than claims which might be asserted by Carver Construction; and
- C. The limited waiver of sovereign immunity shall be effective as of the date of the contract with Carver Construction and shall continue until the completion, expiration, termination, or cancellation of that contract, plus the expiration of the statute of limitations on any cause of action or claim arising directly out of the contract except that the limited waiver of sovereign immunity shall remain effective for any dispute resolution proceeding then pending and until the conclusion of any enforcement action therefrom in court; and
- D. An award from any dispute resolution proceeding or in court shall be limited to actual damages and shall not exceed the Contract Price specified in the contract with Carver Construction; and
- E. Any enforcement or execution of an order or judgment in connection with enforcement of the contract with Carver Construction may be satisfied only from Sitka Tribe of Alaska's monetary funds. Nothing in this limited waiver of immunity shall be construed as a waiver or consent to the levy of any judgment, lien, attachment or encumbrance upon any other funds, assets or income or any real property or interest in any real property of Sitka Tribe of Alaska, whether held in trust for the benefit of Sitka Tribe of Alaska by the United States, as restricted fee land or in fee simple.

## **SECTION 007300 – SUPPLEMENTAL GENERAL CONDITIONS**

### **OTHER PROVISIONS:**

- A. In accordance with the Contract Documents, Contractor agrees to remedy all defects appearing in the work or developing in the materials furnished and the workmanship performed under this Agreement during the warranty period after the date of final acceptance of the work by Sitka Tribe, and further agrees to indemnify and save Sitka Tribe harmless from any costs encountered in remedying such defects.
- B. If, before or during the performance of the work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Architect and Sitka Tribe in writing. Contractor shall not proceed with the work affected thereby (except in an emergency) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Architect, or by an amendment or supplement to the Contract Documents issued pursuant to the Project Manual. If Contractor fails report such conflict, error, ambiguity, or discrepancy, Contractor shall pay such costs and damages to Sitka Tribe as would have been avoided if Contractor had performed such obligations.
- C. Termination for convenience. Sitka Tribe may, at any time, terminate the Contract for convenience and without cause. Contractor shall be entitled to receive payment or work executed and costs incurred by reason of such termination. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination for convenience.
- D. Suspension. At any time and without cause, Sitka Tribe may suspend the work or any portion thereof for a period of not more than thirty (30) calendar days by written notice to Contractor and Architect. Such notice will fix the date on which work will be resumed. Contractor shall resume the work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than thirty (30) calendar days after the date fixed for resumption of Work.
- E. In the event of any inconsistency, conflicts or discrepancies between or among the Contract Documents, the Contract Documents shall take precedence in the following order:
  - a. Supplemental General Conditions
  - b. The Agreement, AIA B104
  - c. Specifications
  - d. Construction Drawings

## **SECTION 01 3000 - ADMINISTRATIVE REQUIREMENTS**

### **1.01 SECTION INCLUDES**

- A. Preconstruction meeting.
- B. Progress meetings.
- C. Construction progress schedule.
- D. Submittals for review, information, and project closeout.
- E. Submittal procedures.
- F. Pay Applications
- G. Contract Cost Modifications

### **3.01 PRECONSTRUCTION MEETING**

- A. Owner's Representative will schedule a meeting after Notice of Award.
- B. Attendance Required:
  - 1. Owner.
  - 2. Architect.
  - 3. Contractor.
- C. Agenda:
  - 1. Review Owner- Contractor Agreement.
  - 2. Distribution of Contract Documents.
  - 3. Contractor submission of list of Products, schedule of values, and progress schedule.
  - 4. Designation of personnel representing the parties to Contract and Architect.
  - 5. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
  - 6. Scheduling.

### **3.02 PROGRESS MEETINGS**

- A. Contractor, Owner, and Architect will participate in progress meetings throughout progress of the Work at minimum bi-weekly intervals.
- B. Contractor will make arrangements for meetings, prepare agenda with copies for participants, preside at meetings, record and distribute minutes of issues and decisions.
- C. Attendance Required:
  - 1. Contractor.
  - 2. Owner.
  - 3. Architect.
  - 4. Contractor's Superintendent.
  - 5. Major Subcontractors, as applicable.
- D. Agenda:
  - 1. Review minutes of previous meetings.
  - 2. Review of Work progress.
  - 3. Field observations, problems, and decisions.
  - 4. Identification of problems that impede, or will impede, planned progress.
  - 5. Review of submittals schedule and status of submittals.
  - 6. Maintenance of progress schedule.
  - 7. Corrective measures to regain projected schedules.
  - 8. Planned progress during succeeding work period.
  - 9. Maintenance of quality and work standards.
  - 10. Effect of proposed changes on progress schedule and coordination.

11. Other business relating to Work.

### **3.03 CONSTRUCTION PROGRESS SCHEDULE**

- A. Prior to commencement of work, Contractor will prepare a bar chart that illustrates major work categories and time durations, reconciled with the project construction time period.
- B. Schedule will include all major pay categories as identified in the schedule of values, coordinated with the pay application process.
- C. Schedule will be updated and distributed for each bi-weekly progress meeting.

### **3.04 SUBMITTALS FOR REVIEW**

- A. When the following are specified in individual sections, submit them for review:
  1. Product data.
  2. Shop drawings.
  3. Samples for selection.
  4. Samples for verification.
- B. Submit to Architect for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
- C. Samples will be reviewed only for aesthetic, color, or finish selection.
- D. After review, provide copies and distribute to Architect, Owner, and Contractor personnel.

### **3.05 SUBMITTALS FOR PROJECT CLOSEOUT**

- A. Submit Correction Punch List for Substantial Completion.
- B. Submit Final Correction Punch List for Substantial Completion.
- C. When the following are specified in individual sections, submit them at project closeout:
  1. Project record documents.
  2. Operation and maintenance data.
  3. Warranties.
  4. Bonds.
  5. Other types as indicated.
- D. Submit for Owner's benefit during and after project completion.

### **3.06 NUMBER OF COPIES OF SUBMITTALS**

- A. Electronic Documents: Submit one electronic copy in PDF format; an electronically-marked up file will be returned. Create PDFs at native size and right-side up; illegible files will be rejected.
- B. Documents for Review:
  1. Small Size Sheets, Not Larger Than 11x17 inches (280x432 mm): Submit the number of copies that Contractor requires, plus two copies that will be retained by Architect.
- C. Samples: Submit the number specified in individual specification sections; one of which will be retained by Architect.
  1. After review, produce duplicates.
  2. Retained samples will not be returned to Contractor unless specifically so stated.

### **3.07 SUBMITTAL PROCEDURES**

- A. Shop Drawing Procedures:
  1. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting the Contract Documents and coordinating related Work.
- C. Transmit each submittal with approved form.
- D. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.

- E. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate on each copy.
- F. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
- G. Deliver submittals to Architect at business address.
- H. Schedule submittals to expedite the Project, and coordinate submission of related items.
- I. For each submittal for review, allow 15 days excluding delivery time to and from the Contractor.
- J. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of the completed Work.
- K. Provide space for Contractor and Architect review stamps.
- L. When revised for resubmission, identify all changes made since previous submission.
- M. Distribute reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.

### **3.09 PAY APPLICATIONS**

- A. Contractor shall prepare and submit monthly pay applications for approval and processing.
- B. Pay application shall be coordinated to schedule of value and progress of work completed.
- C. Pay application may include materials which are in Sitka, with confirmed receipt in useful and undamaged condition. Materials in fabrication or otherwise not on site will not be allowed.
- D. Pay application will be reviewed and approved by Architect, and forwarded to Owner for processing and payment, consistent with contractual terms.

### **3.10 PRICE AND CONTRACT MODIFICATIONS**

- A. For minor changes not involving an adjustment to the Contract Sum or Contract Time, Architect will issue instructions directly to Contractor.
- B. For other required changes, Architect will issue a document signed by Owner instructing Contractor to proceed with the change, for subsequent inclusion in a Change Order.
  - 1. The document will describe the required changes and will designate method of determining any change in Contract Sum or Contract Time.
  - 2. Promptly execute the change.
- C. For changes for which advance pricing is desired, Architect will issue a document that includes a detailed description of a proposed change with supplementary or revised drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required and the period of time during which the requested price will be considered valid. Contractor shall prepare and submit a fixed price quotation within seven days, unless otherwise agreed.
- D. For substitutions or non-required changes in design, Contractor shall issue a document that includes a detailed description of proposed change.
- E. Computation of Change in Contract Amount: As specified in the Agreement and Conditions of the Contract.