

# INVITATION FOR BID

## No. OPM 17-07

**REQUIREMENTS and SPECIFICATIONS  
TO CONSTRUCT**

**KA`AHUMANU HALE  
JURY DELIBERATION ROOM UPGRADES  
PROJECT IDENTIFIER: JUD IFB No. J17179  
TAX MAP KEY: 2-1-030:003  
HONOLULU, OAHU, HAWAII**

**FOR THE JUDICIARY,  
STATE OF HAWAII**

**NOTE:** If this solicitation document was downloaded through the internet, each interested person must register through email, providing contact information to the listed contact person in the Judiciary Contracts & Purchasing Office. Registration is essential for you to receive any addendums or other information for this solicitation. The Judiciary shall not be responsible for any missing addenda, clarifications, attachments or other information regarding this solicitation if an Offer is submitted from an incomplete solicitation document.

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## **NOTICE TO BIDDERS**

This solicitation is provided to you for information purposes. Bidders wishing to receive notices or addenda for this specific solicitation must register by fax at (808) 538-5802 or email to [kelly.y.kimura@courts.hawaii.gov](mailto:kelly.y.kimura@courts.hawaii.gov).

### **SEALED BIDS (Chapter 103D, HRS) For:**

**KA`AHUMANU HALE  
JURY DELIBERATION ROOM UPGRADES  
PROJECT I.D.: OPM 17-07  
JUD IFB NO. 17179**

Will be received at the Judiciary, State of Hawaii, Financial Service Department, Kauikeaouli Hale, 1111 Alakea Street, Sixth Floor, Honolulu, Hawaii, 96813-2807. The solicitation documents, including the Solicitation, Offer and Contract Forms, drawings and specifications may be obtained at the aforesaid place or in electronic format from our Judiciary web site at: <http://www.courts.state.hi.us> under "General Information" and "Business with the Judiciary".

**Submit the Competitive SOLICITATION, OFFER AND CONTRACT FORM up to 2:00 PM, May 19, 2017**

At that time, bids will be publicly opened. Bids received after the due time and date will not be considered.

The work generally consists of removing wall covering in the Jury Deliberation Rooms for Courtrooms 1 through 18 on the 3<sup>rd</sup> and 4<sup>th</sup> floors of Ka`ahumanu Hale. All walls from which wall covering has been removed, shall be repaired, patched, sanded, primed, and painted. Existing carpet in all of the Jury Deliberation rooms will be removed and new modular carpet (tiles) furnished and installed. New vinyl cove base will be furnished and installed on all newly painted walls.

The estimated construction cost is \$150,000.

All interested parties are invited to attend a **mandatory**, pre-bid meeting and Judiciary - conducted site visit. No other time for a site inspection will be scheduled or allowed.

The pre-bid meeting and the accompanying Judiciary – conducted site visit will be held at: Ka`ahumanu Hale, 777 Punchbowl Street, Honolulu, Hawaii 96813, First Floor Sheriff's Office **on April 28, 2017** at 4:00 PM, H.S.T. The site visit will immediately follow the meeting.

The following procedures shall apply:

1. Registration – Offerors wishing to attend the Pre-Bid meeting **MUST register** with the Office of Project Management (CCAO) via e-Mail or facsimile **by April 21, 2017**. Facsimile (808)539-4402.  
E-Mail: [roland.g.lagareta@courts.hawaii.gov](mailto:roland.g.lagareta@courts.hawaii.gov)
2. Offerors shall provide the following information during registration:
  - Name of Company;
  - Full name or names of attendees;
3. Entrance to the Facility – Attendees shall furnish current government issued identification with picture (e.g. driver's license, state ID, passport, etc.) and be appropriately attired.
4. **Questions related to this visit shall be submitted in writing no later than close of business on May 5, 2017.** Submit questions to:

Dee Dee Letts,  
Office of Project Management, CCAO  
777 Punchbowl Street  
Honolulu, Hawaii 96813  
(808)538-5991

Each contractor shall limit the number of representatives to 3 individuals due to security issues. Each Bidder shall bring his or her own flashlight and small tools that may be required to inspect and measure the premises. Knives and similar sharp tools will not be allowed. Bidders and interested parties are required to sign-in at the meetings to confirm attendance.

The Hawaii products preference pursuant to ACT 175, SLH 2009 may be applicable for items of this solicitation. Persons wishing to certify and qualify a product not currently listed as a Hawaii Product shall submit a Certification for Hawaii Product Preference (form SPO-38) to: Department of Accounting and General Service, Public Works Division, 1151 Punchbowl Street, Honolulu, Hawaii, Attn: Jolie Yee. The product shall meet the specifications of this project. The submittal must be received by DAGS by **4:30 PM on May 5, 2017**. View the current Hawaii Products List on the State Procurement Office (SPO) website at <http://hawaii.gov/spo>, click on "For Vendors"; and select "Hawaii Product Preferences".

For each product, one form shall be completed and submitted (i.e. 3 products should have 3 separate forms completed). The form is available on the SPO webpage at <http://hawaii.gov/spo> under the "Forms" menu; click on "SPO-038" to view and complete form SPO-38 online.

Late submittals for this solicitation will not be reviewed by this agency.

**Campaign Contributions by State and County Contractors Prohibited**

If awarded a contract in response to this solicitation, Offeror agrees to comply with HRS section 11-255, which states that campaign contributions are prohibited from a State and County government contractor during the term of the contract if the contractor is paid with funds appropriated by the legislative body between the execution of the contract through the completion of the contract.

To be eligible to submit a Bid, the Bidder must possess valid State of Hawaii Contractor's license classification "B".

Refer to the **GENERAL NOTICE**, published with the project specifications for additional information.

/s/ Dean H. Seki

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Dean H. Seki

Financial Services Director

SPO & JUD Websites: April 1, 2016

End of Section

## **SECTION 00210 - INSTRUCTIONS TO BIDDERS**

### **PART 1 - GENERAL**

#### **1.01 GENERAL**

- A. Only bidders with the required Contractor's license(s) are eligible to submit a Bid.
- B. Bidders (Contractors) shall be incorporated or organized under the laws of the State or be registered to do business in the State as a separate branch or division that is capable of fully performing under the contract. The following definitions are used in the solicitation documents.
  - 1. Hawaii Business §3-122-112 HAR: A bidder who is registered and incorporated or organized under the laws of the State is a "Hawaii Business" and eligible for an award.
  - 2. Compliant non-Hawaii Business §3-122-112 HAR: A bidder not incorporated or organized under the laws of the State, but is registered to do business in the State and complies with or is exempt from the requirements of §3-122-112 HAR, is a "Compliant Non-Hawaii Business" and eligible for an award.
  - 3. Non-compliant Bidder: If a bidder is a non-Hawaii business and is not registered with the DCCA Business Registration Division (BREG) or cannot comply with §3-122-112 HAR, then the bidder is non-compliant and is ineligible for an award.
- C. The *GENERAL CONDITIONS* set forth additional terms and conditions for the bid and award process. The *GENERAL CONDITIONS* will be part of the contract documents by which the State and the bidder (prospective Contractor) will be bound. Bidders are directed to the *GENERAL CONDITIONS*, for contract and statutory requirements and for Bidding and Execution of Contract Requirements. Bidders are also directed to SECTION 00700 - GENERAL CONDITIONS and SECTION 00800 - SPECIAL CONDITIONS of these specifications for definitions and modifications to the *GENERAL CONDITIONS*.

#### **1.02 OFFEROR(S) or BIDDER(S)**

- A. The terms "Offeror" and "Bidder" are synonymous when used in this Section 00210 and other solicitation documents.

#### **1.03 PRE-BID MEETING AND SITE VISIT(S)**

- A. If a pre-bid meeting or site visit(s) are required in the "Notice to Bidders", bidders and other interested parties must comply with the requirements prior to submitting their bid. The Officer in charge may determine that a bid from a bidder, who fails to comply with the meeting and site visitation requirements, is a non-responsive bid.

- B. Questions may arise at the pre-bid meeting or from the project site visit. Bidders shall submit written questions or clarification (email or fax notification are acceptable) to the Officer in Charge by the **close of business on May 5, 2017**. Refer to SECTION 00800 – SPECIAL CONDITIONS, part 1.03 Project Contact Persons.

#### **1.04 ADDENDA, CLARIFICATIONS**

- A. Addenda: The Judiciary may issue an addendum that may increase or decrease the scope of work or contract time, provisions or conditions. The Judiciary will make the addenda and bid clarifications available to all bidders. Bidders are responsible for the information contained in the addenda or bid clarification whether or not the bidder receives the addenda or clarification.
- B. Bidders discovering an ambiguity, inconsistency or error when examining the bidding documents or the site and local conditions or bidders with questions or clarification requests shall send their written requests (email or fax notification are acceptable) to the Officer in Charge. Refer to SECTION 00800 – SPECIAL CONDITIONS, part 1.03 Project Contact Persons. Bidders shall comply with the following procedures:
  - 1. Identify each request with the Project Name.
  - 2. Indicate the appropriate section number, paragraph or other identifier.
  - 3. The request should be brief, concise, but complete enough to properly evaluate and determine the merits of the question or request.
- C. Bidders shall make any questions or requests for clarifications no later than close of business on May 5, 2017.
  - 1. Refer to SECTION 00800 - SPECIAL CONDITIONS, Revisions to the General Conditions article of these specifications if substitutions before the award are allowed for this project.
- D. The Judiciary may respond to requests for clarifications by way of addenda or bid clarifications.

#### **1.05 SOLICITATION, OFFER AND CONTRACT FORM (BID FORM)**

- A. Bidder shall fill out the “Solicitation, Offer and Contract Form” completely. This includes the “Offer” portion of the 4 page form and all remaining fill-ins. Write in ink or type. Besides the following paragraphs with instructions, there are supplemental Bidder’s Instructions within the text of the “Solicitation, Offer and Contract Form” and bidders shall comply with the instructions. Do not alter the “Solicitation, Offer and Contract Form”, and **maintain the form intact**. When The Judiciary makes changes to the “Solicitation, Offer and Contract Form”, a completely new bid form with appropriate addendum notation will be issued. Bidders shall use the most current version. Bidders shall use their exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate space on the Solicitation, Offer and Contract Form.



- B. Schedule for Work: Note the provisions of this article, the referenced COST, TIME AND SCHEDULE article, and specification SECTION 01100 – PROJECT REQUIREMENTS for the construction dates including: project schedule, project start date, jobsite start date, jobsite completion date, contract completion date and contract duration, if provided.
- C. Recycled Product Preference: If applicable to this project, a recycled product preference of at least 5 percent of the price of the item is available. All bidders, either proposing or not proposing to use the recycled product preference shall complete the “Recycled Product Schedule”. If choosing to use a recycled product, enter the respective costs for the recycled product; otherwise, enter the cost for the non-recycled product. Make sure a cost is entered for each listed product. Each product costs shall be complete, including jobsite delivery and applicable taxes.
  - 1. For each recycled product the bidder chooses to use, the bidder shall include in its bid package the complete “Certification of Recycled Content Form” along with all supporting information. A sample of the certification form is in the GENERAL CONDITIONS.
  - 2. The “Recycled Product Schedule” shows the percent preference used for each listed recycled product.
- D. Other Conditions: Bidder acknowledges and agrees to the provisions and certifications stated in this article.
- E. Receipt of Addenda: Bidder shall fill in the appropriate dates any addenda were received.
- F. Listing Joint Contractors or Subcontractors:
  - 1. Bidder shall complete the “Joint Contractors or Subcontractors List”. It is the sole responsibility of the bidder to review the requirements of this project and determine the appropriate specialty Contractor’s licenses that are required to complete the project. Failure of the bidder to provide the correct names and specialty Contractor’s nature of work to be performed, may cause the bid to be rejected.
  - 2. Bidder agrees the completed listing of joint Contractors or Subcontractors is required for the project and that the bidder, together with the listed joint Contractors and Subcontractors, have all the specialty Contractor’s licenses to complete the work.

3. Based on the Hawaii Supreme Court's January 28, 2002 decision in Okada Trucking Co., Ltd. v. Board of Water Supply, et al., 97 Hawaii 450 (2002), the bidder as a general Contractor ('A' or 'B' license) is prohibited from undertaking any work solely or as part of a larger project, which would require the bidder ('A' or 'B' general Contractor) to act as a specialty ('C' license) Contractor in any area in which the bidder ('A' or 'B' general Contractor) has no specialty Contractor's license. Although the 'A' and 'B' Contractor may still bid on and act as the "Prime Contractor" on an 'A' or 'B' project (See, *HRS §444-7 for the definitions of an "A" and "B" project*), respectively, the 'A' and 'B' Contractor may only perform work in the areas in which they have the appropriate Contractor's license. The bidder ('A' or 'B' general Contractor) must have the appropriate 'C' specialty Contractor's licenses either obtained on its own, or obtained automatically under HAR §16-77-32.
4. General Engineering 'A' Contractors automatically have these 'C' specialty Contractor's licenses: C-3, C-9, C-10, C-17, C-24, C-31a, C-32, C-35, C-37a, C-37b, C-38, C-43, C-49, C-56, C-57a, C-57b, and C-61.
5. General Building 'B' Contractors automatically have these 'C' specialty Contractor's licenses: C-5, C-6, C-10, C-12, C-24, C-25, C-31a, C-32a, C-42a, and C-42b.
6. Instructions to complete the Joint Contractors or Subcontractors List:
  - a. Describe the specialty Contractor's nature of work to be performed for this project and provide the complete firm name of the joint Contractor or Subcontractor in the respective columns.
  - b. List only one joint Contractor or Subcontractor per required specialty Contractor's classification.
  - c. For projects with alternate(s), fill out the respective "Joint Contractors or Subcontractors List for the Alternate(s)". Bidder shall describe the specialty Contractor's nature of work to be performed on this project for the respective alternate. Bidders shall fill in the complete firm name and nature of work to be performed by the respective joint Contractor or Subcontractor. If the joint Contractor or Subcontractor previously listed under base bid, listing under Alternate(s) are not required.
- G. Cost, Time and Schedule: Bidder shall completely fill out the article and enter the cost for the Project Bid Price, Variable Quantities Unit Prices and Alternates when provided. Bidder shall tabulate the Project Bid Price, Variable Quantities Unit Prices and Allowances when provided, and the Bidders shall then enter the Total Lump Sum Bid Price. **BE SURE TO ENTER THE TOTAL LUMP SUM BID PRICE IN WORDS AND NUMERALS.** Refer to Bidder's Instructions located within the article.
  1. If provided, bidder shall fill in total costs for each alternate.

2. The bidder is directed to the construction time information Article entitled "TIME" for the contract duration and construction time for alternates. Bidder shall refer to SECTION 01100 - PROJECT REQUIREMENTS of these specifications for additional construction time information, as applicable.
- H. Offer Page: Bidder shall completely fill out Blocks 11 through 22C. Bidder shall indicate if it is a "Hawaii Business" or a "Compliant Non-Hawaii Business" in Block 21. Also, bidder shall refer to Bidder's Instructions located near end of section.

#### **1.06 EVALUATION CRITERIA**

- A. Evaluating Bids: The lowest responsive, responsible bid is determined by the following procedures:
1. Chapter 103D, HRS, which provides for the preferences, shall apply.
  2. The total lump sum bid price is adjusted to reflect the applicable preferences.
  3. Project control budget is established prior to the submission of bids.
- B. In the event the total lump sum bid for bids exceeds the project control budget, The Judiciary reserves the right to make an award to the apparent Low Bidder if additional funds are available or by reducing the scope of work through negotiation.

#### **1.08 OTHER CONDITIONS FOR AWARD**

- A. The award of the contract is conditioned upon funds made available for the project (or projects if applicable).
- B. Any agreement or contract is subject to approval by the Judiciary Staff Attorney, and the approval of the Administrative Director of the Courts, as required by statute, regulation, rule, order, or other directive.

#### **1.09 COMPLIANCE WITH §3-122-112 HAR**

- A. As a condition for award of the contract and as proof of compliance with the requirements of 103D-310(c) HRS, the bidder shall meet the "Hawaii Business" or "Compliant non-Hawaii Business" requirements and shall provide the following documents:
1. Department of Taxation (DOTAX) and the IRS tax clearance certificates.
  2. Department of Labor and Industrial Relations (DLIR) certificate of compliance.
  3. Department of Commerce and Consumer Affairs (DCCA), Business Registration Division (BREG) certificate of good standing.
    - a. A Hawaii business that is a sole proprietorship is not required to register with the BREG and therefore not required to submit the DCCA, BREG "Certificate of Good Standing".

4. Or to meet the requirement of §3-122-112 HAR, bidders may apply and register at the “Hawaii Compliance Express” website, <http://vendors.ehawaii.gov/hce/splash/welcome.html>.
- B. The apparent 3 low bidders shall furnish the required documents to The Judiciary within 7 calendar days from the bid opening date. If a valid certificate is not submitted on a timely basis for award of a contract, a bidder otherwise responsive and responsible may not receive the award. Bidder is responsible to apply for and submit the documents by the required deadlines.

**PART 2 – PRODUCTS (Not Used)**

**PART 3 – EXECUTION (Not Used)**

END OF SECTION

## SOLICITATION, OFFER AND CONTRACT FORM

1. JUDICIARY PROJECT NO.: JUD IFB No. J17179	TYPE OF SOLICITATION IFB	3. PAGE OF PAGES 1 of 10
<b>IMPORTANT - The "offer" section must be fully completed by offeror.</b>		
NOTE: In this solicitation "offer" and "offeror" mean "bid" and "bidder."		
4. ISSUED BY: THE JUDICIARY STATE OF HAWAII, DISTRICT COURT, 9 <sup>th</sup> FLOOR FISCAL OFFICE 1111 ALAKEA STREET HONOLULU, HAWAII 96813	5. ADDRESS OFFER TO: KELLY KIMURA THE JUDICIARY, STATE OF HAWAII Judiciary Contracts & Purchasing Office 1111 Alakea Street, 6 <sup>th</sup> Floor Honolulu, Hawaii 96813 Jonathan.h.wong@courts.hawaii.gov	
6. FOR INFORMATION Call: (808) 538-5991 Or Visit:	A. NAME Office of Project Management <a href="mailto:deedee.d.letts@courts.hawaii.gov">deedee.d.letts@courts.hawaii.gov</a> <a href="mailto:roland.g.lagareta@courts.hawaii.gov">roland.g.lagareta@courts.hawaii.gov</a>	B. TELEPHONE NO. (NO COLLECT CALLS) (808) 538-5991
<b>SOLICITATION</b>		
<p>7. THE STATE OF HAWAII REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS TO CONSTRUCT: KA`AHUMANU HALE, JURY DELIBERATION ROOM UPGRADES FOR THE JUDICIARY, STATE OF HAWAII, 777 PUNCHBOWL STREET, HONOLULU, HAWAII 96813 TMK: 2-1-030: 003</p> <p>After carefully examining the bid documents including the specifications,, and other proposed contract documents, the bidder shall furnish all labor, materials, machinery, tools, superintendence, transportation, and other construction accessories, services, and facilities necessary to construct and complete, at its own risk and expense, the work and requirements of the Project for the cost and time stipulated in the COST, TIME AND SCHEDULE article of Attachment A of the Form. The bidder agrees to the conditions and requirements stipulated in this SOLICITATION, OFFER AND CONTRACT FORM and any attachments thereto.</p>		
8. The Contractor shall complete the work as stipulated in the COST, TIME AND SCHEDULE article of Attachment A. This performance period is mandatory.		
9. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS WITHIN 10 CONSECUTIVE CALENDAR DAYS AFTER DATE OF THE LETTER OF AWARD. IF ALTERNATE FORMS OF SECURITY WILL BE SUBMITTED, REFER TO STATE OF HAWAII, GENERAL CONDITIONS 3.7.1.3. INCORPORATED HEREIN BY REFERENCE.		

10. ADDITIONAL SOLICITATION REQUIREMENTS:

- A. Sealed bids/offers to perform the work required are due at the place specified in Block 5, by the date and time specified in the Notice to Bidders. If this is a sealed bid solicitation, offers will be publicly opened at that time. Offers must be submitted in sealed envelopes that shall be marked to show the offeror's name and address, The Judiciary Job name, and the date and time offers are due.
- B. Bid Security is required and must be submitted with the offer if the offer amount is \$25,000 or more.
- C. Hawaii Product Preference –Any offeror proposing to use the Hawaii product preference must complete the Hawaii product preference schedule form in the solicitation and submit it with the offer.
- D. Listing of Joint Contractors and Subcontractors – Any offeror must submit with its offer, the name of each person or firm to be engaged by the offeror as a joint contractor or subcontractor in the performance of the contract and the nature and scope of the work to be performed by each. The offeror is directed to complete the joint contractors and subcontractors list form included in the solicitation and submit it with the offer.
- E. A tax clearance certificate, and certificates from the State Department of Labor and Industrial Relations and the Department of Commerce and Consumer Affairs shall be submitted with the offer as required in the solicitation or the Offeror be registered and compliant with Hawaii Compliance Express, link found at <http://vendors.ehawaii.gov/hce/splash/welcome.html>.
- F. All offers are subject to the requirements of the solicitation, including the Specifications, Notice to Bidders, Instruction to Bidders, General Conditions, and Drawings, any Special Conditions, Addenda, Bid Clarifications, and any other provision whether incorporated in full text or by reference in, or attached to, the solicitation.
- G. Contractors are hereby notified of the applicability of Section 11-205.5, HRS, which states that campaign contributions are prohibited from specified State or county government contractors during the term of the contract if the contractors are paid with funds appropriated by a legislative body.
- H. Recycled Product Preference – Certain recycled products are acceptable for use in this project. Any offeror proposing to use the recycled product preference must complete the recycled product preference schedule form in the solicitation and submit it with the offer.

<b>OFFER (Must be fully completed by offeror)</b>	
11. NAME AND ADDRESS OF OFFEROR (Include Zip Code) (*1)	12. REMITTANCE ADDRESS (Include only if different than item 11)
13. TELEPHONE NO. (Include area code ) FAX NO.	14. EMAIL ADDRESS
15. FEDERAL EMPLOYER ID # (FEIN)	16. HAWAII GENERAL EXCISE ID #
17. BUSINESS ORGANIZATION (*2)	18. CONTRACTOR'S LICENSE NO.
19. The offeror agrees to perform the work required at the price(s) specified in the COST, TIME AND SCHEDULE article of Attachment A in strict accordance with the terms of this solicitation, including any attachments thereto, if this offer is accepted by The Judiciary within 60 calendar days after the date offers are due.	
20. The offeror has completed Attachment A.	
21. COMPLIANCE WITH §3-122-112 (HAR) {BIDDER'S INSTRUCTIONS: Mark one box only. If a Non-Hawaii Business, write your State's name where incorporated.}  The undersigned represents: <input type="checkbox"/> A Hawaii Business incorporated or organized under the laws of the State of Hawaii. Or <input type="checkbox"/> A Compliant Non-Hawaii Business not incorporated or organized under the laws of the State of Hawaii, but registered at the State of Hawaii, Department of Commerce and Consumer Affairs, Business Registration Division to do business in the State of Hawaii. State of incorporation: _____	
22A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
22B. SIGNATURE: I declare under penalty of law that the foregoing is true and correct to the best of my knowledge. (*3)	22C. DATE:

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**BIDDERS INSTRUCTIONS AND SOLICITATION, OFFER AND CONTRACT FORM FOOTNOTES (footnotes relate to boxes 11, 17 & 22B)**

(\*1) If the Offeror is a "dba" of a sole proprietor, furnish the exact legal name as registered with the Department of Commerce and Consumer Affairs.

If Offeror is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the awarded contract will be executed.

(\*2) For Business Organization, enter one of the following: Sole Proprietor, Partnership, Corporation, Joint Venture, or Other.

(\*3) MANUAL SIGNATURE REQUIRED: attach to this page evidence of the authority of this signatory to submit bids on behalf of the Offer, and also the names and residence addresses of all officers of the company.

Fill in information in all blank spaces or the bid may be invalidated. SOLICITATION, OFFER AND CONTRACT FORM MUST BE INTACT; MISSING PAGES OR ANY ALTERATIONS MAY INVALIDATE THE BID. TYPE OR WRITE ALL INFORMATION IN INK. USE INK FOR MANUAL SIGNATURE.

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<b>CONTRACT (To be completed by The Judiciary)</b>	
23. CONTRACT NO.	23A. CONTRACT DATE:
24. ITEMS ACCEPTED:	
25. AMOUNT:	27. PAYMENT WILL BE MADE BY: (The Judiciary)  By _____ Signature  _____ Print Name  _____ Title
26. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 4 UNLESS DIFFERENT ADDRESS STIPULATED HERE (7 copies unless otherwise specified)	
<b>THE JUDICIARY WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE</b>	
28. NEGOTIATED AGREEMENT ( <i>Contractor is required to sign this document and return _____ copies to issuing office.</i> ) Contractor agrees to furnish and deliver all items or perform all work for the consideration slated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) any document incorporated by reference in or attached to this contract.	<input type="checkbox"/> 29. AWARD ( <i>Contractor is not required to sign this document.</i> ) Your offer on this solicitation is hereby accepted as to the items listed in Block 24. This award consummates the contract, which consists of (a) the State of Hawaii solicitation and your offer, and (b) this contract award. No further contractual document is necessary.
28A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN ( <i>Type or print</i> )	29A. NAME OF CONTRACTING OFFICER ( <i>Type or print</i> )
28B. SIGNATURE: I declare under penalty of law that the foregoing is true and correct to the best of my knowledge.	29B. THE JUDICIARY, STATE OF HAWAII By:
28C. DATE	



**ATTACHMENT A**

**A. COST, TIME AND SCHEDULE**

**THE JUDICIARY, STATE OF HAWAII  
777 PUNCHBOWL STREET  
HONOLULU, HAWAII 96813  
TAX MAP KEY: 2-1-030:0003**

**KA`AHUMANU HALE JURY DELIBERATION ROOM UPGRADES**

**JUD IFB No.: J17179**

**1. COST:**

Project Bid Price \$ \_\_\_\_\_

**TOTAL LUMP SUM BASE BID PRICE** \$ \_\_\_\_\_

\_\_\_\_\_ DOLLARS

*{BIDDER'S INSTRUCTIONS: Fill in the total lump sum base bid price in numbers and write out the total lump sum base bid price in words.}*

**2. TIME:**

See SECTION 01100 – PROJECT REQUIREMENTS for additional time and duration requirements.

**Contract Duration** \_\_\_\_\_ **180** Calendar Days

### 3. SCHEDULE FOR WORK

Contractor shall commence and complete all work within the contract duration stipulated and as follows:

- a. After the project is awarded, the contractor shall begin preparatory work, obtain approvals, process submittals or conduct other work as directed. The contractor shall not start any work at the jobsite or order any materials, unless the Contracting Officer specifically issues a written authorization to proceed with designated work.
- b. Upon receipt of the executed contract and a written authorization from the Officer, the contractor may proceed with ordering materials, doing offsite fabrication and similar work, approved by The Judiciary, prior to issuance of the formal Notice to Proceed. The Contractor shall not start any work at the jobsite before the formal Notice to Proceed is issued, unless the Contracting Officer specifically issues a written authorization to proceed with designated work. Payment for materials ordered and received prior to Judiciary issuance of the formal Notice to Proceed are subject to the following conditions:
  1. The contractor is responsible for all storage costs incurred. No additional compensation will be made;
  2. Ordering materials prior to the formal Notice to Proceed will not decrease or increase the specified contract time; and
  3. Conditions as specified in the GENERAL CONDITIONS, and other conditions required by the contract documents.
- c. After issuance of the formal Notice to Proceed or upon written authorization from the Contracting Officer to proceed with designated work, the contractor shall order approved materials, do off-site fabrication and similar work. The contractor shall start and complete the jobsite work per the dates, times and durations noted in the COST, TIME AND SCHEDULE article.

### B. BID SECURITY

*Mark the applicable box. State in words and numerals the Bid Bond dollar amount. See the Bidder's Instructions at the end of this section for additional information.*

Enclosed with this BID FORM:

- |   |  |
|---|--|
| <input type="checkbox"/> Surety Bond (*4)       | <input type="checkbox"/> Legal Tender (*5)           |
| <input type="checkbox"/> Cashier's Check (*6)   | <input type="checkbox"/> Certificate of Deposit (*6) |
| <input type="checkbox"/> Certified Check (*6)   | <input type="checkbox"/> Official Check (*6)         |
| <input type="checkbox"/> Share Certificate (*6) | <input type="checkbox"/> Teller's Check (*6)         |
| <input type="checkbox"/> Treasurer's Check (*6) |  |

{BIDDER'S INSTRUCTIONS: \* See below for footnotes.

(\*4) Surety bond underwritten by a company licensed to issue bonds in this State;

(\*5) Legal tender; or

(\*6) A certificate of deposit; share certificate; or cashier's, treasurer's, teller's, or official check drawn by, or a certified check accepted by, and payable on demand to the State by a bank, a savings institution, or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration.

a. These instruments may be utilized only to a maximum of \$100,000.

b. If the required security or bond amount totals over \$100,000, more than one instrument not exceeding \$100,000 each and issued by different financial institutions shall be accepted.}

In the amount of:

\_\_\_\_\_ DOLLARS (\$\_\_\_\_\_)

(Bid Security shall be no less than 5% of the total lump sum base bid amount including alternates) as required by law.

**C. RECEIPT OF ADDENDA AND BID CLARIFICATIONS**

Bidder acknowledges receipt of the following Addenda and Bid Clarifications issued by The Judiciary, and the bidder shall indicate by marking each applicable box:

- |   |  |
|---|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Bid Clarification No. 1 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Bid Clarification No. 2 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Bid Clarification No. 3 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Bid Clarification No. 4 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Bid Clarification No. 5 |

**D. OTHER CONDITIONS**

1. Bidder agrees to pay liquidated damages as specified in SECTION 00800 - SPECIAL CONDITIONS.
2. Bidder declares that its firm was not assisted or represented by an individual who has, in a State capacity, been involved in this project or this proposed contract in the past two consecutive years.
3. **Anti-collusion Certification** - In accordance with §3-122-192 (HAR), the bidder declares that the price submitted for this bid is independently arrived at without collusion.
4. **Certification for Safety and Health Programs for Offers in excess of \$100,000** - In accordance with HRS 396-18, the bidder certifies that its organization will have a written safety and health plan for this project that will be available and implemented by the date when onsite construction starts. Bidder may obtain the requirements for the safety plan from the Department of Labor and Industrial Relations, Occupational, Safety and Health Division (HIOSH).
5. **Labor and Wage Certification** (Chapter 104 HRS) - For projects in excess of \$2,000, the bidder shall comply with the requirements of Chapter 104 HRS, "Wages and Hours of Employment on Public Works Construction Projects" and shall certify that:
  - a. Individuals engaged in the performance of the contract on the job site, shall not be paid less than wages the Director of Labor and Industrial Relations determines to be prevailing for corresponding classes of laborers and mechanics employed on public works projects, including any periodic adjustments to the prevailing wages during the performance of the contract;

- b. Overtime compensation shall be at one and one-half times the basic hourly rate plus fringe benefits for hours worked on Saturday, Sunday, or legal holiday of the State or in excess of eight hours on any other day; and
  - b. All applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety shall be fully complied with.
- 6. Upon the acceptance of the bid by the Procurement Officer, the bidder must enter into and execute a contract and furnish a performance and payment bond. These bonds shall conform to the provisions of HRS Sections 103D-324 and 325, and any law applicable thereto.
- 7. **Compliance with §103D-310 HRS:** Bidder shall be incorporated or organized under the laws of the State or registered to do business in the State as a separate branch or division that is capable of fully performing under the contract.

**E. LISTING JOINT CONTRACTORS OR SUBCONTRACTORS (HRS, 103D-302)**

It is the sole responsibility of the bidder to review the requirements of this project and determine the appropriate specialty contractor's licenses that are required to complete the project. The bidder acknowledges that as a general contractor ('A' or 'B' license) the bidder is prohibited from undertaking any work solely or as part of a larger project, which would require the bidder ('A' or 'B' general contractor) to act as a specialty ('C' license) contractor in any area in which the bidder ('A' or 'B' general contractor) has no specialty contractor's license. The bidder ('A' or 'B' general contractor) must have the appropriate 'C' specialty contractor's licenses either obtained on its own, or obtained automatically under HAR §16-77-32.

General Engineering 'A' Contractors automatically have these 'C' specialty contractor's licenses: C-3, C-9, C-10, C-17, C-24, C-31a, C-32, C-35, C-37a, C-37b, C-38, C-43, C-49, C-56, C-57a, C-57b, and C-61.

General Building 'B' Contractors automatically have these 'C' specialty contractor's licenses: C-5, C-6, C-10, C-12, C-24, C-25, C-31a, C-32a, C-42a, and C-42b.

Bidder agrees the completed listing of joint contractors or subcontractors is required for the project and that the bidder, together with the listed joint contractors and subcontractors, have all the specialty contractor's licenses to complete the work.

**Joint Contractors or Subcontractors List**

*{BIDDER'S INSTRUCTIONS: Refer to SECTION 00210 - INSTRUCTIONS TO BIDDERS for detailed instruction to fill out this list. Write in the complete firm name and nature of work to be performed by the required joint contractor or subcontractor.}*

COMPLETE FIRM NAME JOINT CONTRACTOR OR SUBCONTRACTOR	NATURE OF WORK TO BE PERFORMED

**F. LIQUIDATED DAMAGES**

Liquidated damages in the sum stated in the Special Conditions will be deducted from the Contractor's final payment if the work is not completed prior to the expiration of the limit specified above or of any time extension granted to the Contractor by the State.

**G. COMPENSATION**

All payments shall be made in the manner and at the times indicated in the Contract Documents.

It is understood and agreed that the compensation paid by The Judiciary to the Contractor shall include all expenses incurred by the Contractor for all loss or damage arising out of the nature of the work, from the action of the elements, or from any delay or unforeseen obstruction or difficulty encountered in the prosecution of the work; for all risks of every description connected with the work; and for all expenses incurred by or in consequence of the suspension or discontinuation of the work, except as set forth in the General Conditions.

It is further agreed by the parties that any portion of the Contract price payable to the Contractor out of federal funds shall be paid to the Contractor only when such federal funds are received, and this contract shall not be construed as binding the State to pay said portion out of any fund other than those which are received from the Federal government.

It is further understood that the compensation owed under this Contract shall be made by the Judiciary, State of Hawai'i. The CONTRACTOR shall submit to The Judiciary for review and approval its original invoices billed to the Judiciary and supporting documentation. The Judiciary shall make any payments directly to the CONTRACTOR.

## **H. GUARANTY OF WORK**

The Contractor agrees to guaranty all work under this Contract for the period(s) stipulated in the Contract Documents from the project acceptance date.

If any unsatisfactory condition or damage develops within the time of this guaranty due to materials or workmanship that are deficient, inferior, or not in accordance with the contract, the Contractor shall, when notified by the Judiciary, immediately place such guaranteed work in a condition satisfactory to the Judiciary and make repairs of all damage to the buildings, equipment and grounds made necessary in fulfillment of the guarantee. Everything necessary for the fulfillment of any guarantee shall be done without any expense to the Judiciary. It is understood that the performance and payment bond furnished by the Contractor under this Contract may be used to secure performance of Contractor's guaranty

## **I. CONTRACT DOCUMENTS**

It is understood and agreed that the following documents, and any amendments or addenda thereto, comprise this contract and are fully a part of this Contract as though attached hereto or set forth at length herein: (1) Contractor's accepted proposal; (2) General Conditions; (3) Drawings; (4) Specifications, including the Notice to Bidders, Instructions to Bidders, and Special Conditions, Addenda, Bid Clarifications, if any; (5) Combination Performance and Labor and Material Payment Bond; and (6) this Contract Agreement.

## **J. ENTIRE AGREEMENT**

This Contract is the entire agreement between parties, and no alterations, changes, or additions thereto shall be made, except in writing approved by the parties.

## **K. ATTACHMENTS TO BE PROVIDED BY OFFER AS APPLICABLE**

- ☐ Corporate Resolution
- ☐ Tax Clearance
- ☐ Certificate of Compliance
- ☐ Certificate of Good Standing
- ☐ Surety Bid Bond
- ☐ Power of Attorney

Note: These attachments will be physically removed from any resultant award but will be deemed to be incorporated, by reference, in the award.

Note: Tax Clearances, Compliance Certificate from DLIR, and Certificate of Good Standing are not required to be submitted with the Solicitation, Offer and Award, but must be submitted prior to Award.

END OF SECTION

## **SECTION 00700 - GENERAL CONDITIONS**

### **PART 1 - GENERAL**

#### **1.01 GENERAL CONDITIONS**

- A. The publication by the Public Works Division, Department of Accounting and General Services, State of Hawaii, titled "INTERIM GENERAL CONDITIONS 1999 Edition," known as the "GENERAL CONDITIONS", forms part of the State of Hawaii Contract between the Contractor and the State of Hawaii. The GENERAL CONDITIONS are not physically included with these specifications, but are included by reference. Copies of the GENERAL CONDITIONS may be obtained from the Department of Accounting and General Services, Public Works Division, Oahu Office, State of Hawaii, fourth floor of the Kalanimoku Building, Room 422, 1151 Punchbowl Street, Honolulu, Hawaii or at the DAGS District Offices on Kauai, Maui and Hawaii.
- B. The GENERAL CONDITIONS and SECTION 00800 - SPECIAL CONDITIONS shall govern the Work specified in all DIVISIONS and SECTIONS.
- C. Wherever the term 'Interim General Conditions' appears in the Contract Documents, it shall be replaced with the term "GENERAL CONDITIONS."

#### **1.02 REVISIONS TO THE GENERAL CONDITIONS** - The following changes shall govern over the respective items in the published "INTERIM GENERAL CONDITIONS, 1999 Edition."

- A. Under ARTICLE 1 - DEFINITIONS, replace existing sections (1.4, 1.5, 1.9, 1.11, 1.12, 1.18, 1.24, 1.37, 1.43, 1.44, 1.49 and 1.50 respectively) and add new sections (1.65 through 1.75 respectively):

**"1.4 ADMINISTRATOR** – Administrative Director of the Courts.

**1.5 ADVERTISEMENT** - A public announcement soliciting bids or offers.

**1.9 BID** - See Offer.

**1.11 BIDDER** - See Offeror.

**1.12 BIDDING DOCUMENTS (or SOLICITATION DOCUMENTS)** - The advertisement solicitation notice and instructions, Offer requirements, Offer forms, and the proposed contract documents including all addenda, and clarifications issued prior to receipt of the Offer.

**1.18 COMPTROLLER** – Administrative Director of the Courts.

- 1.24 CONTRACT TIME (or CONTRACT DURATION)** - The number of calendar (or working) days provided for completion of the contract, inclusive of authorized time extensions. The number of days shall begin running on the effective date in the Notice to Proceed. If in lieu of providing a number of calendar (or working) days, the contract requires completion by a certain date, the work shall be completed by that date.
- 1.26 DEPARTMENT** – The Judiciary.
- 1.37 INSPECTOR** - The person assigned by the Contracting Officer to inspect and monitor construction operations.
- 1.43 NOTICE TO CONTRACTORS** - See Solicitation.
- 1.44 NOTICE TO PROCEED** - A written notice from the Department to the Contractor establishing the applicable Contract Duration, Project Start Date, Jobsite Start Date, Jobsite Completion Date, and Contract Completion Date.
- 1.49 PROPOSAL (Bid)** - See Offer (or Bid).
- 1.50 PROPOSAL FORM** - See Offer Form (or Bid Form).
- 1.65 CONTRACTING OFFICER** - See Engineer.
- 1.66 JOBSITE START DATE** - The date when on-site construction may start.
- 1.67 JOBSITE COMPLETION DATE** - The date when on-site construction must be completed.
- 1.68 OFFER (or BID)** - The executed document submitted by an Offeror in response to a solicitation request, to perform the work required by the proposed contract documents, for the price quoted and within the time allotted.
- 1.69 OFFEROR (or BIDDER)** - Any individual, partnership, firm, corporation, joint venture or other legal entity submitting directly or through a duly authorized representative or agent, an Offer for the work or construction contemplated.
- 1.70 OFFER FORM (or BID FORM)** - The form prepared by the Department on which the Offeror submits the written offer or bid. By submitting an offer or bid, the Offeror adopts the language on the form as its own.
- 1.71 PROJECT CONTROL BUDGET** -The amount of funds set aside for the construction of the Project.



- 1.72 PROJECT START DATE** - The date established in the Notice to Proceed when the Contractor shall begin prosecution of the work and the start of contract time.
- 1.73 RESIDENT** – A person who is physically present in the State of Hawaii at the time the person claims to have established the person's domicile in the State of Hawaii and shows the person's intent is to make Hawaii the person's primary residence.
- 1.74 SHORTAGE TRADE** – A construction trade in which there is a shortage of Hawaii residents qualified to work in the trade as determined by the Department of Labor and Industrial Relations.
- 1.75 SOLICITATION** - An Invitation to Bid or Request for Proposals or any other document issued by the Department to solicit bids or offers to perform a contract. The solicitation may indicate the time and place to receive the bids or offers and the location, nature and character of the work, construction or materials to be provided.”

- B. Under ARTICLE 2 – PROPOSAL REQUIREMENTS AND CONDITIONS, modify section 2.1 – QUALIFICATION OF BIDDERS, by deleting 2.1.1, through 2.1.2.8 and substitute the following 2.1.1 through 2.1.2:

**“2.1.1 Notice of Intention to Bid**

2.1.1.1 In accordance with section 103D-310, Hawaii Revised Statutes, and Section 3-122-111, Hawaii Administrative Rules, a written notice of intention to bid need not be filed for construction of any public building or public work. A written notice of intention to bid need not be filed for mere furnishing and installing of furniture, equipment, appliances, material and any combination of these items when a Contractor's license is not required under Chapter 444 of the Hawaii Revised Statutes, as amended, and the rules and regulations of the Contractor's License Board.

2.1.1.2 If two (2) or more prospective bidders desire to bid jointly as a joint venture on a single project, they must file an affidavit of joint venture. Such affidavit of joint venture will be valid only for the specific project for which it is filed. No further license is required when all parties to the joint venture possess current and appropriate contractor's licenses. Joint ventures are required to be licensed in accordance with Chapter 444 of the Hawaii Revised Statutes, as amended, and the rules and regulations of the Contractor's License Board when any party to the joint venture agreement does not hold a current or appropriate contractor's license. The joint venture must register with the office of the Director of Commerce and Consumer Affairs in accordance Chapter 425 of the Hawaii Revised Statutes, as amended.

2.1.1.3 No persons, firm or corporation may bid where (1) the person, firm, or corporation, or (2) a corporation owned substantially by the person, firm, or corporation, or (3) a substantial stockholder or an officer of the corporation, or (4) a partner or substantial investor in the firm is in arrears in any payment owed to the State of Hawaii or any of its political subdivisions or is in default of any obligation to the State of Hawaii or to all or to any of its political subdivisions, including default as a surety or failure to perform faithfully and diligently any previous contract with the Department.

**2.1.2 Compliance Certificate 103D-310(c), Hawaii Revised Statutes** – The Contractors are required to provide proof of compliance in order to receive a contract of \$25,000 or more. To meet this requirement, Bidders may apply and register at the “Hawaii Compliance Express” website:  
<http://vendors.ehawaii.gov/hce/splash/welcome.html>

- C. Under ARTICLE 2 - PROPOSAL REQUIREMENTS AND CONDITIONS, modify section 2.6 - SUBSTITUTION OF MATERIALS AND EQUIPMENT BEFORE BID OPENING, by renaming section 2.6 SUBSTITUTION BEFORE CONTRACT AWARD and deleting subsections 2.6.1, through 2.6.6 and substitute the following three new subsections and related paragraphs 2.6.1 through 2.6.3:

**“2.6.1** For Substitutions after the Letter of Award is issued; refer to Section 6.3 SUBSTITUTION AFTER CONTRACT AWARD.

**2.6.2** Unless specifically required otherwise in the contract documents, Offerors shall not submit products, materials, equipment, articles or systems for review or approval prior to submitting their Offers.

**2.6.3** Offerors shall prepare their Offer forms based on the performance requirements of the materials, equipment, articles or systems noted on the drawings and specifications. If trade names, makes, catalog numbers or brand names are specified, Offerors shall infer that these items indicate the quality, style, appearance or performance of the material, equipment, article, or systems to be used in the project.”

- D. Under ARTICLE 2 – PROPOSAL REQUIREMENTS AND CONDITIONS, modify section 2.7 – PREPARATION OF PROPOSAL, by deleting subsection 2.7.3 and substituting the following 2.7.3:

**“2.7.3** Pursuant to the requirements of Section 103D-302, HRS, each Bidder shall include in its bid the name of each person or firm to be engaged by the Bidder on the project as joint contractor or subcontractor indicating also the nature and scope of work to be performed by such joint contractor and/or subcontractor. If the Bidder fails to list a joint contractor or subcontractor, the State may accept the bid if it is in the State’s best interest and the value of the work to be performed by the joint contractor or subcontractor is equal to or less than one percent of the total bid amount. The Bidder shall be solely responsible

for verifying that their joint contractor or subcontractor has the proper license at the time of the submitted bid.”

- E. Under ARTICLE 2 – PROPOSAL REQUIREMENTS AND CONDITIONS, modify section 2.13 – PROTEST, by deleting subsections 2.13.2 and 2.13.3 and substituting the following 2.13.2 & 2.13.3:

**“2.13.2** No Protest based upon the contents of the solicitation shall be considered unless it is submitted in writing to the Administrator prior to the date set for the receipt of proposals.

**2.13.3** A protest of an award or proposed award pursuant to §103D-302 or §103D-303, HRS, shall be submitted in writing to the Administrator within five (5) working days after the posting of the award of the Contract.”

- F. Under ARTICLE 3 – AWARD AND EXECUTION OF CONTRACT, modify section 3.3 CORRECTION OF BIDS AND WITHDRAWAL OF BIDS 3-122-31 HAR, by deleting subsection 3.3.1.2(b) and substituting the following 3.3.1.2(b):

“(b) Transposition errors;”

- G. Under ARTICLE 3 – AWARD AND EXECUTION OF CONTRACT, modify section 3.3 CORRECTION OF BIDS AND WITHDRAWAL OF BIDS §3-122-31 HAR, by deleting subsection 3.3.2 and substituting the following 3.3.2:

**“3.3.2** Withdrawal of bids after bid opening but prior to award may be made when the bid contains a mistake attributable to an obvious error which affects price, quantity, quality, delivery, or contractual conditions, and the bidder requests withdrawal in writing by submitting proof of evidentiary value which demonstrates that a mistake was made. The Administrator shall prepare a written approval or denial in response to this request.”

- H. Under ARTICLE 3 – AWARD AND EXECUTION OF CONTRACT, modify section 3.4 AWARD OF CONTRACT, by deleting subsection 3.4.4 and substituting the following 3.4.4:

**“3.4.4** The contract will be drawn on the offer forms and accepted by the Administrator. The contract will not be binding upon the Department until all required signatures have been affixed thereto and written certification that funds are available for the work has been made.”

- I. Under ARTICLE 3 – AWARD AND EXECUTION OF CONTRACT, add new Section 3.8 as follows:

**“3.8 CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY**

**CONTRACTORS** - Contractors are hereby notified of the applicability of Section 11-355 HRS, which states that campaign contributions are prohibited from

specified State or County government contractors during the term of the contract if the contractors are paid with funds appropriated by a legislative body.”

- J. Under ARTICLE 3 – AWARD AND EXECUTION OF CONTRACT, modify section 3.8 EXECUTION OF THE CONTRACT, by renumbering the section number to 3.9, related subsection numbers to 3.9.1, 3.9.2, by deleting former subsection 3.8.1 and substituting the following new 3.9.1:

**“3.9.1** Upon acceptance of the successful bidder’s offer by the Administrator, the Contractor shall provide satisfactory performance and payment bonds within ten (10) calendar days after award of the contract or within such further time as granted by the Administrator. No proposal or contract shall be considered binding upon the State until the contract has been fully and properly executed by all parties thereto and the Administrator has endorsed thereon its certificate, as required by Section 103D-309, HRS, that there is an available unexpended appropriation or balance of an appropriation over and above all outstanding contracts sufficient to cover the State’s amount required by such contract.”

- K. Under ARTICLE 3 – AWARD AND EXECUTION OF CONTRACT, modify section 3.9 FAILURE TO EXECUTE THE CONTRACT, by renumbering the section number to 3.10, related subsection numbers to 3.10.1, 3.10.2, 3.10.3, by deleting former subsection 3.9.2 and substituting the following new 3.10.2:

**“3.10.2 After the Award** – If the Bidder to whom contract is awarded shall fail or neglect to furnish satisfactory security within ten (10) calendar days after such award or within such further time as the Administrator may allow, the State shall be entitled to recover from such Bidder its actual damages, including but not limited to the difference between the bid and the next lowest responsive bid, as well as personnel and administrative costs, consulting and legal fees and other expenses incurred in arranging a contract with the next low responsive bidder or calling for new bids. The State may apply all or part of the amount of the bid security to reduce damages. If upon determination by the State of the amount of its damages the bid security exceeds that amount, it shall release or return the excess to the person who provided same.”

- L. Under ARTICLE 3 – AWARD AND EXECUTION OF CONTRACT, renumber Section 3.10 NOTICE TO PROCEED and related subsection numbers to 3.11, 3.11.1, 3.11.2, 3.11.3 and 3.11.4.

- M. Under ARTICLE 4 - SCOPE OF WORK, modify Section 4.2 CHANGES, by deleting subsection 4.2.4.3 and substituting the following two new subsections:

**“4.2.4.3** Upon receipt of a change order, that the Contractor does not agree with any of the terms or conditions or the adjustments or non adjustments of the contract price or contract time; the Contractor shall not execute or sign the change order, but shall return the unsigned change order, along with a written notification of the conditions or items that are in dispute.

4.2.4.4 If the Contractor signs or executes the change order, this constitutes an agreement on the part of the Contractor with the terms and conditions of the change order. A change order that is mutually agreed to and signed by the parties of the contract constitutes a contract modification.”

- N. Under ARTICLE 4 - SCOPE OF WORK, modify section 4.2 CHANGES, by adding the following three new subsections 4.2.5 through 4.2.7:

**“4.2.5 Claim Notification** - The Contractor shall file a notice of intent to claim for a disputed change order within 30 calendar days after receipt of the written order. Failure to file the protest within the time specified constitutes an agreement on the part of the Contractor with the terms, conditions, amounts and adjustment or non-adjustment to contract price or contract time set forth in the disputed change order. The requirement for timely written notice shall be a condition precedent to the assertion of a claim.

**4.2.6 Proceeding with Directed Work** - Upon receipt of a contract modification, change order, or field order, the Contractor shall proceed with the directed changes and instructions. The Contractor's right to make a claim for additional compensation or an extension of time for completion is not affected by proceeding with the changes and instructions described in a change order and field order.

**4.2.7 Pricing or Negotiating Costs Not Allowed** - The Contractor's cost of responding to requests for price or time adjustments is included in the contract price. No additional compensation will be allowed unless authorized by the Contracting Officer.”

- O. Under ARTICLE 4 - SCOPE OF WORK, modify section 4.3 Duty of Contractor to Provide Proposal for Changes, by deleting subsection 4.3.4.
- P. Under ARTICLE 4 - SCOPE OF WORK, modify section 4.4 PRICE ADJUSTMENT, by deleting subsection 4.4.1 and substituting subsection 4.4.1 and adding a new subsection 4.4.2 and modify section 4.5 ALLOWANCES FOR OVERHEAD AND PROFIT, by deleting subsections 4.5.1, 4.5.2 and 4.5.3 and substituting subsections 4.5.1, 4.5.2 and 4.5.3 as follows:

**“4.4 PRICE ADJUSTMENT HRS 103D-501**

**4.4.1** A fully executed change order or other document permitting billing for the adjustment in price under any method listed in paragraphs (4.4.1.1) through (4.4.1.5) shall be issued within ten days after agreement on the price adjustment. Any adjustment in the contract price pursuant to a change or claim in this contract shall be made in one or more of the following ways:

4.4.1.1 By agreement to a fixed price adjustment before commencement of the pertinent performance;

4.4.1.2 By unit prices specified in the contract or subsequently agreed upon before commencement of the pertinent performance;

4.4.1.3 Whenever there is a variation in quantity for any work covered by any line item in the schedule of costs submitted as required by Section 7.2 COMMENCEMENT REQUIREMENTS, by the Department at its discretion, adjusting the lump sum price proportionately;

4.4.1.4 FORCE ACCOUNT METHOD. At the sole option of the Contracting Officer, by the costs attributable to the event or situation covered by the change, plus appropriate profit or fee, all as specified in Section 4.5 ALLOWANCES FOR OVERHEAD AND PROFIT and the force account provision of Section 8.3 PAYMENT FOR ADDITIONAL WORK before commencement of the pertinent performance;

4.4.1.5 In such other manner as the parties may mutually agree upon before commencement of the pertinent performance; or

4.4.1.6 In the absence of an agreement between the two parties:

4.4.1.6.a For change orders with value not exceeding \$50,000 by documented actual costs of the work, allowing for overhead and profit as set forth in Section 4.5 ALLOWANCES FOR OVERHEAD AND PROFIT. A change order shall be issued within fifteen days of submission by the contractor of proper documentation of completed force account work, whether periodic (conforming to the applicable billing cycle) or final. The contracting officer shall return any documentation that is defective to the contractor within fifteen days after receipt, with a statement identifying the defect; or

4.4.1.6.b For change orders with value exceeding \$50,000 by a unilateral determination by the Contracting Officer of the reasonable and necessary costs attributable to the event or situation covered by the change, plus appropriate profit or fee, all as computed by the Contracting Officer in accordance with applicable sections of Chapters 3-123 and 3-126 of the Hawaii Administrative Rules, and Section 4.5 ALLOWANCES FOR OVERHEAD AND PROFIT. When a unilateral determination has been made, a unilateral change order shall be issued within ten days. Upon receipt of the unilateral change order, if the contractor does not agree with any of the terms or conditions, or the adjustment or nonadjustment of the contract time or contract price, the contractor shall file a notice of intent to claim within thirty days after the receipt of the written unilateral change order. Failure to file a protest within the time specified shall constitute agreement on the part of the contractor with the terms, conditions, amounts, and adjustment or nonadjustment of the contract time or the contract price set forth in the unilateral change order.

**4.4.2 Cost or Pricing Data** - Contractor shall provide and certify cost or pricing data for any price adjustment to a contract involving aggregate increases and decreases in costs plus applicable profits expected to exceed \$100,000. The certified cost or pricing data shall be subject to the provisions of HAR chapter 3-122, subchapter 15.

## **4.5 ALLOWANCES FOR OVERHEAD AND PROFIT HRS103D-501**

**4.5.1** In determining the cost or credit to the Department resulting from a change, the allowances for all overhead, including, extended overhead resulting from adjustments to contract time (including home office, branch office and field overhead, and related delay impact costs) and profit combined, shall not exceed the percentages set forth below:

4.5.1.1 For the Contractor, for any work performed by its own labor forces, twenty percent (20%) of the direct cost;

4.5.1.2 For each subcontractor involved, for any work performed by its own forces, twenty percent (20%) of the direct cost;

4.5.1.3 For the Contractor or any subcontractor, for work performed by their subcontractors, ten percent (10%) of the amount due the performing subcontractor.

**4.5.2** Not more than three markup allowance line item additions not exceeding the maximum percentage shown above will be allowed for profit and overhead, regardless of the number of tier subcontractors.

**4.5.3** The allowance percentages will be applied to all credits and to the net increase of direct costs where work is added and deleted by the changes.”

Q. Under ARTICLE 5 - CONTROL OF THE WORK, modify section 5.4 SHOP DRAWINGS AND OTHER SUBMITTALS, by deleting subsection 5.4.14 and 5.4.15 and substitute the following new subsections:

“5.4.1.4 Descriptive Sheets and Other Submittals - When a submittal is required by the contract, the Contractor shall submit to the Contracting Officer eight (8) complete sets of descriptive sheets such as shop drawings, brochures, catalogs, illustrations, calculation, material safety data sheets (MSDS), certificates, reports, warranty, etc., which will completely describe the material, product, equipment, furniture or appliance to be used in the project as shown in the drawings and specifications and how it will be integrated into adjoining construction. When submittals are specified to be submitted under Web Based Construction Management System, the number of complete sets will be as specified or as directed by the Contracting Officer. Prior to the submittal, the Contractor shall review and check all submittal sheets for conformity to the contract requirements and indicate such conformity by marking or stamping and signing each sheet. Where descriptive sheets include materials, systems, options, accessories, etc. that do not apply to this contract, non-relevant items shall be crossed out so that all remaining information will be considered applicable to this contract. It is the responsibility of the Contractor to submit descriptive sheets for review and acceptance by the Contracting Officer as required at the earliest possible date after the date of award in order to meet the Contract Duration. Delays caused by the failure of the Contractor to submit descriptive sheets as required will not be considered as justification for contract time extension.

5.4.1.5 Material Samples and Color Samples - When material and color sample submittals are required by the contract, the Contractor shall submit to the Contracting Officer no less than three (3) samples conforming to Section 6.6 MATERIAL SAMPLES. One sample will be retained by the Consultant, one sample will be retained by the State, and the remaining sample(s) will be returned to the Contractor. Prior to the material and color submittal, the Contractor shall review and check all samples for conformity to the contract requirements and indicate such conformity by marking or stamping and signing each sample. It is the responsibility of the Contractor to submit samples for review and acceptance by the Contracting Officer as required at the earliest possible date after the date of award in order to meet the Contract Duration. Delays caused by the failure of the Contractor to submit material and color samples as required will not be considered as justification for contract time extension.

5.4.1.6 Unless the technical sections (Divisions 2 - 16) specifically require the Contractor furnish a greater quantity of shop drawings and other submittals, the Contractor shall furnish the quantities required by this section.”

- R. Under ARTICLE 5 - CONTROL OF THE WORK, modify section 5.8 COOPERATION BETWEEN THE CONTRACTOR AND THE DEPARTMENT, by deleting the subsection 5.8.1 and substitute the following new subsection 5.8.1:

**“5.8.1 Furnishing Drawings and Specifications** – Judiciary will not furnish hard copies of contract plans and specifications to Contractors. Contractors who receive award for projects shall produce their own hard copies from the electronic file. Contractor shall have and maintain at least one hard copy of the Contract Drawings and Specifications on the work site, at all times.”

- S. Under ARTICLE 5 - CONTROL OF THE WORK, modify section 5.12 SUBCONTRACTS, by deleting the subsection 5.12 and related paragraphs and substitute the following new subsection 5.12 and related paragraphs:

**“5.12 SUBCONTRACTS** - Nothing contained in the contract documents shall create a contractual relationship between the State and any subcontractor. The contractor may subcontract a portion of the work but the contractor shall remain responsible for the work that is subcontracted.

**5.12.1 Replacing Subcontractors** - Contractors may enter into subcontracts only with subcontractors listed in the offer form. The contractor will be allowed to replace a listed subcontractor if the subcontractor:

5.12.1.1 Fails, refuses or is unable to enter into a subcontract consistent with the terms and conditions of the subcontractor’s offer presented to the contractor; or

5.12.1.2 Becomes insolvent; or



5.12.1.3 Has any license or certification necessary for performance of the work suspended or revoked; or

5.12.1.4 Has defaulted or has otherwise breached the subcontract in connection with the subcontracted work; or

5.12.1.5 Agrees to be substituted by providing a written release; or

5.12.1.6 Is unable or refuses to comply with other requirements of law applicable to contractors, subcontractors, and public works projects.

**5.12.2 Notice of Replacing Subcontractor** - The Contractor shall provide a written notice to the Contracting Officer when it replaces a subcontractor, including in the notice, the reasons for replacement. The Contractor agrees to defend, hold harmless, and indemnify the State against all claims, liabilities, or damages whatsoever, including attorney's fees, arising out of or related to the replacement of a subcontractor.

**5.12.3 Adding Subcontractors** - The Contractor may enter into a subcontract with a subcontractor that is not listed in the offer form only after this contract becomes enforceable.

**5.12.4 Subcontracting** - Contractor shall perform with its own organization, work amounting to not less than twenty (20%) of the total contract cost, exclusive of costs for materials and equipment the Contractor purchases for installation by its subcontractors, except that any items designated by the State in the contract as "specialty items" may be performed by a subcontract and the cost of any such specialty items so performed by the subcontract may be deducted from the total contract cost before computing the amount of work required to be performed by the Contractor with its own organization."

- T. Under ARTICLE 6 - CONTROL OF MATERIALS AND EQUIPMENT, Modify Section 6.3 SUBSTITUTION OF MATERIALS AND EQUIPMENT AFTER BID OPENINGS, by renaming section 6.3 SUBSTITUTION AFTER CONTRACT AWARD and by deleting subsections 6.3.1 through 6.3.3 and related paragraphs, and substitute the following two new subsections 6.3.1 and 6.3.2 and related paragraphs:

**"6.3.1** Materials, equipment, articles and systems noted on the drawings and specifications, establish a standard of quality, function, performance or design requirements and shall not be interpreted to limit competition. Should trade names, makes, catalog numbers or brand names be specified, the contractor shall infer that these items indicate the quality, style, appearance or performance of the material, equipment, article, or systems to be used in the project. The contractor is responsible to use materials, equipment, articles or systems that meet the project requirements. Unless specifically provided otherwise in the contract documents, the contractor may, at its option, use any material,

equipment, article or system that, in the judgment of the Contracting Officer, is equal to that required by the contract documents.

6.3.1.1 If after installing a material, equipment, article or system a variance is discovered, the contractor shall immediately replace the material, equipment, article or system with one that meets the requirements of the contract documents.

**6.3.2 Substitution After Contract Award** - Subject to the Contracting Officer's determination; material, equipment, article or system with a variant feature(s) may be allowed as a substitution, provided it is in the State's best interest. The State may deny a substitution; and if a substitution is denied, the contractor is not entitled to any additional compensation or time extension.

6.3.2.1 The Contractor shall include with the submittal, a notification that identifies all deviations or variances from the contract documents. The notice shall be in a written form separate from the submittal. The variances shall be clearly shown on the shop drawing, descriptive sheet, and material sample or color sample; and the Contractor shall certify that the substitution has no other variant features. Failures to identify the variances are grounds to reject the related work or materials, notwithstanding that the Contracting Officer accepted the submittal. If the variances are not acceptable to the Contracting Officer, the contractor will be required to furnish the item as specified on the contract documents at no additional cost or time.

6.3.2.2 Acceptance of a variance shall not justify a contract price or time adjustment unless the Contractor requests an adjustment at the time of submittal and the adjustments are explicitly agreed to in writing by the Contracting Officer. Any request shall include price details and proposed scheduling modifications. Acceptance of a variance is subject to all contract terms, and is without prejudice to all rights under the surety bond.

6.3.2.3 The Contractor can recommend improvements to the project, for materials, equipment, articles, or systems by means of a substitution request, even if the improvements are at an additional cost. The Contracting Officer shall make the final determination to accept or reject the Contractor's proposed improvements. If the proposed material, equipment, article or system cost less than the specified item, the Department will require a sharing of cost similar to value engineering be implemented. State reserves its right to deny a substitution; and if a substitution is denied, the contractor is not entitled to additional compensation or time extension."

U. Under Article 7 - PROSECUTION AND PROGRESS, modify section 7.2 SCHEDULE OF PRICES by deleting paragraph 7.2.4.1 and substitute the following paragraph 7.2.4.1:

"7.2.4.1. The Contractor shall estimate at the close of each month the percentage of work completed under each of the various construction items during such month and submit the Monthly Payment Application

to the Contracting Officer for review and approval. The Contractor shall be paid the approved percentage of the price established for each item less the retention provided in Section 8.4 PROGRESS PAYMENTS.”

- V. Under Article 7 - PROSECUTION AND PROGRESS, add the following paragraph 7.2.4.A:

**“7.2.4.A Subcontracts.** Upon award of a contract and prior to starting any construction work, the Contractor shall submit to the Contracting Officer a list of all subcontractors and the actual subcontracted dollar amount for each of its subcontractors regardless of the amount of the subcontract. See section 7.39 – Employment of State Residents Requirements.”

- W. Under ARTICLE 7 – PROSECUTION AND PROGRESS, modify section 7.2.5 PROOF OF INSURANCE COVERAGE, by deleting subsection 7.2.5 and substitute the following:

**“7.2.5 Proof of Insurance Coverage** - Certificate of Insurance or other documentary evidence satisfactory to the Contracting Officer that the Contractor has in place all insurance coverage required by the contract. The Certificate of Insurance shall contain wording which identifies the Project number and Project title for which the certificate of insurance is issued. Refer to Section 7.3 INSURANCE REQUIREMENTS.”

- X. Under ARTICLE 7 – PROSECUTION AND PROGRESS, modify section 7.3 INSURANCE REQUIREMENTS, by deleting subsection 7.3.3 and substitute the following new subsection 7.3.3:

**“7.3.3** Certificate(s) of Insurance acceptable to the State shall be filed with the Contracting Officer prior to commencement of the work. Certificates shall identify if the insurance company is a “captive” insurance company or a “Non-Admitted” carrier to the State of Hawaii. The best’s rating must be stated for the “Non-Admitted” carrier. Certificates shall contain a provision that coverages being certified will not be cancelled or materially changed without giving the Contracting Officer at least thirty (30) days prior written notice. Should any policy be canceled before final acceptance of the work by the State, and the Contractor fails to immediately procure replacement insurance as specified, the State, in addition to all other remedies it may have for such breach, reserves the right to procure such insurance and deduct the cost thereof from any money due to the Contractor.”

- Y. Under ARTICLE 7 – PROSECUTION AND PROGRESS, modify section 7.3 INSURANCE REQUIREMENTS, by deleting subsection 7.3.7.2 and substitute the following new subsection 7.3.7.2:

**“7.3.7.2 General Liability** - The Contractor shall obtain General Liability insurance with a limit of not less than \$2,000,000 per occurrence and in the Aggregates. The insurance policy shall contain the following clauses: 1)  
"The State of Hawaii is added as an additional insured as respects to

operations performed for the State of Hawaii."; and 2) "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contributed with, insurance provided by this policy." The required limit of insurance may be provided by a single policy or with a combination of primary and excess policies. Refer to SPECIAL CONDITIONS for any additional requirements."

- Z. Under ARTICLE 7 – PROSECUTION AND PROGRESS, modify section 7.3 INSURANCE REQUIREMENTS, by deleting subsection 7.3.7.3 and substitute the following new subsection 7.3.7.3:

"7.3.7.3 Auto Liability - The Contractor shall obtain Auto Liability Insurance covering all owned, non-owned and hired autos with a Combined single Limit of not less than \$1,000,000 per occurrence. The insurance policy shall contain the following clauses: 1) "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."; and 2) "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contributed with, insurance provided by this policy." The required limit of insurance may be provided by a single policy or with a combination of primary and excess policies. Refer to SPECIAL CONDITIONS for any additional requirements."

- AA. Under ARTICLE 7 – PROSECUTION AND PROGRESS, modify section 7.3 INSURANCE REQUIREMENTS, by deleting subsection 7.3.7.4 and substitute the following new subsection 7.3.7.4:

"7.3.7.4 Property Insurance (Builders Risk)

(a) New Building(s) - The Contractor shall obtain Property Insurance covering building(s) being constructed under this Contract. The limit shall be equal to the completed value of the building(s) and shall insure against all-loss excluding earthquakes and floods. The coverage shall be provided by a company authorized to write insurance in the State of Hawaii as an insurer. The insurance policy shall contain the following clauses: 1) "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."; and 2) "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contributed with, insurance provided by this policy." If the project falls within the State Judiciary, The Judiciary – State of Hawaii shall also be named as an insured. Refer to SPECIAL CONDITIONS for any additional requirements.

(b) Building Renovation and / or Installation Contract - The Contractor shall obtain Property Insurance with a limit equal to the completed value of the work or property being installed and shall insure against all-loss excluding earthquakes and floods. The coverage shall be provided by a company authorized to write insurance in the State of Hawaii as an insurer. The insurance policy shall contain the following clauses: 1) "The State of

Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."; and 2) "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contributed with, insurance provided by this policy." If the project falls within the State Judiciary, The Judiciary - State of Hawaii shall also be named as an insured. Refer to SPECIAL CONDITIONS for any additional requirements.

- (c) The Contractor is not required to obtain property insurance for contracts limited to site development."

BB. Under ARTICLE 7 - PROSECUTION AND PROGRESS, modify section 7.7 PREVAILING WAGES, by deleting subsection 7.7.4.

CC. Under Article 7 – PROSECUTION AND PROGRESS, add the following section 7.9A – APPRENTICESHIP AGREEMENT CERTIFICATION

**"7.9A APPRENTICESHIP AGREEMENT CERTIFICATION (HRS §103-55.6)**

**7.9A.1** For the duration of a contract awarded and executed utilizing the apprenticeship agreement preference the Contractor shall certify, for each month that work is being conducted on the project, that it continues to be a participant in the relevant registered apprenticeship program for each trade it employs.

**7.9A.2** Monthly certification shall be made by completing the *Monthly Report of Contractor's Participation - Form 2* made available by the State Department of Labor and Industrial Relations, the original to be signed by the respective apprenticeship program sponsors authorized official, and submitted by the Contractor to the Contracting Officer with its monthly payment requests. The *Monthly Report of Contractor's Participation - Form 2* available on the DLIR website at: <http://labor.hawaii.gov/wdd/files/2012/12/Form-2-Monthly-Report-of-Contractors-Participation.pdf>.

**7.9A.3** Should the Contractor fail or refuse to submit its *Monthly Report of Contractor's Participation – Form 2*, or at any time during the duration of the contract, cease to be a party to a registered apprenticeship agreement for any of the apprenticeable trades the Contractor employs, or will employ, the Contractor will be subject to the following sanctions:

7.9A.3.1 Withholding of the requested payment until all of the required *Monthly report of Contractor's Participation – Form 2s* are properly completed and submitted.

7.9A.3.2 Temporary or permanent cessation of work on the project, without recourse to breach of contract claims by the Contractor; provided the Department shall be entitled to restitution for nonperformance or liquidated damages claims; or

7.9A.3.3 Proceedings to debar or suspend pursuant to HRS §103D-702.

**7.9A.4** If events such as “acts of God,” acts of a public enemy, acts of the State or any other governmental body in its sovereign or contractual capacity, fires, floods, epidemics, freight embargoes, unusually severe weather, or strikes or other labor disputes prevent the Contractor from submitting the *Monthly Report of Contractor’s Participation – Form 2*, the Contractor shall not be penalized as provided herein, provided the Contractor completely and expeditiously complies with the certification process when the event is over.”

DD. Under ARTICLE 7 - PROSECUTION AND PROGRESS, modify section 7.10 OVERTIME AND NIGHT WORK, by deleting subsection 7.10.2 and substitute the following:

**“7.10.2** Contractor shall notify the Contracting Officer two working days prior to doing overtime and night work, to insure proper inspection will be available. The notification shall address the specific work to be done. A notification is not required when overtime work and night work are included as normal working hours in the contract and in the contractor’s construction schedule.”

EE. Under ARTICLE 7 - PROSECUTION AND PROGRESS, modify section 7.11 - OVERTIME AND NIGHT PAYMENT FOR STATE INSPECTION SERVICES, by adding new subsection 7.11.1 and renumbering the existing subsections 7.11.1, 7.11.1.1, 7.11.1.2, 7.11.1.3 and 7.11.2 to read 7.11.2, 7.11.2.1, 7.11.2.2, 7.11.2.3 and 7.11.3 respectively. Change subsection reference number (7.11.1) in subsection 7.11.3 - Payment for Inspection Services to read 7.11.2:

**“7.11.1** The Department is responsible for overtime or night time payments for Department’s inspection services, including Department’s Inspector, State staff personnel and the Department’s Consultant(s) engaged on the project, when overtime and night work are included as normal working hours in the contract and in the contractor’s construction schedule.”

FF. Under ARTICLE 7 - PROSECUTION AND PROGRESS, modify section 7.25 - DISPUTES AND CLAIMS, by deleting subsection 7.25.10 and paragraph 7.25.10.1 and substitute the following:

**“7.25.10 Decision on Claim or Appeal** - The Contracting Officer shall decide all controversies between the State and the Contractor which arise under, or are by virtue of, this contract and which are not resolved by mutual agreement. The decision of the Contracting Officer on the claim shall be final and conclusive, unless fraudulent or unless the contractor delivers to the Administrator a written appeal of the Contracting Officer’s decision no later than 30 days after the date of the Contracting Officer’s decision. The Administrator’s decision shall be final and conclusive, unless fraudulent or unless the Contractor brings an action seeking judicial review of the Administrator’s decision in an appropriate circuit court of this State within six months from the date of the Administrator’s decision.

7.25.10.1 If the contractor delivers a written request for a final decision concerning the controversy, the Administrator shall issue a final decision within 90 days after receipt of such a request; provided that if the Administrator does not issue a written decision within 90 days, or within such longer period as may be agreed upon by the parties, then the contractor may proceed as if an adverse decision had been received. Both parties to this contract agree that the period of up to 30 days to appeal the Contracting Officer's decision to the Administrator shall not be included in the 90 day period to issue a final decision."

GG. Under ARTICLE 7 - PROSECUTION AND PROGRESS, modify section 7.25 - DISPUTES AND CLAIMS, by deleting subsection 7.25.13 Waiver of Attorney's Fees.

HH. Under ARTICLE 7 - PROSECUTION AND PROGRESS, modify section 7.31 - SUBSTANTIAL COMPLETION, AND FINAL INSPECTION, by deleting paragraph 7.31.2.1 and substitute the following:

"7.31.2.1 The Contracting Officer shall confirm the list of deficiencies noted by the contractor's punchlist(s) and will notify the contractor of any other deficiencies that must be corrected."

II. Under ARTICLE 7 - PROSECUTION AND PROGRESS, modify section 7.32 - PROJECT ACCEPTANCE DATE, by adding new paragraph 7.32.4.1 as follows:

"7.32.4.1 Punchlist corrective work shall be completed prior to Contract Completion Date, or extension thereof."

JJ. Under ARTICLE 7 - PROSECUTION AND PROGRESS, modify section 7.32 - PROJECT ACCEPTANCE DATE, by deleting subsection 7.32.7 and substitute the following:

"**7.32.7** If the contractor fails to correct the deficiencies within the time established in paragraph 7.32.4.1, the Contracting Officer shall assess liquidated damages as required by section 7.26 - FAILURE TO COMPLETE THE WORK ON TIME."

KK. Under ARTICLE 7 - PROSECUTION AND PROGRESS, add new section 7.39 as follows:

**"7.39 EMPLOYMENT OF STATE RESIDENTS REQUIREMENTS HRS 103B**

**7.39.1** A Contractor awarded a contract shall ensure that Hawaii residents comprise not less than 80% of the workforce employed to perform the contract. The 80% requirement shall be determined by dividing the total number of hours worked on the contract by Hawaii residents, by the total number of hours worked on the contract by all employees of the contractor in the performance of the contract. The hours worked by any subcontractor of the Contractor shall count

towards the calculation for purposes of this section. The hours worked by employees within shortage trades, as determined by the Department of Labor and Industrial Relations (DLIR), shall not be included in the calculation for this section.

**7.39.2** The requirements of this section shall apply to any subcontract of \$50,000 or more in connection with the Contractor, that is, such subcontractors must also ensure that Hawaii residents comprise not less than 80% of the subcontractor's workforce used to perform the subcontract. See also, section 7.2 - Commencement Requirements.

**7.39.3** The Contractor, and any subcontractor whose subcontract is \$50,000 or more, shall comply with the requirements of this section.

7.39.3.1 Certification of compliance shall be made in writing under oath by an officer of the Contractor and applicable subcontractors and submitted with the final payment request.

7.39.3.2 The certification of compliance shall be made under oath by an officer of the company by completing a Certification of Compliance for Employment of State Residents form and executing the Certificate before a licensed notary public. See attached form at the end of Section 00700 – General Conditions.

7.39.3.3 In addition to the certification of compliance as indicated above, the Contractor and any subcontractors shall maintain records such as certified payrolls for laborers and mechanics who performed work at the site and timesheets for all other employees who performed work on the project. These records shall include the names, addresses and number of hours worked on the project by all employees of the Contractor and subcontractors who performed work on the project to validate compliance with this section. The Contractor and Subcontractors shall maintain, retain, and provide access to these records in accordance with Section 7.38 – RECORDS MAINTENANCE, RETENTION AND ACCESS, except that these provisions shall apply to all contracts, regardless of the value of the contract.

**7.39.4** A Contractor or applicable subcontractor who fails to comply with this section shall be subject to any of the following sanctions:

7.39.4.1 With respect to the General Contractor, withholding of payment on the contract until the Contractor or its subcontractor complies with this section; or

7.39.4.2 Proceedings for debarment or suspension of the Contractor or subcontractor under Hawaii Revised Statutes §103D-702.

**7.39.5 Conflict with Federal Law** - This section shall not apply if the application of this section is in conflict with any federal law, or if the application of



this section will disqualify the State from receiving Federal funds or aid. See Section 00800 - Special Conditions to determine if this section does not apply.”

LL. Under ARTICLE 8 – MEASUREMENT AND PAYMENT, Section 8.3 PAYMENT FOR ADDITIONAL WORK, modify clause 8.3.4.5(h) by changing the replacement value from ‘five hundred dollars (\$500)’ to read “\$1,000.”

MM. Under ARTICLE 8 - MEASUREMENT AND PAYMENT, Modify section 8.3 PAYMENT FOR ADDITIONAL WORK, by deleting subsection 8.3.1 and substitute the following new subsections and paragraph:

**“8.3.1 Payment for Changed Conditions** - A contract modification or change order complying with section 4.4 PRICE ADJUSTMENT and section 4.5 ALLOWANCES FOR OVERHEAD AND PROFIT shall be issued for all changes that are directed under Section 4.2 CHANGES. No payment for any change including work performed under the force account provisions will be made until a change order is issued or contract modification is executed.

8.3.1.1 At the completion of the force account work or at an intermediate interval approved by the Contracting Officer, the contractor shall submit its force account cost proposal, including; approved daily force account records with any attached invoices or receipt, to the Department for processing a contract modification or change order.”

NN. Under Article 8 - MEASUREMENT AND PAYMENT, modify section 8.4 PROGRESS AND/OR PARTIAL PAYMENTS, by deleting section and related SUBSECTIONS 8.4.1 thru 8.4.4.4 and substitute the following new section 8.4 and related subsections 8.4.1 thru 8.4.4.4:

#### **“8.4 PROGRESS PAYMENTS**

**8.4.1 Progress Payments** - The Contractor will be allowed progress payments on a monthly basis upon preparing the Monthly Payment Application forms and submitting them to the Contracting Officer. The monthly payment shall be based on the items of work satisfactorily completed and the value thereof at unit prices and/or lump sum prices set forth in the contract as determined by the Contracting Officer and will be subject to compliance with Section 7.9 PAYROLLS AND PAYROLL RECORDS.

**8.4.2** In the event the Contractor or any Subcontractor fails to submit certified copies of payrolls in accordance with the requirements of Section 7.9 PAYROLLS AND PAYROLL RECORDS, the Contracting Officer may retain the amount due for items of work for which payroll affidavits have not been submitted on a timely basis notwithstanding satisfactory completion of the work until such records have been duly submitted. The Contractor shall not be due any interest payment for any amount thus withheld.

**8.4.3 Payment for Materials** - The Contractor will also be allowed payments of the manufacturer's, supplier's, distributor's or fabricator's invoice cost of accepted materials to be incorporated in the work on the following conditions:

8.4.3.1 The materials are delivered and properly stored at the site of Work; or

8.4.3.2 For special items of materials accepted by the Contracting Officer, the materials are delivered to the Contractor or subcontractor(s) and properly stored in an acceptable location within a reasonable distance to the site of Work.

**8.4.4** Payments shall be made only if the Contracting Officer finds that:

8.4.4.1 The Contractor has submitted bills of sale for the materials or otherwise demonstrates clear title to such materials.

8.4.4.2 The materials are insured for their full replacement value to the benefit of the Department against theft, fire, damages incurred in transportation to the site, and other hazards.

8.4.4.3 The materials are not subject to deterioration.

8.4.4.4 In case of materials stored off the project site, the materials are not commingled with other materials not to be incorporated into the project."

OO. Under ARTICLE 8 - MEASUREMENT AND PAYMENT, Modify section 8.5 PROMPT PAYMENT, by deleting section 8.5 and related subsections 8.5.1 thru 8.5.6 and substitute the following new section 8.5 and related subsections 8.5.1 thru 8.5.9:

**"8.5.1** Any money paid to a Contractor for work performed by a subcontractor shall be disbursed to such subcontractor within ten (10) days after receipt of the money in accordance with the terms of the subcontract; provided that the subcontractor has met all the terms and conditions of the subcontract and there are no bona fide disputes on which the Contracting Officer has withheld payment.

**8.5.2** Upon final payment to the Contractor, full payment to all subcontractors shall be made within ten (10) days after receipt of the money, provided there are no bona fide disputes over the subcontractor's performance under the subcontract.

**8.5.3** All sums retained or withheld from a subcontractor and otherwise due to the subcontractor for satisfactory performance under the subcontract shall be paid by the contracting officer to the contractor and subsequently, upon receipt

from the contracting officer, by the contractor to the subcontractor within the applicable time periods specified in subsection 8.5.2 and section 103-10 HRS:

8.5.3.1 Where a subcontractor has provided evidence to the contractor of satisfactorily completing all work under their subcontract and has provided a properly documented final payment request as described in subsection (8.5.5) of this section, and:

8.5.3.1.a Has provided to the contractor an acceptable performance and payment bond for the project executed by a surety company authorized to do business in the State, as provided in section 8.6 RETAINAGE; or

8.5.3.1.b The following has occurred:

8.5.3.1.b.1 A period of ninety days after the day on which the last of the labor was done or performed and the last of the material was furnished or supplied has elapsed without written notice of a claim given to contractor and the surety, as provided for in section 103D-324 HRS; and

8.5.3.1.b.2 The subcontractor has provided to the contractor:

8.5.3.1.b.2.1 An acceptable release of retainage bond, executed by a surety company authorized to do business in the State, in an amount of not more than two times the amount being retained or withheld by the contractor;

8.5.3.1.b.2.2 Any other bond acceptable to the contractor; or

8.5.3.1.b.2.3 Any other form of mutually acceptable collateral.

**8.5.4** If the contracting officer or the contractor fails to pay in accordance with this section, a penalty of one and one-half per cent per month shall be imposed upon the outstanding amounts due that were not timely paid by the responsible party. The penalty may be withheld from future payment due to the contractor, if the contractor was the responsible party. If a contractor has violated subsection 8.5.2 three or more times within two years of the first violation, the contractor shall be referred by the contracting officer to the contractor license board for action under section 444-17(14) HRS.

**8.5.5** Final Payment Request. A properly documented final payment request from a subcontractor, as required by subsection 8.5.3, shall include:

8.5.5.1 Substantiation of the amounts requested;

8.5.5.2 A certification by the subcontractor, to the best of the subcontractor's knowledge and belief, that:

8.5.5.2.a The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the subcontract;

8.5.5.2.b The subcontractor has made payments due to its subcontractors and suppliers from previous payments received under the subcontract and will make timely payments from the proceeds of the payment covered by the

certification, in accordance with their subcontract agreements and the requirements of this section; and

8.5.5.2.c The payment request does not include any amounts that the subcontractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of their subcontract; and

8.5.5.2.d The submission of documentation confirming that all other terms and conditions required under the subcontract agreement have been fully satisfied.

**8.5.6** The contracting officer shall return any final payment request that is defective to the contractor within seven days after receipt, with a statement identifying the defect.

**8.5.7** A payment request made by a contractor to the Contracting Officer that includes a request for sums that were withheld or retained from a subcontractor and are due to a subcontractor may not be approved under subsection 8.5.3 unless the payment request includes:

8.5.7.1 Substantiation of the amounts requested; and

8.5.7.2 A certification by the contractor, to the best of the contractor's knowledge and belief, that:

8.5.7.2.a The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

8.5.7.2.b The subcontractor has made payments due to its subcontractors and suppliers from previous payments received under the contract and will make timely payments from the proceeds of the payment covered by the certification, in accordance with their subcontract agreements and the requirements of this section; and

8.5.7.2.c The payment request does not include any amounts that the contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of their subcontract.

**8.5.8** This section shall not be construed to impair the right of a contractor or a subcontractor at any tier to negotiate and to include in their respective subcontracts provisions that provide for additional terms and conditions that are requested to be met before the subcontractor shall be entitled to receive final payment under subsection 8.5.3 of this section; provided that any such payments withheld shall be withheld by the contracting officer.”

PP. Under ARTICLE 8 - MEASUREMENT AND PAYMENT, modify section 8.6 RETAINAGE, by deleting section 8.6 and related subsections 8.6.1 thru 8.6.3 and substituting the following new section 8.6 and related subsections:

**“8.6 RETAINAGE** - The Department will retain a portion of the amount due under the contract to the contractor, to ensure the proper performance of the contract.

**8.6.1** The sum withheld by the Department from the contractor shall not exceed five per cent of the total amount due the contractor and that after fifty per cent of the contract is completed and progress is satisfactory, no additional sum shall be withheld; provided further that if progress is not satisfactory, the contracting officer may continue to withhold as retainage, sums not exceeding five per cent of the amount due the contractor

**8.6.2** The retainage shall not include sums deducted as liquidated damages from moneys due or that may become due the contractor under the contract.

**8.6.3** General Obligation Bonds - The contractor may withdraw retainage monies in whole or in part by providing a general obligation bond of the State or its political subdivisions suitable to the Department. The contractor shall endorse over to the Department and deposit with the Department any general obligation bond suitable to the Department, but in no case with a face value less than the value established by law, of the amount to be withdrawn. The Department may sell the bond and use the proceeds in the same way as it may use monies directly retained from progress payments or the final payment.

**8.6.4** Any retainage provided for in this section or requested to be withheld by the contractor shall be held by the contracting officer.

**8.6.5** A dispute between a contractor and subcontractor of any tier shall not constitute a dispute to which the State or any county is a party, and there is no right of action against the State or any county. The State and a county may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

**8.6.6** The retention amount withheld by the contractor from its subcontractor shall be not more than the same percentage of retainage as that of the contractor (also applies to subcontractors who subcontract work to other subcontractors) where a subcontractor has provided evidence to the contractor of:

8.6.6.1 A valid performance and a payment bond for the project that is acceptable to the contractor and executed by a surety company authorized to do business in this State;

8.6.6.2 Any other bond acceptable to the contractor; or

8.6.6.3 Any other form of collateral acceptable to the contractor.

**8.6.7** A written notice of any withholding shall be issued to a subcontractor, with a copy to the procurement officer, specifying the following:

8.6.7.1 The amount to be withheld;

8.6.7.2 The specific causes for the withholding under the terms of the subcontract; and

8.6.7.3 The remedial actions to be taken by the subcontractor to receive payment of the amounts withheld.

**8.6.8** The provisions of this section shall not be construed to require payment to subcontractors of retainage released to a contractor pursuant to an agreement entered into with the contracting officer meeting the requirements of subsection 8.6.3.”

QQ. Under Article 8 – MEASUREMENT AND PAYMENT, modify section 8.7 WARRANTY OF CLEAR TITLE, by deleting section and substitute the following new section 8.7:

**“8.7 WARRANTY OF CLEAR TITLE** - The Contractor warrants and guarantees that all work and materials covered by progress payments made thereon shall be free and clear of all liens, claims, security interests or encumbrances, and shall become the sole property of the Department. This provision shall not, however, be construed as an acceptance of the work nor shall it be construed as relieving the Contractor from the sole responsibility for all materials and work upon which payments have been made or the restoration of any damaged work, or as waiving the right of the Department to require the fulfillment of all the items of the contract.”

RR. Under Article 8 – MEASUREMENT AND PAYMENT, modify section 8.8 – FINAL PAYMENT, by deleting subsection 8.8.1 and substitute the following new subsection 8.8.1:

**8.8.1** Upon final settlement, the final payment amount, less all previous payments and less any sums that may have been deducted in accordance with the provisions of the contract, will be paid to the contractor, provided the contractor has submitted the following documents with the request for final payment: a) a current “Certificate of Vendor Compliance” issued by the Hawaii Compliance Express (HCE); and b) an originally notarized Certificate of Compliance for Employment of State Residents signed under oath by an officer of the Contractor and applicable subcontractors pursuant to chapter 103B HRS. The Certificate of Vendor Compliance is used to certify the Contractor’s compliance with: a) Section 103D-328, HRS (for all contracts \$25,000 or more) which requires a current tax clearance certificate issued by the Hawaii State Department of Taxation and the Internal Revenue Service; b) Chapters 383, 386, 392, and 393, HRS; and c) Subsection 103D-310(c), HRS. The State reserves the right to verify that compliance is current prior to the issuance of final payment. Contractors are advised that non-compliance status will result in final payment being withheld until compliance is attained.

SS. Under Article 8 – MEASUREMENT AND PAYMENT, modify section 8.9 – CLAIMS ARISING OUT OF PAYMENT FOR REQUIRED WORK, by deleting section and substitute the following new section 8.9:

**“8.9 CLAIMS ARISING OUT OF PAYMENT FOR REQUIRED WORK** - If the Contractor disputes any determination made by the Contracting Officer regarding the amount of work satisfactorily completed, or the value thereof, or the manner in which payment therefore is made or calculated, it shall notify the Contracting Officer in writing of the specific facts

supporting the Contractor's position. Such notice shall be delivered to the Contracting Officer no later than thirty (30) days after the Contractor has been tendered payment for the subject work, or, if no payment has been tendered, not later than fifty (50) days after it has submitted the Monthly Payment Application required under Section 8.4 PROGRESS PAYMENTS herein to the Contracting Officer for the work that is the subject of the dispute. The delivery of the written notice cannot be waived and shall be a condition precedent to the filing of the claim. No claim for additional compensation for extra work or change work shall be allowed under this provision, unless the notice requirements of Article 4 SCOPE OF WORK have been followed. Acceptance of partial payment of a Monthly Payment Application amount shall not be deemed a waiver of the right to make a claim described herein provided the notice provisions are followed. The existence of or filing of a payment claim herein shall not relieve the Contractor of its duty to continue with the performance of the contract in full compliance with the directions of the Contracting Officer. Any notice of claim disputing the final payment made pursuant to Section 8.8 FINAL PAYMENT must be submitted in writing not later than thirty (30) days after final payment that is identified as such has been tendered to the Contractor."

TT. Add the attached Certification of Compliance for Employment of State Residents form to the Appendix.

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION (Not Used)**

**CERTIFICATION OF COMPLIANCE  
FOR  
EMPLOYMENT OF STATE RESIDENTS  
HRS 103B**

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

Agency Project No: \_\_\_\_\_

Contract No.: \_\_\_\_\_

As required by Hawaii Revised Statutes 103B – Employment of State Residents on Construction Procurement Contracts, I hereby certify under oath, that I am an officer of \_\_\_\_\_ and for the Project Contract indicated

(Name of Contractor or Subcontractor Company)

above, \_\_\_\_\_ was in compliance with

(Name of Contractor or Subcontractor Company)

HRS 103B by employing a workforce of which not less than eighty percent are Hawaii residents, as calculated according to the formula in the solicitation, to perform this Contract.

☐ I am an officer of the **Contractor** for this contract.

☐ I am an officer of a **Subcontractor** to this contract.

*CORPORATE SEAL*

\_\_\_\_\_  
(Name of Company)

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

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Title)

Subscribed and sworn to me before this  
\_\_\_\_ day of \_\_\_\_\_, 2010.

Doc. Date: \_\_\_\_\_ # of Pages \_\_\_\_\_ 1<sup>st</sup> Circuit

Notary Name: \_\_\_\_\_

Doc. Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Notary Public, 1<sup>st</sup> Circuit, State of Hawaii

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Signature Date  
NOTARY CERTIFICATION

END OF SECTION



## **SECTION 00800 - SPECIAL CONDITIONS**

### **PART 1 - GENERAL**

#### **1.01 GENERAL CONDITIONS**

- A. As specified in SECTION 00700 - GENERAL CONDITIONS: The *GENERAL CONDITIONS* and these *SPECIAL CONDITIONS* shall govern all work specified in all Divisions and Sections.
- B. Revisions to the *GENERAL CONDITIONS*: The following conditions included in this paragraph 1.01 B. and subparagraphs shall govern respective items in the published *INTERIM GENERAL CONDITIONS 1999 Edition* and in SECTION 00700 - GENERAL CONDITIONS, paragraph entitled REVISIONS TO THE GENERAL CONDITIONS.

Definitions – The following alterations shall be made to the Public Works Division, Department of Accounting & General Services, State of Hawaii INTERIM GENERAL CONDITIONS of the Contract as well as sections of the Technical Specifications, as applicable:

The title of “Financial Services Administrator” along with any reference in these bid documents to “Financial Services Administrator”, shall be read to mean the “Financial Services Administrator” of The Judiciary. The title of “Engineer” shall be read to mean the “Officer-in-Charge”, except when there is a question or discrepancy regarding the technical specifications and drawings, the title of “Engineer” shall be read to mean “Engineer Architect”. The designation “State” or “State of Hawaii” shall be read to mean “The Judiciary, State of Hawaii”.

- 1. Under ARTICLE 3 – AWARD AND EXECUTION OF CONTRACT, modify section 3.11 NOTICE TO PROCEED, by deleting subsection 3.11.4 and substitute the following new paragraph 3.11.4:

3.11.4 In the event the Notice to Proceed is not issued within one hundred and eighty (180) days after the date of the bid opening, the Contractor may submit a claim for increased labor and material costs (but not overhead costs) which are directly attributable to the delay beyond the first 120 days. Such claims shall be accompanied with the necessary documentation to justify the claim. No payment will be made for escalation costs that are not fully justified as determined by the State.”

#### **1.02 SUBSTITUTION REQUESTS**

- A. The written substitution requests will not be received prior to bid opening.

### **1.03 PROJECT CONTACT PERSON AND JUDICIARY CONTACTS**

- A. PROJECT CONTACT: For Contractor's access to the site to view conditions during bidding.

NAME: Roland Lagareta

POSITION OR TITLE: Court Operations Specialist

TELEPHONE NO.: (808) 539-4183

FAX NO.: (808) 539-4402

EMAIL: [roland.g.lagareta@courts.hawaii.gov](mailto:roland.g.lagareta@courts.hawaii.gov)

- B. PROJECT DESIGNATED (**OFFICER IN CHARGE**)

NAME: Ms. Dee Dee Letts

POSITION: Coordinator, Office of Project Management

TELEPHONE NO: (808) 538-5990

FAX NO.: (808) 539-4402

EMAIL: [deedee.d.letts@courts.hawaii.gov](mailto:deedee.d.letts@courts.hawaii.gov)

- C. NAME: Paul Kaneshiro

POSITION OR TITLE: Court Administrative Services Officer

TELEPHONE NO.: (808) 539-4351

EMAIL: [paul.t.kaneshiro@courts.hawaii.gov](mailto:paul.t.kaneshiro@courts.hawaii.gov)

- D. Websites: The Judiciary: <http://www.courts.state.hi.us>

### **1.04 BID SUBMITTAL**

- A. Bidders shall submit their Proposal, Tax Clearance and other applicable information to:

KELLY KIMURA

THE JUDICIARY, STATE OF HAWAII

Judiciary Contracts & Purchasing Office

1111 Alakea Street, 6<sup>th</sup> Floor

Honolulu, Hawaii 96813

EMAIL: [kelly.y.kimura@courts.hawaii.gov](mailto:kelly.y.kimura@courts.hawaii.gov)

### **1.05 CONFLICTS AND VARIATIONS**

- A. In the event of any conflict or variation between the provisions of this document entitled Special Provisions and the Specifications, the provisions of the document entitled Specifications shall control.

### **1.06 SPECIAL SCHEDULING OF CONSTRUCTION**

- A. Labor/Work Schedule: Contractor shall coordinate and schedule any weekend work through the Officer-in Charge.
- B. Contractor's Operations: The Contractor shall confine all construction operations to the immediate vicinity of the construction activity. All building materials, equipment, tools, etc., shall be stored at a site within the facility designated by the Officer-in-Charge, or offsite. All operations shall be carried on in such a manner that any inconvenience or disturbance be kept to a minimum.

- C. Security Measures: As this is a secure Court facility, all Contractor's and Subcontractor's personnel shall check-in daily with the Officer in Charge prior to starting work.
- E. Security Check: After the award of contract and before commencement of any on-site work, Contractor shall provide to the Officer-in-Charge, a list of all employees and vehicles to be used on the project site for security reasons. Information required are as follows (a form will be provided by the Contract Officer for security clearance use):
1. Employees: 1) Name, 2) Date of Birth and 3) Social Security Number.  
(**Note:** Information provided will be forwarded to the Office of the Sheriff to perform background checks, including obtaining any criminal abstracts. We will not disclose the social security numbers and dates of birth to any other person or entity, unless it is mandated by a court or administrative order, or specific law. If we determine that an individual or individuals pose a security risk as a result of the background check, we reserve the right to take appropriate action, such as requesting that you exclude an employee from providing on-site services at our facilities.)
  2. Motor Vehicles: Make, Year, color, license number, insurance company, insurance policy number and expiration date. This information is required to secure passes for permission to operate such vehicles on The Judiciary grounds.
  3. The list of Contractor's employees and motor vehicles shall be kept current at all times. New workmen or vehicles cannot enter the job site until receipt of clearance is obtained from the Officer-in-Charge. Workmen or vehicles found on site without proper identification shall be removed immediately.

#### **1.07 LIQUIDATED DAMAGES**

- A. Refer to INTERIM GENERAL CONDITIONS, 1999 EDITION.

#### **1.08 WATER, ELECTRICITY AND TELEPHONE**

- A. The Contractor may use the facility's water and electricity during construction of this project at no additional cost, provided they are not misused. If misuse is discovered, the facility will deny further use, and the Contractor shall make other arrangements

#### **1.09 PARKING POLICY FOR CONTRACTOR**

- A. Since work is limited to non-operational hours (**before 7:45 AM and after 4:30 PM and all day weekends**) contractor may use any parking spaces available in the building "loading dock" area accessible from Reed Lane.

#### **1.10 DELIVERIES, LOADING AND UNLOADING**

- A. Contractor shall load and unload in the "loading dock." Since work is limited to non-operational hours (**before 7:45 AM and after 4:30 PM and all day weekends**) contractor may use the building "loading dock" area during non-operational hours.

#### **1.11 TOILET ACCOMMODATIONS**

- A. The workers may use the public toilet facilities designated by the Officer-in-Charge; however, they shall be instructed to keep same clean and in a sanitary condition at all times.

#### **1.12 PROTECTIONS OF PROPERTY**

- A. The Contractor shall continually maintain adequate protection of all its work from damage and shall protect all property, including but not limited to buildings, equipment, furniture, grounds, vegetation, material, utility systems located at and adjoining the jobsite. The Contractor shall repair, replace, or pay the expense of repair of damages resulting from his fault or negligence.

#### **1.13 USE OF POWER DRIVEN EQUIPMENT**

- A. The Contractor is cautioned to take all necessary precautions to protect the staff members, occupants of the building, and the public whenever power driven equipment is used.

#### **1.14 SAFETY**

- A. The Hawaii Occupational Safety and Health Law, Chapter 396, Hawaii Revised Statutes, effective May 16, 1972, as amended, is applicable and made a part of the contract.
- B. The Contractor shall carefully read and strictly comply with its requirements.

#### **1.15 CLEAN-UP OF PREMISES**

- A. The Contractor shall clean-up and remove from the premises all debris accumulated from operations on a daily basis. See also Interim General Conditions.

#### **1.16 RESPONSIBILITY**

- A. The Judiciary will hold the Contractor liable for all acts of the subcontractors and shall deal only with it (the Prime Contractor) in matters pertaining to other trades employed on the job. The Contractor shall be responsible for coordinating the work of all trades on the job.
- B. Should the Contractor discover any discrepancies in the specifications, it shall immediately notify the Officer In Charge before proceeding any further with the work; otherwise, he will be responsible for any costs involved in correction of work installed due to such discrepancy.

### **1.17 DIVISION OF THE WORK**

- A. The division and sections into which these specifications are divided shall not be construed an accurate or complete segregation of work by trades. This also applies to all work specified within each section

### **1.18 PLANS AND SPECIFICATIONS**

- A. The Contractor shall not make alterations in the specifications. In the event it discovers any errors or discrepancies, the Contractor shall immediately notify the Officer In Charge in accordance with the Interim General Conditions.
- B. Where devices, or items, or parts thereof are referred to in the singular, it is intended that such reference shall apply to as many such devices, items, or parts as are required to properly complete the work.
- C. Specifications are prepared in abbreviated form and include incomplete sentences. Omission of work or phrases such as "The Contractor shall", "a", "an", and "the" are intentional. Omitted words and phrase shall be provided by inference to form complete sentences.

### **1.19 SPECIALTY CONTRACTOR'S AND SUBCONTRACTOR'S LICENSE**

- A. Contractor shall be solely responsible to assure that all the specialty licenses required to perform the work are covered by the Contractor or its Subcontractor(s) or joint Contractors.

### **1.20 WORKING HOURS**

- A. The regular working hours for this project is from 7:45 AM to 4:30 PM Monday through Friday, excluding State Holidays, unless otherwise noted or restricted under SECTION 01100 - PROJECT REQUIREMENTS. In the event of conflict, the working hours provisions of specification SECTION 01100 - PROJECT REQUIREMENTS shall govern over this item 1.06.
- B. The Contractor may be given approval to work beyond the regular hours including Saturdays, Sundays, State Holidays, night work, or after hours under the provisions of the GENERAL CONDITIONS, Article 7 - PROSECUTION AND PROGRESS, Section 7.10, OVERTIME AND NIGHT WORK and under specifications SECTION 01100 - PROJECT REQUIREMENTS.

### **1.21 SPECIFIC PROJECT REQUIREMENTS**

- A. Permits - Permits are not required for this project.

## **PART 3 - EXECUTION**

### **3.01 FINAL PAYMENT REQUIREMENTS**

- A. In addition to the requirements in the GENERAL CONDITIONS "Final Payment" section, the Contractor shall submit:
  - 1. Tax clearance certificate from DOTAX and IRS, current within one month of the issuance date; and
  - 2. An originally signed Certificate of Compliance for Final Payment (SPO Form - 22), affirming that the Contractor remained in compliance with all laws as required by (§3-122-112 HAR). A Contractor making a false affirmation shall be suspended and may be debarred pursuant to section 103D-702, HRS.
- B. For identification purposes a copy of the SPO Form – 22 (11/03) is attached. Please note that the current version should be downloaded from the State Forms Website.

**CERTIFICATION OF COMPLIANCE  
FOR FINAL PAYMENT (Reference §3-122-112, HAR)**

Reference: \_\_\_\_\_  
(Project Name)

\_\_\_\_\_  
(Company Name) affirms it is in  
compliance with all laws, as applicable, governing doing business in the State of  
Hawaii to include the following:

1. Chapter 383 HRS Hawaii Employment Security Law - Unemployment Insurance;
2. Chapter 386 HRS Workers' Compensation Law;
3. Chapter 392 HRS Temporary Disability Insurance;
4. Chapter 393 HRS Prepaid Health Care Act; and
5. maintains a "Certificate of Good Standing" from the Department of Commerce and  
Consumer Affairs, Business Registration Division.

Moreover, \_\_\_\_\_  
(Company Name)  
acknowledges that making a false statement shall cause its suspension and may  
cause its debarment from future awards of contracts.

Signature \_\_\_\_\_

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

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

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

**(Contractor's Instructions:** Download PDF form from State Forms Website:  
<http://www4.hawaii.gov/StateForms/ShowForm.cfm?&ShowAll=Yes> When the  
Forms Page opens, Select and print form22pdf. Provide manual signature by  
same individual that signs the Bid Form Signatory sheet.)

END OF SECTION

## DIVISION 1 - GENERAL REQUIREMENTS

### SECTION 01100 - PROJECT REQUIREMENTS

#### PART 1 - GENERAL

##### 1.01 WORK COVERED BY CONTRACT DOCUMENTS

- A. The work generally consists of removing wall covering in the Jury Deliberation Rooms for Courtrooms 1 through 18 on the 3<sup>rd</sup> and 4<sup>th</sup> floors of Ka`ahumanu Hale. All walls from which wall covering has been removed, shall be repaired, patched, sanded, primed, and painted. Existing carpet in all of the Jury Deliberation rooms will be removed and new modular carpet (tiles) provided and installed. New vinyl cove base will be provided and installed on all newly painted walls.
1. Project Location: Ka`ahumanu Hale, 777 Punchbowl Street, Honolulu, Oahu, Hawai`i.
  2. Project Title: Ka`ahumanu Hale, Jury Deliberation Room Upgrades
- B. The Base Bid consists of the following elements:
1. The work at Ka`ahumanu Hale consists of the following as described below in the areas shown on Drawings/Maps "Ka`ahumanu Hale" Floors three and four attached:
    - a. **Wall Paper Removal**  
Remove wall covering in the Jury Deliberation rooms on the 3<sup>rd</sup> and 4<sup>th</sup> floors of Ka`ahumanu Hale.
    - b. **Wall Repairs**  
Once the wall covering has been removed, chipped and damaged concrete and drywall will be repaired and made ready for painting.
    - c. **Painting**  
All walls will be painted. Paint color to be selected by the Judiciary after the award of the contract. Contractor will comply with the **attached Section 09910** specifications for painting, products, preparation and application.
    - d. **Carpet Removal and Carpet Tile Installation**  
Existing carpet will be removed and new carpet tiles furnished and installed per manufacturer's specifications. Contractor will comply with the **attached Section 09681** for carpet requirements, installation, submittals and warranties.
    - e. **Cove Base**  
Furnish and install new, 4 inch vinyl cove base on all painted walls. Cove base color to be selected by the Judiciary after award of the contract.



## **1.02 SPECIFICATION FORMATS AND CONVENTIONS**

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated and include incomplete sentences. Omission of words or phrases such as “the Contractor shall”, “a”, “an”, and “the” are intentional. Omitted words and phrases shall be provided by inference to form complete sentences. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred, as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates. Where devices, or items, or parts thereof are referred to in the singular, it is intended that such reference shall apply to as many such devices, items or parts as are required to properly complete the Work.
  2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.
    - a. The words “shall”, “shall be”, or “shall comply with”, depending on the context, are implied where a colon (:) is used within a sentence or phrase.
  3. Abbreviations and Acronyms for Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale Research’s “Encyclopedia of Associations” or in Columbia Books’ “National Trade & Professional Associations of the U.S.”.
- B. Terms
1. Directed: Terms such as “directed”, “requested”, “authorized”, “selected”, “approved”, “required”, and “permitted” mean directed by Contracting Officer, requested by Contracting Officer, and similar phrases.
  2. Indicated: The term “indicated” refers to graphic representations, notes, or schedules on drawings or to other paragraphs or schedules in specifications and similar requirements in the Contract Documents. Terms such as “shown”, “noted”, “scheduled”, and “specified” are used to help the user locate the reference.
  3. Furnish: The term “furnish” means to supply and deliver to project site, ready for unloading, unpacking, assembly, and similar operations.
  4. Install: The term “install” describes operations at project site including unloading, temporary storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
  5. Provide: The terms “provide” or “provides” means to furnish and install, complete and ready for the intended use.

6. **Installer:** An installer is the Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-Subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
7. **Submit:** Terms such as “submit”, “furnish”, “provide”, and “prepare” and similar phrases in the context of a submittal, means to submit to the Contracting Officer.

**C. Industry Standards**

1. **Applicability of Standards:** Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
2. **Publication Dates:** Comply with standards in effect as of date of the Contract Documents, unless otherwise indicated.
3. **Conflicting Requirements:** If compliance with 2 or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Contracting Officer for a decision before proceeding.

**1.03 CONTRACT**

- A. Refer to SECTION 00800 - SPECIAL CONDITIONS for other contract conditions.
- B. **Construction Window: (Not Used)**
- C. **Project Schedule: (Not Used)**

**1.04 WORK SEQUENCE**

- A. The Work will be conducted in a single construction phase

**1.05 USE OF PREMISES AND WORK RESTRICTIONS**

- A. **General:** The Contractor is notified that the entire building will generally remain operational throughout the entire duration of the project.
- B. The Contractor shall schedule and perform his work and operations to conform to the requirements of The Judiciary (including requirements for the schedule and hours of the court, noise restrictions and security requirements described elsewhere), and in such a manner as to minimize inconvenience, hazards and disturbance upon the building’s occupants and to ensure their safety.
  1. Coordinate construction, shutdown and schedules with the Project Contact Person and Contracting Officer.
  2. All building areas (e.g. courtrooms, Jury Deliberation rooms, offices, etc.) shall be fully operational at the end of utility shutdown periods.
  3. As the building area will remain operational throughout the entire duration of the project, safe access and egress around the project site shall be maintained at all times.

4. Disruptions of access, etc. shall be coordinated in writing with the Project Contact Person and Contracting Officer. Disruptions shall also be identified in the work schedule.
  5. The Contractor shall provide construction aids as necessary to maintain normal operations of the building and to protect the public and staff.
- C. As the building will be operational during the duration of the project, on-site parking, storage and staging, etc. will be limited.
1. Coordinate construction, shutdown and schedules with the Project Contact Person and Contracting Officer.
- D. Contractor's use of premises is restricted as follows:
1. Construction Times and Schedule:
    - a. Night, weekend and overtime work is allowed unless restricted elsewhere.
    - b. No work will be allowed on project site between 7:30 AM to 4:30 PM from Monday through Friday.
    - c. In order to insure that the courts continue to function and provide their services, all work must be done **before or after** normal facility business hours. Normal facility business hours are 7:45 AM through 4:30 PM, Monday through Friday, excluding State and Federal holidays. **All areas under construction shall be clean by the start of the next business day at 7:45 AM.**
  2. Site Access and Parking:
    - a. Parking: Parking for the Contractor's employees (or Subcontractors) will be limited to the available areas within the designated Project Contract Limits or in areas designated by the Contracting Officer. Do not use parking stalls in regularly designated parking zones within the Facility grounds. Unauthorized vehicles parked in marked stalls and in any area outside of the designated project construction site will be subject to towing at the Contractor's expense.
    - b. Maintain access to the Loading area.
  3. Sanitation:
    - a. Use of the building's toilet facilities will be restricted to **public toilet** facilities. These facilities are located in the public area outside the courtrooms. Do not use the "Staff" toilets located in the back hallways. Failure to keep such facilities clean and neat will subject the Contractor to loss of privilege.

4. Noise and Dust Control:

- a. In adjacent locations surrounding the project site, noise, dust and other disrupting activities, resulting from construction operations, are detrimental to the conduct of Judiciary activities. Therefore, Contractor shall monitor its construction activities. Exercise precaution when using equipment and machinery to keep the noise and dust levels to a minimum.

5. Other Conditions:

- a. Arrange for construction debris and trash to be removed from the project site daily (includes the "loading dock").
- b. Operate machinery and equipment with discretion and with minimum interference to driveways and walkways. Do not leave machinery and equipment unattended on roads and driveways.
- c. No space for storage of material or equipment on site. Contractor to transport to and from site as needed.
- d. Keep access roads to the project site free of dirt and debris. Provide, erect and maintain lights, barriers, signs, etc. when working on roads, driveways and walkways to protect pedestrians and moped/bicycle riders. Obey traffic and safety regulations.

E. Security Provisions:

1. Security Checks:

- a. After award and before commencement of any work on The Project, Contractor shall submit for a security check a list of the names, dates of birth, and Social Security Numbers of all workers planned to work on the site. Any worker who has a previous record of any felonious or any conviction for such offenses other than minor traffic offenses will not be permitted to work on this project. The list of workers shall be kept current at all times. Workers shall not enter the jobsite until receipt of clearance is obtained from the Contracting Officer. Workers shall not enter the jobsite until receipt of clearance is obtained from the Contracting Officer. Workers found on the site without proper clearance will be removed immediately. Workers shall exchange picture identification for a Visitor Badge upon entry and shall maintain this Badge visibly on their person at all times. Worker lists may be transmitted Attn: Contracting Officer via fax to (808) 539-4402 during normal operational hours. Note that it may take up to five business days lead time before workers receive clearance.

2. Sheriff Oversight:
  - a. All movements of the Contractor's employees into and within the building will be subject to control by the Sheriff's Division. The Contractor, his agents or employees shall be subject to personal search whenever the Sheriffs Division deems such action necessary for the safety of the building. This shall also include the inspection of lunch boxes, toolboxes, clothing and equipment. Introduction or possession of weapons, narcotics, alcoholic beverages, or contraband to the project site is prohibited.
  - b. When work is performed outside the normal operating hours (7:45 AM – 4:30 PM) of the Judiciary (or users operations), only a single entry to the building will be permitted and a Special Duty Officer (Deputy Sheriff) shall be stationed at this entrance throughout the period that it is open. All construction workers must remain in line-of-sight of a Deputy Sheriff. Workers moving from on work area to another must be accompanied by a Sheriff in order to comply with this requirement. The Contractor shall be restricted to the area of construction and shall at no time enter other areas unless granted permission by the Sheriff's Deputy on duty. Contact and arrange with the Department of Public Safety, Sheriff's Division, Special Duty Coordinator Deputy Kirk Enos (telephone (808) 587-3663 or cellular (808) 285-6001) and the Sheriff's office for the locations where the project is to be constructed to provide the security personnel. Make arrangements at least 48 hours before security personnel are required. Special Duty Officer charges are [\$30.00] per hour or fraction thereof (minimum of quarter hour increments), for a minimum of 4 hours. If the situation requires more Sheriffs, each additional Sheriff will be paid at the same hourly rate. A Sergeant at an hourly rate of [\$35.00] will be required for every four Sheriffs and a Lieutenant at an hourly rate of [\$40.00] will be required for every three Sergeants. If the Sheriff's office receives less than 12 hours' notice for cancellation of scheduled security services, a minimum of four hours per Sheriff will be assessed to the requester. Pay for Sheriffs costs as part of the contract. Payment shall be made directly to the Special Duty Officer within 5 days of receipt after the Officer fills out a W-9 form on the jobsite.
  - c. In addition to contacting the Special Duty Coordinator, contact the Sheriff's Office with local jurisdiction over the project building as follows:
    1. Circuit Court: Lieutenant Robin Nagamine (808) 539-4597
  - d. Note that the Sheriff's Offices do not possess keys for access to the building such that arrangements must be made with Contracting Officer (808) 539-4351 and/or the Project Contact (808) 539-4183 to provide keys or the means for access to the building after normal working hours.

3. Tool, Material and Equipment Controls:
  - a. All hand tools, cables, ropes and other implements shall be transported and retained, except when in use, in approved, locked tool boxes. At all times, tools shall be subject to inventory by the Sheriff's Deputies. During the progress of the work, care shall be taken that no tool is left unguarded or unattended at any time. It is an urgent matter that missing tools, equipment, etc. be reported immediately to those in authority. Material and equipment shall be brought into the work area through entrance as approved by those in authority and shall be carried to and stored in limited areas as approved. Introduction or possession of weapons, narcotics, alcoholic beverages, or contraband to the project site is prohibited.
  - b. Explosives, explosive devices or any equipment associated with a system that could be used as an explosive shall not be allowed.
4. Exterior Openings, Scaffolding, Ladders, Temporary Enclosures, Staging, Lifting and Safety Devices:
  - a. Ensure that there are no openings in the walls/windows, roofs/doors of the building where unlawful entry in the building is possible. All exterior openings which have been opened for construction shall be securely closed at the end of the Contractor's weekend workday, unless otherwise directed by the Judiciary. Scaffolding, ladders and other equipment used for vertical access must be removed from all courtrooms, vestibules, chambers, court staff offices and all public and private hallways and areas at the end of the Contractor's weekend workday. Unless otherwise directed by the Judiciary.

#### **1.06 WORK UNDER OTHER CONTRACTS**

- A. Separate Contract: The Judiciary may execute a separate contract for certain construction at the project site that was not known at the time Offers were submitted.
- B. Cooperate fully with separate Contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract.

END OF SECTION

## **SECTION 01310 - PROJECT MANAGEMENT AND COORDINATION**

### **PART 1 - GENERAL**

#### **1.01 SUMMARY**

- A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
  - 1. General project coordination procedures.

#### **1.02 PERFORMANCE AND COORDINATION**

- A. Contractor is in charge of the Work within the Project Contract Limits, and shall direct and schedule the Work. Include general supervision, management and control of the Work of this project, in addition to other areas more specifically noted throughout the Specifications. Final responsibility for performance, interface, and completion of the Work and the Project is the Contractor's.
- B. The Contractor is responsible for jobsite Administration. Provide a competent superintendent on the job and provide an adequate staff to execute the Work. In addition, all workers shall dress appropriately and conduct themselves properly at all times. Loud abusive behavior, sexual harassment and misconduct will not be tolerated. Workers found in violation of the above shall be removed from the job site as directed by the Officer in charge.
- C. The Judiciary will hold the Contractor liable for all the acts of Subcontractors and shall deal only with the Prime Contractor in matters pertaining to other trades employed on the job.

#### **1.03 COOPERATION WITH OTHER CONTRACTORS**

- A. The Judiciary reserves the right at any time to contract for or otherwise perform other or additional work within the Project Contract Limits. The Contractor of this project shall to the extent ordered by the Officer in charge, conduct its work so as not to interfere with or hinder the progress or completion of the work performed by the Judiciary or other Contractors.

#### **1.04 COORDINATION WITH OTHER PRIME CONTRACTORS**

- A. Multiple prime Contractors performing work under separate agreements with the Judiciary may be present near the project location, adjacent to and abutting the Project Contract Limits. This Contractor shall coordinate activities, sequence of work, protective barriers and any and all areas of work interfacing with other Prime Contractor's work. Contractor shall provide a continuity of finishes, walks, landscape, etc. at abutting Contract Limits so no additional work will be required. Any damage to other Prime Contractor's Work committed by this Contractor (or its Subcontractor) shall be repaired promptly at no additional cost to the Judiciary.

- B. Coordinate Subcontractors and keep them informed of any work from the other Projects that may affect the site or the Subcontractor's work. If the Contractor has any questions regarding its coordination responsibilities or needs clarification as to the impact in scheduling of its work and the work of other projects, this Contractor shall notify the Officer in charge in writing.
- C. Subject to approval by the Officer in charge, this Contractor shall amend and schedule its work and operations to minimize disruptions to the work and operations of other projects.
  - 1. Relocate or remove and replace temporary barriers, fencing supports or bracing to allow work by others to proceed unimpeded. Do not remove required barriers supporting work until specified time or as approved by the Officer in charge. This does not relieve the Contractor of the responsibility of proper coordination of the work. If directed by the Officer in charge, leave in place any temporary barriers.
  - 2. Coordinate work that abuts or overlaps work of the other projects with the Officer in charge and other Prime Contractors to mutual agreement so that work is 100 percent complete with continuity of all materials, systems and finishes.
  - 3. When directed by the Officer in charge, provide access into the construction zone to allow the other project's Contractor(s) to perform their Work and work that must be interfaced.
  - 4. Contractor shall adjust and coordinate its Work and operations as required by the other projects as part of the Work of this contract without additional cost or delay to the Judiciary.
  - 5. When directed by the Officer in charge provide a combined Contractor's construction schedule.
- D. Other Contracts: If known, they are listed in SECTION 01100 - PROJECT REQUIREMENTS.

END OF SECTION



## **SECTION 01700 - EXECUTION REQUIREMENTS**

### **PART 1 - GENERAL**

#### **1.01 SUMMARY**

- A. This Section includes general procedural requirements governing execution of the Work including the following:
  - 1. Construction layout.
  - 2. General installation of products.
  - 3. Progress cleaning.
  - 3. Starting and adjusting.
  - 5. Protection of installed construction.
  - 6. Correction of the Work.
- B. Related Sections
  - 1. SECTION 01770 - CLOSEOUT PROCEDURES.

#### **1.02 NOTIFICATION**

- A. Contact the Officer in Charge (Dee Dee Letts - Phone: 538-5990 – email: [deedee.d.letts@courts.hawaii.gov](mailto:deedee.d.letts@courts.hawaii.gov)) at least 3 working days prior to starting any onsite work.

#### **1.03 PROJECT AND SITE CONDITIONS**

- A. Disruption of Utility Services: Prearrange work related to the temporary disconnection of electrical and other utility systems with the Project Contact Person listed above. Unless a longer notification period is required elsewhere in the Contract Documents, notify the Project Contact Person at least 15 days in advance of any interruption of existing utility service. Time and duration of interruptions are subject to the Officer in charge's approval. Keep the utility interruptions and duration to a minimum so as not to cause inconvenience or hardship to the facility.
- C. Contractor's Operations - Provide means and methods to execute the Work and minimize interruption or interference to the facility's operations. Rearrange the construction schedule when construction activities result in interruptions that hamper the operations of the facilities.
- E. Maintain safe passageway to and from the facility's occupied buildings, rooms and other occupied spaces for the using agency personnel and the public at all times.

#### **1.04 EXAMINING THE SITE**

- A. Contractor and Subcontractors are expected to visit the site and make due allowances for difficulties and contingencies to be encountered. Compare contract documents with work in place. Become familiar with existing conditions, the conditions to be encountered in performing the Work, and the requirements of the drawings and specifications.
- B. Verify construction lines, grades, dimensions and elevations indicated on the drawings before any clearing, excavation or construction begins. Bring any discrepancy to the attention of the Officer in charge, and make any change in accordance with the Officer in charge instruction.
- C. Obtain all field measurements required for the accurate fabrication and installation of the Work included in this Contract. Verify governing dimensions and examine adjoining work on which the Contractor or Subcontractor's work is in any way dependent. Submit differences discovered during the verification work to the Officer in Charge for interpretations before proceeding with the associated work. Exact measurements are the Contractor's responsibility.
- D. Furnish or obtain templates, patterns, and setting instructions as required for the installation of all Work. Verify dimensions in the field.
- E. Contractor shall accept the site and the existing building in the condition that exists at the time access is granted to begin the Work. Verify existing conditions and dimensions shown and other dimensions not indicated but necessary to accomplish the Work.
- F. Locate all general reference points and take action to prevent their destruction. Lay out work and be responsible for lines, elevations and measurements and the work executed. Exercise precautions to verify figures and conditions shown on drawings before layout of work.

#### **1.05 FIELD MEASUREMENTS**

- A. Take field measurements to fit and install the Work properly. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress.
- B. Review of Contract Documents and Field Conditions: Submit a Request For Information (RFI) immediately upon discovery of the need for clarification of the Contract Documents. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents.

## **1.06 INSTALLATION**

- A. Install materials, items, fixtures required by the various Divisions and Sections of the Specifications in accordance with Contract Documents, by workers specially trained and skilled in performance of the particular type of work, to meet guarantee and regulatory agency requirements. Should the specifications be void of installation requirements, install the materials, items, and fixtures in accordance with the manufacturer's current specifications, recommendations, instructions and directions.

## **1.07 CLEANING**

- A. General: Clean the Project site and work areas daily. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.
  - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
  - 2. Do not hold waste more than 7 days unless approved otherwise by the Contracting Officer.
  - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
  - 1. Remove liquid spills promptly.
  - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use only cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.

END OF SECTION

## **SECTION 01770 - CLOSEOUT PROCEDURES**

### **PART 1 - GENERAL**

#### **1.01 SUMMARY**

- A. This Section includes administrative and procedural requirements for contract closeout, including the following:
  - 1. Project Record Documents.
  - 2. Operation and Maintenance Manuals.
  - 3. Warranties.
  - 4. Instruction for The Judiciary's personnel.
- B. Related documents include the following:
  - 1. SECTION 01700 - EXECUTION REQUIREMENTS.

#### **1.02 SUBSTANTIAL COMPLETION**

- A. Preliminary Procedures: Before requesting a Final Inspection to determine Substantial Completion, complete the following items in addition to requirements of Article 7 of the GENERAL CONDITIONS.
  - 1. Submit specific warranties, final certifications, and similar documents.
  - 2. Submit the O&M Manual(s) for review.

#### **1.03 FINAL COMPLETION**

- A. Preliminary Procedures: Within 10 days from the Project Acceptance Date, complete the following items in addition to requirements of GENERAL CONDITIONS Article 7 PROSECUTION AND PROGRESS:
  - 1. Instruct the Judiciary's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training media materials.

#### **1.04 WARRANTIES**

- A. Submittal Time: Submit written manufacturer's warranties at request of the Officer in charge for designated portions of the Work where commencement of warranties other than Project Acceptance date is indicated.
- B. Provide [2] sets of manufacturer's warranties that exceed one year and one CD as part of the closing document submittals. Provide additional copies of each warranty to include in operation and maintenance manuals.

## **PART 3 - EXECUTION**

### **3.01 DEMONSTRATION AND TRAINING**

- A. Instruction: Instruct the Judiciary's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
  - 1. Provide instructors experienced in operation and maintenance procedures.
  - 2. Provide instruction at mutually accepted times.

### **3.02 FINAL CLEANING**

- A. General: Provide final cleaning. In addition to requirements of Article 7 of the GENERAL CONDITIONS conduct cleaning and waste-removal operations to comply with local laws and ordinances and federal and local environmental and antipollution regulations.
- B. Cleaning: Complete the following cleaning operations before requesting final inspection for entire Project.
  - 1. Clean Project site.
  - 2. Remove tools, construction equipment and surplus material from Project site.
  - 3. Leave Project clean and ready for occupancy.

END OF SECTION

## **SECTION 09681 – CARPET TILE**

### **PART 1- GENERAL**

#### **1.01 RELATED DOCUMENTS**

The General Conditions of the contract apply to the work specified in this section

#### **1.02 DESCRIPTION OF WORK**

- A. This Section includes carpet tile and accessories.

#### **1.03 SUBMITTALS**

- A. Product Data: Provide manufacturer's written data on physical characteristics, certifications, durability, and fade resistance. Include installation methods and replacement instruction.
- B. Samples: For each of the following products and for each color and texture required. Label each sample with manufacturer's name, material description, color, pattern, and designation indicated on Drawings.
  - 1. Carpet Tile: Three (3) each full size Samples.
  - 2. Exposed Transition Stripping and Accessory: two (2) each, 12-inch minimum long.
- C. Layout Drawings: Show layout of each carpet type installation, at 1/8" scale.
- D. Maintenance Data: For carpet tile include the following:
  - 1. Methods for maintaining carpet tile, including cleaning and stain-removal products and procedures and manufacturer's recommended maintenance schedule.
  - 2. Precautions for cleaning materials and methods that could be detrimental to carpet tile.
  - 3. MSDS Sheets
- E. Manufacturer's Warranty: Furnish two (2) copies of a written (10) ten-year minimum wear warranty to replace carpet tile that does not comply with requirements or that fails within specified warranty period. The manufacturer will furnish and install new replacement carpet meeting these specifications at no cost to the Judiciary.

- F. Work Schedule: Submit 6 copies indicating date, time and location for Project Contact's approval at least two weeks before any work is started.

#### **1.04 QUALITY ASSURANCE**

- A. Flooring Contractor's Qualifications: Firm with not less than 5 consecutive years of experience in installation of commercial carpeting of type, quantity and installation methods similar to work of this section.
- B. Manufacturer's Qualifications: Firm (carpet mill) with not less than 5 consecutive years of production experience with carpet similar to type specified in this section; whose published product literature clearly indicates general compliance of products with requirements of this section.
- C. Measurement Verification: Square footages shown on drawings are approximate. It is the Flooring Contractor's responsibility to verify all dimensions and job site conditions; order sufficient yardage to fully carpet areas as indicated and to fill overage requirements as specified. No substitutions shall be permitted to make up for any shortage of material in overage or in carpet to be installed.
- D. Flooring Contractor shall be totally responsible for the accuracy of his measurements of total yardage, individual floor yardage, and dye lot yardage requirements and extra yardage for pattern match; no additional compensation shall be allowed for shortage of materials.
- E. Dye Lots: All carpet of the same type in continuous areas shall be from the same dye lots.
- F. The Judiciary reserves the right to test carpet at their expense to verify that the delivered carpet is as specified. If carpet does not meet specifications, manufacturer will reimburse the Judiciary the testing expense and the carpet may be rejected.

#### **1.05 PROJECT CONDITIONS**

Do not install carpet tile over cementitious underlayment until cementitious underlayment has cured and is sufficiently dry to bond with adhesive and has pH range recommended by carpet tile manufacturer.

#### **1.06 EXTRA MATERIALS**

Furnish extra materials described below, before installation begins, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents. Deliver to a storage area designated by the Project Contact.

Carpet Tile: Full-size units equal to three (3%) percent, but not less than two dozen (24) full size tile pieces, of amount installed for each type.

## **PART 2- PRODUCTS**

### **2.01 ASBESTOS PROHIBITION:**

No asbestos containing materials or equipment shall be used under this section. The contractor shall ensure that all materials and equipment incorporated in the project are asbestos-free.

### **2.02 CARPET MODULAR TILE SELECTIONS**

- A. Jury Deliberation Rooms - **Mohawk Group** - First One Up; 7868 Transitory

### **2.03 CARPET MODULAR TILE SPECIFICATIONS**

- A. Jury Deliberation Rooms: **Mohawk Group** - First One Up; 7868 Transitory
1. Construction: Tufted
  2. Surface Texture: Textured Patterned, Loop
  3. Stitches per inch: 9.0
  4. Gauge: 1/12
  5. Pile Thickness: .109
  6. Density: 7,266 oz. per cubic yard (per ASTM D-418)
  7. Face Yarn: Color Strand Nylon
  8. Protective Treatment: Topical Stain Protection
  9. Yarn Weight: 22 oz. per Square Yard
  10. Dye System: SDN
  11. Backing Material: EcoFlex ICT Thermobond
  12. Size: 24"X 24"
  13. Dye System: SDN/Yarn
  14. Backing Material: EcoFlex ICT Thermobond
  15. Size: 24"X 24"

### **2.04 WARRANTY**

- A. General Warranty: Provide special warranty, signed by Flooring Contractor, and Carpet Manufacturer, agreeing to repair or replace defective materials and workmanship of carpeting work during a minimum 10 year warranty period following date of Substantial Completion. Preference may be given to lifetime stain and backing warranted products. Attached copies of product warranties as required in Part 1, item 1.03-E of this specification section for warranties required.



- B. Ten-year minimum Carpet Tile Wear Warranty: Warranty insuring that carpet tile is dimensionally stable (no cupping, dishing, or dimension changed), no delaminating and that no less than 90% of the pile fiber will be retained when properly installed and maintained, and should the wear exceed ten percent (10%) in five years, the manufacturer will furnish and install new replacement carpet meeting these specifications at no cost to the Judiciary.
- C. Certification: Manufacturer's certification that carpet passes the Federal Flammability Standard DOC-FF-1-70 and Radiant Panel Test ASTM E 648-88.
- D. ENVIRONMENTAL ATTRIBUTES – LEED Criteria
  - 1. Environmental claims by manufacturer must comply with FTC guidelines.
  - 2. Sustainable Content: Carpet must contain 35% post-consumer recycled content based on total product weight.
  - 3. Carpet Face Yarn: In accordance with Executive Order 13101, carpet face yarn must be third party certified as an Environmentally Preferred Product (EPP).
  - 4. Low Emitting Materials: Carpet and all installation components including adhesives, sealers, seam welds and seam sealers must meet the *Low Emitting Materials* standards as outlined in U.S. Green Building Council LEED criteria. Adhesives must meet VOC emissions standards per South Coast Air Quality Management District Rule #1168.
  - 5. End of Life Reclamation: Carpet must have an existing methodology actively in place to achieve landfill diversion.

## **2.05 CATIONIC STAIN RESISTANCE**

Stain resistant properties must be permanent and not removable by commercial cleanings or abrasive wear. Under GSA requirements stain resistant carpets must score no less than 8.0 (10.0 is the best) on the AATCC Red 40 Stain Scale. Test sample must first be exposed to 100 revolutions on the Taber Abrader (1,000-gram weight per H-18 wheel) and then abraded area must be stain tested using AATCC test method 175. Topical stain resistant treatments will not be acceptable. Stain resistant properties must be inherent.

## **2.06 PERFORMANCE**

- A. Static Control: 30 KV when tested under Standard Shuffle test (70) degrees, 20% RH
- B. NBS Smoke Chamber NFPA 258: Less than 450 Flaming Mode
- C. Color Fastness
  - 1. Light fastness - AATCC 16E-1982 - Dark color: Gray scale rating of 4 or better after 160 standard fading hours as compared to AATCC Gray Scale for evaluation change in color.
  - 2. Ozone and Gas - AATCC 129-1981 - Rating 3 or better per color AATCC transference scale.

- D. Flammability: PDOC-FF-1-70 Pill Test – Passes. Floor Radiant Panel: Meets NFPA Class 1 when tested per ASTM-E-648 glue down
- E. Indoor Air Quality: Manufacturer must demonstrate that carpet is certified under the CRI Green Label Plus Program.

## **2.07 ADHESIVE/ACCESSORIES**

- A. Adhesives: Waterproof, non-flammable carpet adhesive recommended and approved by carpet manufacturer in writing for compatibility with carpet backing. All floor sealers, seam sealers, and adhesives shall contain no calculated solvents per OSHA Regulation 29 CFRE 1910.1200, have no calculated VOC's, be non-flammable, and meet the criteria of the CRI Green Label Plus Certification Program. MSDS and samples required on products used.
- B. Miscellaneous Materials: As recommended and approved in writing by manufacturer of carpet, and selected by Flooring Contractor to meet project circumstance and requirements.
- C. Protection Paper: Fortifiber Corporation "Seekure 892", or approved heavy, reinforced, non-staining Kraft laminated paper.

## **2.08 COMMERCIAL GRADE RESILIENT COVE BASE STRIPS**

Furnish and install resilient 4" cove base strips where new carpet tiles meet existing walls; rubber or vinyl color as selected by the Judiciary from manufacturer's standard colors by: Johnsonite, Roppe, Armstrong or Burke. Comply with ADA carpet edge trim requirements.

## **2.09 SUBMITTAL CHECKLIST**

- A. Checklist Instructions: **For all submittals for alternates or substitutes**, submitter must include the checklist below, completely filled out and signed by an officer of the company. Failure to provide this documentation will result in rejection of submittal.
  - 1. Fill-in the left column with the actual data as it pertains to your alternate or substitute. If more room is required, attach additional pages.
  - 2. Circle either yes or no indicating whether or not the submitted product meets or exceeds the specification requirements for each checklist item.
- B. Checklist Form: See next page.

A. Checklist Form:

1. Submitting company's name: \_\_\_\_\_
2. Checklist preparer's name: \_\_\_\_\_
3. Submitted product manufacturer: \_\_\_\_\_
4. Submitted product style name: \_\_\_\_\_
5. Checklist:

Specification Citation: (Please enter submittal information)	Circle
<b>Section 09681 Parts 2.03, 2.04, 2.05 and 2.06:</b>	
1. Construction:	YES / NO
2. Surface Texture:	YES / NO
3. Pile Thickness:	YES / NO
4. Gauge:	YES / NO
5. Stitches:	YES / NO
6. Yarn Weight:	YES / NO
7. Density:	YES / NO
8. Face Yarn:	YES / NO
9. Dye System:	YES / NO
10. Protective Treatment:	YES / NO
11. Backing Material:	YES / NO
12. Size:	YES / NO
13. Sq. Yds. per Carton:	YES / NO
14. Static Control:	YES / NO
15. Flammability:	YES / NO
16. NBS Smoke Chamber:	YES / NO
17. Color Fastness:	YES / NO
18. Indoor Air Quality:	YES / NO
19. Carpet Lifetime Warranty (Part B, Item 1& 2)	YES / NO
20. Cationic Stain Resistance (Part C, Item 1):	YES / NO
21. Environmental Attributes (Part D, Items 1-4):	YES / NO

1. Preparer's Signature and Date: \_\_\_\_\_

## **PART 3- EXECUTION**

### **3.01 DEMOLITION**

- A. The Contractor shall examine all work areas to verify existing conditions prior to proceeding with any work.
- B. If any condition that would prevent work is found, immediately notify the Project Contact and do not proceed until such conditions have been corrected.
- C. Completely and carefully remove existing carpeting in areas indicated to receive new carpet tiles. Clean the debris including tack strips if found and adhesive.
- D. Remove existing carpet, debris, rubbish and other materials from building site daily. Transport and legally dispose of materials off site.

### **3.02 PREPARATION**

- A. Contractor shall take field measurements to determine the exact quantity of materials required for the project.
- B. The Judiciary will be responsible for removing and replacing furnishings.
- C. Examine surfaces on which carpeting is to be installed. Clean floor of oil, waxy films, paint, dust and deleterious substances that prevent adhesion, leave floor dry and cured, free of residue from curing or cleaning agents and existing carpet materials.
- D. Correct conditions which will impair proper installation, including trowel marks, pits, dents, protrusions, cracks or joints. Fill cracks, joints depressions, and other irregularities in concrete with leveling compound.
  - 1. Do not use adhesive for filling or leveling purposes.
  - 2. Do not use leveling compound to correct imperfections which can be corrected by spot grinding.
  - 3. Trowel to smooth surface free of trowel marks, pits, dents, protrusions, cracks or joint lines.
- E. Examine substrates, areas, and conditions for compliance with requirements for maximum moisture content, alkalinity range, per CRI 104 Section 6.3.1 or per ASTM E1907.
- E. Do not install carpet over concrete with either excessive moisture or dust producing surface which is not adequately sealed. Do not proceed with installation of carpeting until unsatisfactory conditions have been corrected in a manner acceptable to installer and carpet manufacturer.

### **3.03 INSTALLATION**

- A. Prior to start of carpet installation, check critical dimensions of spaces to be carpeted, to ensure that planned use of materials will fulfill requirements, including locations for seams, joints, and edgings.
- B. General: Comply with manufacturer's instructions and recommendations for installation of this type of carpet by the glue down method. Use the recommended notched trowel. (See *Mohawk Group Glue Down Modular Tile Installation Instructions*, located at <http://www.mohawkgroup.com>).
- C. Transition strips - Secure to floor with approved transition strips in all transition areas meeting ADA requirement.
- D. Carpeting- Lay smooth and even in recommended adhesive, with transition strips where carpet tile abuts other flooring. Cut and fit evenly along walls and around projections. Fit closely and evenly to and through thresholds where carpet joins together in doorways. Center seams for adjoining rooms directly under the door.
- F. Apply adhesive uniformly over entire substrate with recommended notched trowel. After recommended time has elapsed, press the pre-seamed carpet into the adhesive. Insure contact with adhesive by using a flat object such as a tool box tray to press carpet into the adhesive. Trim carpet as required.
- G. Save excess carpet squares for Judiciary. Deliver selected pieces to on-site storage room as directed by the Project Contact. Remove remaining scraps from the job site.
- H. Cleanup- After installation is complete, clean up dirt and debris, remove excess adhesive, and clean carpet of spots with appropriate spot remover. Remove loose threads with sharp scissors, and vacuum clean. Leave the entire installation clean and in an approved condition.

### **3.04 CLEANING AND PROTECTION**

- A. Remove and dispose of debris and unusable scraps.
- B. Vacuum carpet using two motor, top loading, upright commercial machine with brush-only element, utilizing a high filtration dust bag. Remove spots in accordance with carpet manufacturer's guidelines and replace carpet where spots cannot be removed. Remove any protruding face yarn using sharp scissors. Be certain to trim any loose yarns or fibers at all seams.

### **3.05 TRAINING**

- A. Contractor shall provide training to enable the Judiciary to maintain the new carpet in proper condition and to minimize wear and deterioration. Training involving the use of standard cleaning materials, tools and equipment, and procedures and frequencies shall be provided for five to six Judiciary employees including supervisors and workers.

## **SECTION 09910 – PAINTING**

### **PART 1 GENERAL**

#### **1.01 SECTION INCLUDES**

- A. Interior painting and surface preparation.

#### **1.02 REFERENCES**

- A. Occupational Safety and Health Act (OSHA) - Safety Standards.
- B. American National Standards Institute (ANSI) - Performance Standards.
- C. Paint Decorating Contractors of America (PDCA) - Application Standard.
- D. National Paint and Coatings Association (NPCA) - Gloss Standard.
- E. American Society for Testing Materials (ASTM) - Testing Methods.
- F. 40 CFR 59, Subpart D - National Volatile Organic Compound Emission Standards for Architectural Coatings; U.S. Environmental Protection Agency; current edition.

#### **1.03 DEFINITIONS**

- A. Commercial as used in this Section refers to a product well suited for a commercial application.
- B. DFT as used in this Section refers to the Dry Film Thickness of the coating.
- C. Enamel refers to any acrylic or alkyd (oil) base paint which dries leaving an eggshell, pearl, satin, semi-gloss or high gloss enamel finish.
- D. Premium as used in this Section refers to the best quality product "top of the line".
- E. VOC as used in this Section refers to Volatile Organic Compounds found in primers, paints, sealers and stains. The level of VOCs appears after each product listed in the Schedule in grams per liter (g/L).

#### **1.04 SUBMITTALS**

- A. Product Data: Provide a complete list of all products to be used, with the following information for each:
  - 1. Manufacturer's name, product name and/or catalog number, and general product category.
  - 2. Cross-reference to specified paint system(s) that the product is to be used in; include description of each system.
- B. Samples: Submit three paper samples, 5 inches by 7 inches (127mm x 178mm) in size, illustrating selected colors for each color and system selected with specified coats cascaded.

- C. Manufacturer's Instructions: Indicate special surface preparation procedures.
- D. Maintenance Data: Submit data on cleaning, touch-up, and repair of painted and coated surfaces.
- E. At project closeout, provide the color mixture name and code to the Owner or owner's representative for accurate future color matching.

#### **1.05 QUALITY ASSURANCE**

- A. Installer Qualifications: All products listed in this section are to be applied by a licensed painting Contractor with a minimum of five years demonstrated experience in surface preparation and field application of the same type and scope as specified.

#### **1.06 DELIVERY, STORAGE, AND HANDLING**

- A. Store products in manufacturer's unopened packaging until ready for installation.
- B. Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.
- C. Disposal:
  - 1. Never pour leftover coating down any sink or drain. Use up material on the job or seal can and store safely for future use.
  - 2. Do not incinerate closed containers.
  - 3. For specific disposal or recycle guidelines, contact the local waste management agency or district. Recycle whenever possible.

#### **1.07 PROJECT CONDITIONS**

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's recommended limits.

#### **1.08 WARRANTY**

- A. At project closeout, provide to the Owner or owner's representative an executed copy of the Manufacturer's standard form outlining the terms and conditions of and any exclusions to their Limited Warranty against Manufacturing Defect.

## **PART 2 PRODUCTS**

### **2.01 MANUFACTURERS**

- A. Acceptable Manufacturer: Behr Process Corporation, which is located at: 3400 W. Segerstrom Avenue, Santa Ana, CA. 92704; Tel: 714-545-7101  
Web Site: [www.behr.com](http://www.behr.com)
- B. Requests for substitutions will be considered in accordance Product Requirements.

### **2.02 MATERIALS - GENERAL**

- A. Volatile Organic Compound (VOC) Content:
  - 1. A40 CFR 59, Subpart D-National Volatile Organic Compound Emission Standards for Architectural Coatings.
  - 2. Determination of VOC Content: Testing and calculation in accordance with 40 CFR 59, Subpart D (EPA Method 24), exclusive of colorants added to a tint base and water added at project site; or other method acceptable to authorities having jurisdiction.
  - 3. Provide coatings that comply with the most stringent requirements specified.
- B. Compatibility: Provide materials that are compatible with one another and the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.

### **2.03 MIXING AND TINTING**

- A. Except where specifically noted in this section, all paint shall be ready-mixed and pre-tinted. Agitate all paint prior to and during application to ensure uniform color, gloss, and consistency.
- B. Thinner addition shall not exceed manufacturer's printed recommendations. Do not use kerosene or other organic solvents to thin water-based paints.

### **2.04 INTERIOR PAINT SYSTEMS**

- A. Named products are the basis of design. Colors to be selected by Judiciary after award of contract.
- B. CONCRETE - (Walls).
  - 1. Latex Systems: Eggshell/ Satin Finish:
    - a. 1st Coat: **Behr Marquee** Latex Interior Satin Enamel Paint & Primer
    - b. 2nd Coat: **Behr Marquee** Latex Interior Satin Enamel Paint & Primer
- C. DRYWALL - (Walls, Gypsum Board)
  - 1. Latex Systems: Eggshell / Satin System:
    - a. 1st Coat: **Behr Marquee** Latex Interior Satin Enamel Paint & Primer
    - b. 2nd Coat: **Behr Marquee** Latex Interior Satin Enamel Paint & Primer



## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. The Contractor shall review the product manufacturer's special instructions for surface preparation, application, temperature, re-coat times, and product limitations.
- B. The Contractor shall review product health and safety precautions listed by the manufacturer.
- C. The Contractor shall be responsible for enforcing on site health and safety requirements associated with the Work.
- D. It is not known whether "lead containing" or lead based" paint are present. Given the age of the building contractor could encounter same and should take appropriate precautions".
- E. Do not begin installation until substrates have been properly prepared.
- F. Ensure that surfaces to receive paint are dry immediately prior to application.
- G. Examine surfaces to receive coatings for surface imperfections and contaminants that could impair performance or appearance of coatings, including but not limited to, loose primer, rust, scale, oil, grease, mildew, algae, or fungus, stains or marks, cracks, indentations, or abrasions.
- H. Correct conditions that could impair performance or appearance of coatings in accordance with specified surface preparation procedures before proceeding with coating application.

### **3.02 PREPARATION - GENERAL**

- A. Remove wall covering and clean surfaces thoroughly prior to coating application.
- B. Do not start work until surfaces to be finished are in proper condition to produce finished surfaces of uniform, satisfactory appearance.
- C. Stains and Marks: Remove completely, if possible, using materials and methods recommended by coating manufacturer; cover stains and marks which cannot be completely removed with isolating primer or sealer recommended by coating manufacturer to prevent bleed-through.
- D. Remove Mildew, Algae, and Fungus using materials and methods recommended by coating manufacturer.
- E. Remove dust and loose particulate matter from surfaces to receive coatings immediately prior to coating application.
- F. Remove or protect adjacent hardware, electrical equipment plates, mechanical grilles and louvers, lighting fixture trim, and other items not indicated to receive coatings.
- G. Move or protect equipment and fixtures adjacent to surfaces indicated to receive coatings to allow application of coatings.
- H. Protect adjacent surfaces not indicated to receive coatings.

- I. Prepare surfaces in accordance with manufacturer's instructions for specified coatings and indicated materials, using only methods and materials recommended by coating manufacturer.

### **3.03 SURFACE PREPARATION**

- A. Concrete and Concrete Masonry: Remove wall coverings and clean surfaces free of loose particles, sand, efflorescence, laitance, form oil, curing compounds, and other substances which could impair coating performance or appearance.
- B. Existing Coatings:
  1. Remove surface irregularities by scraping or sanding to produce uniform substrate for coating application; apply one coat primer if recommended by coating manufacturer for maximum coating adhesion.
- C. Gypsum Board: Remove wall coverings and repair cracks, holes and other surface defects with joint compound to produce surface flush with adjacent surfaces. Apply **"Zinsser" Gardz "Problem Surface Sealer"** to stabilize the gypsum surface.

### **3.04 APPLICATION - GENERAL**

- A. Spray painting is not allowed, use brush or roller.
- B. Application of primers, paints or coatings, by the Contractor, will serve as acceptance that surfaces were properly prepared in accordance with the manufacturer's recommendation.
- C. Apply 2 coats, each coat to uniform coating thickness in accordance with manufacturer's instructions, not exceeding manufacturer's specified maximum spread rate for indicated surface; thins, brush marks, roller marks, orange-peel, or other application imperfections are not permitted.
- D. Allow manufacturer's specified drying time, and ensure correct coating adhesion, for each coat before applying next coat.
- E. Inspect each coat before applying next coat; touch-up surface imperfections with coating material, feathering, and sanding if required; touch-up areas to achieve flat, uniform surface without surface defects visible from 5 feet (1.5 m).
- F. Remove dust and other foreign materials from substrate immediately prior to applying each coat.
- G. Where paint application abuts other materials or other coating color, terminate coating with a clean sharp termination line without coating overlap.
- H. Re-prepare and re-coat unsatisfactory finishes; refinish entire area to corners or other natural terminations.
- I. Apply Latex caulk around all door casings (color to match painted surfaces)

### **3.05 CLEANING**

- A. Clean excess coating materials, and coating materials deposited on surfaces not indicated to receive coatings, as construction activities of this section progress; do not allow to dry.

- B. Re-install hardware, electrical equipment plates, mechanical grilles and louvers, lighting fixture trim, and other items that have been removed to protect from contact with coatings.
- C. Reconnect equipment adjacent to surfaces indicated to receive coatings.
- D. Relocate to original position equipment and fixtures that have been moved to allow application of coatings.
- E. Remove protective materials.

### **3.06 PROTECTION AND REPAIR**

- A. Protect completed coating applications from damage by subsequent construction activities.
- B. Repair to Judiciary's acceptance coatings damaged by subsequent construction activities. Where repairs cannot be made to Judiciary's acceptance, re-apply finish coating to nearest adjacent change of surface plane, in both horizontal and vertical directions.

END OF SECTION