

REQUIREMENTS and SPECIFICATIONS

TO CONSTRUCT

**KAUIKEAOULI HALE
CELL BLOCK EPOXY FLOORING
JUDICIARY PROJECT IDENTIFIER: JUD-1JC-25-2-0300
TAX MAP KEY: 2-1-017:003
HONOLULU, OAHU, HAWAI'I**

FOR THE JUDICIARY
STATE OF HAWAI'I

RODNEY A. MAILE
ADMINISTRATIVE DIRECTOR OF THE COURTS
THE JUDICIARY - STATE OF HAWAI'I

March, 2025

[RGL]

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NOTICE TO BIDDERS

SEALED BIDS (Chapter 103D, HRS) For:

**KAUIKEAOULI HALE
CELL BLOCK EPOXY FLOORING
JUDICIARY JOB NO. 1JC-25-2-0300**

Will be received electronically on the HlePro website at <https://hiepro@ehawaii.gov>. The solicitation documents, including the Solicitation, Offer and Contract Forms, drawings and specifications may be obtained in electronic format from the HlePro website at <https://hiepro@ehawaii.gov>.

Submit the Competitive SOLICITATION, OFFER AND CONTRACT FORM up to 12:00 PM, April 30, 2025.

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 concrete refinishing at each of the courtroom cell blocks, located on 5 separate floors at Kauikeaouli Hale. Existing concrete floors will be repaired and epoxy surface installed

The estimated construction cost is between \$225,000 and \$300,000.

Bidders ARE REQUIRED TO ATTEND the pre-bid meeting and the 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: KAUIKEAOULI HALE, GROUND FLOOR PLAZA, 1111 Alakea Street, Honolulu, HI. 98613, Monday, **April 8, 2025**, at 4:00 PM. *The site visit will immediately follow the meeting.*

Bidders and interested parties are required to sign-in at the meetings to confirm attendance.

The following procedures shall apply:

1. Registration: Bidders attending the Pre-Bid meeting are asked to register via HlePRO or with the Office of Project Management. E-Mail: alicia.m.plummer@courts.hawaii.gov
2. Offerors shall provide the following information during registration:
 - Name of Company;
 - Full name or names of attendees;

3. Entrance to the Facility: Attendees shall furnish current government issued identification with picture (e.g. driver's license, state ID, passport, etc.) and be appropriately attired.
4. No questions will be accepted during the site visit. All questions must to be submitted to: <https://hiepro.ehawaii.gov>
5. Each bidder shall limit the number of representatives to 3 individuals due to security issues. Each bidder shall bring his or her own flashlight and small tools that may be required to inspect and measure the premises. Knives and similar sharp tools will not be allowed. Bidders and interested parties are required to sign-in at the meetings to confirm attendance.

The estimated value of this contract is \$250,000 or more and the apprenticeship agreement preference pursuant to Hawaii Revised Statutes §103-55.6 (ACT 17, SLH 2009) shall apply.

The Hawaii products preference pursuant to ACT 175, SLH 2009 may be applicable for items of this solicitation. Persons wishing to certify and qualify a product not currently listed as a Hawaii Product shall submit a Certification for Hawaii Product Preference (form SPO-38) to: Department of Accounting and General Service, Public Works Division, 1151 Punchbowl Street, Honolulu, Hawaii, Attn: Jolie Yee. The product shall meet the specifications of this project. The submittal must be received by DAGS by 4:30PM on April 14, 2025. View the current Hawaii Products List on the State Procurement Office (SPO) website at <http://hawaii.gov/spo>, click on "For Vendors"; and select "Hawaii Product Preferences".

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

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: "C-33"

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

/s/ Rodney A. Maile

RODNEY A. 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 Awards notice will be posted on the HlePRO website at <https://hiepro@ehawaii.gov>.

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*.

F. Project Labor Agreement (PLA) for State Construction Projects

1. ADMINISTRATIVE DIRECTIVE NO. 24-01 (Directive), dated February 16, 2024, requires a PLA (available at <https://budget.hawaii.gov/wp-content/uploads/2024/02/AD-24-01.pdf>) for all projects with award amounts in excess of one million five hundred thousand dollars (\$1,500,000),
2. COMPTROLLER'S MEMORANDUM NO. 2024-20, Guidelines - Project Labor Agreements (PLA) for State Construction Projects, dated July 26, 2024, provided Guidelines for Implementing Administrative Directive No. 24-01 relating to Use of Project Labor Agreements for State Construction Projects, Issued by the Department of Accounting and General Services, Effective July 26, 2024. (<https://ags.hawaii.gov/wp-content/uploads/2024/07/CM2024-20.pdf>)
3. The definitions of the terms 'Contractor' and "Subcontractor" for the purposes of this solicitation are those contained in the agency's General Terms and Conditions for Construction, not as defined in the PLA.
4. The required form of the Contractor's Agreement To Be Bound may be found in Attachment "A" at the end of this section. Any Letter of Assent shall take the substantial form of the Agreement To Be Bound. A sample Letter of Assent is provided in Attachment "B" at the end of this section.
5. Any subcontractor performing only trade work not represented by PLA signatories shall not be required to submit a Letter of Assent. However, any such subcontractor shall be required to execute and provide to the awarded Contractor a written statement attesting that the subcontractor will be performing only trade work not subject to the PLA, in the form of an Attestation of Exemption executed by a person authorized to bind the subcontractor. The awarded Contractor shall provide any such Attestation of Exemption to the Department upon demand. A sample Attestation of Exemption is provided in the Attachment "C" at the end of this section.
6. The Contractor who is awarded the project must:
 - a. Obtain either a Letter of Assent or Attestation of Exemption, as appropriate, from each subcontractor of any tier who may be employed on the project and make copies of such documents available to the Department upon demand.
 - b. Execute an Agreement-To-Be-Bound.
 - c. Submit to the Department a complete, fully executed Agreement-To-Be-Bound within fourteen (14) calendar days of project award, or as soon thereafter as is practicable as determined by the Department. Failure to timely submit any required Agreement-To-Be-Bound or to provide upon demand any required Letter of Assent or Attestation of Exemption shall be cause for the State in its sole discretion to rescind the subject award and to award the project to: the responsive and responsible offeror with the next lowest bid price for a solicitation made under HRS 103D-302; or the next highest ranked offeror satisfying all solicitation requirements for a solicitation made under HRS 103D-303.
7. By submitting an executed Agreement To Be Bound the Contractor shall be deemed to have certified that all required Letters of Assent and Attestations

of Exemption have been gathered and will be made available to the Judiciary upon demand.

8. Contractors and their subcontractors (of any tier) are not required to be party to any collective bargaining agreement to participate in a Covered Project.
9. The Contractor shall maintain in a current status throughout the life of the contract the Agreement-To-Be-Bound, and all Letters of Assent and Attestations of Exemption from subcontractors of all tiers.
10. It is understood that by virtue of executing an Agreement-To-Be-Bound, a Contractor will not be obligated to sign a collective bargaining agreement as a condition of performing work.
11. The Contractor has the primary obligation to meet all conditions of the PLA. This obligation cannot be relieved, evaded or diminished by subcontracting. Should the Contractor elect to subcontract, the Contractor shall continue to have such primary obligation.
12. The State shall remain impartial concerning any dispute between labor and its Contractor and not undertake the conciliation, mediation, or arbitration of a labor dispute. All labor disputes shall be resolved pursuant to the procedure set forth in the PLA.

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 meeting and site visit 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/offerors to attend a mandatory Pre-bid Meeting(s) and Site Visit(s).
 2. All bidders/offerors 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 Judiciary may periodically issue addenda and bid clarifications which may provide additional information or alter the plans and specifications.

- B. The Judiciary will make addenda and bid clarifications available to Bidders via the HlePRO system. 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 Judiciary's Purchasing Specialist, Contracts and Purchasing in writing via the HlePRO system. 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 submitting through HlePRO. 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 email 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 Judiciary 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 and submit through HlePRO. 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. 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.

H. 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.
- I. Other Conditions: Bidder acknowledges and agrees to the provisions and certifications stated in this article.
- J. Receipt of Addenda: Bidder shall fill in the appropriate dates any addenda were received.
- K. 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 Courts 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 entity per required specialty contractor's classification. A bidder who intends to use more than one entity with the same specialty contractor's classification, will not be permitted to do so unless the nature of work to be performed by each entity is both distinct and separate and is appropriately described (i.e. two C-13 contractors are listed but one has the responsibility for AC control and the other for AC power). A bidder who intends to perform work that falls under the same specialty contractor's classification as that of a listed joint contractor or subcontractor must list itself, ensure that the nature of work is both distinct and separate, and is appropriately described.
 - 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.
- L. 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.

- M. 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 BID SECURITY

- A. Bid security is required for bids procured as Invitation for Bid (IFB) Large Purchase.
1. Bidder shall refer to SECTION 00410 or 00411, SOLICITATION, OFFER AND CONTRACT FORM, 10. ADDITIONAL SOLICITATION REQUIREMENTS, B. Bid Security for applicable requirement.
 2. **Bid security submittal shall be as follows:**
 - a. **Photocopy of the bid security shall be submitted with the bid documents in HlePRO.**
 - b. **Original bid security** shall be submitted via US Postal Service and BE POSTMARKED BY THE DATE AND TIME BIDS ARE DUE and be addressed to:

Financial Services Department
1111 Alakea Street, 6th Floor
Honolulu, Hawaii 96813
Attn: Noreen Miyasato
 - c. Offeror bears the whole and exclusive responsibility assuring the bid security is received by the purchasing agency. Bid submittals and original bid security postmarked after the date and time bids are due will not be considered.

1.07 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.
7. Should the Lump Sum Base Bid including all deductive alternates of all bidders exceed the project control budget, then the bidder with the lowest total Lump Sum Base Bid, minus deductive alternates after application of the preferences is designated the Low Bidder for the project.

1.08 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 Administrative Director of the Courts.

- 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 Judiciary reserves the right to make an award to the apparent Low Bidder if additional funds are available or by reducing the scope of work through negotiation.
- C. In the event the total lump sum bid minus all the deductive alternates of all bidders exceeds the project control budget, the Judiciary reserves the right to make an award to the apparent Low Bidder if additional funds are available or by reducing the scope of work through negotiation.
- 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.

1.09 OTHER CONDITIONS FOR AWARD

- A. The Administrative Director of the Courts may reject any or all bids and waive any defects if the Administrative Director believes the rejection or waiver is in the best interest of the State.
- B. The award of the contract is conditioned upon funds made available for the project (or projects if applicable).
- C. 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.

1.10 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-OPM 1JC-24-2-1300 | 2. TYPE OF SOLICITATION HlePRO (IFB) | 3. PAGE OF PAGES 1 of 11 |
| 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 HAWAII CONTRACTS AND PURCHASING 6TH FLOOR KAUIKEAOULI HALE 1111 ALAKEA STREET HONOLULU, HAWAII 96813 | | 5. ADDRESS OFFER TO: HlePRO |
| 6. FOR INFORMATION | A. NAME ROLAND LAGARETA, JUDICIARY roland.g.lagareta@courts.hawaii.gov | B. TELEPHONE NO. (NO COLLECT CALLS) (808) 539-4183 |
| SOLICITATION | | |
| 7. THE STATE OF HAWAII REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS TO CONSTRUCT: KAUIKEAOULI HALE 1111 ALAKEA STREET, CELLBLOCK EPOXY FLOORING TMK: 2-1-017:003 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. Sealed bids/offers to perform the work required are due at the place specified in Block 5, by the date and time specified in the Notice to Bidders. If this is a sealed bid solicitation, offers will be publicly opened at that time. Offers must be submitted in sealed envelopes that shall be marked to show the offeror's name and address, the JUDICIARY Job number, and the date and time offers are due.
- B. Bid Security is required and must be submitted with the offer if the offer amount is \$25,000 or more.
- C. Apprenticeship Agreement Preference – Any offeror seeking the apprenticeship agreement preference must complete the self certification form and the DLIR Certification of Bidder's Participation - Form 1.
- D. Listing of Joint Contractors and Subcontractors – Any offeror must submit with its offer, the name of each person or firm to be engaged by the offeror as a joint contractor or subcontractor in the performance of the contract and the nature and scope of the work to be performed by each. The offeror is directed to complete the joint contractors and subcontractors list form included in the solicitation and submit it with the offer.
- E. The Offeror be registered and compliant with Hawaii Compliance Express, link found at <http://vendors.ehawaii.gov/hce/splash/welcome.html>.
- F. All offers are subject to the requirements of the solicitation, including the Specifications, Notice to Bidders, Instruction to Bidders, General Conditions, and Drawings, any Special Conditions, Addenda, Bid Clarifications, and any other provision whether incorporated in full text or by reference in, or attached to, the solicitation.
- G. Contractors are hereby notified of the applicability of Section 11-355 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.
- H. 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.} The undersigned represents: <input type="checkbox"/> A Hawaii Business incorporated or organized under the laws of the State of Hawaii. or <input type="checkbox"/> A Compliant Non-Hawaii Business not incorporated or organized under the laws of the State of Hawaii, but registered at the State of Hawaii, Department of Commerce and Consumer Affairs, Business Registration Division to do business in the State of Hawaii. State of incorporation: _____ | |
| 22A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) | |
| 22B. SIGNATURE: I declare under penalty of law that the foregoing is true and correct to the best of my knowledge. (*3) | 22C. DATE: |

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 State of Hawaii) | |
|--|--|
| 23. CONTRACT NO. | 23A. CONTRACT DATE: |
| 24. ITEMS ACCEPTED: | |
| 25. AMOUNT: | 27. PAYMENT WILL BE MADE BY: (The Judiciary – State of Hawaii) By _____ Signature _____ Print Name _____ Title |
| 26. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 4 UNLESS DIFFERENT ADDRESS STIPULATED HERE (7 copies unless otherwise specified) | |
| JUDUCIARY WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE | |
| <input type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) 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 (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed in Block 24. This award consummates the contract, which consists of (a) the State of Hawaii solicitation and your offer, and (b) this contract award. No further contractual document is necessary. |
| 28A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print) | 29A. NAME OF ADMINISTRATIVE DIRECTOR OF THE COURTS (Type or print) |
| 28B. SIGNATURE: I declare under penalty of law that the foregoing is true and correct to the best of my knowledge. | 29B. THE JUDICIARY - STATE OF HAWAII By: |
| 28C. DATE | 29C. DATE |

ATTACHMENT A

A. COST, TIME AND SCHEDULE

KAUIKEAOULI HALE
CELL BLOCK EPOXY FLOORING
JUD-OPM No: 1JC-25-2-0300

1. COST:

TOTAL LUMP SUM BASE BID PRICE

\$ _____

_____ DOLLARS

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

2. TIME:

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

Contract Duration

_____ 180 Days

3. SCHEDULE FOR WORK

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

- a. After the project is awarded, the contractor shall begin preparatory work, obtain approvals, permits, process submittals or conduct other work as directed. The contractor shall not start any work at the jobsite or order any materials, unless the Contracting Officer specifically issues a written authorization to proceed with designated work.
- b. Upon receipt of the executed contract and a written authorization from the Judiciary, Financial Services Director, the contractor may proceed with ordering materials, doing offsite fabrication and similar work, approved by the Judiciary, prior to issuance of the formal Notice to Proceed. The Contractor shall not start any work at the jobsite before the formal Notice to Proceed is issued, unless the Judiciary, Financial Services Director, specifically issues a written authorization to proceed with designated work. Payment for materials ordered and received prior to the Judiciary issuance of the formal Notice to Proceed are subject to the following conditions:
 1. The contractor is responsible for all storage costs incurred. No additional compensation will be made;
 2. Ordering materials prior to the formal Notice to Proceed will not decrease or increase the specified contract time; and

3. Conditions as specified in the DAGS 1999 INTERIM GENERAL CONDITIONS, and other conditions required by the contract documents.

- c. After issuance of the formal Notice to Proceed or upon written authorization from the Judiciary, Financial Services Director, to proceed with designated work, the contractor shall order approved materials, do off-site fabrication and similar work. The contractor shall start and complete the jobsite work per the dates, times and durations noted in the COST, TIME AND SCHEDULE article.

B. BID SECURITY

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

Enclosed with this BID FORM:

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

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

(*4) Surety bond underwritten by a company licensed to issue bonds in this State (Note: Surety bond shall be substantially in the form of the sample in the Appendix to the Interim General Conditions);

(*5) Legal tender; or

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

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

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

In the amount of:

_____ DOLLARS (\$_____)

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

C. RECEIPT OF ADDENDA AND BID CLARIFICATIONS

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

D. PREFERENCE

Bidder agrees that:

1. Preferences are considered in the evaluation of bids; however, the award of the contract will be in the amount of the bid offered exclusive of any preferences.
2. If granted recycled product preference and awarded the contract, the Contractor must use the designated products in the work; otherwise, the Contractor may be in default of the contract.
3. If granted the Apprenticeship Agreement Preference and awarded the contract, the Contractor must, for the duration of the contract, certify each month that work is being conducted on the project, that it continues to be a participant in the relevant apprenticeship program for each trade it employs.

APPRENTICESHIP AGREEMENT PREFERENCE

The estimated value of the public works contract is \$250,000 or more and the apprenticeship agreement preference pursuant to Hawaii Revised Statutes §103-55.6 (Act 17, SLH 2009) shall apply. Complete self certification form below

IMPORTANT: THIS SECTION MUST BE COMPLETED BY ALL BIDDERS REQUESTING THE APPRENTICESHIP PROGRAM PREFERENCE.

By submission of this offer, the Bidder certifies that it has indicated all apprenticeable trades it will employ for this project (excluding subcontractors) by checking all applicable boxes below:

- ☐ Bricklayer/Mason
- ☐ Carpenter
- ☐ Cement Finisher
- ☐ Construction Craft Laborer
- ☐ Construction Equip Operator
- ☐ Drywall
- ☐ Electrician
- ☐ Elevator Constructor
- ☐ Fire Sprinkler Fitter
- ☐ Floor Layer
- ☐ Glazier
- ☐ Heat & Frost Asbestos Insulator
- ☐ Heavy Duty Repairman/Welder
- ☐ Ironworker
- ☐ Painter
- ☐ Paving Equip Operator
- ☐ Plasterer
- ☐ Plumber
- ☐ Pointer/Caulker/Weatherproofer

- ☐ Refrig/AC
- ☐ Roofer
- ☐ Sheet Metal Worker
- ☐ Steamfitter/Welder
- ☐ Stone Mason
- ☐ Taper
- ☐ Telecommunication/CATV
- ☐ Tile Setter Installer Technician
- ☐ Truck Operator

The Contractor **must** submit a complete, valid Form1 for each apprenticeable trade indicated above to qualify for the preference.

E. 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.

F. 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 |
|---|--------------------------------|
| | |
| | |
| | |
| | |
| | |
| | |

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

G. 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.

H. 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.

I. 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.

J. 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) Performance Bond; (6) Labor and Material Payment Bond; and (7) this Contract Agreement.

K. 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)
- ☐ Surety Bid Bond
- ☐ 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 (1.5, 1.9, 1.11, 1.12, 1.24, 1.37, 1.43, 1.44, 1.49 and 1.50 respectively) and add new sections (1.65 through 1.75 respectively):

"1.5 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.

1.24 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.

1.37 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 Public Works 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 Administrative Director of the Courts within five (5) working days after the posting of the award of the Contract.”

- F. Under ARTICLE 2 – PROPOSAL REQUIREMENTS AND CONDITIONS, modify section 2.13 – PROTEST, by renumbering existing subsection 2.13.4 to 2.13.5 and adding new subsection 2.13.4:

“2.13.4 All protests must be received at Financial Services Division (FSD), 1111 Alakea, Sixth Floor, Honolulu, HI 96813 by the appropriate deadline. Timely receipt shall be evidenced by the date and time registered by the FSD time stamp clock.

If the bidder chooses to deliver its protest by the United States Postal Service (USPS), the documents shall be sent to Financial Services Division, 1111 Alakea, Sixth Floor, Honolulu, HI 96813. USPS does not deliver directly to Financial Services Division and mail must be processed through a mail room. This may cause a delay in receipt by Financial Services.

The Protestor bears sole responsibility for ensuring that the protest letter/documentation is delivered by the appropriate deadline.”

- G. Under ARTICLE 3 – AWARD AND EXECUTION OF CONTRACT, replace section 3.2.8 with the following:

"3.2.8 Where there is an incomplete or ambiguous listing of joint contractors and/or subcontractors, the offer may be rejected. Bidders are solely responsible to ensure that their subcontractor listing is complete (i.e. all work which is not listed as being performed by joint contractors and/or subcontractors can be performed by the bidder using its license(s)). Additions to the subcontractor listing by the bidder will not be allowed after bid opening. When there is an ambiguity, as determined by the Judiciary, as to the completeness of the listing, the Judiciary reserves the right to seek information from the bidder to determine whether, in the Judiciary's discretion, the listing is an error that may be forgiven."

- H. 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;”

- I. 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 Administrative Director of the Courts shall prepare a written approval or denial in response to this request.”

- J. Under ARTICLE 3 – AWARD AND EXECUTION OF CONTRACT, modify section 3.4 AWARD OF CONTRACT, by deleting subsection 3.4.1 and substituting the following 3.4.1:

“3.4.1 The award of contract, if it be awarded, will be made within sixty (60) calendar days after the opening of the proposals to the lowest responsible and responsive Bidder (including the alternate or alternates which may be selected by the Administrative Director of the Courts in the case of alternate bids) whose proposal complies with all the requirements prescribed, but in no case will an award be made until all necessary investigations are made. The successful Bidder will be notified, by letter mailed to the address shown on the proposal, that its bid has been accepted and that it has been awarded the contract. Unless otherwise required by law, bid may not be withdrawn without penalty.”

- K. 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 Administrative Director of the Courts. 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.”

- L. Under ARTICLE 3 – AWARD AND EXECUTION OF CONTRACT, modify section 3.7 REQUIREMENT OF PERFORMANCE AND PAYMENT BONDS by deleting subsections 3.7.1, 3.7.1.2, and 3.7.1.3 and substituting the following new subsections 3.7.1, 3.7.1.1, and 3.7.1.2:

“3.7.1 Performance and Payment Bonds shall be required for contracts \$25,000 and higher. At the time of contract award, the successful Bidder shall file good and sufficient performance and payment bonds on the form furnished by the Department (see Appendix), each in an amount equal to one hundred percent (100%) of the amount of the contract price unless otherwise stated in the solicitation of bids. Acceptable performance and payment bonds shall be limited to the following:

3.7.1.1 Surety bonds underwritten by a company licensed to issue bonds in this State; or

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

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

(b) If the required amount totals over \$100,000, more than one instrument not exceeding \$100,000 each and issued by different financial institutions shall be acceptable.”

- M. Under ARTICLE 3 – AWARD AND EXECUTION OF CONTRACT, modify section 3.7 REQUIREMENT OF PERFORMANCE AND PAYMENT BONDS by adding the following new subsection 3.7.3:

“3.7.3 For additional Performance and Payment Bond requirements due to changes in the contract amount after contract award, see section 4.2.4.2 Additional Performance and Payment Bond Increases.”

- N. 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.”

- O. 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 Administrative Director of the Courts, 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 Administrative Director of the Courts. 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 Administrative Director of the Courts 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.”

- P. 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 Administrative Director of the Courts 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.”

- Q. 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.

- R. Under ARTICLE 4 - SCOPE OF WORK, modify Section 4.2 CHANGES, by deleting subsection 4.2.4.2 and substituting the following new subsection 4.2.4.2:

“4.2.4.2 Performance and Payment Bond Increases. When the contract price is increased, performance and payment bonds shall each be automatically increased in amounts equal to one hundred percent (100%) of the increase in contract price.

- S. 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.”

- T. 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.”

- U. Under ARTICLE 4 - SCOPE OF WORK, modify section 4.3 Duty of Contractor to Provide Proposal for Changes, by deleting subsection 4.3.4.
- V. 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.”

W. 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.”

- X. 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 – The Judiciary will not furnish hard copies of contract plans and specifications to Contractors. Contractors who receive award for projects shall download the files of drawings and specifications from the HlePRO website: <https://hiepro@ehawaii.gov> and make their own hard copies. Contractor shall have and maintain at least one hard copy of the Contract Drawings and Specifications on the work site, at all times.”

- Y. 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."

- Z. 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."

AA. 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."

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

“7.2.4A 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.”

CC. 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.”

DD. Under ARTICLE 7 – PROSECUTION AND PROGRESS, modify paragraph 7.2.6, by deleting the paragraph and substitute the following:

“7.2.6 Safety and Health Plan for this project. Refer to HRS Section 396-18.

7.2.7 Until such time as the above items are processed and receipt is confirmed, the Contractor shall not be allowed to commence on any operations unless authorized by the Engineer.”

EE. 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.”

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

“7.3.7.2 General Liability - The Contractor shall obtain General Liability insurance with a limit of not less than \$2,000,000 per occurrence and in the Aggregates. The insurance policy shall contain the following clauses: 1)

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

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

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

HH. 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 University System, The University 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." The Judiciary – State of Hawaii shall also be added as an additional insured as respects to operations performed for the State of Hawaii. Refer to SPECIAL CONDITIONS for any additional requirements.

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

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

JJ. 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 Engineer 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.”

KK. 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.”

LL. 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.”

MM. 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 a written appeal of the Contracting Officer's decision no later than 30 days after the date of the Contracting Officer's decision. The Administrative Director of the Courts decision shall be final and conclusive, unless fraudulent or unless the Contractor brings an action seeking judicial review of the Administrative Director of the Courts decision in an appropriate circuit court of this State within six months from the date of the Administrative Director of the Courts decision.

7.25.10.1 If the contractor delivers a written request for a final decision concerning the controversy, the Administrative Director of the Courts shall issue a final decision within 90 days after receipt of such a request; provided that if the Administrative Director of the Courts 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 Administrative Director of the Courts shall not be included in the 90 day period to issue a final decision.”

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

NN. Under ARTICLE 7 - PROSECUTION AND PROGRESS, modify section 7.26 – FAILURE TO COMPLETE THE WORK ON TIME, by deleting paragraph 7.26.1.2 and substitute the following:

“7.26.1.2 If the Contractor fails to correct Punchlist deficiencies as required by Section 7.32 PROJECT ACCEPTANCE DATE, the State will be inconvenienced and damaged, therefore, it is agreed that the Contractor shall pay liquidated damages to the Department based upon the amount stated in the Specification Section 00800 SPECIAL CONDITIONS. Liquidated damages shall accrue for all days after the Contract Completion Date or any extension thereof, until the date the Punchlist items are corrected and accepted by the Engineer. See Section 8.6 Retainage regarding correction of Punchlist deficiencies.”

OO. Under ARTICLE 7 - PROSECUTION AND PROGRESS, modify section 7.26 – FAILURE TO COMPLETE THE WORK ON TIME, by deleting paragraph 7.26.1.3 and substitute the following:

“7.26.1.3 If the Contractor fails to submit final documents as required by Section 7.33 FINAL SETTLEMENT OF THE CONTRACT, the State will be inconvenienced and damaged, therefore, it is agreed that the Contractor shall pay liquidated damages to the Department based upon the amount stated in the Specification Section 00800 SPECIAL CONDITIONS. Liquidated damages shall accrue for all days after the Contract Completion Date or any extension thereof, until the date the final documents are received by the Engineer. See Section 8.6 Retainage regarding submittal of final documents.”

PP. 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.”

QQ. 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.”

SS. 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.”

TT. Under ARTICLE 7 - PROSECUTION AND PROGRESS, delete section 7.35 - GUARANTEE OF WORK, and substitute the following:

“7.35 GUARANTEE OF WORK

7.35.1 In addition to any required manufacturers warranties, all work and equipment shall be guaranteed by the Contractor against defects in materials, equipment, or workmanship for one year from the Project Acceptance Date or as otherwise specified in the technical specifications or elsewhere in the Contract Documents.

7.35.1.1. If, in the technical specifications, the guarantee is specified for greater than two (2) years, two (2) years shall prevail except for manufacturer's warranties. Manufacturer's warranties shall remain as specified in their respective technical specification sections or other contract documents.

7.35.1.1.1. However, the number of years specified in the technical specifications or other contract documents, shall prevail only if it is stated that the number of years for guarantee supersedes this provision.

7.35.2 Repair of Work - If, within any guarantee period, repairs or changes are required in connection with the guaranteed work, which in the opinion of the Engineer is necessary due to materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the Contract, the Contractor shall within five (5) working days and without expense to the Department commence to:

7.35.2.1. Place in satisfactory condition in every instance all such guaranteed work and correct all defects therein; and 7.35.2.2. Make good and repair or replace to new or preexisting condition all damages to the building, facility, work or equipment or contents thereof, resulting from such defective materials, equipment or installation thereof.

7.35.3 Manufacturer's and Installer's Guarantee - Whenever a manufacturer's or installer's guarantee on any product specified in the respective Specification sections, exceeds one year, this guarantee shall become part of this contract in addition to the Contractor's guarantee. Contractor shall complete the guarantee forms in the name of the Department and submit such forms to the manufacturer within such time required to validate the guarantee. Contractor shall submit to the Department a photocopy of the completed guarantee form for the Department's record as evidence that such guarantee form was executed by the manufacturer.

7.35.4 If a defect is discovered during a guarantee period, all repairs and corrections to the defective items when corrected shall again be guaranteed for the original full guarantee period. The guarantee period shall be tolled and suspended for all work affected by the defect. The guarantee period for work

affected by the defect shall restart for its remaining duration upon confirmation by the Engineer that the deficiencies have been repaired or remedied.”

UU. 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.”

VV.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.”

WW.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.”

XX.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."

YY. 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."

ZZ. 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 provided 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; and provided that if there is a subcontract in which the contractor or subcontractor has negotiated a retainage in excess of five percent, but no more than ten percent, all amounts retained shall be held by the Department.

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 Any retainage provided for in this section or requested to be withheld by the contractor shall be held by the Department.

8.6.4 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.

8.6.5 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:

8.6.5.1 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;

8.6.5.2 Any other bond acceptable to the contractor; or

8.6.5.3 Any other form of collateral acceptable to the contractor.

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

8.6.6.1 The amount to be withheld;

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

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

8.6.7 The Department will withhold retainage sums until all Punchlist deficiencies have been corrected by the Contractor and accepted by the Department, and all final documents have been submitted by the Contractor and accepted by the Department.”

AAA. 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.”

BBB. 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.

CCC. 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.”

DDD. Replace (PERFORMANCE BOND – SURETY) on page 65 of the Appendix and (LABOR AND MATERIAL PAYMENT BOND – SURETY) on page 69 of the Appendix with the attached (PERFORMANCE BOND - SURETY) and (LABOR AND MATERIAL PAYMENT BOND – SURETY).

EEE. 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)

(PERFORMANCE BOND - SURETY)

KNOW TO ALL BY THESE PRESENTS:

That _____,
(Full Legal Name and Street Address of Contractor)

as Contractor, hereinafter called Principal, and _____

(Name and Street Address of Bonding Company)

as Surety, hereinafter called Surety, a corporation(s) authorized to transact business as a
surety in the State of Hawaii, are held and firmly bound unto the _____,
(State/County Entity)

its successors and assigns, hereinafter called Obligee, in the amount of _____

DOLLARS (\$ _____), to which payment Principal and Surety bind themselves,
their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by
these presents.

WHEREAS, the above-bound Principal has entered into a Contract with Obligee dated
_____ for:

JUDICIAL JOB NO.:

hereinafter called Contract, which Contract is incorporated herein by reference and made a
part hereof.

NOW THEREFORE, the condition of this obligation is such that:

If the Principal shall promptly and faithfully perform, and fully complete the Contract
in strict accordance with the terms of the Contract as said Contract may be modified or
amended from time to time; then this obligation shall be void; otherwise to remain in full force
and effect.

Surety to this Bond hereby stipulates and agrees that no changes, extensions of
time, alterations, or additions to the terms of the Contract, including the work to be performed
thereunder, and the specifications or drawings accompanying same, shall in any way affect
its obligation on this bond, and it does hereby waive notice of any such changes, extensions
of time, alterations, or additions, and agrees that they shall become part of the Contract. The
Surety agrees that modifications and changes to the terms and conditions of the Contract
that increase the total amount to be paid to the Principal shall automatically increase the
obligation of the Surety on this bond by the amount of the increase and notice to Surety is
not required for such increased obligation.

In the event of Default by the Principal, of the obligations under the Contract, then
after written Notice of Default from the Obligee to the Surety and the Principal and subject to
the limitation of the penal sum of this bond, Surety shall remedy the Default, or take over the
work to be performed under the Contract and complete such work, or pay moneys to the
Obligee in satisfaction of the surety's performance obligation on this bond.

Signed this _____ day of _____, _____.

(Seal)

Name of Principal (Contractor)

*

Signature

Title

(Seal)

Name of Surety

*

Signature

Title

APPROVED AS TO FORM:

Judiciary Staff Attorney

*ALL SIGNATURES MUST BE ACKNOWLEDGED
BY A NOTARY PUBLIC

(LABOR AND MATERIAL PAYMENT BOND - SURETY)

KNOW TO ALL BY THESE PRESENTS:

That _____ ,
(Full Legal Name and Street Address of Contractor)

as Contractor, hereinafter called Principal, and _____

(Name and Street Address of Bonding Company)

as Surety, hereinafter called Surety, a corporation(s) authorized to transact business as a
surety in the State of Hawaii, are held and firmly bound unto the _____ ,
(State/County Entity)

its successors and assigns, hereinafter called Obligee, in the amount of _____

DOLLARS (\$ _____), to which payment Principal and Surety bind themselves,
their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by
these presents.

WHEREAS, the above-bound Principal has entered into a Contract with Obligee dated
_____ for:

JUDICIARY JOB NO.:

hereinafter called Contract, which Contract is incorporated herein by reference and made a
part hereof.

NOW THEREFORE, the condition of this obligation is such that if the Principal shall
promptly make payment to any Claimant, as hereinafter defined, for all labor and materials
supplied to the Principal for use in the performance of the Contract, then this obligation shall
be void; otherwise to remain in full force and effect.

1. Surety to this Bond hereby stipulates and agrees that no changes,
extensions of time, alterations, or additions to the terms of the Contract,
including the work to be performed thereunder, and the specifications or
drawings accompanying same, shall in any way affect its obligation on this
bond, and it does hereby waive notice of any such changes, extensions of
time, alterations, or additions, and agrees that they shall become part of the
Contract. The Surety agrees that modifications and changes to the terms and
conditions of the Contract that increase the total amount to be paid to the
Principal shall automatically increase the obligation of the Surety on this bond

by the amount of the increase and notice to Surety is not required for such increased obligation.

2. A "Claimant" shall be defined herein as any person who has furnished labor or materials to the Principal for the work provided in the Contract.

Every Claimant who has not been paid amounts due for labor and materials furnished for work provided in the Contract may institute an action against the Principal and its Surety on this bond at the time and in the manner prescribed in Section 103D-324, Hawaii Revised Statutes, and have the rights and claims adjudicated in the action, and judgment rendered thereon; subject to the Obligee's priority on this bond. If the full amount of the liability of the Surety on this bond is insufficient to pay the full amount of the claims, then after paying the full amount due the Obligee, the remainder shall be distributed pro rata among the claimants.

Signed this _____ day of _____, _____.

(Seal)

Name of Principal (Contractor)

*

Signature

Title

(Seal)

Name of Surety

*

Signature

Title

APPROVED AS TO FORM:

Judiciary Staff Attorney

*ALL SIGNATURES MUST BE ACKNOWLEDGED
BY A NOTARY PUBLIC

**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

**STATE OF HAWAII
JUDICIARY**

CHANGE ORDER NO.:

PROJECT TITLE:

DATE:

PROJECT ID:

CONTRACT NO.:

ISSUED BY THE STATE OF HAWAII, JUDICIARY

CONTRACTOR:

A. CHANGES

The following changes are to be performed in accordance with the contract (specifications, drawings, special provisions, etc.). The adjustments made in Section B and C below include all adjustments to contract price and time for the work described; including, but not limited to all home office and field overhead, related delay cost and time impacts, and profit.

B. ADJUSTMENTS TO CONTRACT PRICE AND TIME The change described in Section A above will be performed at

a contract price ☐ increase ☐ decrease of \$ and a contract time ☐ extension ☐ reduction of c.d.

Our authorized signature makes this a "supplemental agreement" and represents acceptance of all of the terms, conditions, and adjustments to contract price and time for the work described above; including, but not limited to all home office and field overhead, related delay cost and time impact and profit.

| | | |
|---------------|----------------|---------------|
| _____ NAME | _____ TITLE | _____ DATE |
|---------------|----------------|---------------|

C. STATEMENT OF CONTRACT FUNDS AND CONTRACT TIME

Original Contract Price

Notice to Proceed Date:

Previous Adjusted Contract Price:

Original Contract Time:

c.d.

Amount this Change

Original Completion Date:

Plus

Previous Time Extensions Allowed

c.d.

Minus

Time Extensions Allowed This Change

c.d.

Non-working Days Allowed to Date:

c.d.

New Adjusted Contract Price

New Contract Completion Date:

D. VALIDATION OF CHANGE ORDER

APPROVAL RECOMMENDED:

APPROVED:

FISCAL OFFICER

DATE

ADMINISTRATIVE DIRECTOR

DATE

*** APPROVED AS TO FORM:**

JUDICIARY STAFF ATTORNEY

DATE

**Judiciary Staff Attorney approval is only necessary in the event of a price increase.*

JUD - CHANGE ORDER FORM

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 1 - DEFINITIONS, add new section 1.76:

"1.76 ACCEPTED EQUIVALENT - Whenever this term is used in the drawings or specification, it shall be interpreted to mean a brand or article in accordance with Section 6.3 SUBSTITUTION OF MATERIALS AND EQUIPMENT, that may be used in place of the one specified."

- 2. Under ARTICLE 5 - CONTROL OF WORK delete subsection 5.12.4 - Subcontracting and replace it with the following:

"5.12.4 Subcontracting - Contractor shall perform with its own organization, work amounting to not less than 10% of the total contract cost, exclusive of cost 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."

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 JUDICIARY CONTACTS

- A. Project Contact – (To be assigned upon Notice to Proceed)
- B. The Judiciary Contact - For questions or clarifications on the plans and specifications during bidding, offerors must submit in the HlePRO system using "QUESTIONS AND CLARIFICATIONS" form found at the end of this section. For general questions on the procurement requirements or processes call by telephone.

Purchasing Specialist, Contracts and Purchasing
NAME: Noreen Miyasato
EMAIL ADDRESS: noreen.k.miyasato@courts.hawaii.gov
TELEPHONE NUMBER: (808)538-5805

- C. Project Coordinator
NAME: Roland Lagareta
POSITION: Office of Project Management
TELEPHONE NUMBER: (808)539-4183
EMAIL ADDRESS: roland.g.lagareta@courts.hawaii.gov
- D. Websites:
Judiciary web site: <http://www.courts.state.hi.us>
HlePRO web site: <https://hiepro.ehawaii.gov/welcome.html>
- E. Contacts During Construction: Address and Process Correspondence through Project Coordinator

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 **5:00 PM to 6:30 AM 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.

1.07 REPORTS (Not Used)

1.08 SPECIFIC PROJECT REQUIREMENTS

- A. Permits - not required for this project; therefore, the Contractor is not responsible to pay for or obtain these permits.
- B. The Contractor shall **include the cost of Sheriff(s)** required for its operations in order to complete the work specified within the contract duration in its bid price.

PART 2 – PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

QUESTIONS AND CLARIFICATIONS

PROJECT NAME: Kauikeaouli Hale
PROJECT TITLE: Cell Block Epoxy Flooring
JUDICIARY JOB NO.: 1JC-25-2-0300
PROJECT CONTACT: Roland Lagareta

BID OPENING DATE: April 30, 2025 (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. Offerors must submit questions in writing through the HlePRO system.

HIEPRO web site: <https://hiepro.ehawaii.gov/welcome.html>

DIVISION 1 - GENERAL REQUIREMENTS

SECTION 01100 - PROJECT REQUIREMENTS

PART 1 - GENERAL

1.01 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: Project consists of structural retrofits of the parking structure.
 - 1. Project Location: Kauikeaouli Hale, 1111 Alakea St, Honolulu, Oahu, Hawaii 96813.
- B. The work generally consists of concrete refinishing at each of the courtroom cell blocks, located on 5 separate floors at Kauikeaouli Hale. The work generally consists of concrete refinishing at each of the courtroom cell blocks, located on 5 separate floors at Kauikeaouli Hale. Existing concrete floors will be repaired and epoxy surface installed.
- 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 Specification. 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. Submit: Terms such as “submit”, “furnish”, “provide”, and “prepare” and similar phrases in the context of a submittal, means to submit to the Contracting Officer.

C. Industry Standards

1. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
2. Publication Dates: Comply with standards in effect as of date of the Contract Documents, unless otherwise indicated.

3. Conflicting Requirements: If compliance with 2 or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Contracting Officer for a decision before proceeding.

1.03 CONTRACT

- A. Refer to SECTION 00800 - SPECIAL CONDITIONS for other contract conditions.
- B. Construction Window: (NOT USED)

1.04 USE OF PREMISES AND WORK RESTRICTIONS

- A. General: e Contractor is notified that the entire building will generally remain operational throughout the entire duration of the project.
- B. Contractor's use of premises is restricted as follows:
 1. Construction Times and Schedule:
 - a. No work will be allowed on project site between 6:00 AM to 6:00 PM unless approved by the Contracting Officer.
 - b. Maintain access to the Loading area through Project Contract Limits.
 2. Sanitation:
 - a. The contractor must provide their own toilet facilities at no additional cost to the Judiciary.
 3. Noise and Dust Control:
 - a. In adjacent locations surrounding the project site, noise, dust and other disrupting activities, resulting from construction operations, are detrimental to the conduct of Judicial 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. Schedule construction activities that create excessive noise and dust problems, such as concrete coring, drilling, hammering, trenching, and demolition, for the weekends, holidays or non-business hours. Overtime costs for the Contractor's employees and work force are the Contractor's responsibility.
 4. Other Conditions:
 - a. Arrange for construction debris and trash to be removed from project site weekly.
 - b. Operate machinery and equipment with discretion and with minimum interference to driveways and walkways. Do not leave machinery and equipment unattended on roads and driveways

- c. Store materials in the areas as designated by the Contracting Officer. Locate construction equipment, machinery, equipment and supplies within the Project Contract Limits.
 - d. Keep access roads, to the project site free of dirt and debris. Provide, erect and maintain lights, barriers, signs, etc. when working on roads, driveways and walkways to protect pedestrians and moped/bicycle riders. Obey traffic and safety regulations.
 - e. All smoking and vaping activities within construction limits on all Judiciary construction sites, indoor or outdoor, are prohibited. Violations will be considered a contractual noncompliance by the general contractor.
- C. 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 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 to Project Contact via facsimile at **(808) 539-4402** during normal operational hours. For privacy reasons do not use email to transmit this information. 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 Judiciary (or Users operations), only a single entry to the building will be permitted and a Special Duty Officer (Deputy Sheriff) shall be stationed at this entrance throughout the period that it is open. Contact and arrange for this requirement with the State of Hawaii, Department of Law Enforcement, Special Duty enrollment website portal "RollKall" at the following URL: <https://go.rollkall.com/hawaii-pd-hire-an-officer> .

Make arrangements at least 48 hours before security personnel are required. Special Duty Officer charges as of the month and year of these specifications, are \$50.00 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 \$55.00 will be required for every four Sheriffs. 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 Special Duty Officer's (Sheriff Deputy) cost as part of the contract. **Hourly rates shown above were as of June, 2023. It is the bidder's responsibility to confirm current rates. Contact the enrollment website portal for current sheriff rates.** No additional compensation will be given for any rate increased that come into effect after award of contract.

- c. Note that the Sheriff's Offices do not possess keys for access to the building such that arrangements must be made with Project Contact to provide keys or the means for access to the building after normal working hours.
- d. Payment shall be made to the Special Duty Officer, via the enrollment website portal "RollKall". Contact the Sheriff's Office under the local jurisdiction of the project building should you need additional information:

- (1) Circuit Court: (808) 539-4599
- (2) Capitol District: (808) 586-1352
- (3) Hawaii District: (808) 933-8833
- (4) Kauai District: (808) 482-2470
- (5) Maui District: (808) 244-2900

- 3. Tool, Material and Equipment Controls:
 - a. All hand tools, cables, ropes and other implements shall be transported and retained, except when in use, in approved, locked tool boxes. At all times, tools shall be subject to inventory by the Sheriff's Deputies. During the progress of the work, care shall be taken that no tool is left unguarded or unattended at any time. It is an urgent matter that missing tools, equipment, etc. be reported immediately to those in authority. Material and equipment shall be brought into the work area through entrance as approved by those in authority and shall be carried to and stored in limited areas as approved. Introduction or possession of weapons, narcotics, alcoholic beverages, or contraband to the project site is prohibited.
 - b. Explosives, explosive devices or any equipment associated with a system that could be used as an explosive shall not be allowed.

4. Exterior Openings, Scaffolding, Ladders, Temporary Enclosures, Staging, Lifting and Safety Devices:
 - a. Ensure that there are no openings in the walls/windows, roofs/doors of the building where unlawful entry in the building is possible. All exterior openings which have been opened for construction shall be securely closed at the end of the Contractor's 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.

1.05 WORK UNDER OTHER CONTRACTS

- A. Cooperation with Other Work:
 1. The Judiciary may execute a separate contract for certain construction or services at the project site. Cooperate fully with separate Contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION [Not Used]

END OF SECTION

SECTION 01310 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.01 SUMMARY

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

1.02 PERFORMANCE AND COORDINATION

- A. Contractor is in charge of the Work within the Project Contract Limits, and shall direct and schedule the Work. Include general supervision, management and control of the Work of this project, in addition to other areas more specifically noted throughout the Specifications. Final responsibility for performance, interface, and completion of the Work and the Project is the Contractor's.
- B. The Contractor is responsible for jobsite Administration. Provide a competent superintendent on the job and provide an adequate staff to execute the Work. In addition, all workers shall dress appropriately and conduct themselves properly at all times. Loud abusive behavior, sexual harassment and misconduct will not be tolerated. Workers found in violation of the above shall be removed from the job site as directed by the Contracting Officer.
- C. The State will hold the Contractor liable for all the acts of Subcontractors and shall deal only with the Prime Contractor in matters pertaining to other trades employed on the job.
- D. Coordination: Provide project interface and coordination to properly and accurately bring together the several parts, components, systems, and assemblies as required to complete the Work pursuant to the GENERAL CONDITIONS and SPECIAL CONDITIONS.
 - 1. Provide interface and coordination of all trades, crafts and subcontracts.
 - 2. Materials, equipment, component parts, accessories, incidental items, connections, and services required to complete the Work which are not provided by Subcontractors shall be provided by the Contractor.
 - 3. Coordination: Coordinate construction operations included in various Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections, that depend on each other for proper installation, connection, and operation.

1.03 COOPERATION WITH OTHER CONTRACTORS

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

1.04 COORDINATION WITH OTHER PRIME CONTRACTORS

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

1.05 SUBMITTALS

- A. Photo Documentation: Prior to the start of jobsite work, the Contractor shall photo document the existing conditions at the site and file with the Project Coordinator one complete set of documents.

1.06 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences as directed by the Project Coordinator, unless otherwise indicated.
 - 1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Project Coordinator of scheduled meeting dates and times.
 - 2. Agenda: Work with the Project Coordinator to prepare the meeting agenda. Distribute the agenda to all invited attendees.
 - 3. Minutes: Contractor record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Project Coordinator, within 7 days of the meeting.
- B. Preconstruction Conference: Project Coordinator shall schedule a preconstruction conference before the start of construction, at a time convenient to the Project Coordinator, but no later than 7 days before the Project start date or jobsite start date whichever is later. Conference will be held at the Project site or another convenient location. The Project Coordinator shall conduct the meeting to review responsibilities and personnel assignments.
 - 1. Attendees: At the discretion Project Coordinator the following may be invited: design consultants; facility users; contractor and its superintendent; major subcontractors; and other concerned parties shall be invited to attend the conference. All participants at the conference shall be familiar with the Project and authorized to conclude matters relating to the work.
 - 2. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Tentative construction schedule.
 - b. Phasing.
 - c. Critical work sequencing and coordination.
 - d. Designation of responsible personnel.
 - e. Use of the premises.

- f. Responsibility for temporary facilities and controls.
- g. Parking availability.
- h. Equipment deliveries and priorities.
- i. First aid.
- j. Security.
- k. Progress cleaning.
- l. Working hours.

C. Progress Meetings: Conduct progress as determined by the Project Coordinator.

1. Attendees: In addition to Project Coordinator, each Contractor, Subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
2. Agenda: Review minutes of previous progress meetings. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting.
 - b. Corrective Action Plan: Contractor shall provide a plan of corrective action for any item which is delayed or expected to be delayed, then that item impacts the contractual dates.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01320 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
 - 1. Submittals Schedule.
 - 2. Contractor's Construction Schedule.
 - 3. Schedule of Prices.
 - 4. Payment Application.
- B. Related Sections include the following:
 - 1. SECTION 01310 - PROJECT MANAGEMENT AND COORDINATION for preparing a combined Contractor's Construction Schedule.
 - 2. SECTION 01330 - SUBMITTAL PROCEDURES for submitting schedules and reports.

1.02 SUBMITTALS

- A. Required Submittals: Submit 3 sets of the list of the required submittals, by Specification Section, within 15 days after award of the contract or upon earlier written instructions from the Project Coordinator.
 - 1. The listing shall indicate and include the following:
 - a. The number of copies required for submittal.
 - b. Planned submittal date.
 - c. Approval date required by the Contractor.
 - d. A space where the "date of submittal" can be inserted.
 - e. A space where the "date of approval" can be inserted.
 - f. A space where an "action code" can be inserted.
- B. Construction Schedule: Submit 3 sets of the Construction Schedule for review within 15 days after the award of the contract or upon earlier written instructions from the Contracting Officer.
- C. Schedule of Prices: Submit 3 sets of the Schedule of Prices integrated with the Construction Schedule for review within 15 days after the award of the contract or upon earlier written instructions from the Project Coordinator.
 - 1. Use the Judiciary's forms for Payment applications.
- D. Payment Application: Submit the payment application at earliest possible date and no sooner than the last day of each month after all payroll affidavits, updated submittal registers, and schedules have been submitted.

1.03 COORDINATION

- A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate Contractors.
- B. Construction Schedule: Coordinate Contractor's Construction Schedule with the Schedule of Prices, Submittals Schedule, loaded monthly event activity, and other required schedules and reports.
 - 1. Secure time commitments for performing critical elements of the Work from parties involved.
 - 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.
- C. Schedule of Prices: Coordinate preparation of the schedule with preparation of Contractor's Construction Schedule.
 - 1. Correlate line items in the Schedule of Prices with other required administrative forms and schedules, including the following:
 - a. The contractor's Payment Application form and the Construction Progress Report continuation sheet for the event cost estimate per time period.
 - b. Submittals Schedule.

PART 2 - PRODUCTS

2.01 SUBMITTALS SCHEDULE

- A. Comply with the GENERAL CONDITIONS "SHOP DRAWINGS AND OTHER SUBMITTALS" Article. Furnish required submittals specified in this Section and in the Technical Sections. Submittals include one or more of the following: shop drawings, color samples, material samples, technical data, material safety data information, schedules of materials, schedules of operations, guarantees, certifications, operating and maintenance manuals, and field posted as-built drawings.
- B. Preparation: Furnish a schedule of submittals per Project Coordinator.
 - 1. Coordinate Submittals Schedule with list of subcontracts, the Schedule of Prices, and Contractor's Construction Schedule.
 - 2. The schedule shall accommodate a minimum of 21 calendar days for the Judiciary's review.
 - 3. Prepare and submit an updated list to the Project Coordinator at monthly intervals or as directed by the Project Coordinator. The listing shall reflect all approvals received since the last update.

2.02 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. The construction schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. The progress chart shall indicate the order in which the Contractor contemplates starting and completing the several features of the work (including acquiring materials, plant, and equipment).
- B. Upon completion of the Project Coordinator's review, the Contractor shall amend the schedule as necessary to reflect the comments. If necessary, the Contractor shall participate in a meeting with the Project Coordinator to discuss the proposed schedule and changes required. Submit the revised schedule for review within 7 calendar days after receipt of the comments.
- C. Use the reviewed schedule for planning, organizing and directing the work, for reporting progress, and for requesting payment for the work completed. Unless providing an update, do not make changes to the reviewed schedule without the Project Coordinator's approval.
- D. If, in the opinion of the Project Coordinator, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve progress, including those that may be required by the Project Coordinator, without additional cost to the State. The Project Coordinator may require the Contractor to increase the number of shifts, overtime operations, days of work, and to submit for approval any supplemental schedule or schedules in chart form as the Project Coordinator deems necessary to demonstrate how the approved rate of progress will be regained.
- E. Update the construction schedule at monthly intervals or when directed by the Project Coordinator to revise the schedule. Reflect any changes occurring since the last update with each invoice for progress payment. Submit copies of the purchase orders and confirmation of the delivery dates as directed. The Project Coordinator's review of the updated schedule is to check that the updated schedule does not alter the construction performance period unless the period was revised through a change order or contract modification.
- F. At Contractor's option a PERT chart may be used.

2.03 SCHEDULE OF PRICES

- A. Furnish a schedule of prices per Project Coordinator.
- B. Provide a breakdown of the Contract Sum in enough detail to facilitate developing and the continued evaluation of Payment Applications. Provide several line items for principal subcontract amounts, or for materials or equipment purchased or fabricated and stored, but not yet installed, where appropriate. Round amounts to nearest whole dollar; total shall equal the Contract Price.
- C. Each item in the Schedule of Prices and Payment Application shall be complete. Include total cost and proportionate share of general overhead and profit for each item.

2.04 PAYMENT APPLICATION

- A. Use the Schedule of Prices as the Monthly Construction Progress Report. Each Payment Application shall be consistent with previous applications and payments. The Project Coordinator shall determine the appropriateness of each payment application item.
- B. Payment Application Times: The date for each progress payment is the last day of each month. The period covered by each Payment Application starts on the first day of the month or following the end of the preceding period and ends on the last day of the month.
- C. Updating: Update the schedule of prices listed in the Payment application when Change Orders or Contract Modifications result in a change in the Contract Price.
- D. Provide a separate line item for each part of the Work where Payment Application may include materials or equipment purchased or fabricated and stored, but not yet installed.
- E. Differentiate between items stored on-site and items stored off-site. Include evidence of insurance or bonded warehousing if required.
- F. Provide separate line items for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
- G. Payment Application Forms: Use and submit copies of the Payment Application and Construction Progress forms approved by the Judiciary.
- H. Application Preparation: Complete every entry and include the "JUD Job No. on the form. Execute by a person authorized to sign legal documents on behalf of the Contractor.
 - 1. Entries shall match data on the Schedule of Prices and Contractor's Construction Schedule. Use updated schedules if revisions were made. Include amounts of Change Orders and Contract Modifications issued before last day of construction period covered by application.
- I. No payment will be made until the following are submitted each month:
 - 1. All Daily Reports, 1 copy.
 - 2. All Payroll Affidavits for work done, 1 copy.
- J. Retainage: The Judiciary will withhold retainage in compliance with the GENERAL CONDITIONS.
- K. Transmittal: Submit the signed original and 1 copies of each Payment Application for processing.

2.05 GENERAL CONTRACTOR AND SUBCONTRACTORS DAILY PROGRESS REPORTS

- A. The General Contractor is responsible for submitting the General Contractor and Subcontractor Daily Progress Reports (Daily Reports) for the General Contractor, all subcontractors, and any lower-tier subcontractors.
- B. The form of the Daily Reports shall be as directed by the Project Coordinator. A separate report shall be made and submitted for the General Contractor (each calendar day) and each subcontractor (each day worked). The report shall include the following information for each employer: Name of General Contractor or Subcontractor, Report Number, Contract Day (consecutive calendar day from Notice to Proceed (NTP) Date), Date worked, work location and description, number of workers, trade/labor classification, and work hours. For General Contractor, only the Contract Day is required because the Report Number will be the same number.
- C. The Daily Reports shall be prepared from the project NTP Date. Daily Reports shall continue to be prepared and submitted up to the Project Acceptance Date. After the Project Acceptance Date, Daily Reports will be submitted for days worked only, and continue to date of Contract Completion Notice. Running Contract Day will stop at Project Acceptance Date.
- D. Submit/upload copies of the previous week's reports to the Project Coordinator by the following Monday.
- E. Daily Reports can be handwritten in the field, and shall use the following file naming convention:
- F. A sample Daily Progress Report Form can be found at the end of this Section.

PART 3 - EXECUTION (Not Used)

END OF SECTION

| | | | | |
|---|--|---------------------------|----------------------------|------------|
| THE JUDICIARY, STATE OF HAWAII DAILY PROGRESS REPORT | | REPORT NO: | | 001 |
| | | CONTRACT DAY: | | 001 |
| | | DATE: | | 03/05/2025 |
| PROJECT: | Kauikeaouli Hale - Cell Block Epoxy Floors | | | |
| | | | | |
| Contractor: | | Structural Engineer: | | |
| Certified by: | | Project Coordinator: | | |
| Weather: | | Condition: | | |
| WORK PERFORMED TODAY (by General Contractor or Subcontractor) | | | | |
| Work Location & Description | | Number (Workers Hours) | Trade/Labor Classification | Hours |
| | | | | |
| | | | | |
| | | | | |
| Observed Defective Work: | | | | |
| | | | | |
| Observed Corrected Work: | | | | |
| | | | | |
| Materials and Equipment Delivered Today: | | | | |
| | | | | |
| Testing Done Today: | | | | |
| | | | | |
| Questions or Problems: | | | | |
| | | | | |
| Remarks: | | | | |
| | | | | |

SECTION 01330 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.01 SUMMARY

- A. Comply with the GENERAL CONDITIONS "Shop Drawings and Other Submittals" section and "Material Samples" section.
- B. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other miscellaneous submittals.
- C. Related Sections include the following:
 - 1. SECTION 01320 - CONSTRUCTION PROGRESS DOCUMENTATION for submitting schedules and reports, including Contractor's Construction Schedule and the Submittals Schedule.
 - 2. SECTION 01770 - CLOSEOUT PROCEDURES for submitting warranties, project record documents and operation and maintenance manuals.

1.02 SUBMITTAL PROCEDURES

- A. Coordinate Work and Submittals: Contractor shall certify the submittals were reviewed and coordinated.
- B. Submittal Certification: Provide in MS Word when submitting electronically. Project Coordinator will provide an electronic copy of the Submittal Certification. Provide a reproduction (or stamp) of the "Submittal Certification" and furnish the required information with all submittals. Include the certification on:
 - 1. The title sheet of each shop drawing, or on
 - 2. The cover sheet of submittals in 8-1/2 inch x 11-inch format, or on
- C. Variances: The Contractor shall request approval for a variance. Clearly note any proposed deviations or variances from the Specifications, Drawings, and other Contract Documents on the submittal and also in a separately written letter accompanying the submittal.
- D. Submittal Certification Form (stamp or digital)

CONTRACTOR'S NAME: _____
PROJECT: _____
JUDICIARY JOB NO: _____

As the General Contractor, we checked this submittal and we certify it is correct, complete, and in compliance with Contract Drawings and Specifications. All affected Contractors and suppliers are aware of, and will integrate this submittal into their own work.

| | | | |
|------------------|-------|---------------|-------|
| SUBMITTAL NUMBER | _____ | DATE RECEIVED | _____ |
| REVISION NUMBER | _____ | DATE RECEIVED | _____ |

SPECIFICATION SECTION NUMBER /PARAGRAPH NUMBER _____
DRAWING NUMBER _____
SUBCONTRACTOR'S NAME _____
SUPPLIER'S NAME _____
MANUFACTURER'S NAME _____

**NOTE: DEVIATIONS FROM THE CONTRACT DOCUMENTS ARE PROPOSED AS
FOLLOWS (Indicate "NONE" if there are no deviations)**

| | |
|--------------|--|
| | |
| | |
| | |
| | |
| CERTIFIED BY | |

Note: Form can be combined with Design Consultant's Review stamp. This is available from the Contracting Officer.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.01 SUBMITTAL REGISTER AND TRANSMITTAL FORM

- A. Contractor shall use submittal register and transmittal forms as directed by the Project Coordinator.
- B. The listing of required submittals within this Section is provided for the Contractor's convenience. Review the specification technical sections and prepare a comprehensive listing of required submittals. Furnish submittals to the Project Coordinator for review.
- C. Contractor shall separate each submittal item by listing all submittals in the following groups with the items in each group sequentially listed by the specification section they come from:
 - 1. Administrative
 - 2. Data
 - 3. Tests
 - 4. Closing
- D. Contractor shall separate all different types of data as separate line items all with the column requirements.
- E. Contractor shall send monthly updates and reconciled copies electronically to the Project Coordinator.

| Section No. – Title | Shop Drawings & Diagrams | Samples | Certificates (Material, Treatment, Applicator, etc.) | Product Data, Manufacturer' s Technical Literature | MSDS Sheets | Calculations | Reports (Testing, Maintenance, Inspection, etc.) | Test Plan | O & M Manual | Equipment or Fixture Listing | Schedules (Project Installation) | Maintenance Service Contract | Field Posted As-Built Drawings | Others | Guaranty or Warranty | Manufacturer' s Guaranty or Warranty (Greater than one year) |
|---|--------------------------|---------|--|--|-------------|--------------|--|-----------|--------------|------------------------------|----------------------------------|------------------------------|--------------------------------|--------|----------------------|--|
| 01310 – Project Management and Coordination | | | | | | | | | | | | | | ■ | | |
| 01320 – Construction Progress Documentation | | | | | | | | | | | ■ | | | ■ | | |
| 01700 – Execution Requirements | | | | | | | | | | | | | | ■ | | |
| 01770 – Closeout Procedures | | | ■ | ■ | ■ | | | | | | | | | ■ | ■ | |
| 09670 – Fluid Applied Flooring | | | | ■ | ■ | | | | | | ■ | | | ■ | ■ | ■ |

SECTION 01700 - EXECUTION REQUIREMENTS

PART 1 - GENERAL

1.01 SUMMARY

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

1.02 SUBMITTALS

- A. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.

1.03 NOTIFICATION

- A. Contact Project Coordinator at least 3 working days prior to starting any onsite work.

1.04 PROJECT AND SITE CONDITIONS

- A. Project Contract Limits (Contract Zone Limits) indicate only in general the limits of the work involved. Perform necessary and incidental work, which may fall outside of these demarcation lines. Confine construction activities within the Project Contract Limits and do not spread equipment and materials indiscriminately about the area.
- B. Disruption of Utility Services: Prearrange work related to the temporary disconnection of electrical and other utility systems with the Project Coordinator listed in SECTION 00800 - SPECIAL CONDITIONS. Unless a longer notification period is required elsewhere in the Contract Documents, notify the Project Coordinator at least 15 days in advance of any interruption of existing utility service. Time and duration of interruptions are subject to the Project Coordinator's approval. Keep the utility interruptions and duration to a minimum so as not to cause inconvenience or hardship to the facility. If temporary electrical or other utility systems hook-up is required,

provide the necessary services. Pay for temporary services as part of the contract, unless specifically noted otherwise.

- C. Disruption of Air Conditioning Services: Coordinate and arrange work related to the temporary disconnection of the air conditioning system with the Project Coordinator. Keep disruptions to a minimum. If temporary power is required, provide services and pay the cost as part of the contract. Schedule any major outage to the air conditioning system that affects the entire building on weekends or during non-regular working hours of the building occupants. Pay for overtime cost as part of the contract.
- D. Contractor's Operations - Provide means and methods to execute the Work and minimize interruption or interference to the facility's operations. Rearrange the construction schedule when construction activities result in interruptions that hamper the operations of the facilities.
- E. Maintain safe passageway to and from the facility's occupied buildings, rooms and other occupied spaces for the using agency personnel and the public at all times.
- F. Contractor, Subcontractor(s) and their employees will not be allowed to park in zones assigned to Users or facility personnel. Subject to availability, the Project Coordinator may designate areas outside of the Contract Zone Limits to be used by the Contractor. Restore any lawn area damaged by construction activities.

PART 2 - PRODUCTS (Not Used)

PART 3 – EXECUTION

3.01 EXAMINING THE SITE

- A. Contractor and Subcontractors are expected to visit the site and make due allowances for difficulties and contingencies to be encountered. Compare contract documents with work in place. Become familiar, with existing conditions, the conditions to be encountered in performing the Work, and the requirements of the drawings and specifications.
- B. Verify construction lines, grades, dimensions and elevations indicated on the drawings before any clearing, excavation or construction begins. Bring any discrepancy to the attention of the Project Coordinator, and make any change in accordance with the Project Coordinator's instructions.
- C. Obtain all field measurements required for the accurate fabrication and installation of the Work included in this Contract. Verify governing dimensions and examine adjoining work on which the Contractor or Subcontractor's work is in any way dependent. Submit differences discovered during the verification work to the Project Coordinator for interpretations before proceeding with the associated work. Exact measurements are the Contractor's responsibility.
- D. Furnish or obtain templates, patterns, and setting instructions as required for the

installation of all Work. Verify dimensions in the field.

- E. Contractor shall accept the site and the existing building in the condition that exists at the time access is granted to begin the Work. Verify existing conditions and dimensions shown and other dimensions not indicated but necessary to accomplish the Work.
- F. Locate all general reference points and take action to prevent their destruction. Lay out work and be responsible for lines, elevations and measurements and the work executed. Exercise precautions to verify figures and conditions shown on drawings before layout of work.

3.02 SITE UTILITIES AND TONING

- A. Cooperate, coordinate and schedule work to maintain construction progress, and accommodate the operations and work of the owners of underground or overhead utility lines or other property in removing or altering the lines or providing new services.
- B. Contact all the various utility companies before the start of the work to ascertain any existing utilities and to develop a full understanding of the utility requirements with respect to this Project. Furnish the Project Coordinator with evidence that the utility companies were contacted.
- C. Should the Contractor discover the existence and location of utilities in the contract drawings are not correct, do not disturb the utilities and immediately notify the Project Coordinator.
- D. Do not disturb or modify any utilities encountered, whether shown or not on the Contract Drawings, unless otherwise instructed in the drawings and specifications or as directed by the Project Coordinator
- E. Repair and restore to pre-damaged condition any utilities or any other property damaged by construction activities.
- F. Transfer to "Field Posted As-Built" drawings the location(s) and depth(s) of new and existing utilities that differ from the Contract Drawings. Locate by azimuth and distance and depth(s) from fixed referenced points.
- G. Toning: Prior to the start of grading, or excavation or trenching work verify and confirm the presence, location and depth of existing underground utility lines in the area affected by the project, by "toning" or by other appropriate means acceptable to the Project Coordinator. The intent of this advanced toning is to afford the Project Coordinator an opportunity to identify utility lines that may or may not be shown on the drawings and issue a directive to address the existing conditions.
 - 1. Perform toning using instruments specifically developed and designed for the detection of underground pipes and cable utilities.
 - 2. Notify the Project Coordinator 48 hours in advance before toning operations. Provide information on the proposed toning method and other pertinent information.
- H. Recording Toning Information: Upon completion of the toning operation, submit

drawings that show the location and approximate depth of the existing and newly discovered utility lines. Identify the type of utility lines. Also, identify where utility lines indicated on the drawings are not shown in their approximate location or where new utility lines are found or pointed out in the field.

- I. After ascertaining the exact location and depth of utilities within the project area, mark and protect the locations.
 - 1. Acquaint personnel working near utilities with the type, size, location, depth of the utilities, and the consequences that might result from disturbances.
 - 2. Do not start trenching or start similar operations until reasonable and appropriate precautions to protect the utilities are taken.
- J. For newly identified utility lines, if directed by the Project Coordinator, manually excavate within 2-feet of the utility line to avoid damage. Under this directive, manual excavation is considered additional work.
- K. Existing Irrigation Systems: Where work is located in areas with existing irrigation systems, Contractor shall test the existing systems and document all deficiencies prior to any work that may damage the existing systems.

3.03 FIELD MEASUREMENTS

- A. Take field measurements to fit and install the Work properly. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress.
- B. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- C. Review of Contract Documents and Field Conditions: Submit a Request For Information (RFI) immediately upon discovery of the need for clarification of the contract documents. If discrepancies are discovered, notify the Project Coordinator promptly.

Contract Documents. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents.

3.04 INSTALLATION

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

3.05 CUTTING AND PATCHING

- A. Oversee cutting and patching of concrete, masonry, structural members and other materials where indicated on drawings and as required by job conditions. Unless noted elsewhere in the contract documents, do not cut or patch existing or new structural members without previously notifying the Project Coordinator.

- B. Provide patch materials and workmanship of equal quality to that indicated on the drawings or specified for new work.

3.06 CLEANING

- A. General: Clean the Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.
 - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 - 2. Do not hold waste unless approved otherwise by the Project Coordinator.
 - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
 - 1. Remove liquid spills promptly.
 - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use only cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Cutting and Patching: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials. Thoroughly clean piping, conduit, and similar features before applying paint or other finishing materials. Restore damaged pipe covering to its original condition.
- H. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.
- I. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

- J. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- K. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.07 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions to provide proper temperature and relative humidity conditions.

3.08 CORRECTION OF THE WORK

- A. Repair or replace defective construction. Restore damaged substrates and finishes. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Restore permanent facilities used during construction to their specified condition.
- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- D. Repair defective components that do not operate properly. Remove and replace operating components that cannot be repaired.
- E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

END OF SECTION

SECTION 01770 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including the following:
 - 1. Project Record Documents.
 - 2. Warranties.
- B. Related documents include the following:
 - 1. SECTION 01700 - EXECUTION REQUIREMENTS.

1.02 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting a Final Inspection to determine Substantial Completion, complete the following items in addition to requirements of Article 7 of the GENERAL CONDITIONS.
 - 1. Submit specific warranties, final certifications, and similar documents.
 - 2. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 - 3. Complete final cleaning requirements, including touch up painting.
 - 4. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

1.03 WARRANTIES

- A. Submittal Time: Submit written manufacturer's warranties at request of the Project Coordinator for designated portions of the Work where commencement of warranties other than Project Acceptance date is indicated.

1.04 OPERATION AND MAINTENANCE MANUALS

- A. Assemble complete set of operation and maintenance data indicating the operation and maintenance of each system, subsystem, and piece of equipment not part of a system. Include operation and maintenance data required in individual Specification Sections and as follows:
 - 1. Maintenance Data:
 - a. Manufacturer's information, Material Safety Data Sheets, and a list of spare parts.
 - b. Name, address, and telephone number of installer or supplier.
 - c. Maintenance procedures.
 - d. Copies of warranties and bonds.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 09670 – FLUID APPLIED FLOORING

PART 1 GENERAL

1.01 REFERENCE STANDARDS

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.

- A. American Society for Testing and Materials (ASTM) Publications
 - C-307 Test Method for Tensile Strength of Chemical-Resistant Mortars.
 - C-501 Test Method for Relative Resistance to Wear Unglazed Ceramic Tile by the Taber Abraser.
 - C-531 Test Method for Linear Shrinkage and Coefficient of Thermal Expansion of Chemical-Resistant Mortars, Grouts, and Monolithic Surfacing.
 - C-579 Test Methods for Compressive Strength of Chemical-Resistant Mortars and Monolithic Surfaces.
 - C-580 Test Method for Flexural Strength and Modulus of Elasticity of Chemical-Resistant Mortars, Grouts, and Monolithic Surfacing.
 - C-884 Test Method for Thermal Compatibility between Concrete and an Epoxy Resin Overlay.
 - D-570 Water Absorption of Plastics.
 - D-695 Compression Properties of Rigid Plastic.

1.02 SYSTEM DESCRIPTION

- A. Epoxy Resin Flooring specified under this section is referenced on the drawings as Yellow Highlighted Area.

1.03 SUBMITTALS

- A. Samples: Submit 6 by 6 inch cured samples of flooring system indicating color combination and non-skid properties.
- B. Material Safety Data Sheets (MSDS): Provide, to the project coordinator, manufacturer's MSDS for all chemicals and products to be used in the flooring system. Maintain, on site, a complete set of MSDS in a readily accessible binder.
- C. Manufacturers' Application Instructions: submit descriptive data and specific recommendations for mixing, application, curing including any precautions or special handling instructions required to comply with the Occupational Safety and Health Act.

- D. Shop Drawings: Shop Drawings shall be furnished showing termination details, and details at floor material transitions and where adjoining equipment.
- E. Maintenance Instructions: Submit current copies of the flooring manufacturer's printed recommendations on maintenance methods and products.
- F. Substitutions and Pre-Approvals
If substitutions, from the materials listed in this section, are requested the request for substitution must be submitted in writing prior to the beginning of work.
Substitution requests must be submitted on company letterhead and must include the specific items to be substituted. In addition, manufacturer product, safety and installation data, sufficient for the Judiciary to make an informed decision, must be provided with the substitution request. The Judiciary must approve any substitution prior to its use.

1.04 QUALITY ASSURANCE

- A. Materials used in the floor surfacing shall be the products of a single manufacturer.
- B. Installation shall be performed by an applicator with minimum 3 years' experience in work of similar nature and scope. Installer must be approved by the manufacturer of the floor surfacing materials. The contractor shall furnish a written statement from the manufacturer that the installer is acceptable.
- C. Installer to verify locations of all flexible joints required by the provisions of this Section and by the recommendations of the related material manufacturers.
 - 1. Joint locations may or may not be shown in drawings.
 - 2. Refer to drawings required under **SUBMITTALS** above.
- D. Installer to have proven experience with specified system.

1.05 PROJECT CONDITIONS

- A. Maintain the ambient room and the floor temperatures at 60 degrees Fahrenheit, or above, for a period extending from 72 hours before, during and after floor installation. Concrete to receive surfacing shall have cured for at least 28 days and shall have been free of water for at least 7 days.

- B. Dew Point: Substrate temperature must be minimum of 5 degrees above dewpoint prior to, during or up to 24 hours after application of flooring system
- C. Illumination: Apply flooring system only where a minimum of 30 foot candles exist when measured 3 feet from surface.
- D. Advise other trades of fixtures and fittings not to be installed until flooring is cured and protected.

1.06 PROTECTION

- A. Protect adjacent surfaces not scheduled to receive the flooring by masking, or by other means, to maintain these surfaces free of the flooring material.
- B. Provide adequate ventilation and fire protection at all mixing and placing operations. Prohibit smoking or use of spark or flame producing devices within 50 feet of any mixing or placing operation.
- C. Provide polyethylene or rubber gloves or protective creams for all workmen engaged in applying products containing epoxy.

1.07 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. All materials shall be delivered to project site in original manufacturer's sealed containers including type of material, batch numbers, date of manufacture, and pertinent labels intact and legible.
- B. Store materials in dry protected area at a temperature between 60° F to 80° F.
- C. Follow all manufacturer's specific instructions and prudent safety practices for storage and handling.

1.08 WARRANTY

- A. Contractor to guarantee work under this Section to be free from defects of material and installation for the duration of the warranty period. Defects occurring during warranty period shall be repaired, in a manner satisfactory to the Judiciary, at no additional cost to the Judiciary.
 - 1. Warranty Period: One (1) Year.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. System description: Two component epoxy resin surfacing broadcast with silica aggregate for non-skid texture. Grouted with

epoxy resin and sealed with chemical resistant aliphatic urethane.

- B. Alternative manufacturers must have as a minimum the standards set forth in this specification and must be preapproved in accordance with project requirements.

2.02 MATERIALS

- A. Prime Coat: Two component penetrating damp-proof epoxy or optional moisture vapor control epoxy primer (consult with Manufacturer for recommended material and thickness).
- B. Aggregates:
 - 1. Blended silica aggregate for base.
 - 2. Broadcast silica aggregate, 30 mesh or 40-60 mesh to match approved sample.
- C. Matrix: Matrix-epoxy/aggregate composition, Key #510 Pigmented or Key #520.
- D. Grout and Topcoats:
 - 1. Two component epoxy grout, Key #510 or Key #520.
 - 2. Two component urethane sealer, Key #450.

2.03 MIXING

- A. Apply flooring to specified physical properties.
- B. Provide slip-resistant, cleanable textured finish. Samples to be approved by Judiciary.

2.04 FINISHES

- A. Color as selected by the Judiciary from the manufacturer's standard colors.

PART 3 EXECUTION

3.01 SPECIAL WORKING HOURS

- A. All work under this Section will be allowed at all times on two consecutive weekends and the intervening work week. This will allow for 9 full days to complete the work. Overtime work is the responsibility of the Contractor. Project Coordinator and Contractor to determine the work calendar.
- B. Contractor to position and turn on ventilation fans, provided by the Judiciary, before leaving the job site at the finish of weekend work.

3.02 PREPARATION

- A. In the event that asbestos containing materials are found or suspected, stop work immediately and notify the Judiciary Project Contact. Refer to SECTION 01715 – EXISTING CONDITIONS – ASBESTOS/LEAD/HAZARDOUS MATERIAL SURVEY
- B. Preparation of Surface:
 - 1. Demolish existing flooring and mechanically prepare concrete subfloor surface to be level with maximum variation not to exceed ¼ inch in 10 feet.
 - 2. Notify the Judiciary in writing prior to commencing work of any conditions deemed unsatisfactory for the installation; installation of flooring materials is understood as acceptance of the substrate as satisfactory.

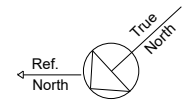
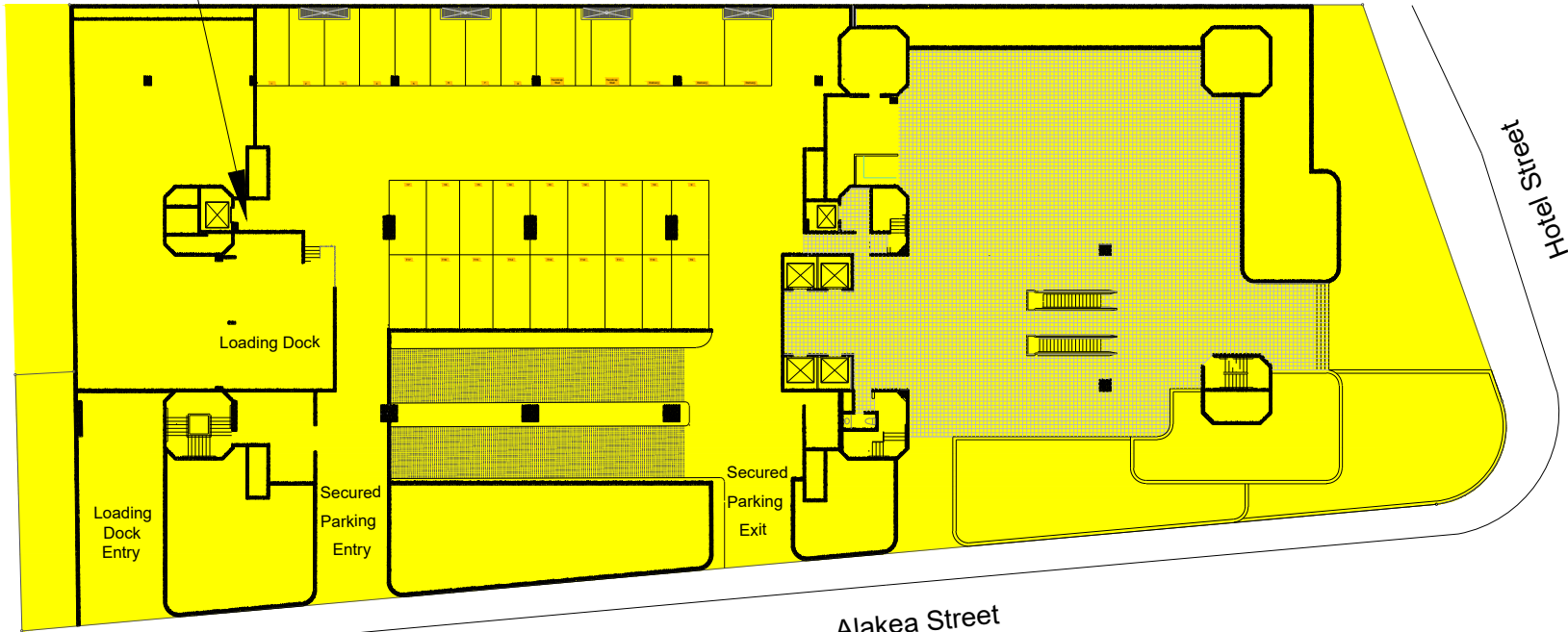
3.03 INSTALLATION

- A. Install all floor materials in strict conformance with manufacturer's instructions.
- B. Route out all cracks (larger than 1/16" width) and fill with Key Crack Filler or other material approved by Manufacturer of floor materials. Reinforce crack with fiberglass cloth using Key #502 Primer or the epoxy used to fill the crack.
- C. Prime entire surface with recommended primer and allow to cure.
- D. Apply epoxy and broadcast aggregate to achieve a total minimum thickness of 40-60 mils after application of grout and topcoats.
- E. Apply epoxy grout coat and urethane sealer to provide a uniform, dense surface.
- F. Match finished work to approved samples, uniform in thickness, sheen, color, pattern and texture, and free from defects detrimental to appearance.
- G. Apply temporary protection until floor is fully cured.

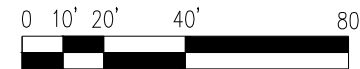
END OF SECTION

Movement of personnel, equipment and materials from the Loading Dock to the work site is via Elevator #2 located at the Mauka end of the building (see Plot Plan), and approximately 30 feet from the dock and work areas. Elevator dimensions are: 9' 0" H x 6' 9" W x 6' 0" D

Elevator #2 Location



GRAPHIC SCALE



Project/Contract Limits - Highlighted Area

General Notes

KAUIKEAOULI HALE
CELL BLOCK EPOXY FLOORING
JUD Project Number: 1JC-25-2-0300

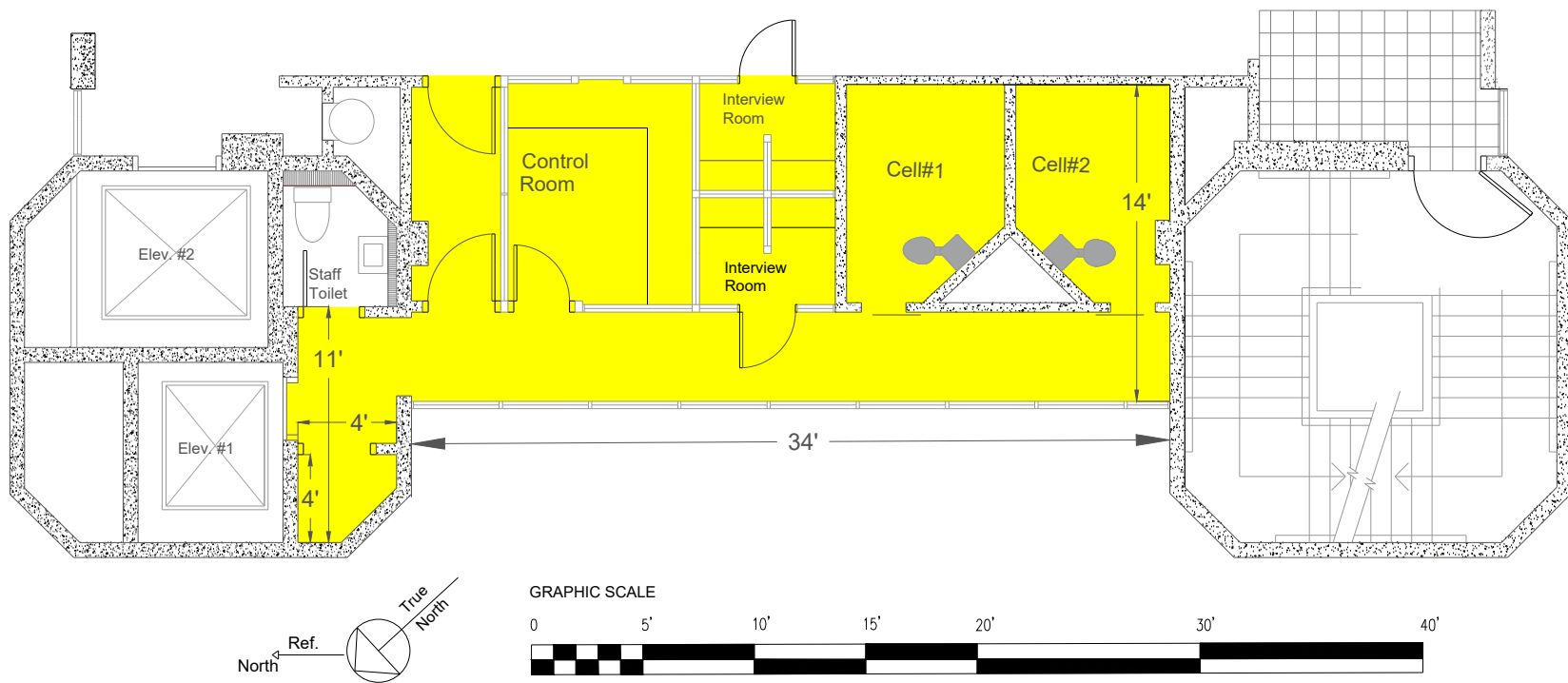
| No. | Revision/Issue | Date |
|-----|----------------|------|
| | | |

1111 Alakea Street, Honolulu, Hawaii 96813

Project Name and Address
Kauikaeouli Hale Architectural Drawings
1111 Alakea Street
Honolulu, Hawaii 96813
Tax Map Key: 2-1-017:003

| | |
|---|----------------|
| Project Details Kauikaeouli Hale Cell Blocks Floors 4, 5, 7, 8 and 10 | SHEET |
| Date February 1, 2025 | 1 OF 2 SHTS |
| Scale as Shown | |

USER CCAO/OPM REVDATE January 24, 2025 FNAME



TYPICAL

Cell Blocks on the 4th, 5th, 7th, 8th and 10th Floors

Area to Recieve Epoxy Flooring - Highlighted Area

General Notes

KAUIKEAOULI HALE
CELL BLOCK EPOXY FLOORING
JUD Project Number: 1JC-25-2-0300

| No. | Revision/Issue | Date |
|-----|----------------|------|
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