

REQUIREMENTS and SPECIFICATIONS

TO CONSTRUCT

**ALI'IOLANI HALE
STAFF RELOCATION, RECARPET AND REPAINT SUITE 103
PROJECT IDENTIFIER: JUD-SC-ALIIHALE-103CPTPT-1617
TAX MAP KEY: 2-1-025: 003
OAHU, HAWAI'I**

FOR

**THE JUDICIARY
STATE OF HAWAI'I**

**ROD MAILE
ADMINISTRATIVE DIRECTOR OF THE COURTS
STATE OF HAWAI'I**

APRIL, 2017

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NOTICE TO BIDDERS

This solicitation is provided to you for information purposes. Bidders wishing to receive notices of addenda for this specific solicitation must register by fax at (808) 538-5802 or email to curt.m.shibata@courts.hawaii.gov.

SEALED BIDS (Chapter 103D, HRS) For:

**ALI'IOLANI HALE
RELOCATE STAFF, RECARPET AND REPAINT SUITE 103
JUD-AD-ALIIHALE-103CPTPT-1617**

Will be received at The Judiciary, State of Hawaii, Financial Services 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 11 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 removal of existing broadloom carpet, floor preparation and replacement with new carpet tile, broadloom carpet and associated accessories and repainting walls, ceilings, doors and door frames in the Supreme Court Clerks' Offices (Suite 103) together with moves required to temporarily relocate the furnishings of the occupants to Room 101 in the same building and permanently relocated staff from Suite 214 into Suite 103. The painting and associated lead paint abatement is treated as an additive alternate.

The estimated construction cost is between \$90,000 and \$140,000.

All interested parties are invited to attend a voluntary 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: *Ali'iolani Hale, 417 South King Street, Honolulu, HI 96813, April 27th, 2017 at 9:00 AM. Meet in the King Street Rotunda. The site visit will immediately follow the meeting.*

Each Bidder shall bring their own small tools (knives and similar sharp objects will not be allowed in Judiciary facilities) that may be required to inspect the premises. Bidders and interested parties are required to sign-in at the meeting to confirm attendance.

The estimated value of the public works contract is less than \$250,000 and the apprenticeship agreement preference pursuant to Hawaii Revised Statutes §103-55.6 (ACT 17, SLH 2009) shall not apply.

The Hawaii product 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 (for

SPO-038) to the Hawaii State Procurement Office, 1151 Punchbowl Street, Suite 416, Honolulu, Hawaii 96813. The product shall meet the specifications of this project. The submittal must be received by 4:30 p.m. not later than 15 calendar days before this solicitation closes. View the current Hawaii Products List on the State Procurement Office (SPO) website at <http://hawaii.gov/spo>. From the 'For Vendor' drop-down menu, 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 11-355, 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 a valid State of Hawai'i Contractor's license classification B.

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

/S/ Rodney Maile

RODNEY MAILE
ADMINISTRATIVE DIRECTOR OF THE COURTS
The Judiciary - State of Hawai'i

GENERAL NOTICE

TAX CLEARANCE AND HAWAII BUSINESS CERTIFICATES

Refer to Instructions to Bidders for information regarding tax clearance and business certificates.

OTHER INFORMATION

Bid results and the Contract Award notice will be posted at http://www.courts.state.hi.us/fiscal/awards/IFB%20Awards/FY2016_IFB_Awards.html.

Refer to Instructions to Bidders for other conditions and requirements to award a contract.

Any protest shall be submitted to the Administrative Director of the Courts. Bidders shall comply with the GENERAL CONDITIONS Article 2.13 Protests.

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. When announced by the NOTICE TO BIDDERS, all bidders who intend to submit a bid are invited to attend an initial pre-bid meeting and the accompanying site visit(s). Other interested parties may attend the initial pre-bid meeting and the accompanying site visit(s). For other site visits not conducted by the Department, bidders shall contact and make arrangements with the Project Contact Person listed in SECTION 00800 - SPECIAL CONDITIONS of these specifications.
- D. Bidders shall submit the "Solicitation, Offer and Contract Form", bid bond (if required), and any other documents required by these solicitation documents.
- E. 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. General

1. The attendance of pre-bid meetings and site visits is strongly encouraged.
2. Failure to attend the pre-bid meeting(s) and site visit(s) for a project DOES NOT absolve the bidder from its responsibilities under section 2.4.1 of the Interim General Conditions.
3. Verbal responses and discussions may occur during the course of the pre-bid meeting or site visit and shall not be considered to alter any information in the solicitation documents (see Section 2.5.1 of the Interim General Conditions).

B. Mandatory Pre-bid Meetings and Site Visits

1. The Project Coordinator may require all prospective bidder/offers to attend a mandatory Pre-bid Meeting(s) and Site Visit(s).
2. All bidders/offers will be required to sign the attendance sheet.
3. Failure to attend mandatory pre-bid meetings and site visits, if required, will automatically be cause for rejection of the bid.

1.04 ADDENDA AND CLARIFICATIONS

- A. The Department may periodically issue addenda and bid clarifications which may provide additional information or alter the plans and specifications.
- B. The Department will make addenda and bid clarifications available to Bidders via the Department's website and at the physical locations indicated in the Notice to Bidders for pickup of the solicitation documents. Bidders are responsible for the information contained in the addenda and bid clarifications whether or not the bidder receives the addenda or clarifications.
- C. Bidders discovering an ambiguity, inconsistency, or error when examining the bid documents or the site and bidders with questions or clarification requests shall transmit said discoveries, questions, and/or requests to the Department's Contracts Engineer in writing. Bidders may use the form entitled 'Questions and Clarifications' at the end of Section 00800 - SPECIAL CONDITIONS which contains options for physical delivery and transmittal by fax. Bidders choosing not to use the form provided shall bear the responsibility for clearly labeling their submittal to allow its proper identification and routing and for following the instructions cited above for physical delivery or fax transmittal.
- D. All written transmittals shall be brief, concise, but complete enough to properly evaluate and determine the merits of the question or request. Include references to appropriate section numbers, paragraphs, drawings, details, schedule numbers, and provide other information as appropriate.
- E. Requests transmitted or otherwise communicated directly to the Consultant will not be considered to be transmitted to the Department and will not be addressed.
- F. Bidders shall submit all discoveries, questions, and/or requests no later than 14 calendar days prior to the submission date for sealed bids.
- G. Requests for Substitution will only be entertained prior to bid opening if Section 00800 - SPECIAL CONDITIONS indicates that substitutions before award are allowed for this project. If allowed, requests of this nature must be submitted before the deadline specified for this purpose in the Notice to Bidders.

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 form and all remaining fill-ins. Write in ink or type. Bidders must also comply with the supplemental instructions contained within the "Solicitation, Offer and Contract Form." Do not alter the "Solicitation, Offer and Contract Form", and maintain the form intact. When the State 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. Allowances: If applicable to this project, bidder shall include in its total lump sum (base) bid price all cash allowances that are itemized in the COST, TIME AND SCHEDULE article on the "Solicitation, Offer and Contract Bid Form" and described in SECTION 01210 - ALLOWANCES of these specifications. Unless otherwise provided in the contract documents, the bidder shall include costs for unloading and handling materials and equipment at the site, labor, installation costs, overhead, profit, coordination, insurance and other incidental expenses in the lump sum bid price and not in the allowance.
1. For testing and inspection allowances, the allowance costs shall include the cost of engaging testing agencies, actual tests and inspections and reporting results. Allowance does not include incidental labor required to assist the testing agency or costs for retesting if previous tests and inspection result in failure.
- D. Variable Quantities Unit Prices: If applicable to this project, bidder shall include in its total lump sum (base) bid price a total cost for Variable Quantities Unit Prices (VQUP) that are described in SECTION 01270 - VARIABLE QUANTITIES UNIT PRICES. Bidder shall complete the VQUP schedule by extending costs for unit prices, subtotals and totals. The unit costs provided shall include all materials, labor, tools and equipment required to install the work complete, in addition to all charges for overhead, coordination, profit, insurance, and other incidental expenses. Bidder shall make sure to enter the variable quantities unit prices total amount in the bid form, COST, TIME AND SCHEDULE article.
- E. Alternates: If applicable to this project, bidder shall include its total cost(s) in the COST, TIME AND SCHEDULE article for the alternates that are described on the drawings or in SECTION 01230 - ALTERNATES. Bidder must completely fill in the cost for each listed alternate. Where the respective alternate's work will be performed at no cost to the State, bidder shall fill in '\$0.00' as the cost. **If the cost for any alternate is left blank, the "Solicitation, Offer and Contract Form" will be rejected as an irregular bid.**

1. For the purposes of evaluating the bid, the alternates are listed in the COST, TIME AND SCHEDULE article and in specification SECTION 01230 - ALTERNATES in the order of precedence from highest (listed first) to lowest for additive alternates and from lowest (listed first) to highest for deductive alternates.
 2. Bidders are directed to the COST, TIME AND SCHEDULE article that lists additional or deductive consecutive calendar days that will be allowed for each accepted alternate.
- F. Preference: If applicable to this project, preferences are considered when evaluating bids to determine the ranking of the respective bidders. The award of the contract will be in the amount of the bid exclusive of any preference adjustments.
- G. Hawaii Product Preference:
1. In accordance with ACT 175, SLH 2009, the Hawaii products preference is applicable to this solicitation. Hawaii Products may be available for those items noted on the offer form.
 2. The Hawaii products list is available on the SPO webpage at <http://spo.hawaii.gov>, click on 'Procurement of Goods, Services, and Construction-Chapter 103D, HRS'; under 'Procurement' click on 'Preferences', 'Hawaii Products' and select 'Hawaii Products List' to view.
 3. Offeror offering a Hawaii Product (HP) shall identify the HP on the solicitation offer page(s). Any person desiring a Hawaii product preference shall have the product(s) certified and qualified if not currently on the Hawaii products list, prior to the deadline for receipt of offer(s) specified in the procurement notice and solicitation. The responsibility for certification and qualification shall rest upon the person requesting the preference.
 4. Persons desiring to qualify their product(s) not currently on the Hawaii product list shall complete form SPO-38, *Certification for Hawaii Product Preference* and submit to the Procurement Officer, and provide all additional information required by the Procurement Officer. For each product, one form shall be completed and submitted (i.e. 3 products should have 3 separate forms completed). Form SPO-38 is available on the SPO webpage at <http://spo.hawaii.gov> under the 'Quicklinks' menu; click on 'Forms for Vendors, Contractors, and Service Providers'.
 5. When a solicitation contains both HP and non-HP, then for the purpose of selecting the lowest bid or purchase price only, the price offered for a HP item shall be decreased by subtracting 10% for the class I or 15% for the class II HP items offered, respectively. The lowest total offer, taking the preference into consideration, shall be awarded the contract unless the offer provides for additional award criteria. The contract amount of any contract awarded, however, shall be the amount of the price offered, exclusive of the preferences.

6. Change in availability of Hawaii product. In the event of any change that materially alters the offeror's ability to supply Hawaii products, the offeror shall immediately notify the procurement officer in writing and the parties shall enter into discussions for the purposes of revising the contract or terminating the contract for convenience.
- H. 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 cost 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" (SPO-Form 8) 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.
- I. Apprenticeship Agreement Preference:
1. If applicable to this project, any bidder seeking the preference must be a party to an apprenticeship agreement registered with the State Department of Labor and Industrial Relations (DLIR) at the time the bid is submitted for each apprenticeable trade the bidder will employ to construct the project. "Employ" means the employment of a person in an employer-employee relationship.
 - a. The apprenticeship agreement shall be registered with the DLIR and conform to the requirements of Hawaii Revised Statutes Chapter 372.
 - b. Subcontractors do not have to be a party to an apprenticeship agreement for the bidder to obtain the preference.
 - c. The bidder is not required to have apprentices in its employ at the time the bid is submitted to qualify for the preference.
 2. Self Certification. A bidder seeking the preference must identify each apprenticeable trade the bidder will employ to perform the work by completing the self-certification in the solicitation, offer and contract form. "Apprenticeable trade" shall have the same meaning as "apprenticeable occupation" pursuant to Hawaii Administrative Rules (HAR) §12-30-5.
 3. The certification of bidder's participation (Form 1)
 - a. The *Certification of Bidder's Participation - Form 1* shall be authorized by an apprenticeship sponsor listed on the DLIR list of registered apprenticeship programs. "Sponsor" means an operator of an apprenticeship program and in whose name the program is approved and registered with the DLIR pursuant to HAR §12-30-1.

- b. The authorization shall be an original signature by an authorized official of the apprenticeship sponsor.
 - c. The completed *Certification of Bidder's Participation - Form 1* for each trade must be submitted with the bid. A facsimile or copy is acceptable to be submitted with the bid, however the signed original must be submitted within five (5) working days of the bid open date. If the signed original is not received within this timeframe, the preference may be denied. Previous certifications shall not apply.
 - d. When filling out the *Certification of Bidder's Participation - Form 1*, the name of Apprenticeable Trade and Apprenticeship Sponsor must be the same as recorded in the List of Construction Trades in Registered Apprenticeship Programs that is posted on the State Department of Labor and Industrial Relations website. "Registered apprenticeship program" means a construction trade program approved by and registered with the DLIR pursuant to HAR §12-30-1 and §12-30-4.
 - e. The *Certification of Bidder's Participation - Form 1* and the List of Construction Trades in Registered Apprenticeship Programs is available on the DLIR website at: <http://labor.hawaii.gov/wdd/files/2012/12/Form-1-Certification-of-Bidders-Participation.pdf>
- 4. Upon receiving the Self Certification and *Certification of Bidder's Participation - Form 1*, the Procurement Officer will verify that the apprenticeship program is on the List of Construction Trades in Registered Apprenticeship Programs and that the form is signed by an authorized official of the Apprenticeship Program Sponsor. If the programs and signature are not confirmed by the DLIR, the bidder will not qualify for the preference.
 - 5. If the bidder is certified to participate in an apprenticeship program for each trade which will be employed by the bidder for the project, a preference will be applied to decrease the bidder's bid amount by five (5) percent for evaluation purposes.
 - 6. Should the bidder qualify for other preferences (for example, Hawaii Products), all applicable preferences shall be applied to the bid price.
- J. Other Conditions: Bidder acknowledges and agrees to the provisions and certifications stated in this article.
 - K. Receipt of Addenda: Bidder shall fill in the appropriate dates any addenda were received.
 - L. 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, unless the nature of work to be performed by each such joint contractor is both distinct and separate. (i.e. two C-13 contractors are listed but one has the responsibility for AC controls and the other for AC power).
 - 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 was previously listed under base bid, listing under Alternate(s) is not required.
- M. 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.
- N. 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.
 - a. For projects with alternates, the total lump sum base bid price and alternates will be adjusted to reflect the applicable preferences.
 3. Project control budget is established prior to the submission of bids.
 4. If there is more than one alternate for a project, the State will determine the precedence of the alternates for each project prior to the submission of bids.
 5. The project will be evaluated based on the adjusted bid price.
- B. Evaluating Bids with Additive Alternates:
1. Prior to opening bids, the State will announce the project control budget. All bids will be evaluated on the basis of the same alternate item.
 2. After adjusting for applicable preferences, the alternates, in their precedence order, are added to the total lump sum base bid price. This (these) sum(s) are compared to the project control budget, and must be within the project control budget.
 3. If adding another alternate would make the aggregate amount exceed the project control budget for all bidders, that alternate will be skipped and the next alternate will be added, provided an award might be made within the project control budget. This procedure will continue, until adding any remaining alternates will result in the aggregate total amount for all the bidders to exceed the project control budget, or until no additional alternates remain.
 4. The bidder with the lowest aggregate amount, within the project control budget (after application of the various preferences), for the total lump sum base bid plus the alternates in their precedence order, is the "Low Bidder" for that project and is designated for award.
 5. Additive Alternate Example: The project control budget available is

\$100,000. In the order of precedence, alternates A-1, A-2 and A-3 are additive alternates. After applying the preferences, the bids are ranked lowest price to highest price and are "Bid A", "Bid B" and "Bid C". Bid A's total lump sum base bid price and three additive alternates (in the precedence order) are \$80,000, \$16,000, \$10,000 and \$5,000 respectively. Bid B's total lump sum base bid price and three additive alternates (in the precedence order) are \$82,000, \$10,000, \$9,000 and \$3,000 respectively. Bid C's total lump sum base bid price and three additive alternates (in the precedence order) are \$85,000, \$10,000, \$8,000 and \$4,000 respectively.

- a. In adding the alternates to the bids, alternate A-1 is under the project control budget for all bids. The second alternate A-2 is initially skipped since it would cause the aggregate amount of all bids to exceed \$100,000. The third alternate A-3 is added and the aggregate amounts, including base bid price plus alternates A-1 and A-3, of both Bid B and Bid C, are under the project control budget.
 - b. Bid A's aggregate total is \$101,000. Bid B's aggregate total is \$95,000. Bid C's aggregate total is \$99,000.
 - c. Bid B's price including alternates A-1 and A-3 is the lowest bid price (over Bid C) and has an aggregate amount within the adjusted project control budget, and therefore is designated the "Low Bidder" for the project.
6. Should the Lump Sum Base Bid of all bidders exceed the project control budget, the bidder with the lowest total lump sum base bid after application of the preferences is designated the low bidder for the project.

1.07 METHOD OF AWARD

- A. The contract will be awarded to the lowest responsive and responsible Bidder whose bid (including any alternates which may be selected) meets the requirements and criteria set forth in the solicitation documents and as determined by the Comptroller.
- B. In the event the total lump sum bid for bids without alternates or with additive alternates of all bidders exceeds the project control budget, the Department 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.
- C. Not used.
- D. Additional Requirements for Bids with Alternates: After determining the designated Low Bidder for the project, an award may be made on the amount of the Low Bidder's total lump sum base bid alone or on any combination of alternates exclusive of any preferences. The combination of alternates may include substituting any of the alternates that were included in the designated Low Bidder's aggregate price with an alternate that was not included, provided:
 1. It is in the best interest of the State,
 2. Funds are available at the time of award, and
 3. The combination of the total lump sum base bid plus alternate(s) does not change the established Low Bidder for the project.

1.08 OTHER CONDITIONS FOR AWARD

- A. The Comptroller may reject any or all bids and waive any defects if the Comptroller believes the rejection or waiver is in the best interest of the State.

- B. The Comptroller may hold all bids up to 60 calendar days from the date bids were opened. Unless otherwise required by law, bids may not be withdrawn without penalty.
- C. The award of the contract is conditioned upon funds made available for the project (or projects if applicable).
- D. Any agreement or contract is subject to approval by the Department of the Attorney General, and the approval of the Governor, as required by statute, regulation, rule, order, or other directive.

1.09 RESPONSIBILITY OF AWARDED BIDDER

- A. Pursuant to Section 103D-310(c), HRS, the responsive bidder recommended for contract award, if any, shall be compliant with all laws governing entities doing business in the State including the following chapters:
 - 1. Chapter 237, tax clearance;
 - 2. Chapter 383, unemployment insurance;
 - 3. Chapter 386, workers' compensation;
 - 4. Chapter 392, temporary disability insurance;
 - 5. Chapter 393, prepaid health care; and
 - 6. Chapter 103D-310(c), Certificate of Good Standing (COGS) for entities doing business in the State.
- B. The State will verify compliance on Hawaii Compliance Express (HCE). The HCE is an electronic system that allows vendors/contractors/service providers doing business with the State to quickly and easily obtain proof that they are compliant with applicable laws. The HCE certificate, 'Certificate of Vendor Compliance', allows this single printable electronic certificate to be substituted for the tax clearance, labor certificate, and a Certificate of Good Standing required in Hawaii Revised Statutes (HRS), Section 103D-310(c), and Hawaii Administrative Rules (HAR), Section 3-122-112. The HCE provides compliance status in real time.
- C. Bidders are advised to register with Hawaii Compliance Express at <https://vendors.ehawaii.gov> before submitting an offer. Bidders are strongly encouraged to submit a 'Certificate of Vendor Compliance' with their bid package to ensure the State's ability to quickly verify compliance at the time of award. If an offeror is not compliant at the time of award, an otherwise responsive and responsible offeror may not receive the award.

PART 2 - PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION

SOLICITATION, OFFER AND CONTRACT FORM

1. JUD Project Identifier: JUD-SC-ALIIHALE-103CPTPT-1617	2. TYPE OF SOLICITATION Invitation for Bid	3. PAGE OF PAGES 1 of 16
IMPORTANT - The "offer" section must be fully completed by offeror.		
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder."		
4. ISSUED BY: THE JUDICIARY – STATE OF HAWAI'I CONTRACTS AND PURCHASING 6TH FLOOR KAUIKEAOULI HALE 1111 ALAKEA STREET HONOLULU, HAWAI'I 96813	5. ADDRESS OFFER TO: The Judiciary, Financial Services Department Kauikeaouli Hale 1111 Alakea Street, Sixth Floor Honolulu, Hawaii, 96813-2807	
6. FOR INFORMATION	A. NAME Curt Shibata	B. TELEPHONE NO. (NO COLLECT CALLS) (808) 539-4730
SOLICITATION		
7. THE STATE OF HAWAII REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS TO CONSTRUCT: ALI'IOLANI HALE STAFF RELOCATION, RECARPET AND REPAINT SUITE 103 TMK:2-1-025: 003 Honolulu, Oahu, Hawaii After carefully examining the bid documents including the specifications, drawings, addenda, 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.		
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. 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.
- B. Bid Security is not required (Section 3-122-223(a)(1) HAR and Section 103D-305 HRS).
- 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. Apprenticeship Agreement Preference – Not applicable.
- E. 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.
- F. The Offeror be registered and compliant with Hawaii Compliance Express, link found at <http://vendors.ehawaii.gov/hce/splash/welcome.html>.
- G. 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.
- H. 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.
- I. Recycled Product Preference – Certain recycled products are not 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.

OFFER (Must be fully completed by offeror)	
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 State of Hawaii 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.}	
<p>The undersigned represents:</p> <p><input type="checkbox"/> A Hawaii Business incorporated or organized under the laws of the State of Hawaii.</p> <p>Or</p> <p><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: _____</p>	
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:

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.

The address included in this box will be used for correspondence.

(*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.

CONTRACT (To be completed by The Judiciary - State of Hawai'i)	
23. CONTRACT NO.	23A. CONTRACT DATE:
24. ITEMS ACCEPTED:	
25. AMOUNT:	27. PAYMENT WILL BE MADE BY: The Judiciary – State of Hawai'i By _____ Signature _____ Print Name _____ Title
26. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 4 UNLESS DIFFERENT ADDRESS STIPULATED HERE <i>(7 copies unless otherwise specified)</i>	
ADMINISTRATOR WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE	
<input type="checkbox"/> 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 Judiciary - 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 ADMINISTRATOR <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 HAWAI'I By:
28C. DATE	

ATTACHMENT A

A. COST, TIME AND SCHEDULE

ALI'IOLANI HALE
STAFF RELOCATION, RECARPET AND REPAINT SUITE 103
PROJECT IDENTIFIER: JUD-SC-ALIIHALE-103CPTPT-1617

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.}

Alternates

Alternate A, Add: Lead Paint Abatement, as necessary. Repaint drywall and plaster wall and ceiling surfaces within Suite 103 \$ _____

2. TIME:

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

Contract Duration 120 Calendar Days

3. SCHEDULE FOR WORK

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

- a. Upon receipt of the executed contract and a written authorization from the Contracting Officer, the contractor may proceed with ordering materials, doing offsite fabrication and similar work, approved by the Contracting Officer, 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 such as ordering materials.

The contractor shall start and complete the jobsite work inclusive of moves within a roughly 4-week period, which period shall be from November 1 through November 30, 2017. No extension of the 4-week jobsite period is allowed for Additive Alternate A.

- b. Payment for materials ordered and received prior to the 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 DAGS 1999 INTERIM GENERAL CONDITIONS, and other conditions required by the contract documents.

B. ALTERNATES

Bidder offers to incorporate in the work the alternates that are described on the drawings and in specification SECTION 01230 – ALTERNATES. For the purpose of evaluating the bid, the alternates listed in COST, TIME AND SCHEDULE article and in SECTION 01230 – ALTERNATES, are in the order of precedence.

C. BID SECURITY

Not required for this project.

D. RECEIPT OF ADDENDA AND BID CLARIFICATIONS

Bidder acknowledges receipt of the following Addenda and Bid Clarifications issued by the Department, 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 |

E. APPRENTICESHIP AGREEMENT PREFERENCE

The estimated value of the public works contract is less than \$250,000 and the apprenticeship agreement preference pursuant to Hawaii Revised Statutes §103-55.6 (Act 17, SLH 2009) shall not apply.

F. 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; and
 - 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
 - c. 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.

G. 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

H. 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 within the time specified in this solicitation and any time extensions granted in writing to the Contractor by the State.

I. 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.

J. 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 State, immediately place such guaranteed work in a condition satisfactory to the State and make repairs of all damage to the buildings, equipment and grounds made necessary in fulfillment of the guaranty. Everything necessary for the fulfillment of any guaranty shall be done without any expense to the State. 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.

K. 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.

L. 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.

P. ATTACHMENTS TO BE PROVIDED BY OFFER AS APPLICABLE

- Corporate Resolution
- Certificate of Vendor Compliance (HCE)
- Power of Attorney

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 polices. 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 polices. 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 _____ 1st Circuit

Notary Name: _____

Doc. Description: _____

Notary Public, 1st 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.
 - 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 180 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 SUBMITTAL DATES FOR CLARIFICATIONS

- A. Written requests must be received no later than 4:30 p.m., fourteen calendar days prior to bid opening.

1.03 PROJECT CONTACT PERSON AND PROCUREMENT CONTACT

- A. Project Contact - For Contractor's access to the site to view conditions during bidding.
 - NAME: Curt Shibata
 - POSITION OR TITLE: Supreme Court Bailiff
 - TELEPHONE NUMBER: (808) 539-4730

- B. Procurement Contact - For questions or clarifications on the plans and specifications during bidding, offerors must submit by HleProj “QUESTIONS AND CLARIFICATIONS” form found at the end of this section. For general questions on the procurement requirements or processes call by telephone.
 - NAME: Kelly Kimura
 - POSITION OR TITLE: Purchasing Specialist
 - TELEPHONE NUMBER: (808) 538-5805

1.04 LIQUIDATED DAMAGES

- A. In accordance with the *GENERAL CONDITIONS*, Article 7 - PROSECUTION AND PROGRESS, Section 7.26, FAILURE TO COMPLETE THE WORK ON TIME, upon failure to complete the work or any portion of the work within the time

or times fixed in the contract or extension thereof, the Contractor shall pay liquidated damages to the State, in the amount of \$189.00 per calendar day of delay.

- B. In accordance with the *GENERAL CONDITIONS*, Article 7 - PROSECUTION AND PROGRESS, Section 7.32, PROJECT ACCEPTANCE DATE; upon failure to correct punch list deficiencies, within the time or times fixed in the contract or extension thereof, the Contractor shall pay liquidated damages to the State, in the amount equal to 10 percent of the liquidated damages, per calendar day of delay.
- C. In accordance with the *GENERAL CONDITIONS*, Article 7 - PROSECUTION AND PROGRESS, Section 7.33, FINAL SETTLEMENT OF CONTRACT; upon failure to submit closing documents within the time or times fixed in the contract or extension thereof, the Contractor shall pay liquidated damages to the State, in the amount equal to five percent of the liquidated damages, per calendar day of delay.

1.05 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.

1.06 WORKING HOURS

- A. The regular working hours for this project are 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.

1.08 SPECIFIC PROJECT REQUIREMENTS

- A. Permits may be required for this project; the Contractor is responsible to pay for or obtain these permits.
- B. Following the relocation of Judiciary staff into Room 101, the Contractor shall suspend work in Suite 103 for one day and allow the Judiciary access to complete necessary IT and electrical work.
- C. At the end of every work day, the Contractor shall provide safe and reasonable access for Judiciary staff to enter the IT Room located within Suite 103 for a duration of up to 20 minutes.

1.09 COMPREHENSIVE ANNUAL FINANCIAL REPORTING

- A. For any project that involves work on multiple structures, including non-building structures, whether it be new work or renovation work, or when the project involves both site improvements and a structure, the Contractor shall provide the

following information to the Contracting Officer for fixed asset allocation purposes:

1. Within 30 calendar days of award as applicable to the project, the following shall be submitted:
 - a. The total cost of each individual structure;
 - b. The total cost of on-site improvement work; and
 - c. The total cost of off-site improvement work.
2. After all work, including all change order work has been completed, and prior to a request for final payment, the following shall be submitted:
 - a. The total cost of each individual structure including any related change order cost;
 - b. The total cost of on-site improvement work including any related change order cost; and
 - c. The total cost of off-site improvement work including any related change order cost.
3. The sum total cost of each category noted above shall total to the contract amount awarded, plus all change order work issued.
 - a. The cost of each individual structure includes the cost of the structure and any work within five (5) feet of the structure or building line which may include, but is not limited to its foundation, foundation earthwork, and utility improvements within and immediately below the building line.
 - b. The on-site improvement cost includes all site improvement work from five (5) feet and beyond the building line and up to the project's property line, which may include but is not limited to clearing and grubbing, grading, drainage system, site utility, walkway, parking lot, and landscape improvements.
 - c. The off-site improvement cost includes all off-site improvement work outside the of the project's property line, which may include but is not limited to walkway, landscape, drainage, utility, and roadway improvements.

PART 2 - PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION

QUESTIONS AND CLARIFICATIONS (WRITTEN REQUESTS ONLY)

PROJECT TITLE: ALI'IOLANI HALE: STAFF RELOCATION, RECARPET AND REPAINT
SUITE 103

PROJECT IDENTIFIER: JUD-SC-ALIIHALE-103CPTPT-1617 / J17180

PROJECT CONTACT: Curt Shibata

.....

BID OPENING DATE: _____ (This request must be received no less than
14 days prior to bid opening)

PERSON MAKING REQUEST: _____

COMPANY: _____

TELEPHONE NO.: _____ E-MAIL: _____

QUESTION OR CLARIFICATION (Be specific and list drawing/detail and specification section or paragraph that requires attention. Attach additional pages as necessary. Submit all inquiries to kelly.y.kimura@courts.hawaii.gov .

DIVISION 1 - GENERAL REQUIREMENTS

SECTION 01100 - PROJECT REQUIREMENTS

PART 1 - GENERAL

1.01 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification
 - 1. Project Title:
Ali'iolani Hale – Reconfigure, Recarpet and Repaint Suite 103
 - 2. Project Location:
Ali'iolani Hale, Suite 103
417 South King Street
Honolulu, HI 96813-2943
TMK: 2-1-025: 003
- B. The Work consists of carpet replacement, repainting drywall and plaster surfaces and associated moves and setup of furnishings and equipment.
 - 1. The Work includes:
 - a. Move and set up systems and other furnishings in temporary locations
 - b. Lead paint abatement between 4:30PM-5:30AM
 - c. Demolition: carpet removal and disposal
 - d. Repainting
 - e. Floor prep
 - f. Installation of new carpet tiles and broadloom
 - g. Relocate staff furniture and equipment from suite 214 to suite 103
 - h. Move and re-install systems and other furnishings in original locations
 - i. Coordinate equipment moves with Judiciary's ITCD
- C. Perform operations and furnish equipment, fixtures, appliances, tools, materials, related items and labor necessary to execute, complete and deliver the Work as required by the Contract Documents.
- D. The Division and Sections into which these specifications are divided shall not be considered an accurate or complete segregation of work by trades. This also applies to work specified within each section.
- E. Contractor shall not alter the Drawings and Specifications. If an error or discrepancy is found, notify the Contracting Officer.
- F. Specifying of interface and coordination in the various specification sections is provided for information and convenience only. These requirements in the various sections shall complement the requirements of this Section.

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”, “as shown on the drawings”, “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, temporarily 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:
 1. Project Start Date: To be determined by Notice to Proceed
 2. Jobsite Start Date: Estimated start date of 4-week window for work at jobsite: November 1, 2017
 3. Jobsite Completion Date: Estimated: November 30, 2017

1.04 WORK SEQUENCE

- A. The Work shall be conducted in 4 phases.
 1. Phase 1: Relocate of furnishings, files, books, etc. from Suite 103, on the First Floor, Mauka Wing, to Room 101, on the First Floor, Mauka Wing, Ali’iolani Hale using Mauka elevator. Install desks and set up furnishings as required to provide each staff member with a usable workstation – See Attachments B and C.
 2. Phase 2: Abate lead paint as required by law and only in order to repaint Suite 103 (Alternate #1, only)
 3. Phase 3: Demolish, Recarpet and Repaint – See Attachment D.
 3. Phase 4: Relocate furnishing and equipment from Suite 214 to Suite 103. Restore furnishings from Room 101 to Suite 103 to original locations and configurations, unless otherwise noted – See Attachments C and D.
- B. Special Requirements:
 1. Supreme Court Clerks’ Office must be kept in operation during the Work with limited temporary shutdowns during the moves and workstation set-ups at the beginning and end of the Work.

- a. Cooperate with Judiciary's ITCD staff to relocate and set up furnishings in Room 101 on the First Floor of Ali'iolani Hale.
2. Adequately document original locations and configurations of systems and other furnishings to restore workstations to original locations at end of Contractor's work.
 - a. Systems components (panels, tops, bins, pedestals) and other furnishings are identified by inventory tags and must be restored to original locations and must be re-installed per original locations, unless otherwise noted in plans.
 - b. Coordinate with Judiciary's Contracting Officer to set up workstations and other furnishings in appropriate and usable configurations in Room 101.

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, corridors, 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 storage and staging, etc. will be limited. There is no on-site parking provided for this project.
 1. Coordinate construction, shutdown and schedules with the Project Contact Person and Contracting Officer.
 2. Coordinate parking with DAGS Automotive Management Division – Parking Control Branch for on-site parking. Parking coordination is the responsibility of the Bidder.
- 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 – all costs to be included in bid.

- b. Work on-site to be restricted to a 4 week window, subject to change but expected to be between November 1, 2017 and November 30, 2017. No extensions to the onsite work window will be allowed for the work of Alternate A.
- 2. Site Access and Parking:
 - a. Parking: Parking in Lot D for the Contractor and Subcontractors is limited and shall be directly coordinated with DAGS Parking Control at 586-0344. Contractor shall comply with DGS Parking Control procedures to obtain proper parking permits for Lot D. All costs for parking shall be included in the Contract. Contractor shall pay DAGS Parking Control directly by check.
 - b. Unauthorized vehicles without proper parking permits for Lot D shall be subject to towing at the Contractor's expense.
- 3. Sanitation:
 - a. Use of the building's toilet facilities will be restricted to: Second Floor, Mauka wing. Failure to keep such facilities clean and neat will subject the Contractor to loss of privilege. Building staff and the public shall have continuous access to the toilet facilities throughout the project.
- 4. Noise and Dust Control:
 - a. In adjacent locations surrounding the project site, noise, dust, odor 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.
 - b. To reduce loud disruptive noise levels, ensure mufflers and other devices are provided on equipment, internal combustion engines and compressors.
 - c. The Contracting Officer will require any construction activity that produces excessiveness of noise, dust and odor to be performed during non-operational hours. The Contracting Officer shall make the final determination. Overtime costs for the Contractor's employees and work force are the Contractor's responsibility.
- 5. Other Conditions:
 - a. Remove construction debris and trash from project site daily.
- 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) 539-4784 during normal operational hours. Note that it may take up to two weeks 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 Contractors, 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 of the 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. Arrangements for a Deputy Sheriff shall be coordinated with the Project Contact or Contracting Officer or designee. Arrangements must be scheduled at least 48 hours before security personnel is/are required. Deputy Sheriff 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 Deputy Sheriff(s) within 5 days of receipt of invoice(s) and completed W-9 form(s).

3. Tool, Material and Equipment Controls:

- a. All had 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 workday, unless otherwise directed by the Judiciary. Scaffolding, ladders and other equipment used for vertical access may remain but must be properly secured to prevent unauthorized access at the end of each day's work provided that pedestrian access is not obstructed.

1.06 WORK UNDER OTHER CONTRACTS

- A. Cooperation with Other Work:
 - 1. The Judiciary reserves the right to contract for or otherwise perform other or additional work with the project contract limits. The Contractor of this project shall 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.

1.07 MISCELLANEOUS PROVISIONS

- A. Historical Archaeological Artifacts: All items having any apparent historical or archaeological interest discovered in the course of construction activities shall be carefully preserved. Should historic remains such as artifacts, burials, concentrations of shell or charcoal be encountered during the construction activities, work shall cease immediately in the adjacent vicinity of the find and the applicable site shall be protected from further damage. The Contractor shall immediately contact the Contracting Officer and the State Historic Preservation Division (SHPD) DLNR at (808) 692-8015. SHPD will assess the significance of the find and recommend an appropriate mitigation measure if necessary.
- B. Historic Building: Ali'iolani Hale is a building with a high level of historical significance, and has been designated a National Historic Landmark. Extra care shall be taken to protect all existing building fabric and materials during construction project. If damage to building occurs during construction, the Contractor shall inform the Contracting Officer and the Judiciary Contact Person immediately before any repairs are undertaken, as repairs must conform to established Historic Preservation Standards.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01230 - ALTERNATES

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section includes administrative and procedural requirements for alternates.
- B. The description of alternates is not intended to give a detailed description of all additional or deductive work required by the alternate item(s), as only the principal features of such additional or deductive work are listed.
- C. Should any one or all of the alternates become a part of the contract, the cost of all additional or deductive work required by the alternate item(s), even though not specifically mentioned herein, are included in the lump sum bid price.

1.02 DEFINITIONS

- A. Alternate: An amount proposed by Bidders (Offerors) and stated on the Bid Form for certain work defined herein that may be added to or deducted from the Total Lump Sum Bid Price amount if State decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
 - 1. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Total Lump Sum Bid Price.

1.03 PROCEDURES

- A. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into the Project.
 - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration.
- C. Execute accepted alternates under the same conditions as other work of the Contract.
- D. Schedule: A Schedule of Alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.01 SCHEDULE OF ALTERNATES

- A. Alternate A, Additive: Abate existing lead paint, as required by law in Suite 103, and repaint drywall and plaster surfaces and doors (per plans) within Suite 103.

END OF SECTION

SECTION 01715 - EXISTING CONDITIONS - ASBESTOS / LEAD / HAZARDOUS MATERIAL SURVEY

PART 1 - GENERAL

1.01 SUMMARY

- A. This section includes the results of the State's survey for Asbestos, Lead and / or other Hazardous materials and is provided for the Contractor's information.
- B. Contractor may contact the Contracting Officer to review the "Asbestos, Lead Paint, PCB Ballast and Mercury Lamp Survey Report, dated February 6, 2017", for detailed information regarding the survey performed. This Section is based on the results of the aforementioned survey.
- C. Related Sections include the following:
 - 1. SECTION 13283 - DISTURBANCE OF LEAD-CONTAINING MATERIAL for requirements of all work which disturbs LEAD.
 - 2. SECTION 13288 - TESTING/AIR MONITORING for requirements of work specified.

1.02 ASBESTOS

- A. The structure or structures to be renovated or modified under this contract were surveyed for the presence of asbestos containing building materials (ACBM), using 11-501 requirements and/or 11-502 requirements (when applicable). A copy of the initial survey report, as well as any subsequent supplemental survey report(s) if performed, are included in this Section.
 - 1. The report(s) are included, even when no ACBM was found, for the Contractor's information. Review the attached report(s) for the basis on which the negative ACBM finding was made. Contractor may perform further surveys at its own expense, only if ACBM has not been previously surveyed in accordance with H.A.R. 11-501 (or H.A.R. 11-502 when applicable) requirements within the Contract limits and only with approval of the Contracting Officer. If ACBM is found, notify the Contracting Officer immediately. The State will reimburse the Contractor for the testing cost if ACBM is found. Contractor shall not test any suspect ACM previously tested.
 - 2. If there is ACBM outside of the areas in which work will be performed, this ACBM shall not be disturbed in any way.
- B. If applicable, notify employees, subcontractors and all other persons engaged on the project of the presence of asbestos in the existing buildings in accordance with the requirements of Chapter 110, Article 12 110 2 (f) (1) (B) of the Occupational Safety and Health Standards, State of Hawaii.
- C. In the event that work is required in any building or buildings on the site other than the one(s) designated within this project scope, request copies of the asbestos survey report(s) for such building(s) from the Contracting Officer. Based on the information contained in the additional survey(s), notify affected personnel per paragraph 1.02.B.

1.03 LEAD PAINT

- A. Inform employees, Subcontractors and all other persons engaged in the project that contain lead paint is present in the existing building(s) and at the job site. Follow the requirements of 29 CFR 1926.62 and 29 CFR 1910.1025 and EPA's Renovation, Repair and Painting Rule (RRP) when applicable.
- B. Review the attached lead testing data which identify locations paint with lead was found. Lead testing was for design purposes only, and the results do not satisfy any of the requirements of 29 CFR 1926.62 and 29 CFR 1910.1025.
- C. All paint shall be considered to contain lead until proven otherwise.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.01 SURVEY not attached

- A. Asbestos, Lead Paint, PCB Ballast and Mercury Lamp Survey Report, 367 pages, dated February 6, 2017, prepared by EnvironMETeo Services, Inc.

END OF SECTION

DIVISION 9 - FINISHES

SECTION 09681 – CARPET TILE, SHEET CARPET AND TRANSITION STRIPS

PART 1 – GENERAL

1.01 SUMMARY

- A. This Section includes carpet tile, sheet carpet, transition strips and accessories.

1.02 RELATED DOCUMENTS

- A. The General Conditions of the Contract apply to the work of this Section.

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: ten (10) each full size samples.
 - 2. Sheet carpet: three (3) 24-inch square samples
 - 3. Exposed transition stripping and accessories: two (2) each, minimum 12" long.
- C. Maintenance Data: For carpet, include the following:
 - 1. Methods for maintaining carpet, 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.
 - 3. MSDS Sheets.
- D. Warranties: Furnish two (2) copies of written warranties as required by Part 2, Item 2.02 A-16 and -17.
- E. Certifications: Furnish Manufacturer's written certifications that carpet passes Static, Flammability, and Smoke Density standards of Part 2, Item 2.02 A-13, 14 and 15.
- F. MSDS Sheets: Furnish MSDS sheets for all adhesives and sealers.
- G. Work Schedule: Submit 6 copies including date, time and activity for Project Contact's approval at least two weeks before any work on site is started.

1. Judiciary will be responsible for packing and unpacking contents of furnishings.

1.04 QUALITY ASSURANCE

- A. Flooring Contractor's Qualifications: A 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. Carpet Manufacturer's Qualifications: 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 this drawing 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 will be permitted to make up for any shortage of material in overage or in carpet installed.
- D. Flooring Contractor shall be responsible for the accuracy of measurements.
- E. Dye Lots: All carpet in continuous areas shall be from the same dye lots.

1.05 PROJECT CONDITIONS

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

1.06 EXTRA MATERIALS

- A. 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 Project Contact.
 1. Carpet tile: Full-size units, not fewer than two dozen (24) full size tiles, of type and dye lot installed. In addition to the two dozen, provide enough tiles, of type and dye lot installed, to cover adequately cover the area below the high density storage.
 2. Sheet carpet: Package and deliver usable remnants of carpet to a storage room as directed by the Contract Administrator at the conclusion of the job.

PART 2 - PRODUCTS

2.01 ASBESTOS PROHIBITION

- A. 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

- A. Materials:

1. Construction: Multi-Level Pattern Loop
2. Fiber: eco*solutions Q Nylon
3. Stitches per inch: 10.0
4. Gauge: 1/12"
5. Finished Pile Height: 0.098 inch
6. Tufted Weight: 18 oz. per square yard minimum
7. Dye Method: 98% Solution Dyed/2% Yarn Dyed
8. Secondary Backing: EcoWorx Tile
9. Size: 18" X 36"
10. 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 Completions as required by Part 1, Item 1.03-D of this Section.
11. Carpet Tile Wear Warranty: Provide carpet tile wear warranty, as required by Part 1, Item 1.03-D of this Section, insuring that carpet tile is dimensionally stable (no cupping, dishing or dimensional changes), will not delaminate and that no less than 90% of the pile fiber will be retained when properly installed and maintained, and should wear exceed 10% in five years, the manufacturer shall furnish and install new replacement carpet meeting these specifications at no cost to the Judiciary.

B. Appearance

1. Manufacturer: Shaw Contract Group
2. Pattern/Style: Haze Tile / 5T037
3. Color: Dreamy, 37481

2.03 CARPET BROADLOOM

A. Materials:

1. Construction: graphic loop
2. Fiber: eco*solutions Q Nylon
3. Stitches per inch: 12.0
4. Gauge: 1/8"
5. Finished Pile Height: 0.098 inch

6. Tufted Weight: 30.0
7. Dye Method: 100% Solution Dyed
8. Secondary Backing: ultraloc
9. Size: 12 foot
10. 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 Completions as required by Part 1, Item 1.03-D of this Section.

B. Appearance

1. Manufacturer: Shaw Contract Group
2. Pattern/Style: Gradient / 5A153
3. Color: Mystique, 34590

2.04 ADHESIVES / ACCESSORIES

- A. Adhesive and Sealers: Products as recommended and approved by carpet manufacturer in writing for compatibility with carpet backing.
 1. All adhesives and sealers shall contain no calculated solvents per OSHA Regulations 29 CFRE 1910.1200 and shall not exceed the Volatile Organic Compound (VOC) limits of 50 grams per liter (g/l).
- B. Miscellaneous Materials: As recommended and approved in writing by carpet manufacturer.
- C. Protection Paper: Heavy, reinforced, non-staining Kraft laminated paper as approved by carpet manufacturer.

2.05 COMMERCIAL GRADE TRANSITION STRIPS

- A. Transition Strips: Provide resilient transition strips, rubber or vinyl, color as selected by Contracting Officer, from manufacturer's standard by Armstrong, Burke, Johnsonite or Roppe. Comply with ADA carpet edge trim requirements.

PART 3 - EXECUTION

3.01 DEMOLITION

- A. Examine all work areas to verify existing conditions prior to proceeding with work.
- B. If a condition that would prevent work is found or suspected, 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.

3.02 PREPARATION

- A. Take field measurements to determine exact quantity of materials required for floor preparation.
- B. Examine surfaces on which the carpet is to be installed. Correct conditions which will impair proper installation, including by not limited to trowel marks, pits, dents, protrusions, cracks or joints. Fill cracks, joints, depressions and other irregularities with leveling compound.
- C. Examine substrates, areas and conditions for compliance with requirements for maximum moisture content and alkalinity range per carpet manufacturer's printed instructions. Comply with carpet manufacturer's printed instructions for preparation of existing floor substrate.
 - 1. Do not install carpet over concrete with either excessive moisture or dust producing surface which is not adequately sealed.

3.03 INSTALLATION

- A. Prior to start of installation, check critical dimensions of spaces to receive carpet to ensure that planned use of materials will fulfill requirements, including locations for seams, joints and edgings. Take field measurements to determine exact quantity of materials required.
- B. Comply with carpet manufacturers printed instructions and recommendations for installation by glue down method. Ensure the proper amount of adhesive is applied to subfloor.
- C. Save excess carpet and scraps exceeding the size of ½ tile or 24" strips for Judiciary. Deliver selected pieces to on-site storage area as directed by Contracting Officer.
- D. Transition strips: Secure to floor in all transition areas in manner required to meet ADA requirements.

3.04 CLEANING AND PROTECTION

- A. Remove and dispose of debris and unusable scraps.
- B. Vacuum using two-motor, top loading, upright commercial machine with brush-only element, utilizing a high filtration dust bag. Remove spits in accordance with carpet manufacturer's guidelines and replace carpet tiles where spots cannot be removed. Remove protruding face yarn using sharp scissors. Trim loose yarns or fibers at all cut edges.
- C. Protect carpet installation until final acceptance.
- D. Overage and maintenance materials: Deliver overage and useable and uncut carpet tiles, properly packages and identified, to Judiciary's designated on-site attic storage area.

3.04 CLEANING AND PROTECTION

- A. Remove and dispose of debris and unusable scraps.

- B. Vacuum using two-motor, top loading, upright commercial machine with brush-only element, utilizing a high filtration dust bag. Remove spits in accordance with carpet manufacturer's guidelines and replace carpet tiles where spots cannot be removed. Remove protruding face yarn using sharp scissors. Trim loose yarns or fibers at all cut edges.

3.05 TRAINING

- A. Contractor shall provide training to enable Judiciary's maintenance staff to maintain the new carpet in proper condition and to minimize wear and deterioration. Training involving use of standard cleaning materials, tools and equipment, and procedures and frequencies shall be provided for up to six Judiciary employees including supervisors and workers.
 - 1. Training shall be provided prior to final acceptance of the project by the Judiciary.

END OF SECTION

SECTION 09902 - REPAINTING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. The General Conditions of the Contract apply to the Work of this Section.
- B. Refer to Section 01500 Temporary Facilities for temporary relocation of furnishings.

1.02 SUMMARY

- A. This Section includes surface preparation and field re-painting of exposed interior wall surfaces.
- B. Drywall and plaster surfaces to be painted:
 - 1. Ali'iolani Hale, interior of Suite 103, drywall and plaster surfaces.
 - a. All work to be included as a part of Alternate – A.
- C. Interior surfaces to be painted: Paint all existing interior drywall and plaster surfaces.
- D. Substrates and items not to be finished unless indicated otherwise.
 - 1. Concrete floors
 - 2. Finish hardware
 - 3. Acoustical ceilings
 - 4. Flooring and floor coverings
 - 5. Windows and window trim
 - 6. Doors and door trim
 - 7. Movable furniture or furnishings such as filing cabinets

1.03 REFERENCES

- A. ASTM D16 - Definition of terms relating to Paint, Varnish, Lacquer and Related Products.
- B. ASTM D2016 - Test Method for Moisture Content of Wood.
- C. MPI (Master Painter's Institute) - Approved Product List.
- D. PCDA (Painting and Decorating Contractors of America - Painting - Architectural Specification Manual.

1.04 SUBMITTALS

- A. Product Data:

1. Materials List: Provide an inclusive list of required patching and coating materials. Indicate each material and cross-reference specific coating, finish system, and application. Identify each material by manufacturer's catalog number and general classification.
2. Manufacturer's Information: Provide data on all listed materials, including:
 - a) Thinning and mixing instructions
 - b) Application instructions and required mil film thicknesses.
 - c) Manufacturer's Material Safety Data Sheets.
- B. Certifications: Provide a letter certifying paints and coatings are free of asbestos, lead, zinc-chromate, strontium chromate, cadmium, and mercury and mercury compounds. Provide a letter certifying the amounts of mildewcide added by both the paint manufacturer and paint supplier.
- C. Schedule of Finishes: Provide finish schedule including paint spread rates required to achieve final dry film thickness indicated in the schedule.
- D. Schedule of Operations: Provide a work schedule showing sequence of operation and installation dates.
- E. Manufacturer's Instructions: Indicate special surface preparation procedures, and substrate conditions requiring special attention. Refer to Part 3 EXAMINATION Section

1.05 REGULATORY REQUIREMENTS

- A. Comply with State OSHL (Occupancy Safety and Health Law) and pollution controls regulations of the State Department of Health and EPA.

1.06 QUALITY ASSURANCE

- A. Applicator Qualifications: A firm or individual experienced in applying paints and coatings similar in material, design, and extent to those indicated for this Project, whose work has resulted in applications with a record of successful in-service performance.
- B. Field Samples (Mockups): Provide a full-coat field sample panel with procedures specified in PDCA P5.
 1. Contracting Officer will select surface to represent surfaces and conditions for application of each type of coating and substrate.
 - a. Wall Surfaces: Provide samples at least 4 feet long by 8 feet high unless indicated otherwise on drawings.
- C. The Contracting Officer shall require the immediate removal of any paint applicator who demonstrates negligence, lack of competence or repeated non-compliance with the contract requirements.

1.07 DELIVERY STORAGE AND HANDLING

- A. Deliver materials to Project site in manufacturer's original, unopened packages and containers bearing manufacturer's name and label and the following information:

1. Product name or title of material.
 2. Product description (generic classification or binder type).
 3. Manufacturer's brand name and lot number and date of manufacture.
 4. Contents by volume, for pigment and vehicle constituents.
 5. Thinning instructions.
 6. Application instructions and coverage.
 7. Color name and number.
 8. VOC content.
- B. Storage
1. Non-flammable Materials: Store materials not in use in tightly covered containers in a well-ventilated area. Maintain storage containers in a clean condition, free of foreign materials.
 2. Flammable Materials: Store in such a manner as to prevent damage. No paint material, empty cans, paint brushes and rollers may be stored in the building. Store these items in separate storage facilities away from the building.
- C. All rejected materials shall be removed from the job site immediately.

1.08 PROJECT CONDITIONS

- A. Do not apply materials when surfaces and ambient temperatures are outside the ranges required by the paint product manufacturer.
- B. Protect public, pedestrians and tenants from injury. Provided, erect and maintain safety barricades where construction operations create hazardous conditions.
- C. Completed Work: Provide necessary protection for wet paint surfaces.
- D. Protective Covering and Enclosures: Provide and install clean sanitary drop cloth or plastic sheets to protect furniture, equipment, floor and other areas that are not scheduled for treatment. Remove any paint applied to surfaces not scheduled for treatment.
- E. Fire Safety: Contractor and its employees shall not smoke in the vicinity of the Contractor's work. Exercise precautions against fire at all times and remove waste rags, plastic (polyester sheets), empty cans, and other similar items from the site at the end of each day.
- F. Airless spraying is not allowed.
- G. Safeguarding Property: Safeguard the work and also the property of the State and other individuals in the vicinity of Contractor's work. Make good on any damages and for losses to work or property caused by Contractor or its

employee's negligence. Where damaged property cannot be cleaned and restored to its original condition (i.e. prior to being damaged) replace it with a new product of equal quality. No proration or use of "used" products will be permitted.

H. Incidental work to be performed:

1. Carefully remove and neatly store away wall-mounted items and reinstall removed items: white board, clock, exit signs, framed dollar bills, switchplates, receptacle covers.

1.10 MINIMUM PAINTING WORK

- A. Unless noted otherwise, minimum interior painting work area shall be the complete inside surfaces of suite.

1.11 WARRANTY

- A. Contractor shall provide a two (2) year guarantee that the work performed under this section conforms to the contract requirements and is free of any defect of material or workmanship.

PART 2 - PRODUCTS

2.01 PAINT MATERIALS, GENERAL

- A. Material Compatibility: Provide block fillers, patching materials, primers, and finish-coat materials that are compatible with one another and with the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.
- B. Material Quality: Provide manufacturer's best-quality paint material of the various coating types specified that are factory formulated and recommended by manufacturer for application indicated. Paint-material containers not displaying manufacturer's product identification will not be acceptable.
1. Proprietary Names: Use of manufacturer's proprietary product names in the Paint Systems Schedule in Part 3 below to designate colors or materials, is not intended to imply that products named are required to be used to the exclusion of equivalent products of other manufacturers. Furnish manufacturer's material data and certificates of performance for proposed products to be used.
 2. Equivalency: Equivalent products to the specified products are listed in the Master Painter's Institute's "Architectural Painting Specification Manual."
 3. Substitution: Requests for substitution of a product or product if a manufacturer is not on the Approved product list will be evaluated for equivalency based on product test results per the test criteria of the Master Painter's Institute.
- C. Color: Match existing.
- D. Hazardous Materials: Do not use paint or paint products containing asbestos, lead, mercury or mercury compounds, zinc chromates, strontium-chromate, or cadmium. Do not use abrasive blast media that contain crystalline silica.

2.02 MISCELLANEOUS MATERIALS

- A. Provide patching and repair materials, compatible with paint finishes and substrates.
- B. Accessories
 - 1. General: Provide other materials not specifically indicated but required to achieve the finishes specified, of commercial quality.
 - 2. Thinners: Thinning of paint shall be done using material recommended by the manufacturer. Mix proprietary products according to manufacturer's requirements. Do not use compound thinner, mineral oil, kerosene, refined linseed oil, or gasoline for thinning.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine substrates, areas, and conditions, with Applicator present, for compliance with requirements for paint application. Comply with procedures specified in PDCA P4.
 - 1. Proceed with paint application only after unsatisfactory conditions have been corrected and surfaces receiving paint are thoroughly dry.
 - 2. Start of painting will be construed as Applicator's acceptance of surfaces and conditions within a particular area.

3.02 COORDINATION OF WORK

- A. On request, furnish information on characteristics of finish materials to ensure use of compatible materials. Notify Contracting Officer about anticipated problems when using the materials specified over substrates primed by others.

3.03 PREPARATION

- A. General: Remove hardware and hardware accessories, plates, machined surfaces, lighting fixtures, and similar items already installed that are not to be painted. If removal is impractical or impossible because of size or weight of the item, provide surface-applied protection before surface preparation and painting.
 - 1. After completing painting operations in each space or area, reinstall items removed using workers skilled in the trades involved.
- B. Cleaning: Before applying paint or other surface treatments, clean substrates of substances that could impair bond of the various coatings. Remove oil and grease before cleaning.
 - 1. Schedule cleaning and painting so dust and other contaminants from the cleaning process will not fall on wet, newly painted surfaces.
- C. Surface Preparation: Clean and prepare surfaces to be painted according to manufacturer's written instructions for each particular substrate condition and as specified.
 - 1. General: Correct defects and clean surfaces which affect work of this section. Remove existing coatings that exhibit loose surface defects.
 - a. Provide barrier coats over marks, patches, and other imperfections which may bleed through surface finish.

- b. Remove from surfaces to be repainted all foreign matter such as nails, screws, staples, tape and gum.
 - c. Remove all loose, blistered, scaled, crazed or chalky finish to an existing tight and firm finish.
 2. Lightly sand the surface where existing finish remains tight and firm. Where the paint has been removed, sand the edges of scarred areas to a smooth feathered edge.
 3. Gypsum Board Surfaces: Fill minor defects with filler compound. Spot prime defects after repair.
- D. Mildew Removal Preparation:
 1. Remove mildew and sterilize the surface to be painted using one of the following methods:
 - a. Apply a commercial mildew remover applied per manufacturer's instructions.
 2. Following treatment, clean the surface with potable water and allow to thoroughly dry before painting.
- E. Material Preparation: Mix and prepare paint materials according to manufacturer's written instructions.
 1. Maintain containers used in mixing and applying paint in a clean condition, free of foreign materials and residue.
 2. Stir material before application to produce a mixture of uniform density. Stir as required during application. Do not stir surface film into material. If necessary, remove surface film and strain material before using.
 3. Use only thinners approved by paint manufacturer and only within recommended limits.
 4. Tinting: Tint each undercoat a lighter shade to simplify identification of each coat when multiple coats of same material are applied. Tint undercoats to match the color of the finish coat, but provide sufficient differences in shade of undercoats to distinguish each separate coat.

3.04 APPLICATION

- A. General: Apply paint according to manufacturer's written instructions. Use applicators and techniques best suited for substrate and type of material being applied.
 1. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to formation of a durable paint film.
 2. Provide finish coats that are compatible with primers used.
 3. The term "exposed surfaces" includes areas visible when permanent or built-in fixtures, grilles, covers, and similar components are in place. Extend

coatings in these areas, as required, to maintain system integrity and provide desired protection.

4. Paint surfaces behind movable equipment and furniture the same as similar exposed surfaces.
- B. Scheduling Painting: Apply first coat to surfaces that have been cleaned, pretreated, or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.
1. The number of coats and film thickness required are the same regardless of application method. Do not apply succeeding coats until previous coat has cured as recommended by manufacturer. If sanding is required to produce a smooth, even surface according to manufacturer's written instructions, sand between applications.
 2. If undercoats, stains, or other conditions show through final coat of paint, apply additional coats until paint film is of uniform finish, color, and appearance. Give special attention to ensure that edges, corners, crevices, welds, and exposed fasteners receive a dry film thickness equivalent to that of flat surfaces.
 3. Allow sufficient time between successive coats to permit proper drying. Do not recoat surfaces until paint has dried to where it feels firm, and does not deform or feel sticky under moderate thumb pressure, and until application of another coat of paint does not cause undercoat to lift or lose adhesion.
- C. Application Procedures: Apply paints and coatings by brush, roller, spray, or other applicators according to manufacturer's written instructions.
1. Brushes: Use brushes best suited for type of material applied. Use brush of appropriate size for surface or item being painted.
 2. Rollers: Use rollers of carpet, velvet-back, or high-pile sheep's wool as recommended by manufacturer for material and texture required.
 3. Spray Equipment: Not allowed on this project.
- D. Minimum Coating Thickness: Apply paint materials no thinner than manufacturer's recommended spreading rate to achieve dry film thickness indicated. Provide total dry film thickness of the entire system as recommended by manufacturer.
- E. Pigmented (Opaque) Finishes: Completely cover surfaces as necessary to provide a smooth, opaque surface of uniform finish, color, appearance, and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections will not be acceptable.
- F. Completed Work: Match approved samples for color, texture, and coverage. Remove, refinish, or repaint work not complying with requirements.

3.05 FIELD QUALITY CONTROL TESTING

- A. Inspection and Approvals: Unless directed otherwise by the Contracting Officer, obtain written approval upon completion of each phase of work (phases of work

are: surface preparation and spot prime, first finish coat, second finish coat) before proceeding into the next phase or work. For any particular area of work that deviates from the submitted work schedule, notify the Contracting Officer one day in advance when completing any phase of work. Provide access to areas to be inspected.

- B. Failure to obtain approval of any phase of work for a work area may result in redoing the operation at no cost to the State.
- C. Right of Rejection: Non conforming work will be rejected by the Contracting Officer. Remove rejected material from the job site immediately. Redo rejected work at no cost to the State.
 - 1. Where the required paint thickness is deficient, provide additional coats to the affected surface(s) to meet the required paint thickness.

3.06 CLEANING

- A. Cleanup: At the end of each workday, remove empty cans, rags, rubbish, and other discarded paint materials from Project site.
 - 1. After completing painting, clean glass and paint-spattered surfaces. Remove spattered paint by washing and scraping without scratching or damaging adjacent finished surfaces.

3.07 PROTECTION

- A. Protect work of other trades, whether being painted or not, against damage from painting. Correct damage by cleaning, repairing or replacing, and repainting, as approved by Contracting Officer.
- B. Provide "Wet Paint" signs to protect newly painted finishes. After completing painting operations, remove temporary protective wrappings provided by others to protect their work.
 - 1. After work of other trades is complete, touch up and restore damaged or defaced painted surfaces. Comply with procedures specified in PDCA P1.

3.09 INTERIOR PAINT

- A. Existing Painted Gypsum Board and Plaster: Provide the following finish system over interior existing painted gypsum board and plaster surfaces:
 - 1. Institutional Low Odor/Low VOC Latex: MPI eggshell.
 - a. Primer: MPI 50
 - b. Intermediate: MPI 145.
 - c. Top: MPI 145
 - d. System DFT: 4 mils

END OF SECTION

DIVISION 13 – SPECIAL CONSTRUCTION

SECTION 13283 - DISTURBANCE OF LEAD-CONTAINING MATERIAL

PART 1 - GENERAL

1.01 SUMMARY

- A. Disturbance of materials containing lead during renovation activities.
- B. All paint shall be considered to contain lead until proven otherwise.

1.02 DESCRIPTION OF WORK

- A. Whenever lead paint or lead material is being disturbed, this Section shall take precedence over others.
- B. The preparation and treatment of existing paint with lead material on various surfaces. Lead paint removal work shall be selective and only where existing paint is peeling, blistering, flaking, delaminating, chalky, in poor condition, not adhering to the existing substrate and/or fails adhesion testing.
- C. All preparation of lead paint shall be identified in advance so that the preparation/treatment of surfaces will be one continuous operation.
- D. Contractor is responsible for coordinating all work within this Section with contract drawings, contract specifications, and contract documents.
- E. This section is being implemented so that the planned work can be accomplished in a safe manner.

1.03 WORK SPECIFIED IN THIS SECTION

- A. Furnish all labor, materials and equipment necessary to carry out the safe preparation and treatment of lead-containing paint in compliance with all applicable laws and regulations from all surfaces, including all incidental and pertinent operations to safely complete this project.

1.04 COORDINATION WITH OTHER SECTIONS

- A. It will be the Contractor's responsibility to repair and/or replace, to the State's satisfaction, all items identified as damaged and/or missing in connection with this work that cannot be proven to have been in this condition prior to the commencement of this project. It is the Contractor's responsibility to bring to the attention of the Contracting Officer, any discrepancies in the plans and specifications prior to starting any work.

1.05 CONTRACTOR USE OF PREMISES

- A. General: The Contractor shall cooperate fully with the State, during the project execution to minimize conflicts.
- B. Pollution Control: The Contractor shall not contaminate the air, water, soil or other items with hazardous materials such as cleaning solutions, lead-containing paint debris and waste, etc. The Contractor shall immediately clean the contaminated area and dispose of the waste at his own expense if determined by

the Contracting Officer to be contaminated. The Contracting Officer shall have the authority to immediately stop the work and order the Contractor to clean the contaminated site.

C. Use of the Site:

1. Confine operations at the site to the areas permitted under the Contract. Portions of the site beyond areas on which work is indicated are not to be disturbed. Conform to site rules and regulations affecting the work while at the project site.
2. Do not unreasonably encumber the site with materials or equipment. Confine stock-piling of materials and location of storage to the areas authorized by the Contracting Officer.

1.06 COMMENCEMENT OF WORK

- A. The Contractor shall not commence work unless the following requirements have been met. These requirements must be met each time work that calls for the disturbance of lead-containing paint is to begin in a new work area.
- B. Submittals: All pre-treatment submittals, notifications, posting and permits have been provided and are satisfactory to the Contracting Officer.
- C. Equipment: All equipment for preparation, clean-up and disposal are on hand.

1.07 SUBMITTALS

- A. Submit in accordance with SECTION 01330 – SUBMITTAL PROCEDURES. Submittals shall be submitted in the order listed herein. Failure to do so will result in automatic rejection of submittals. All submittals shall be made to the Contracting Officer no later than 10 consecutive calendar days from award date unless specified otherwise.
- B. Schedule of Work: Contractor shall submit detailed lead-based and/or lead-containing paint disturbance schedule. Project schedule shall indicate the actual start and completion dates for each phase of the work.
- C. Shop Drawings and Diagrams: Contractor shall submit the following.
 1. Name of Contractor's onsite Competent Person responsible for compliance with all Federal, State and Local regulations and plans and specifications.
 2. Preparation of the work area.
 3. Any personal protective equipment including respiratory protection and protective clothing approved by the Contracting Officer.
 4. Employees who will participate in the project, including delineation of experience, training, and assigned responsibilities during the project.
 5. Decontamination procedures for the personnel, work area and equipment.
 6. Work methods and procedures to be used during the removal of loose, peeling, flaking, chalky, delaminating and/or blistering paint and during

demolition of surfaces containing lead paint including methods to suppress dust emissions during the disturbance of lead-based and/or lead-containing paint.

7. Required air monitoring procedures and sampling protocols when the likelihood of airborne exposure of lead-containing dust and fumes are probable.
 8. Procedures for handling and transporting waste materials.
 9. Procedures for final decontamination and clean-up.
 10. A sequence of work and performance schedule in coordination with other trades.
 11. Emergency procedures.
- D. Product Data: The Contractor shall submit samples or product data sheet for approval. Product data sheet items shall include manufacturer's name, trade name, catalog number, size, specification reference, applicable federal and military specification references, and all other information necessary to establish contract compliance.
- E. MSDS Sheets: Liquid sanders, encapsulants and any other materials brought on-site that are considered as hazardous materials under 29 CFR 1910.1200, shall include Materials Safety Data Sheets.
- F. Others: The Contracting Officer with the Contractor may inspect the work area wherein all associated activities will occur and submit a statement signed by both, agreeing on building and fixture condition prior to the commencement of work.
- G. Certificates - Documentation for Instructions:
1. Submit documentation satisfactory to the Contracting Officer that the Contractor's employees, including foreman, supervisors and any other company personnel or agents who may be exposed to airborne lead dust or who may be responsible for any aspects of lead-containing paint removal activities, have received training in accordance with OSHA lead in construction standard for all workers disturbing lead-containing paint.
 2. Submit to the Contracting Officer, a written respiratory protection program meeting the requirements of 29 CFR 1910.134 (b) (d) (e) and (f), documentation that all employees using respirators have received the training specified in this Section and documentation of respirator fit-testing for all Contractor employees and agents who must wear negative pressure respirators.
- H. Other - Documentation from Physician: The Contractor shall submit documentation from a physician that all employees or agents who may be exposed to airborne lead-containing dust or fumes have been medically monitored to determine whether they are physically capable of working while

wearing the respirator required without suffering adverse health effects. In addition, the Contractor shall document that his personnel have received medical monitoring as required by 29 CFR 1926.62.

1. Before exposure to lead dust or fumes, the Contractor will provide workers with a comprehensive medical examination as required Federal Register/Volume 55, No. 189; and 29 CFR 1926.62 or whichever is stricter for the operation being performed. This examination will not be required if adequate records show the employees have been examined as required by the aforementioned regulations within the last year.
2. The Contractor shall provide information to the examining physician about unusual conditions in the work place environment that may impact on the employee's ability to perform work activities; a copy of 29 CFR 1910.1025; Federal Register/Volume 55, No. 189; a description of the affected employee's duties as they relate to the employee's exposure; the employee's representative exposure level or anticipated exposure level; and description of any personal protective and respiratory equipment used or to be used; and information from previous medical examinations of the affected employee that is not otherwise available to the examining physician.

1.08 GENERAL REQUIREMENTS

- A. The work specified herein shall include the preparation of work area, preparation and/or other special treatment procedures, demolition, and transportation and disposal procedures as required of lead-containing materials by persons trained, knowledgeable and qualified in the techniques of handling and disposing of lead-containing and lead-contaminated materials, and the subsequent cleaning of contaminated areas. This work shall be performed in compliance with all applicable federal, state and local regulations.
- B. The Contractor shall submit documentation within 10 consecutive calendar days of award, that employees have had instructions on the dangers of lead exposure on respirator use and decontamination.
- C. The Contractor shall give, at a minimum, 7 working days notification to the State's Inspector/Air Monitoring Consultant prior to the start of any lead disturbance related work.
- D. The Contractor shall not begin with any work without the State's Inspector / Air Monitoring Consultant present onsite.
- E. Applicable Standards and Guidelines: All work under this contract, and any other trade work conducted with the project, shall be performed in strict accordance with all applicable federal, state and local regulations, standards and codes governing lead-containing paint preparation, removal, disposal, treatment, transportation and disposal of lead materials.
 1. The most recent edition of any relevant regulation, standard, document code shall be in effect.
 2. The Contractor shall have copies of all standards, regulations, codes and other applicable documents available at the work site in an area assigned to the Contractor throughout the execution of this project.

- F. Specific Statutory and Regulatory Requirements:
1. Office of Public and Indian Housing, Department of Housing and Urban Development: Lead Paint Guidelines dated June 1995.
 2. Title 29 Code of Federal Regulations Part 1926.62, Safety and Health Standards (Lead Exposure in Construction, May 1993).
 3. Title 29 Code of Federal Regulations Part 1910.134, Respiratory Protection.
 4. Title 40 Code of Federal Regulations Part 261, Identification and Listing of Hazardous Waste.
 5. Title 40 Code of Federal Regulations Part 262, Standards Applicable to Generators of Hazardous Waste.
 6. Title 40 Code of Federal Regulations Part 263, Regulations Hazardous Waste Transporters.
 7. Federal Register/Vol. 54, No. 131; Tuesday, July 11, 1989. Department of Labor, Occupational Safety and Health Administration; 29 CFR Parts 1910, 1915, 1917 and 1918; Occupational Exposure to Lead; Statement of Reasons; Final Rule.
- G. Alternative Procedures:
1. Requests for Alternative Procedures: Procedures described in this specification are to be used at all times. However, if specified procedures cannot be used, a request must be made in writing to the Contracting Officer providing details of the problem encountered and recommended alternatives.
 2. Requirements for Alternative Procedures: Alternative procedures shall provide equivalent or greater protection than the procedures that they replace.
 3. Approval of Alternative Procedures: Any alternative procedure must be approved in writing by the Contracting Officer before implementation.

1.09 DEFINITIONS

- A. Abatement: Procedure to control lead dust release from lead-containing paint.
- B. Removal: All herein specified procedures necessary to remove lead paint that is peeling, blistering, flaking, chalky, delaminating, in poor condition, not adhering to the existing substrate, fails adhesion testing, and/or going to be disturbed in an acceptable manner or the removal of all paint regardless of condition to structural substrate.
- C. Action Level (AL): Employee exposure averaged over an 8-hour period, without regard to the use of respirators, to a particular airborne concentration. OSHA requirements become effective at this level. Lead: 30 micrograms/cubic meter.
- D. Air Monitoring: The process of measuring the content of a specific, known, volume of air in a stated period of time. For this project, NIOSH 7082 method for lead monitoring.

- E. Authorized Visitor: The Contracting Officer, their representatives, air monitoring personnel, or representative of any regulatory or other agency having jurisdiction over the project.
- F. Contaminated Area: An area where unwanted toxic or harmful substances have been introduced.
- G. Fixed Object: A unit of equipment or furniture in the area which cannot be removed from the work area without dismantling.
- H. HEPA Filter: A High Efficiency Particulate Absolute filter capable of trapping and retaining 99.97% of particulate greater than 0.3 micron in length.
- I. HEPA Vacuum Equipment: Vacuuming equipment that utilizes a High Efficiency Particulate Absolute (HEPA) filter.
- J. Holding Area: A secure area used for the storage of properly contained lead-containing material before removal from the project site to an approved disposal site.
- K. Lead: Metallic lead, all inorganic lead compounds, and inorganic lead soaps. Excluded are all other organic lead compounds.
- L. Lead Paint: Lead-containing paint, lead-based paint and/or paint containing any amount of lead.
- M. Lead-containing Paint: Lead-containing paint, lead-based paint and/or paint containing any amount of lead.
- N. Lead Control Area: An Area where lead-containing paint removal, treatment and preparation operations are performed which is isolated by physical boundaries to prevent unauthorized entry of personnel and to prevent the spread of lead dust, paint chips or debris.
- O. Permissible Exposure Limit (PEL): The employer shall ensure that no employee is exposed to concentrations greater than the PEL as determined from an 8-hour time weighted average. Lead: 50 micrograms/cubic meter.
- P. Personal Monitoring: Sampling of lead paint dust concentrations within the breathing zone of an employee to determine the 8-hour time weighted average. The samples shall be representative of the employee's work tasks. The breathing zone shall be considered an area within 12 inches of the nose or mouth of an employee.
- Q. Plasticizing: Procedures necessary to use polyethylene sheeting, adhesives and (or) taping.

1.10 ABBREVIATIONS

- A. ANSI - American National Standards Institute, Inc.
- B. CFR - Code of Federal Regulations

- C. EPA - U.S. Environmental Protection Agency
- D. HIOSH - Department of Occupational Safety and Health, Department of Labor and Industrial Relations, State of Hawaii
- E. NIOSH - National Institute for Occupational Safety and Health
- F. OSHA - Occupational Safety and Health Administration
- G. NESHAPS - National Emissions Standards for Hazardous Air Pollutants
- H. LBP - Lead-Based Paint

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Plastic Sheeting: Minimum thickness is 6-mil polyethylene film.
- B. Tapes: Tape shall be capable of sealing joints of adjacent sheets of polyethylene and for attaching polyethylene sheets to finished or unfinished surfaces of dissimilar materials and capable of adhering under both dry and wet conditions, including the use of amended water. Silver cloth duct tape, minimum 2 inches wide; red or NATO orange tape, minimum 2 inches wide for exit arrows; and double faced foam tapes, by Nashua 3-M, Arno, or approved equal.
- C. Adhesives: Adhesives shall be capable of sealing joints of adjacent sheets of polyethylene and for attachment of dissimilar materials and capable of adhering under both dry and wet conditions, including use of amended water. 3-M #76, #77, or approved equal.
- D. Warning Labels and Signs: As required by 29 CFR 1926.62.
- E. Protective Clothing: The Contractor shall have all the required sets of coveralls required for this project prior to the start of work. There will be no time extension for the unavailability of coveralls or related equipment.
- F. Liquid Sanders: Product shall be specifically designed for the preparation of paint where dry sanding is not allowed or not appropriate. Liquid sanders are not to be used to remove paint.
- G. Other Materials: Provide all other materials which may be required to prepare properly and complete this project.

2.02 TOOLS AND EQUIPMENT

- A. General: Provide and fabricate suitable tools for the lead treatment/preparation procedures.
- B. Other tools and equipment as necessary to accomplish the specified work.

2.03 PERSONNEL PROTECTION REQUIREMENTS

- A. The Contractor acknowledges that he alone is responsible for the instruction and for enforcing personnel protection requirements, and that these specifications provide only a minimum acceptable standard. If other potentially hazardous materials are used, the Contractor shall comply with all applicable regulations that exist for that particular hazardous material and to ensure worker safety and health.

- B. Respiratory Protection: The Contractor shall provide all respiratory protection to workers in accordance with the submitted written respiratory protection program, which includes all items in 29CFR1910.134(b)(I-II).

- C. Protective Clothing:
 - 1. Clothing: The Contractor shall provide clothing including head, hands, foot and full body protection consisting of material impenetrable by bulk material in sufficient quantities and adequate size for all workers, and Authorized Visitors. Disposable or reusable clothing are acceptable, however, disposable clothing shall be disposed of in accordance with all federal, state and local regulations.

 - 2. Miscellaneous safety equipment: The Contractor shall provide hard hats (meeting the requirements of ANSI Standard Z89.1-1981), protective eyewear (meeting the requirements of ANSI Standard Z87.1-1979), and disposable gloves to all workers. Safety shoes (meeting the requirements of ANSI Standard Z41.1-1987) may be required for some activities.

 - 3. Footwear: The Contractor shall require appropriate footwear for all workers.

PART 3 - EXECUTION

3.01 POTENTIAL LEAD HAZARD

- A. The disturbance or dislocation of lead-containing materials may cause lead-containing dust to be released into the atmosphere, thereby creating a potential health hazard to workmen, building occupants, and neighboring residences. Apprise all worker's supervisory personnel, subcontractors and consultants who will be at the job site of the seriousness of the hazard and of proper work procedures which must be followed.

- B. Where in the performance of the work, workers, supervisory personnel, subcontractors or consultants may encounter, disturb, or otherwise function in the immediate vicinity of any identified lead-containing materials, take appropriate continuous measures as necessary to protect all building occupants from the potential hazard of exposure to respirable airborne lead dust and ingestible lead-containing materials. Such measures shall include at the minimum, the procedures and methods described herein, and compliance with regulations of applicable federal, state and local agencies.

3.02 LEAD-CONTAINING MATERIALS

- A. Lead-containing painted components are known to be present based on and testing conducted.
 - 1. This Section applies to lead-containing painted components that will be disturbed during surface preparation and treatment, demolition, and other activities and as described herein. It does not apply to painted components that do not contain lead, or lead-containing paint that will not be disturbed in any manner during the work to be performed under this contract. The Contracting Officer shall have the authority to require special engineering controls described under this Section of any lead painted components that are disturbed.

3.03 WORK AREA PREPARATION

- A. Posting of Caution Signs: The Contractor shall post caution signs in accordance with OSHA at any location and approaches to a location where airborne concentrations of lead may exceed ambient background levels. The Contractor shall post signs at a distance sufficiently far enough away from the work area to permit an employee to read the sign and take the necessary protective measures to avoid exposure. Additional signs may need to be posted following construction of work place barriers.
- B. Isolation Barriers: Isolation barriers shall be installed in accordance with the contractor's approved work plan wherever it is necessary to protect the public, employees of the facility and non-working personnel from leaded dust. The isolation barriers shall provide sufficient protection from contaminating the exterior of the work area.
- C. Inspect the Building Openings: At the beginning of each work day, the Contractor shall inspect and ensure that all doors, windows and other openings of affected building(s) and all surrounding buildings are closed or sealed.

3.04 LEAD-CONTAINING PAINT TREATMENT/PREPARATION PROCEDURES

- A. General:
 - 1. Provide temporary utilities, security, safety, worker protection, clean-up and disposal of waste materials as described in this section and elsewhere in these specifications.
 - 2. Isolating the work area: The Contractor shall isolate work area, with barricades and signs to prevent un-authorized persons from entering into the work area.

The Contractor shall post signs at a distance sufficiently far enough away from the work area to permit an employee to read the sign and take the necessary protective measures to avoid exposure. Additional signs may need to be posted following construction of work place barriers.

- 3. The Contractor shall at all times suppress dust emissions while disturbing any material containing lead paint. No visible emissions will be permitted.
- 4. Re-establishment of the work area shall only occur when clean-up procedures have been completed, all repairs necessitated by paint treatment activities have been performed, no visible lead paint debris is present.

5. Ground contamination of lead-containing paint and other paint preparatory materials shall be cleaned before leaving the premises.
- B. Paint Removal: Paint removal shall only be allowed in locations where paint is peeling, blistering, flaking, chalky, not adhering to the existing substrate, and/or fails adhesion testing.
- C. Paint Stripping:
1. Work included under this sub-section includes the furnishing of all labor, materials and equipment required to remove lead-containing paint by scraping and/or brushing after the paint has been softened by the application of a chemical stripping agent.
 2. Chemical removers shall contain no methylene chloride products. Chemical removers shall be compatible with, and not harmful to the substrate to which they are applied. Chemical removers used for interior surfaces shall not raise or discolor the surface being abated.
 3. Chemical stripping agent neutralizers may be used on exterior surfaces only. Neutralizers shall be compatible with and not harmful to the substrate that they are applied to. Neutralizers shall be compatible with the stripping agent that has been applied to the surface substrate.
 4. Chemical stripping agents and neutralizers shall be applied in accordance with the recommendations of the manufacturer. Care must be taken to adhere to all MSDS, health/safety code and other specification section requirements. Stripping agents shall not be allowed to penetrate wood or other fibrous substrates.
 5. Apply paint strippers in accordance with the manufacturer's printed instructions by spray equipment or trowel to a minimum thickness of 1/8 inch. Cover past with fibrous rubbing gently to remove air and pierce remaining air bubbles with knife. Leave on for period of not less than 24 hours or longer according to test patch findings.
 6. Neutralize area: Rinse off the residue with water into an approved collection-filtration system and neutralize the area in accordance with the manufacturer's recommendations.
 7. Protective clothing: All workers shall be protected by rubber or polyethylene full body coverage suits, boots, gloves, face shield and protective head gear. Avoid contact with eyes and skin.
- D. Abrasive Removers Machine Sander:
1. Work included under this sub-section includes the furnishing of all labor, materials, and equipment required to remove lead-containing paint by machine sanding using a high efficiency dust Particulate Accumulator (HEPA) vacuum system, as called out in these specifications.
 2. Sanders shall be of the dual action, rotary action, orbital or straight line system type, capable of being fitted with a (HEPA) dust pick-up system.

3. Wet sanding shall be conducted by hand or pneumatic driven sanders. Electric powered sanders shall not be used for wet sanding.
 4. Dry sanding shall only be done on flat surfaces which allow the HEPA dust collection system come into tight contact with the surface being sanded. Surfaces to be sanded shall be wide enough to allow maximum efficiency of the HEPA dust collection system.
 5. All lead-containing paint shall be removed down to the bare substrate surface. In cases that some pigment may remain embedded in wood grain and similar porous substrate, care shall be taken to avoid damage to the substrate with the sanding machine. If the pigment cannot be removed without damaging the substrate, the Contractor shall notify the Contracting Officer for further instructions.
- E. Paint Preparation:
1. Work included under this Sub-Section includes the furnishing of all labor, materials and equipment required to prepare lead-containing painted components by non-abrasive or wet abrasive techniques.
 2. Application:
 - a. Protective clothing shall be worn at all times during the work. Tyvek suits or coveralls shall be worn with protective shoes and gloves.
 - b. Plastic drop cloths shall cover the floor and other areas not being repainted.
 - c. Remove from surface to be repainted all foreign matter such as tape and gum.
 - d. Where existing finish remains clean, tight and firm, prepare surface by using a commercial paint preparation solution (liquid sandpaper) or wet sandpaper to remove the glossy coat.
 - e. Completely wipe or wash all surfaces with mineral spirits, T.S.P. (tri-sodium phosphate), or other appropriate solution as required to remove any accumulated film of wax, oil, grease, smoke, dust, dirt, chalky or other foreign matter which would impair bond of, or bleed through new finish.
 - f. Immediately, spot prime with specified primer, areas where bare metal is exposed.
 - g. Dispose of waste, gloves, suits, plastic, and disposable equipment in accordance with 40 CFR 261 and specifications herein.
 3. Ground contamination of lead-containing paint and other paint preparatory materials shall be cleaned before leaving the premises.

3.06 STORAGE AND DISPOSAL REQUIREMENTS

- A. Storage Requirements: The Contractor shall store Non-Hazardous and Hazardous Waste Material within the Contractor's trailer or secured storage area.
 - 1. Bagged waste material: If bagged waste material is to be stored, the Contractor shall use dumpsters for this purpose. The dumpsters shall have doors and tops that can be closed and locked to prevent vandalism, wind dispersion of lead dust, or other disturbance of the bagged debris. The Contractor shall not store unbagged lead-containing waste, liquid waste or non-lead-containing waste in these dumpsters. The Contractor also shall ensure that the bags in the dumpsters are not damaged. The Contractor shall post warning signs on the dumpsters as specified in OSHA requirement 29 CFR 1926.62.
 - 2. Drummed waste material: If waste material is to be stored in drums, the Contractor shall use a secured storage area for this purpose. This storage area shall have doors that can be closed and locked to prevent vandalism. The Contractor shall only store waste material contained in drums or dumpsters in the secured area. The Contractor shall ensure that the drums in this secured storage area is not damaged. The Contractor shall post warning signs outside the secured storage area as specified in the OSHA requirement 29 CFR 1926.62.
 - 3. Dumpster waste material: If waste material is to be stored in dumpster, the Contractor shall use a secured storage area for this purpose. Dumpster shall have doors that can be closed and locked to prevent vandalism. The Contractor shall only store non-hazardous waste material in the dumpster(s). The Contractor shall ensure that the dumpsters are not damaged. The Contractor shall post warning signs outside the secured storage area as required by OSHA, DOT and any other applicable Federal, State and Local regulations.
- B. Waste Disposal and Landfill Requirements:
 - 1. Representative samples, of paint chips debris and demolition debris, for lead leachability (TCLP) testing shall be collected and paid for by the Contractor. If results are below the EPA limit, the materials shall be disposed of at a landfill approved for such purposes. The Contractor shall submit to the Contracting Officer, documentation that the lead-containing waste material removed from the work area has been accepted by the landfill owner.
 - 2. If lead leachability results are above the EPA limit, the materials shall be disposed of at an approved facility for receiving hazardous materials. The Contractor shall be responsible for all disposal costs including all transportation fees. The Contractor shall submit to the Contracting Officer, documentation that the lead-containing waste material removed from the work area has been accepted by the hazardous materials approved landfill owner.
- C. Disposal of Non-Hazardous Lead-Containing Waste:
 - 1. Notifying landfill operator: If required by the landfill or its agents, the Contractor shall advise the landfill operator with sufficient time prior to transportation of the quantity of material to be delivered.

2. Unloading: upon reaching the landfill, the Contractor's trucks are to approach the dump location as close as possible for unloading the Lead-Containing Waste Material.
 - a. The Contractor shall inspect containers as they are unloaded at the disposal site. Material in damaged containers shall be repacked in empty containers, as necessary.
 - b. The Contractor shall carefully place waste Containers on the ground at the disposal site, not push or throw the containers out of the trucks.
 3. Clean-up procedures:
 - a. If containers are broken or damaged, the Contractor shall leave the containers in the truck and clean the entire truck and its contents using HEPA vacuums and wet cleaning methods, until no visible residue is observed.
 - b. Following the removal of all contaminated waste, the Contractor shall decontaminate the truck cargo area using HEPA Vacuums and/or wet cleaning methods until no visible residue is observed. Polyethylene sheeting shall be removed and discarded as Lead-Contaminated Waste Material, along with contaminated cleaning materials and protective clothing, in containers at the disposal site.
- D. Recycling of Non-Hazardous Lead-Containing Waste:
1. The Contractor is responsible for all cost relating to materials with lead painted surfaces to be recycled. It is the responsibility of the Contractor to determine which materials may or may not be re-cycled.
 2. The Contractor is to perform all testing, at his own cost, to ensure the material to be recycled may be accepted and recycled in accordance the recyclers permit conditions.
 3. If the material cannot be recycled, the Contractor shall be responsible for the proper disposal of the debris at his own cost.

3.07 TESTING/AIR MONITORING

- A. Contractor Responsibilities:
1. The Contractor shall provide the personal monitoring and necessary records for all of the Contractor's employees as required by OSHA (29 CFR 1926.62), and all other applicable law.
 2. Area air/dust monitoring and testing which becomes necessary in order to follow up on work by the Contractor that has been rejected as not conforming to the requirements shall be the responsibility of the Contractor. The full cost of additional monitoring and testing shall be borne by the Contractor, and shall be deducted from the final contract payment in the event of working double shifts to meet deadlines, working longer hours than stated in the accepted proposal, for working beyond the scheduled completion date, violating regulations, not conforming to specifications and plans, or for failing clearance test requirements.

END OF SECTION

SECTION 13288 - TESTING / AIR MONITORING

PART 1 - GENERAL

1.01 SUMMARY

- A. Testing/air monitoring requirements during lead paint disturbance related activities.

1.02 LEAD PAINT INSPECTION BY CONTRACTING OFFICER

- A. Daily air monitoring and testing shall be supplied by the Contracting Officer for the purpose of:
 - 1. Verifying compliance with the specifications listed in SECTION 13283 – DISTURBANCE OF LEAD-CONTAINING MATERIAL;
 - 2. Insuring that the State's legally required documentation is collected;
 - 3. Providing engineering control during the project.

1.03 COORDINATION WITH OTHER SECTIONS

- A. The testing/air monitoring requirements included in the scope of work for any testing/air monitoring consultants or inspectors, and all applicable Federal, State, and local regulations shall be coordinated with this section.

PART 2 - PRODUCTS

Not applicable to this section.

PART 3 - EXECUTION

3.01 LEAD PAINT CONTRACTOR RESPONSIBILITIES

- A. The Contractor shall be responsible for providing the personal monitoring and maintaining necessary records for all of the Contractor's employees as required by OSHA, Hawaii State Law and all other applicable law.
- B. The Contractor shall obtain the legally required reports for air monitoring as part of the contract.
- C. Monitoring information developed by the Inspector's activities while under the contract with the State shall be for the use of the Contracting Officer. The information will be available and offered to the Contractor when developed, but not thereafter, and shall not waive the Contractor's obligations stated elsewhere in this section.
- D. Air monitoring and testing which becomes necessary in order to follow up on work by the Contractor which is rejected as not conforming to the requirements shall be the responsibility of the Contracting Officer. However, the full cost of such additional monitoring and testing shall be borne by the Contractor, and shall be paid directly to the State's Air Monitoring Consultant (EMET Services) no later than prior to the final contract payment.

- E. Personal air monitoring that is part of the Inspector's (Testing/Air Monitoring Consultant) scope of work shall be accommodated by the Contractor and shall not be assumed to be the monitoring required of the Contractor by law or regulation.
- F. The Contractor shall give, at a minimum, 7 working days' notification to the Judiciary Branch and State's Inspector / Air Monitoring Consultant (EMET Services) prior to the start of any asbestos and lead paint related work.

3.02 TESTING/AIR MONITORING INSPECTOR (AIR MONITORING CONSULTANT)

- A. The Inspector (Testing/Air Monitoring Consultant) will insure that the applicable specifications are being followed using the methods and requirements of the applicable scope of work.
- B. The Inspector (Testing/Air Monitoring Consultant) shall have the authority to instigate engineering control measures during the project and stop work if deemed necessary.
- C. Air monitoring shall be performed to detect airborne lead concentrations inside and outside the work area for the duration of the project.
- D. Environmental air monitoring shall be performed by the Inspector/Air Monitoring Consultant. Payment to the Inspector/Air Monitoring Consultant shall be by the State. Any testing initiated by the Contractor shall be paid for by the Contractor and shall be included in the contract amount.
- E. Throughout the entire disturbance and cleaning operations, air monitoring shall be conducted to ensure that the Contractor is complying with this specification, EPA, OSHA, HIOSH, and any applicable State and local government regulations.

END OF SECTION