

REQUIREMENTS and SPECIFICATIONS

TO CONSTRUCT

**KAUIKEAOULI HALE
CARPETING AND PAINTING
OF NON-PUBLIC AREAS
PROJECT IDENTIFIER: JUD-OPM 26-2-0100**

**TAX MAP KEY: 2-1-017:003
HONOLULU, O'AHU, HAWAI'I**

FOR THE

**THE JUDICIARY
STATE OF HAWAI'I**

**BRANDON M. KIMURA
ADMINISTRATIVE DIRECTOR OF THE COURTS
THE JUDICIARY - STATE OF HAWAI'I**

APRIL, 2026

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NOTICE TO BIDDERS

SEALED BIDS (Chapter 103D, HRS) For:

**KAUIKEAOULI HALE
CARPETING AND PAINTING OF NON-PUBLIC AREAS
PROJECT IDENTIFICATION: JUD-OPM 26-2-0100**

Will be received through the electronic procurement website, HlePRO. The solicitation documents, including the Solicitation, Offer and Contract Forms, drawings and specifications may be obtained at the aforesaid place in electronic format. Prospective bidders are responsible to download and maintain complete bid documents into the HlePRO system.

Submit the Competitive SOLICITATION, OFFER AND CONTRACT FORM up to 12:00 PM, on Friday, May 22, 2026.

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

The work generally consists of moving furniture and other movable items away from walls and work areas as necessary, removing existing wall covering, preparing and painting walls, removing and disposing of existing carpet and pad, installing new carpet and cove base, and returning all furniture and movable items to their original locations upon completion of the work on numerous, in-scope floors of Kauikeaouli Hale, Honolulu District Court.

The estimated construction cost is between \$2 million and \$2.5 million.

To be eligible to submit a Bid, the Bidder must possess valid State of Hawai'i Contractor's license classification "B" or both a "C-7" and "C-33".

Bidders **must attend a mandatory pre-bid meeting followed by a Judiciary-conducted site visit.** No other opportunities for a site visit will be scheduled or allowed.

The mandatory pre-bid meeting and Judiciary-conducted site visit will be held at: Kauikeaouli Hale, 1111 Alakea Street, Honolulu, Hawai'i 96813, Plaza area on the corner of Hotel and Alakea Streets. Attendees are to convene in front of the escalators on **April 30, 2026** at 4:00 PM, H.S.T. The site visit will immediately follow the meeting.

Bidders must bring their own flashlights 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 following procedures shall apply:

1. Registration: Bidders attending the Pre-Bid meeting **must register** on HlePRO by **April 29, 2026**.

HlePRO <https://hiepro.ehawaii.gov>

2. 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.
3. No questions will be accepted during the site visit. All questions must to be submitted to: <https://hiepro.ehawaii.gov>
4. 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 the public works contract is more than \$250,000 and the apprenticeship agreement preference pursuant to Hawai'i Revised Statutes §103-55.6 (ACT17, SLH 2009) **shall** apply.

The Hawai'i 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 Hawai'i Product shall submit a Certification for Hawai'i Product Preference (form SPO-38) via HlePRO. The product shall meet the specifications of this project. The submittal must be received by **4:30 PM on May 6, 2026**. View the current Hawai'i Products List on the State Procurement Office (SPO) website at <http://hawaii.gov/spo>, click on "For Vendors"; and select "Hawai'i Product Preferences".

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

Late submittals for this solicitation will not be reviewed by the Judiciary.

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.

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

/s/ Brandon M. Kimura

BRANDON M. KIMURA
ADMINISTRATIVE DIRECTOR OF THE COURTS
The Judiciary – State of Hawai'i

GENERAL NOTICE

TAX CLEARANCE AND HAWAI'I BUSINESS CERTIFICATES

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

OTHER INFORMATION

Bid results and the Contract Award notice will be posted on the electronic procurement website, HlePRO.

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.

END OF SECTION

SECTION 00210 - INSTRUCTIONS TO BIDDERS

PART 1 - GENERAL

1.01 GENERAL

- A. Only bidders with the required Contractor's license(s) are eligible to submit a Bid.
- B. Bidders (Contractors) shall be incorporated or organized under the laws of the State or be registered to do business in the State as a separate branch or division that is capable of fully performing under the contract. The following definitions are used in the solicitation documents.
 - 1. Hawaii Business §3-122-112 HAR: A bidder who is registered and incorporated or organized under the laws of the State is a "Hawaii Business" and eligible for an award.
 - 2. Compliant non-Hawaii Business §3-122-112 HAR: A bidder not incorporated or organized under the laws of the State, but is registered to do business in the State and complies with or is exempt from the requirements of §3-122-112 HAR, is a "Compliant Non-Hawaii Business" and eligible for an award.
 - 3. Non-compliant Bidder: If a bidder is a non-Hawaii business and is not registered with the DCCA Business Registration Division (BREG) or cannot comply with §3-122-112 HAR, then the bidder is non-compliant and is ineligible for an award.
- C. 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 mandatory.
 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:Ms. Tritia Cruz
 - 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 26-2-0100 | 2. TYPE OF SOLICITATION HlePRO (IFB) | 3. PAGE OF PAGES 1 of 10 |
| IMPORTANT - The "offer" section must be fully completed by offeror. | | |
| NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder." | | |
| 4. ISSUED BY: THE JUDICIARY – STATE OF HAWAI'I CONTRACTS AND PURCHASING 6TH FLOOR KAUIKEAOULI HALE 1111 ALAKEA STREET HONOLULU, HAWAI'I 96813 | 5. ADDRESS OFFER TO: HlePRO | |
| 6. FOR INFORMATION | A. NAME Carlton Yara, JUDICIARY carlton.c.yara@courts.hawaii.gov | B. TELEPHONE NO. (NO COLLECT CALLS) (808) 539-5991 |
| SOLICITATION | | |
| <p>7. THE STATE OF HAWAI'I REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS TO CONSTRUCT:</p> <p>KAUIKEAOULI HALE CARPETING AND PAINTING OF THE NON-PUBLIC FLOORS HONOLULU, OAH'U, HAWAI'I TMK: 2-1-017:003</p> <p>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.</p> | | |
| 8. The Contractor shall complete the work as stipulated in the COST, TIME AND SCHEDULE article of Attachment A. This performance period is mandatory. | | |
| 9. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS WITHIN 10 CONSECUTIVE CALENDAR DAYS AFTER DATE OF THE LETTER OF AWARD. IF ALTERNATE FORMS OF SECURITY WILL BE SUBMITTED, REFER TO STATE OF HAWAI'I, 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.} | |
| <p>The undersigned represents:</p> <p><input type="checkbox"/> A Hawaii Business incorporated or organized under the laws of the State of Hawaii.</p> <p>or</p> <p><input type="checkbox"/> A Compliant Non-Hawaii Business not incorporated or organized under the laws of the State of Hawaii, but registered at the State of Hawaii, Department of Commerce and Consumer Affairs, Business Registration Division to do business in the State of Hawaii. State of incorporation: _____</p> | |
| 22A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) | |
| 22B. SIGNATURE: I declare under penalty of law that the foregoing is true and correct to the best of my knowledge. (*3) | 22C. DATE: |

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

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

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

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

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

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

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

| CONTRACT To be completed b State o 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 <i>(7 copies unless otherwise specified)</i> | |
| JUDUCIARY WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE | |
| <input type="checkbox"/> 28. NEGOTIATED AGREEMENT <i>(Contractor is required to sign this document and return _____ copies to issuing office.)</i> Contractor agrees to furnish and deliver all items or perform all work for the consideration slated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) any document incorporated by reference in or attached to this contract. | <input type="checkbox"/> 29. AWARD <i>(Contractor is not required to sign this document.)</i> Your offer on this solicitation is hereby accepted as to the items listed in Block 24. This award consummates the contract, which consists of (a) the State of Hawaii solicitation and your offer, and (b) this contract award. No further contractual document is necessary. |
| 28A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN <i>(Type or print)</i> | 29A. NAME OF ADMINISTRATIVE DIRECTOR OF THE COURTS <i>(Type or print)</i> |
| 28B. SIGNATURE: I declare under penalty of law that the foregoing is true and correct to the best of my knowledge. | 29B. THE JUDICIARY - STATE OF HAWAI'I By: |
| 28C. DATE | 29C. DATE |

ATTACHMENT A

A. COST, TIME AND SCHEDULE

KAUIKEAOULI HALE
CARPETING AND PAINTING
OF NON-PUBLIC AREAS
JUD-OPM No: 1JC-26-2-0100

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.}

Base Bid Includes: Carpet and Painting on the 4th, 7th, 8th, and 10th Floors
See Drawing Set CP-B

Alternates (See Section 012300 – ALTERNATES for Description).

Alternate: No.1 Additive:

Non-Public Areas on the 5th and 11th Floors: \$ _____
See Drawing Set CP-1

2. TIME:

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

Contract Duration 350 Calendar Days

Construction Time for Alternate No. 1 120 Calendar Days

3. SCHEDULE FOR WORK

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

a. After the project is awarded, the contractor shall begin preparatory work, obtain approvals, 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 |
|--|--------------------------------|
| | |
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| | |
| | |
| | |
| | |

| 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

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 Hawai'i, titled "INTERIM GENERAL CONDITIONS 1999 Edition," known as the "GENERAL CONDITIONS", forms part of the Judiciary Contract between the Contractor and the Judiciary. 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 Hawai'i, fourth floor of the Kalanimoku Building, Room 422, 1151 Punchbowl Street, Honolulu, Hawai'i or at the DAGS District Offices on Kauai, Maui and Hawai'i.
- 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 Judiciary 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 Judiciary 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 Hawai'i at the time the person claims to have established the person's domicile in the State of Hawai'i and shows the person's intent is to make Hawai'i the person's primary residence.
- 1.74 SHORTAGE TRADE** – A construction trade in which there is a shortage of Hawai'i 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 Judiciary 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 substituting the following 2.1.1 through 2.1.2:

“2.1.1 Notice of Intention to Bid

2.1.1.1 In accordance with HRS § 103D-310 and HAR § 3-122-111, 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, HRS, as amended, and the rules and regulations of the Contractor’s License Board.

2.1.1.2 If two 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, HRS, 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, HRS, 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 Hawai’i or any of its political subdivisions or is in default of any obligation to the State of Hawai’i 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 Judiciary.

2.1.2 Compliance Certificate HRS § 103D-310(c)– The Contractor is 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 substituting 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 and 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 Administrative Director of the Courts prior to the date set for the receipt of proposals.

2.13.3 A protest of an award or proposed award pursuant to HRS §§ 103D-302 or 103D-303, 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, Hawai’i 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, Hawai'i 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 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, a 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 Judiciary 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 Judiciary (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 HRS § 11-355, 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 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 Judiciary 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 HRS § 103D-309, that there is an available unexpended appropriation or balance of an appropriation over and above all outstanding contracts sufficient to cover the Judiciary’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 Judiciary 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 Judiciary may apply all or part of the amount of the bid security to reduce damages. If upon determination by the Judiciary 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, if 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 the 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 §3-125-13 HAR, 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 Judiciary 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 15 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 15 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 non-adjustment of the contract time or contract price, the contractor shall file a notice of intent to claim within 30 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 non-adjustment 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 HRS § 103D-501

4.5.1 In determining the cost or credit to the Judiciary 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 substituting the following new subsections:

“5.4.14 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.

5.4.15 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 Judiciary, 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.

5.4.16 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 substituting 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 substituting 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 Judiciary 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 and the reasons for replacement. The Contractor agrees to defend, hold harmless, and indemnify the Judiciary 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 Judiciary 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 substituting 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 Judiciary's best interest. The Judiciary 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 Judiciary will require a sharing of cost similar to value engineering be implemented. The Judiciary 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 7.2.4 SCHEDULE OF PRICES by deleting paragraph 7.2.4.1 and substituting 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 7.2.4.1A:

“7.2.4.1A 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 substituting 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 is 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 substituting the following:

“7.2.6 Safety and Health Plan for this project. Refer to HRS § 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 Administrative Director of the Courts.”

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

“7.3.3 Certificate(s) of Insurance acceptable to the Judiciary 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 Hawai‘i. 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 30 days prior written notice. Should any policy be canceled before final acceptance of the work by the Judiciary, and the Contractor fails to immediately procure replacement insurance as specified, the Judiciary, 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 substituting 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 Hawai'i is added as an additional insured as respects to operations performed for the State of Hawai'i."; and 2) "It is agreed that any insurance maintained by the State of Hawai'i 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 substituting 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 Hawai'i is added as an additional insured as respects to operations performed for the State of Hawai'i."; and 2) "It is agreed that any insurance maintained by the State of Hawai'i 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 substituting 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 Hawai'i as an insurer. The insurance policy shall contain the following clauses: 1) "The State of Hawai'i is added as an additional insured as respects to operations performed for the State of Hawai'i."; and 2) "It is agreed that any insurance maintained by the State of Hawai'i 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 Hawai'i 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 Hawai'i as an insurer. The insurance policy shall contain the following clauses: 1) "The State of Hawai'i is added as an additional insured as respects to operations performed for the State of Hawai'i."; and 2) "It is agreed that any insurance maintained by the State of Hawai'i will apply in excess of, and

not contributed with, insurance provided by this policy." The Judiciary – State of Hawai'i shall also be added as an additional insured as respects to operations performed for the State of Hawai'i. 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 Project Coordinator 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 Judiciary 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 substituting 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 Judiciary is responsible for overtime or night time payments for the Judiciary’s inspection services, including Judiciary’s Inspector, State staff personnel and the Judiciary’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 §3-126-31 HAR, by deleting subsection 7.25.10 and paragraph 7.25.10.1 and substituting the following:

“**7.25.10 Decision on Claim or Appeal** - The Contracting Officer shall decide all controversies between the Judiciary 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 Contracting Officer 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 substituting the following:

“7.26.1.2 If the Contractor fails to correct Punchlist deficiencies as required by Section 7.32 PROJECT ACCEPTANCE DATE, the Judiciary will be inconvenienced and damaged, therefore, it is agreed that the Contractor shall pay liquidated damages to the Judiciary 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 Project Coordinator. 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 substituting 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 Judiciary will be inconvenienced and damaged, therefore, it is agreed that the Contractor shall pay liquidated damages to the Judiciary 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 Project Coordinator. 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 substituting 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 substituting 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 Contracting Officer 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 Judiciary 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 Judiciary and submit such forms to the manufacturer within such time required to validate the guarantee. Contractor shall submit to the Judiciary a photocopy of the completed guarantee form for the Judiciary’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 Project Coordinator 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 Hawai'i 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 Hawai'i 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 Hawai'i 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 HRS § 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 Judiciary 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 Judiciary 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 substituting 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 Judiciary 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 through 8.5.6 and substituting the following new section 8.5 and related subsections 8.5.1 through 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 90 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 HRS § 103D-324; 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 HRS § 444-17(14).

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 contractor 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 Judiciary 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 Judiciary 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 Judiciary.

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 Judiciary.

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

AAA. Under Article 8 – MEASUREMENT AND PAYMENT, modify section 8.7 WARRANTY OF CLEAR TITLE, by deleting section and substituting 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 Judiciary. 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 Judiciary 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 substituting 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 Hawai’i State Department of Taxation and the Internal Revenue Service; b) Chapters 383, 386, 392, and 393, HRS; and c) HRS § 103D-310(c). The Judiciary 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 substituting 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 30 days after the Contractor has been tendered payment for the subject work, or, if no payment has been tendered, not later than 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 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:

JUDICIARY PROJECT 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:

Deputy Attorney General

***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 PROJECT 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:

Deputy Attorney General

*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 above, _____ was in compliance with 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.

(Name of Contractor or Subcontractor Company)

(Name of Contractor or Subcontractor Company)

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

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 *GENERAL CONDITIONS* and in SECTION 00700 - GENERAL CONDITIONS, paragraph entitled REVISIONS TO THE GENERAL CONDITIONS.
 1. Under ARTICLE 3 - AWARD AND EXECUTION OF CONTRACTS, modify section 3.11 NOTICE TO PROCEED by deleting subsections 3.11.1 and 3.11.2 and substituting the following:
 - “3.11.1 After the contract is fully executed and signed by the Administrative Director of the Courts, the Contractor will be sent a letter allowing the ordering of approved materials before the formal Notice to Proceed letter is sent. Subsequently, the formal Notice to Proceed letter will be sent informing the Contractor of the date on which it shall proceed with the designated work. The Contractor shall be allowed ten (10) consecutive working days from said date to begin its work. In the event that the Contractor refuses or neglects to start the work, the Comptroller may terminate the contract in accordance with Section 7.27 TERMINATION OF CONTRACT FOR CAUSE.”
 2. Under ARTICLE 3 – AWARD AND EXECUTION OF CONTRACT, modify section 3.11 NOTICE TO PROCEED, by deleting subsection 3.11.4 and substitute the following new paragraph 3.11.4:
 - “3.11.4 In the event the Notice to Proceed is not issued within one hundred and eighty (180) days after the date of the bid opening, the Contractor may submit a claim for increased labor and material costs (but not overhead costs) which are directly attributable to the delay beyond the first 180 days. Such claims shall be accompanied with the necessary documentation to justify the claim. No payment will be made for escalation costs that are not fully justified as determined by the State.”

1.02 SUBMITTAL DATES FOR CLARIFICATIONS

- A. Written requests must be received no later than close of business on May 6, 2026.
- B. For questions or clarifications on the plans and specifications during bidding, offerors must submit in writing through HlePRO. Use “QUESTIONS AND CLARIFICATIONS” form found at the end of this Section. Be specific and list drawing/detail and specification section or paragraph that requires attention.

C. For general questions on the solicitation requirements or processes, submit written requests to the Purchasing Specialist through HlePRO.

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

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.

The Project Contact

NAME: Carlton Yara
TELEPHONE NO: (808) 539-5991
FAX NO: (808) 539-4402
EMAIL: carlton.c.yara@courts.hawaii.gov

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: Carlton Yara
POSITION: Project Manager
TELEPHONE NUMBER: (808) 539-5991
EMAIL ADDRESS: carlton.c.yara@courts.hawaii.gov

Websites:

Judiciary web site: <http://www.courts.state.hi.us>
HlePRO web site: <https://hiepro.ehawaii.gov/welcome.html>

D. Contacts During Construction: (TBD)

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 ensure 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 5:00PM to 2:00AM Monday through Friday unless otherwise noted or restricted under SECTION 01100 - PROJECT REQUIREMENTS. In the event of a conflict, the working hours provisions of specification SECTION 01100 - PROJECT REQUIREMENTS shall govern this item 1.06.
- B. The Contractor may be given approval to work Saturdays, Sundays, and State Holidays 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. The Contractor shall include in the bid price the cost of Deputy Sheriff(s) required for its operations in order to complete the work specified within the contract duration in its bid price.
- B. In the event that COVID-19 or related health safety protocols such as masking, testing or temperature-checking are required by the Judiciary, such protocols will apply to this project.
- C. Permits – Building, Electrical, and Plumbing permits are not required for this project; therefore, the Contractor is not responsible to pay for or obtain these permits.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

QUESTIONS AND CLARIFICATIONS (WRITTEN REQUESTS ONLY)

PROJECT NAME: KAUIKEAOULI HALE
CARPETING AND PAINTING OF THE NON-PUBLIC AREAS

PROJECT TITLE: KAUIKEAOULI HALE
CARPETING AND PAINTING OF THE NON-PUBLIC AREAS
HONOLULU, O'AHU, HAWAI'I

PROJECT IDENTIFIER: JUD-OPM 26-2-0100

PROJECT COORDINATOR: Carlton Yara

BID OPENING DATE: May 20, 2026 (This request must be received no less than
14 days prior to bid opening)

PERSON MAKING REQUEST: _____

COMPANY _____

TELEPHONE NO.: _____ E-MAIL: _____

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

STATE QUESTION OR CLARIFICATION BELOW:

END OF SECTION

DIVISION 1 - GENERAL REQUIREMENTS

SECTION 01100 - PROJECT REQUIREMENTS

PART 1 - GENERAL

1.01 WORK COVERED BY CONTRACT DOCUMENTS

A. Project Identification

1. Project Title: Kauikeaouli Hale Carpeting and Painting of the Non-Public Areas
2. Project Location: Kauikeaouli Hale
Honolulu District Court
1111 Alakea Street
Honolulu, O'ahu, Hawai'i
Tax Map Key: 2-1-017:003

B. The work generally consists of moving furniture and other movable items away from walls and work areas as necessary, removing existing wall covering, preparing and painting walls, removing and disposing of existing carpet and pad, installing new carpet and cove base, and returning all furniture and movable items to their original locations upon completion of the work on numerous, in-scope floors of Kauikeaouli Hale, Honolulu District Court.

C. The work, consists of the following elements:

1. The work consists of the following as described below and in the project drawing attached:

A. Wallcovering Removal and Painting

Existing wallcovering on corridor walls, open area walls, office, and other rooms will be removed and disposed. Walls will be repaired and painted. Paint color to be selected by the Judiciary after the award of the contract. Contractor will comply with the **attached Section 09910** specifications for painting, products, preparation and application.

B. Carpet

Existing carpet in all hallways and open areas will be removed and disposed off-site. New carpet tiles will be installed. Carpet color and pattern to be selected by the Judiciary after the award of contract. Contractor will comply with the **attached Section 09681** specifications for carpet, products, preparation and application.

C. Cove Base

Furnish and install new 4-inch vinyl cove base on all painted walls. Cove base color to be selected by the Judiciary after award of the contract.

D. The work is to be performed outside of normal working hours. Normal business hours are Monday through Friday, 7:45 AM through 4:30 PM, except on State Holidays.

E. 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.

F. 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.
- G. Contractor shall not alter the Drawings and Specifications. If an error or discrepancy is found, notify the Contracting Officer.
 - H. 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.
 - I. The Contractor is forewarned the Kauikeaouli Hale will be in operation during the construction period. Accordingly, all electrical outage work shall be scheduled and performed after normal operating hours (i.e., during nights, weekends and other non-operating hours including holidays).
 - J. Contractor shall hire and pay for Deputy Sheriffs to monitor the Contractor's employee's movement in building for all work performed in Kauikeaouli Hale. A minimum of one (1) Deputy Sheriffs are required for any assignment.
 - K. Contractor's work schedule shall be coordinated with, and submitted to the Project Contact and Project Coordinator no less than ten (10) days in advance and shall be approved by the Project Contact before implementation.
 - L. It is the sole responsibility of the Contractor to ensure adequate manpower is employed in order to complete the project as specified. For all Contractor employees working at Kauikeaouli Hale, Contractor will submit to Project Coordinator the workers' name, birth date, and social security number for worker passes to the facility. Employee information will be submitted no less than seven (7) working days in advance of employee entering the facility.

1.02 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 - 1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated and include incomplete sentences. Omission of words or phrases such as "the Contractor shall", "as shown on the drawings", "a", "an", and "the" are intentional. Omitted words and phrases shall be provided by inference to form complete sentences. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred, as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates. Where devices, or items, or parts thereof are referred to in the singular, it is intended that such reference shall apply to as many such devices, items or parts as are required to properly complete the Work.
 - 2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.
 - a. The words "shall", "shall be", or "shall comply with", depending on the context, are implied where a colon (:) is used within a sentence or phrase.

3. Abbreviations and Acronyms for Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale Research's "Encyclopedia of Associations" or in Columbia Books' "National Trade & Professional Associations of the U.S."

B. Terms

1. Directed: Terms such as "directed", "requested", "authorized", "selected", "approved", "required", and "permitted" mean directed by Contracting Officer, requested by Contracting Officer, and similar phrases.
2. Indicated: The term "indicated" refers to graphic representations, notes, or schedules on drawings or to other paragraphs or schedules in specifications and similar requirements in the Contract Documents. Terms such as "shown", "noted", "scheduled", and "specified" are used to help the user locate the reference.
3. Furnish: The term "furnish" means to supply and deliver to project site, ready for unloading, unpacking, assembly, and similar operations.
4. Install: The term "install" describes operations at project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
5. Provide: The terms "provide" or "provides" means to furnish and install, complete and ready for the intended use.
6. Installer: An installer is the Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-Subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
7. Submit: Terms such as "submit", "furnish", "provide", and "prepare" and similar phrases in the context of a submittal, means to submit to the Contracting Officer.

C. Industry Standards

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

1.03 CONTRACT

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

1.04 WORK SEQUENCE

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

1.05 USE OF PREMISES AND WORK RESTRICTIONS

- A. General: The Contractor is notified that the entire building will generally remain operational throughout the entire duration of the project.
- B. The Contractor shall schedule and perform his work and operations to conform to the requirements of The Judiciary (including requirements for the schedule and hours of the court, noise restrictions and security requirements described elsewhere), and in such a manner as to minimize inconvenience, hazards and disturbance upon the building's occupants and to ensure their safety.
 - 1. Coordinate construction, shutdown and schedules with the Project Contact Person and Contracting Officer.
 - 2. All building areas (e.g. courtrooms, corridors, offices, etc.) shall be fully operational at the end of utility shutdown periods.
 - 3. As the building area will remain operational throughout the entire duration of the project, safe access and egress around the project site shall be maintained at all times.
 - 4. Disruptions of access, etc. shall be coordinated in writing with the Project Contact Person and Contracting Officer. Disruptions shall also be identified in the work schedule.
 - 5. The Contractor shall provide construction aids as necessary to maintain normal operations of the building and to protect the public and staff.
- C. As the building will be operational during the duration of the project, on-site parking, storage and staging, etc. will be limited.
 - 1. Coordinate construction, shutdown and schedules with the Project Contact Person and Contracting Officer.
- D. Contractor's use of premises is restricted as follows:
 - 1. Construction Times and Schedule:
 - a. Any work involving materials with strong odors must be performed during special work periods as determined by the Contracting Officer.
 - b. Work required to be performed during normal business hours may be allowed by prior arrangement and shall be coordinated in writing with the Project Contact. Work shall be identified in the work schedule.
 - c. Loud, disruptive noises and outages shall be conducted outside of the building's normal business hours of operation.

2. Site Access and Parking:
 - a. Parking: Parking for the Contractor's employees (or Subcontractors) will be limited to the available areas within the designated Project Contract Limits or in areas designated by the Contracting Officer. Do not use parking stalls in regularly designated parking zones within the Facility grounds. Unauthorized vehicles parked in marked stalls and in any area outside of the designated project construction site will be subject to towing at the Contractor's expense..
 - b. Maintain access to the Loading area through Project Contract Limits.
3. Sanitation:
 - a. Use of the building's toilet facilities will be restricted to **public toilet** facilities. These facilities are located in the public area near the courtrooms on each floor. Do not use the "Staff" toilets located in the back hallways. Failure to keep such facilities clean and neat will subject the Contractor to loss of privilege.
4. Noise, Volatile Organic Compound (VOC) odors and Dust Control:
 - a. In adjacent locations surrounding the project site, noise, dust and other disrupting activities, resulting from construction operations, are detrimental to the conduct of Judiciary activities. Therefore, Contractor shall monitor its construction activities. Exercise precaution when using equipment and machinery to keep the noise and dust levels to a minimum.
 - 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-operational hours. Overtime costs for the Contractor's employees and work force are the Contractor's responsibility.
 - d. The Contracting Officer will require any construction activity that produces excessiveness of noise and dust to be performed during non-operational hours. The Contracting Officer shall make the final determination. Overtime costs for the Contractor's employees and work force are the Contractor's responsibility.
 - e. Contractor shall furnish and operate a portable HEPA air purifier to mitigate dust for the duration of the construction activity.
 - f. As needed, Contractor will use dust barriers to cover facility office areas and workstations susceptible to dust and debris. Contractor shall remove covers and clean-up dust and debris in office areas daily, as the facility will be in operation and needs to remain dust free during business hours, unless alternate arrangements are made by the Judiciary.

5. Other Conditions:
 - a. Arrange for construction debris and trash to be removed from project site daily.
 - 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. Keep access roads to the project site free of dirt and debris. Provide, erect and maintain lights, barriers, signs, etc. when working on roads, driveways and walkways to protect pedestrians and moped/bicycle riders. Obey traffic and safety regulations.

E. Security Provisions:

1. Security Clearances:

- 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. Worker lists may be transmitted Attn: Contracting Officer via fax to (808) 539-4402 during normal operational hours. Work during normal business hours, when approved in advance, will require workers to obtain a visitor's badge from the Sheriff's office or Facilities Management Office and wear it at all times while in the building. After hours work will be supervised, by Sheriffs, so badges are not necessary. Note that it may take up to five business days lead time before workers receive clearance.

2. Sheriff Oversight:

- a. All movements of the Contractor's employees into and within the building will be subject to control by the Sheriff's Division. The 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.

"RollKall" may assess an administrative fee of approximately \$50.00 separate from the fee for the special duty personnel. Pay for Special Duty Officer's (Sheriff Deputy) and any administrative fees are considered part of the contract amount. **Hourly rates shown above were as of June, 2023. It is the bidders responsibility to confirm current rates and fees. 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. 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) First Circuit: (808) 539-4599
- (2) Second Circuit: (808) 244-2900
- (3) Third Circuit: (808) 933-8833
- (4) Fifth Circuit: (808) 482-2470

d. Note that the Sheriff's Offices do not possess keys for access to the building. The Contractor must make arrangements with the Project Contact to provide keys or the means for access to the building during the Project period.

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.

1.06 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 01230 – ALTERNATES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. Section includes administrative and procedural requirements for alternates.

1.03 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the bidding requirements that may be added to or deducted from the base bid amount if the Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
 - 1. Alternates described in this Section are part of the Work only if enumerated in the Agreement.
 - 2. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternates into the Work. No other adjustments are made to the Contract Sum.

1.04 PROCEDURES

- A. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
 - 1. Include, as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation, whether or not indicated as part of alternate.
 - 2. (Not Used)
- B. Execute accepted alternates under the same conditions as other Work of the Contract.
- C. Schedule: A, B & C Part 3 "Schedule of Alternates" Article is included at the end of this Section. Specification Sections referenced in schedule contain requirements materials necessary to achieve the work described under each alternate.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION

3.01 SCHEDULE OF ALTERNATE(S)

A. Alternate No. 01: Additional Floors – 5th and 11th

1. Base Bid: Carpet and Painting on the 4th, 7th, 8th, and 10th Floors
See Drawing Set CP-B
2. Alternate: Add Carpet and Painting work on the 5th and 11th Floors as indicated on
See Drawing Set CP-1

B. (Not Used)

END OF SECTION

DIVISION 1 - GENERAL REQUIREMENTS

SECTION 01310 – PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.01 WORK COVERED BY CONTRACT DOCUMENTS

- 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. 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. Ensure and make correct and accurate connections of abutting, adjoining, overlapping, and related work. Provide anchors, fasteners, accessories, appurtenances, and incidental items needed to complete the Work, fully, and correctly in accordance with the Contract Documents.
 - 2. Provide additional structural components, bracing, blocking, miscellaneous metal, backing, anchors, fasteners, and installation accessories required to properly anchor, fasten, or attach material, equipment, hardware, systems and assemblies to the structure.
 - 3. Provide excavation, backfilling, trenching and drilling for trades to install their work.
 - 4. Provide concrete foundations, pads, supports, bases, and grouting for trades as needed to install their work.

5. Provide caulking, sealing, and flashing as required to waterproof the building complete and as required to insulate the building thermally and acoustically. Include sealing, flashing, and related work as required to prevent moisture intrusion, air infiltration, and light leakage.
6. Equipment, appliances, fixtures, and systems requiring plumbing and mechanical services, rough-in, and connections, or other utilities and services shall be provided with such services, rough-in, and final connections.
7. Equipment, appliances, fixtures, hardware, and systems requiring electrical services shall be provided with such electrical services, including outlets, switches, overload protection, interlocks, panelboard space, disconnects, circuit breakers, and connections.
8. 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.
9. 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 Judiciary reserves the right at any time to contract for or otherwise perform other or additional work within the Project Contract Limits. The Contractor of this project shall to the extent ordered by the Contracting Officer, conduct its work so as not to interfere with or hinder the progress or completion of the work performed by the Judiciary or other Contractors.

1.04 WORK SEQUENCE

- A. Multiple prime Contractors performing work under separate agreements with the State 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 State.
- B. Coordinate Subcontractors and keep them informed of any work from the other Projects that may affect the site or the Subcontractor's work. If the Contractor has any questions regarding its coordination responsibilities or needs clarification as to the impact in scheduling of its work and the work of other projects, this Contractor shall notify the Contracting Officer in writing.
- C. Subject to approval by the Contracting Officer, this Contractor shall amend and schedule its work and operations to minimize disruptions to the work and operations of other projects.

1. Relocate or remove and replace temporary barriers, fencing supports or bracing to allow work by others to proceed unimpeded. Do not remove required barriers supporting work until specified time or as approved by the Contracting Officer. This does not relieve the Contractor of the responsibility of proper coordination of the work. If directed by the Contracting Officer, leave in place any temporary barriers.
 2. Coordinate work that abuts or overlaps work of the other projects with the Contracting Officer and other Prime Contractors to mutual agreement so that work is 100 percent complete with continuity of all materials, systems and finishes.
 3. When directed by the Contracting Officer, provide access into the construction zone to allow the other project's Contractor(s) to perform their Work and work that must be interfaced.
 4. Contractor shall adjust and coordinate its Work and operations as required by the other projects as part of the Work of this contract without additional cost or delay to the State.
 5. When directed by the Contracting Officer provide a combined Contractor's construction schedule.
- D. Other Contracts: If known, they are listed in SECTION 01100 - PROJECT REQUIREMENTS.

1.05 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences as directed by the Project Contact at the Project Contact's field office, 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 Contact of scheduled meeting dates and times.
 2. Agenda: 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 Contact, within 7 days of the meeting.
- B. Preconstruction Conference: Project Contact shall schedule a preconstruction conference before the start of construction, at a time convenient to the Project Contact, 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 Contact shall conduct the meeting to review responsibilities and personnel assignments.
1. Attendees: Project Contact, and design consultants; Facility Users; Contractor and its superintendent; major Subcontractors; manufacturers; suppliers; and other concerned parties shall 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. Office, work, and storage areas.
 - i. Equipment deliveries and priorities.
 - j. First aid.
 - k. Security.
 - l. Progress cleaning.
 - m. Working hours.
- C. Progress Meetings: Conduct two (2) progress meetings per month or other intervals as determined by the Project Contact. Schedule meeting time at close to end of normal business hour. Coordinate dates of meetings with preparation of payment requests.
 1. Attendees: In addition to Project Contact, 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 and correct or approve minutes of previous progress meeting. 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. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - b. Review present and future needs of each entity present, including the following:

- 1) Outstanding Requests for information (clarification).
 - 2) Interface requirements.
 - 3) Sequence of operations.
 - 4) Status of outstanding submittals.
 - 5) Deliveries.
 - 6) Off-site fabrication.
 - 7) Access.
 - 8) Site utilization.
 - 9) Temporary facilities and controls.
 - 10) Work hours.
 - 11) Hazards and risks.
 - 12) Progress cleaning.
 - 13) Quality and work standards.
 - 14) Force Account work.
 - 15) Change Orders and Change Proposals.
 - 16) Documentation of information for payment requests.
- c. 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.
3. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present. Include a brief summary, in narrative form, of progress since the previous meeting and report.
- a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.
- D. Judiciary may require weekly project meeting if project fails to maintain a reasonable schedule or if there are significant issues with quality or behavior, until progress, workmanship or behavior improves, at Judiciary's judgment.

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. Contractor's Construction Schedule.
 - 2. Submittals 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 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
 - 1. Critical activities are activities on the critical path and control the total length of the project. They must start and finish on the planned early start and finish times.
 - 2. Predecessor activity is an activity that must be completed before a given activity can be started.
- B. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of project.
- C. Critical Path: The longest continuous chain of activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- D. Event: The starting or ending point of an activity.
- E. Float: The measure of leeway in starting and completing an activity.
 - 1. Float time is not for the exclusive use or benefit of either the Department or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
 - 2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the following activity.
 - 3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.

- F. Schedule of Prices: A statement furnished by Contractor allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Payment Applications.

1.03 SUBMITTALS

- A. Required Submittals: Submit required submittals in PDF format, by Specification Section, within 15 days after award of the contract or upon earlier written instructions from the Contracting Officer.
 - 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 Construction Schedule, in PDF format, 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 Schedule of Prices, integrated with the Construction Schedule, in PDF format for review within 15 days after the award of the contract or upon earlier written instructions from the Contracting Officer.
 - 1. Use the Department's forms for Payment applications.
- D. Payment Application: Submit the payment application at earliest possible date and no sooner than the last day of the month after all payroll affidavits, updated submittal registers, and schedules have been submitted.

1.04 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 Department'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 Contracting Officer.
 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 25 calendar days for the State's review, as applicable for the Island the project is located.
 3. Prepare and submit an updated list to the Contracting Officer at monthly intervals or as directed by the Contracting Officer. The listing shall reflect all approvals received since the last update.

2.02 CONTRACTOR'S CONSTRUCTION SCHEDULE - GANTT CHART METHOD

- 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 salient features of the work (including acquiring materials, plant, and equipment).
- B. Upon completion of the Contracting Officer'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 Contracting Officer 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 Contracting Officer's approval.
- D. If, in the opinion of the Contracting Officer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve progress, including those that may be required by the Contracting Officer, without additional cost to the State. The Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, or amount of construction plant, and to submit for approval any supplemental schedule or schedules in chart form as the Contracting Officer 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 Contracting Officer 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 Contracting Officer'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.

2.03 SCHEDULE OF PRICES

- A. Furnish a schedule of prices per Contracting Officer.
- 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 Contracting Officer 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, in PDF format.
- H. Application Preparation: Complete every entry on 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 electronically 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, in PDF format, the signed original 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 Contracting Officer. 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, 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 copies of the previous day's reports to the Project Contact
- E. Daily Reports can be handwritten in the field.

PART 3 - EXECUTION (Not Used)

END OF SECTION

| | | | |
|---|--|-------------------------|-----------------------------------|
| STATE OF HAWAII, DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES DIVISION OF PUBLIC WORKS – CONSTRUCTION MANAGEMENT BRANCH DAILY PROGRESS REPORT | | REPORT NO.: | 001 |
| | | CONTRACT DAY: | 001 |
| | | DATE: | 03/14/2017 |
| PROJECT: | Waimano Ridge | | DAGS Job No.: |
| | Improvements to Buildings and Site | | 12-20-0000 |
| Contractor: | Enter General Contractor or Subcontractor Name | State Engineer: | |
| Certified by: | Enter name of person certifying the report information | State Inspector: | |
| Weather: | | Condition: | |
| WORK PERFORMED TODAY (by General Contractor or Subcontractor) | | | |
| Work location & description | | Number (Workers) | Trade/Labor Classification |
| | | | |
| | | | |
| | | | |
| 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 a reproduction 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: _____
JUD PROJ ID: _____

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 | _____ |
|--------------|-------|

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.01 SUBMITTAL LISTING

- A. Contractor shall use submittal register and transmittal forms as directed by the Contracting Officer.
- 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 Contracting Officer 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 Contracting Officer and the Design Consultant in MS Word or MS Excel or other format as accepted by the Contracting Officer

| 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 | Manufacture Guaranty or Warranty (Two years or greater) |
|---|--------------------------|---------|--|---|-------------|--------------|--|-----------|--------------|------------------------------|----------------------------------|------------------------------|--------------------------------|--------|----------------------|---|
| 01310 – Project Management and Coordination | | | | | | | | | | | ■ | | | ■ | | |
| 01320 – Construction Progress Documentation | | | | | | | | | | | ■ | | | ■ | | |
| 01330 – Submittal Procedures | | | | | | | | | | | | | | ■ | | |
| 01700 – Execution Requirements | | | | | | | | | | | | | | ■ | | |
| 01770 – Closeout Procedures | | | | | | | | | | | | | | | ■ | |
| 09681 – Carpet | ■ | ■ | | ■ | | | | | | | ■ | | | ■ | ■ | ■ |
| 09910 – Painting | | ■ | | ■ | ■ | | | | | | | | | | ■ | ■ |

END OF SECTION

SECTION 01700 - EXECUTION REQUIREMENTS

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section includes general procedural requirements governing execution of the Work including the following:
 - 1. Construction layout. Field engineering and surveying.
 - 2. General installation of products.
 - 3. Progress cleaning.
 - 4. Starting and adjusting.
 - 5. Protection of installed construction.
 - 6. 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 the Project Manager (Phone: 808-539-5991) – email: OPM@courts.hawaii.gov 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 Contact Person listed in SECTION 00800 - SPECIAL CONDITIONS and the Contracting Officer. Unless a longer notification period is required elsewhere in the Contract Documents, notify the Contracting Officer at least 7 days in advance of any interruption of existing utility service. Time and duration of interruptions are subject to the Contracting Officer's approval. Keep the utility interruptions and duration to a minimum so as not to cause inconvenience or hardship to the facility.
- C. Disruption of Air Conditioning Services: Coordinate and arrange work related to the temporary disconnection of the air conditioning system with the Contracting Officer. 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 and lasts 2 hours or more, 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.

1.05 QUALITY ASSURANCE

- A. Professional Engineer Qualifications: A professional engineer with a license to practice in Hawai'i.

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 Contracting Officer, and make any change in accordance with the Contracting Officer instruction.
- C. Obtain all field measurements required for the accurate fabrication and installation of the Work included in this Contract. Verify governing dimensions and examine adjoining work on which the Contractor or Subcontractor's work is in any way dependent. Submit differences discovered during the verification work to the Contracting Officer 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(s) 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.

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

3.03 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to existing conditions. If discrepancies are discovered, notify the Contracting Officer promptly.

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 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 more than 7 days unless approved otherwise by the Contracting Officer.
 - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
 - 1. Remove liquid spills promptly.
 - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.

- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use only cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. 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.

3.06 STARTING AND ADJUSTING

- A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- B. Adjust operating components for proper operation without binding. Adjust equipment for proper operation.
- C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

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. Operation and Maintenance Manuals.
 - 3. Warranties.
 - 4. Instruction for the State's personnel.

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. Arrange to deliver tools, spare parts, extra materials, and similar items to a location designated by the Contracting Officer. Label with manufacturer's name and model number where applicable.
 - 3. Complete startup testing of systems.
 - 4. Submit test, adjust, and balance records.
 - 5. Complete final cleaning requirements, including touch up painting.
 - 6. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
 - 7. Submit the O&M Manual(s) for review.

1.03 FINAL COMPLETION

- A. Preliminary Procedures: Within 10 days from the Project Acceptance Date, complete the following items in addition to requirements of GENERAL CONDITIONS Article 7 PROSECUTION AND PROGRESS:

1.06 WARRANTIES

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

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

3.01 DEMONSTRATION AND TRAINING

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

3.02 FINAL CLEANING

- A. General: Provide progressive final cleaning for each floor where work is performed prior to starting the next floor. In addition to requirements of Article 7 of the GENERAL CONDITIONS conduct cleaning and waste-removal operations to comply with local laws and ordinances and federal and local environmental and antipollution regulations.
- B. Cleaning: Complete the following cleaning operations before requesting final inspection for the Project.
 - 1. Clean Project site.
 - 2. Remove tools, construction equipment and surplus material from Project site.
 - 3. Leave Project clean and ready for occupancy.
- C. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the Judiciary's property. Do not discharge volatile, harmful, or dangerous materials into drainage and sewer systems or onto State property. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION

SECTION 09681 – CARPET TILE

PART 1- GENERAL

1.01 RELATED DOCUMENTS

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

1.02 DESCRIPTION OF WORK

A. This Section includes carpet tile and accessories.

1.03 SUBMITTALS

A. Manufacturer's Data

Submit, in PDF format, the manufacturer's specifications and installation instructions for carpet tile and related items specified.

B. Samples: For each of the following products and for each color and texture required. Label each sample with manufacturer's name, material description, color, pattern, and designation indicated on Drawings.

1. Carpet Tile: Three (3) each full size Samples.
2. Exposed Transition Stripping and Accessory: two (2) each, 12-inch minimum length.
3. Resilient Cove Base: two (2) each, 12-inch minimum length.

C. Layout Drawings: Show layout of each carpet type installation, at 1/8" scale.

D. Maintenance Data: For carpet tile include the following:

1. Maintenance Manual – submit manual of carpet manufacturer's recommendations for the general care, cleaning and maintenance of carpet tile products.

E. Manufacturer's Warranty: Furnish, in PDF format, the (10) ten-year minimum wear warranty to replace carpet tile that does not comply with requirements or that fails within specified warranty period. The manufacturer will furnish and install new replacement carpet meeting these specifications at no cost to the Judiciary.

F. Work Schedule: Submit schedule in PDF format, indicating date, time and location for Project

Contact's approval at least two weeks before any work is started.

1.04 QUALITY ASSURANCE

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

1.05 PROJECT CONDITIONS

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

1.06 EXTRA MATERIALS

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

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

PART 2- PRODUCTS

2.01 MANUFACTURERS

- A. Acceptable Manufacturer: Mohawk Group, 160 S. Industrial Blvd, Calhoun CA.;
Tel: 800.241.4494 Web Site: <http://www.mohawkgroup.com>
- B. Requests for substitutions will be considered in accordance with Product Requirements. See Part 2 – PRODUCTS,

2.02 ASBESTOS PROHIBITION:

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

2.03 CARPET MODULAR TILE SELECTIONS

- A. Hallways – “Basis of Design” – **Mohawk Group** - First One Up II Tile BT443, 848 Beginning.

2.04 CARPET MODULAR TILE SPECIFICATIONS

- A. Rooms: **Mohawk Group** - First One Up II Tile BT443, 848 Beginning is the “Basis of Design” and has the following characteristics. If plank tile (e.g. Mohawk Denim “Zip”) is selected these characteristics may vary.
 1. Construction: Tufted
 2. Surface Texture: Textured Patterned Loop
 3. Stitches per Inch: 10.0 (39.37 per 10 cm)
 4. Gauge: 1/12 (47.00 rows per 10 cm)
 5. Finished Pile Thickness: .088” (2.23 mm)
 6. Density: 9,000
 7. Weight Density: 198,000
 8. Fiber Type: Colorstrand® SD Nylon
 9. Face Weight: 22.0 oz. per sq. yd. (746 g/m²)
 10. Soil Release Technology: Sentry Soil Protection
 11. Yarn Weight: 22 oz. per Square Yard
 12. Dye Method: Solution Dyed
 13. Backing Material: EcoFlex ICT
 14. Product Type: Carpet Tile
 15. Size: 24"X 24" (.6096m x .6069m)

2.05 WARRANTY

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

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

2.06 CATIONIC STAIN RESISTANCE

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

2.07 PERFORMANCE

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

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

2.08 ADHESIVE/ACCESSORIES

- A. Pressure Sensitive Adhesive: Low VOC EnPress® Pressure Sensitive Adhesive carpet tile adhesive, as recommended by carpet manufacturer for direct glue down of carpet tiles; comply with CRI Green Label Plus Certification Program.
- B. Miscellaneous Materials: As recommended and approved in writing by manufacturer of carpet, and selected by Flooring Contractor to meet project circumstance and requirements.
- C. Leveling Compound: Latex type as recommended by carpet manufacturer; compatible with carpet adhesive and curling/sealing compound used on concrete.
- D. Non-Metallic Carpet Edge Guard: Extruded or molded heavy-duty vinyl or rubber carpet edge guard of size and profile indicated; minimum two (2) inch wide anchorage flange; colors selected by (Architect) (Designer) from manufacturer's standard range of colors.
- E. Protection Paper: Fortifiber Corporation "Seekure 892", or approved heavy, reinforced, non-staining Kraft laminated paper.

2.09 COMMERCIAL GRADE RESILIENT COVE BASE STRIPS

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

- A. Technical Data
 - 1. Style: Cove
 - 2. Nominal Base Height: 4"
 - 3. Nominal Base Length: 48" Sections
 - 4. Nominal Base Thickness: 0.080"
 - 5. Leed Credit: Qualifies
 - 6. ASTM F1861 – Resilient Wall Base: Type TV, Group 2, Style A & B
 - 7. ASTM E648 (NFPA 253) – Critical Radiant Flux: Class I, >0.45 W/cm²
 - 8. ASTM E662 (NFPA 258 – Smoke Density: Passes, <450
 - 9. ASTM E84 Flammability: Class B
 - 10. Acclimation Time: 48 Hours
 - 11. Storage & Acclimation Temperature: 65° - 85° F

- B. Approved Adhesives
 - 1. AW-510 Acrylic Wet-Set Adhesive
 - 2. WB-600 Acrylic Wall Base Adhesive
 - 3. C-630 Contact Adhesive

- C. Warranty
 - Provide a 2-year limited warranty for Vinyl wall base.

2.10 SUBMITTAL CHECKLIST

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

PART 3- EXECUTION

3.01 DEMOLITION

- A. The Contractor shall examine all work areas to verify existing conditions prior to proceeding with any work.

- B. If any condition that would prevent work is found, immediately notify the Project Contact and do not proceed until such conditions have been corrected.

- C. Completely and carefully remove existing carpeting in areas indicated to receive new carpet tiles. Clean the debris including tack strips if found and adhesive.

- D. Remove existing carpet, debris, rubbish and other materials from building site daily. Transport and legally dispose of materials off site.

3.02 PREPARATION

- A. Contractor shall take field measurements to determine the exact quantity of materials required for the project.

- B. The Judiciary will be responsible for removing and replacing furnishings with the exception of exiting work cubicles in the in the Court Specialist Offices 1 and 2.

- C. In order to remove the existing carpet and install new modular carpet in areas with existing work cubicles, the cubicles will need to be temporarily raised sufficient to accomplish the work. This process needs to be done in a precise manner in order to avoid any damage or miss-alignment of cubicle walls, work surfaces and accessories. Any damage or miss-alignment will be the responsibility of the contractor.

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

3.03 INSTALLATION

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

- G. Bevel cut resilient cove base at all interior and exterior corners.
- H. Cleanup- After installation is complete, clean up dirt and debris, remove excess adhesive, and clean carpet of spots with appropriate spot remover. Remove loose threads with sharp scissors, and vacuum clean. Leave the entire installation clean and in an approved condition.

3.04 CLEANING AND PROTECTION

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

3.05 TRAINING

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

END OF SECTION

SECTION 09910 – PAINTING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Interior painting and surface preparation.

1.02 REFERENCES

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

1.03 DEFINITIONS

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

1.04 SUBMITTALS

- A. Product Data: Provide a complete list of all products to be used, with the following information for each:
 - 1. Manufacturer's name, product name and/or catalog number, and general product category.
 - 2. Cross-reference to specified paint system(s) that the product is to be used in; include description of each system.

- B. 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.
- C. Samples: Submit three paper samples, 5 inches by 7 inches (127mm x 178mm) in size, illustrating selected colors for each color and system selected with specified coats cascaded.
- D. Manufacturer's Instructions: Indicate special surface preparation procedures.
- E. Maintenance Data: Submit data on cleaning, touch-up, and repair of painted and coated surfaces.
- F. At project closeout, provide the color mixture name and code to the Owner or owner's representative for accurate future color matching.

1.05 QUALITY ASSURANCE

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

1.06 DELIVERY, STORAGE, AND HANDLING

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

1.07 PROJECT CONDITIONS

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

1.08 WARRANTY

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

PART 2 PRODUCTS

2.01 MANUFACTURERS

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

2.02 MATERIALS - GENERAL

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

2.03 MIXING AND TINTING

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

2.04 INTERIOR PAINT SYSTEMS

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

PART 3 EXECUTION

3.01 EXAMINATION

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

3.02 PREPARATION - GENERAL

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

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

3.03 SURFACE PREPARATION

- A. Concrete and Concrete Masonry: Remove wall coverings and clean surfaces free of loose particles, sand, efflorescence, laitance, form oil, curing compounds, and other substances which could impair coating performance or appearance.
- B. Existing Coatings:
 - 1. Remove surface irregularities by scraping or sanding to produce uniform substrate for coating application; apply one coat primer if recommended by coating manufacturer for maximum coating adhesion.

3.04 APPLICATION - GENERAL

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

3.05 CLEANING

- A. Clean excess coating materials, and coating materials deposited on surfaces not indicated to receive coatings, as construction activities of this section progress; do not allow to dry. Re-install hardware, electrical equipment plates, mechanical grilles and louvers, lighting fixture trim, and other items that have been removed to protect from contact with coatings.

- B. Reconnect equipment adjacent to surfaces indicated to receive coatings.
- C. Relocate to original position equipment and fixtures that have been moved to allow application of coatings.
- D. Remove protective materials.

3.06 PROTECTION AND REPAIR

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

END OF SECTION

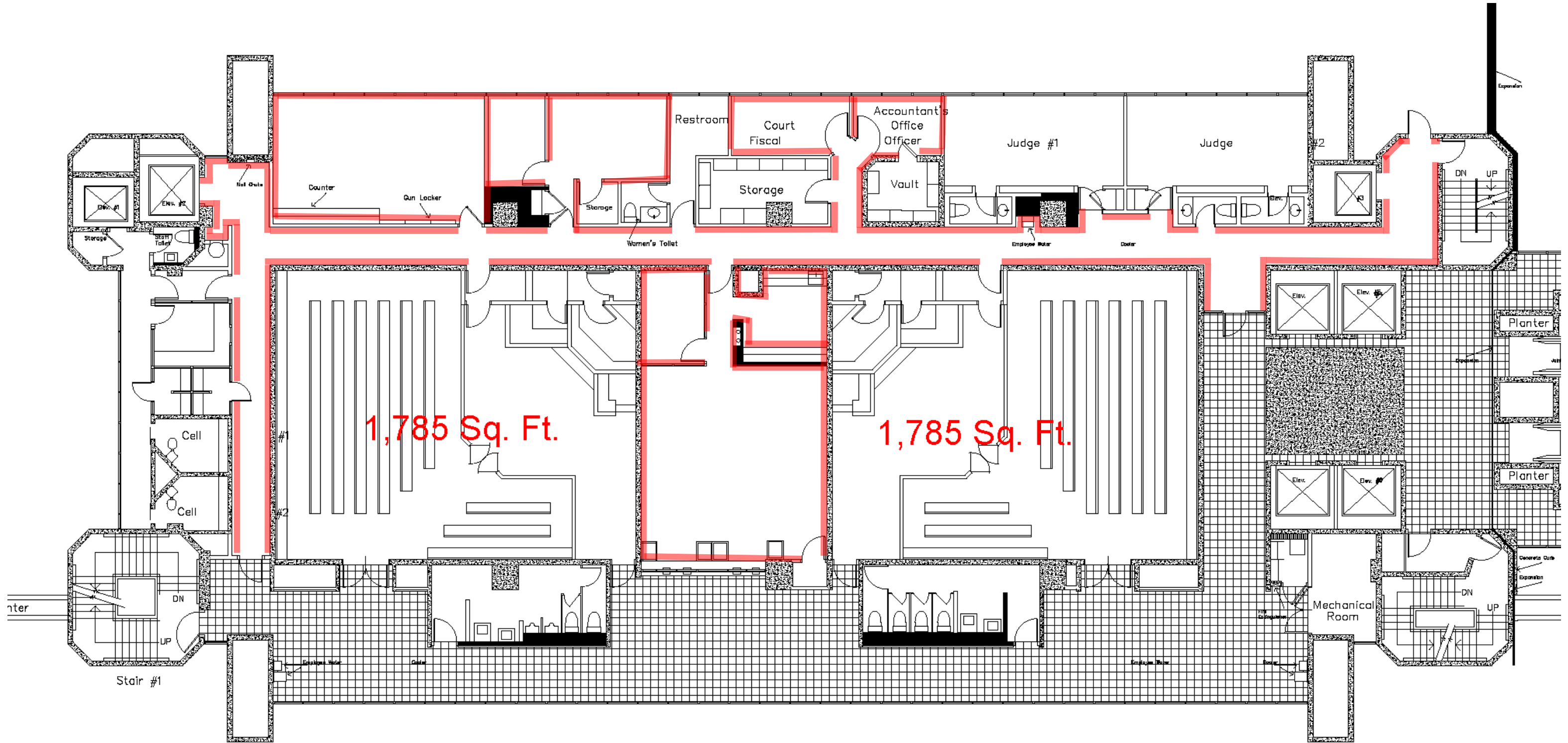
**KAUIKEAOULI HALE
CARPETING AND PAINTING
OF NON-PUBLIC AREAS
JUD-OPM 26-2-0100**

**DRAWING SET CP-B
BASE BID DIAGRAMS**

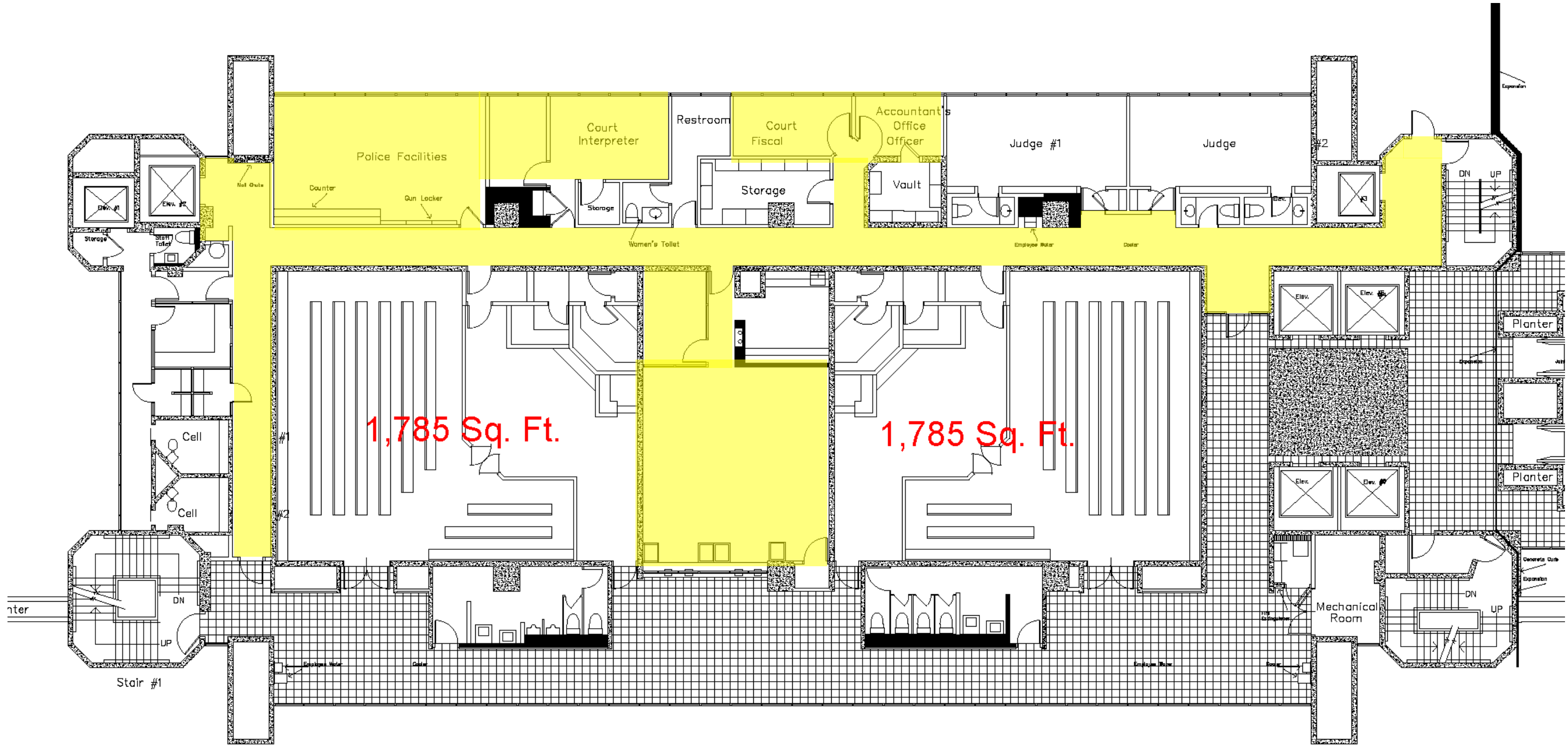
NOT TO SCALE
VERIFY IN FIELD ALL CONDITIONS AND MEASUREMENTS

Kauikaouli Hale Fourth Floor

WALLCOVERING REMOVAL AND
PAINTING SCOPE

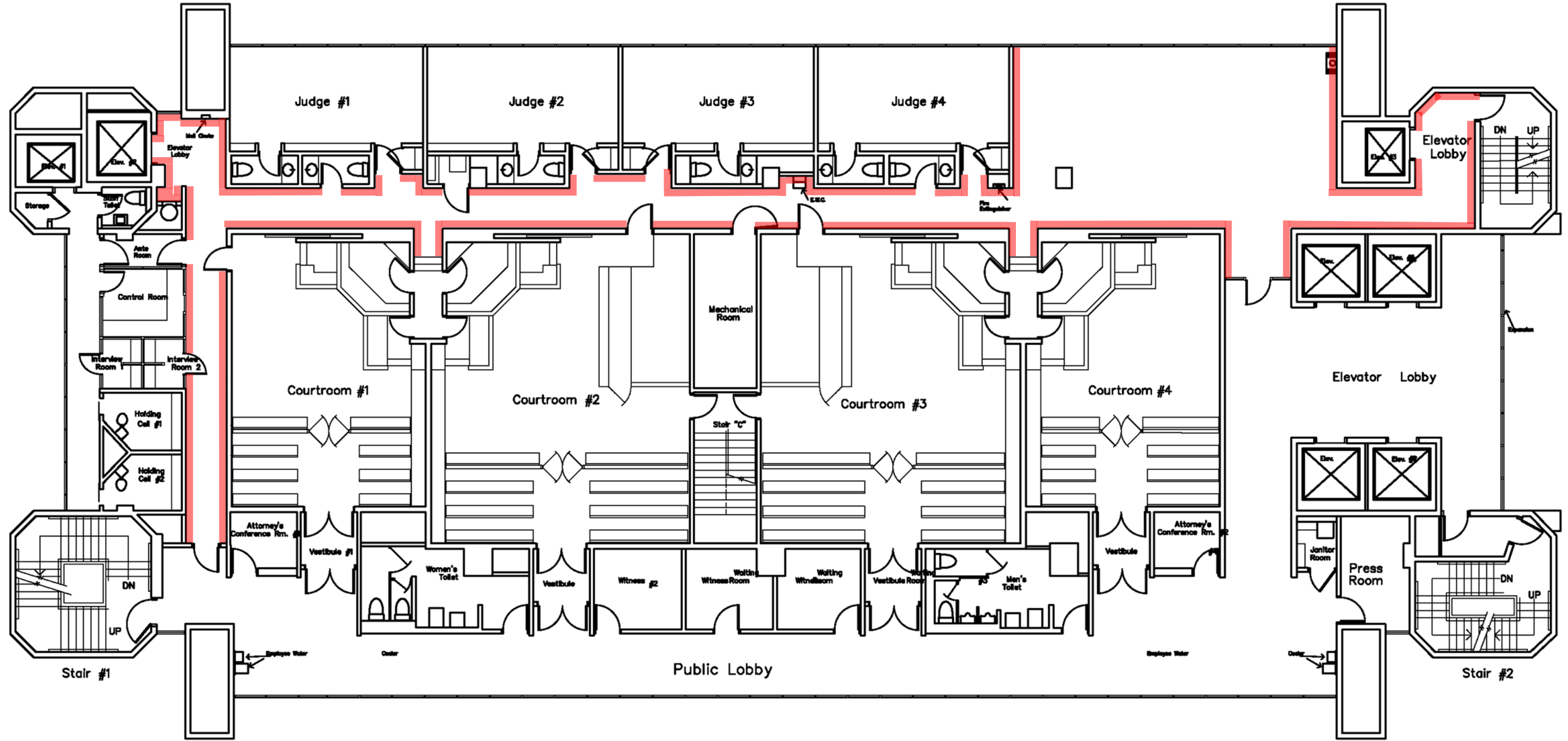


Kauikeaouli Hale Fourth Floor

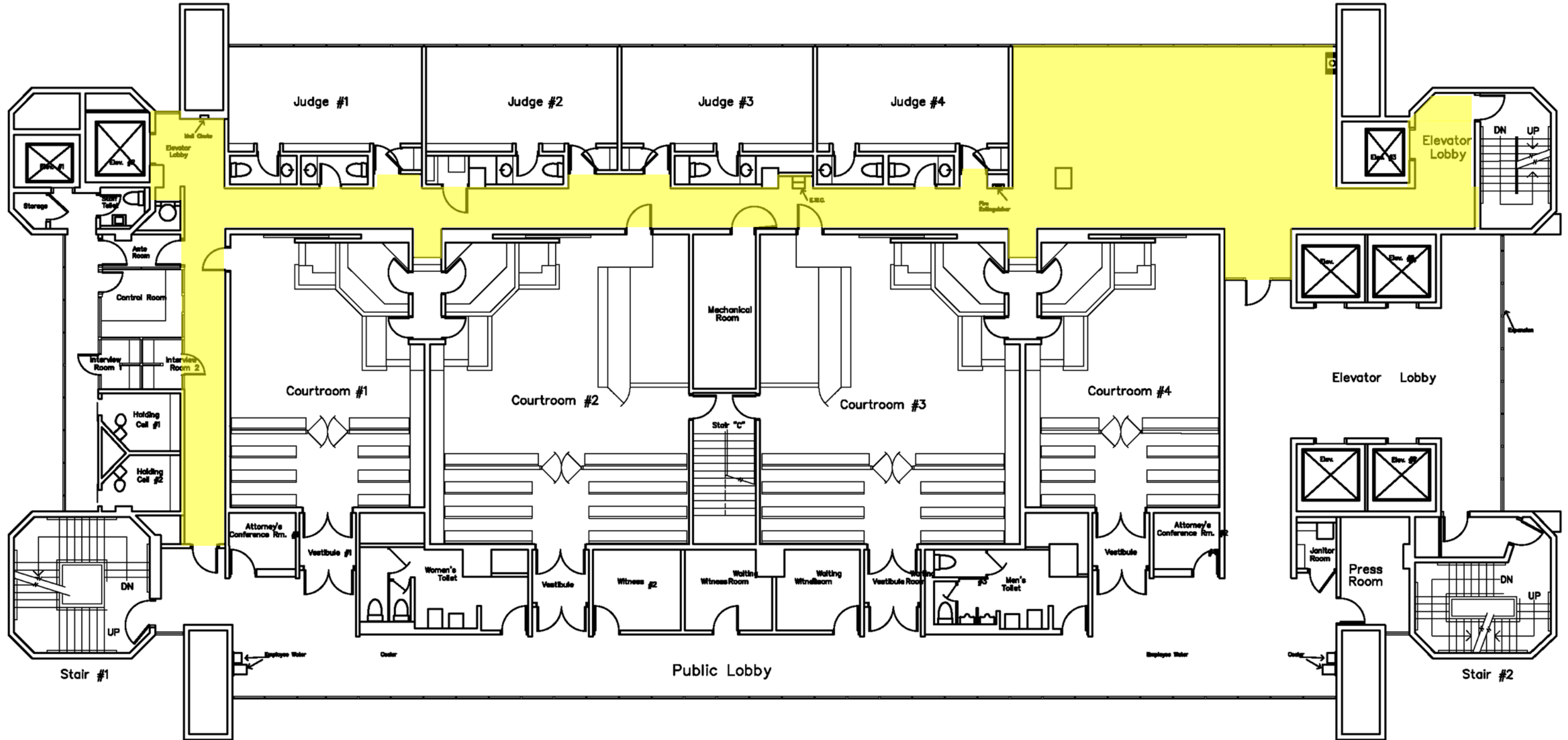


Kauikeaouli Hale Seventh Floor

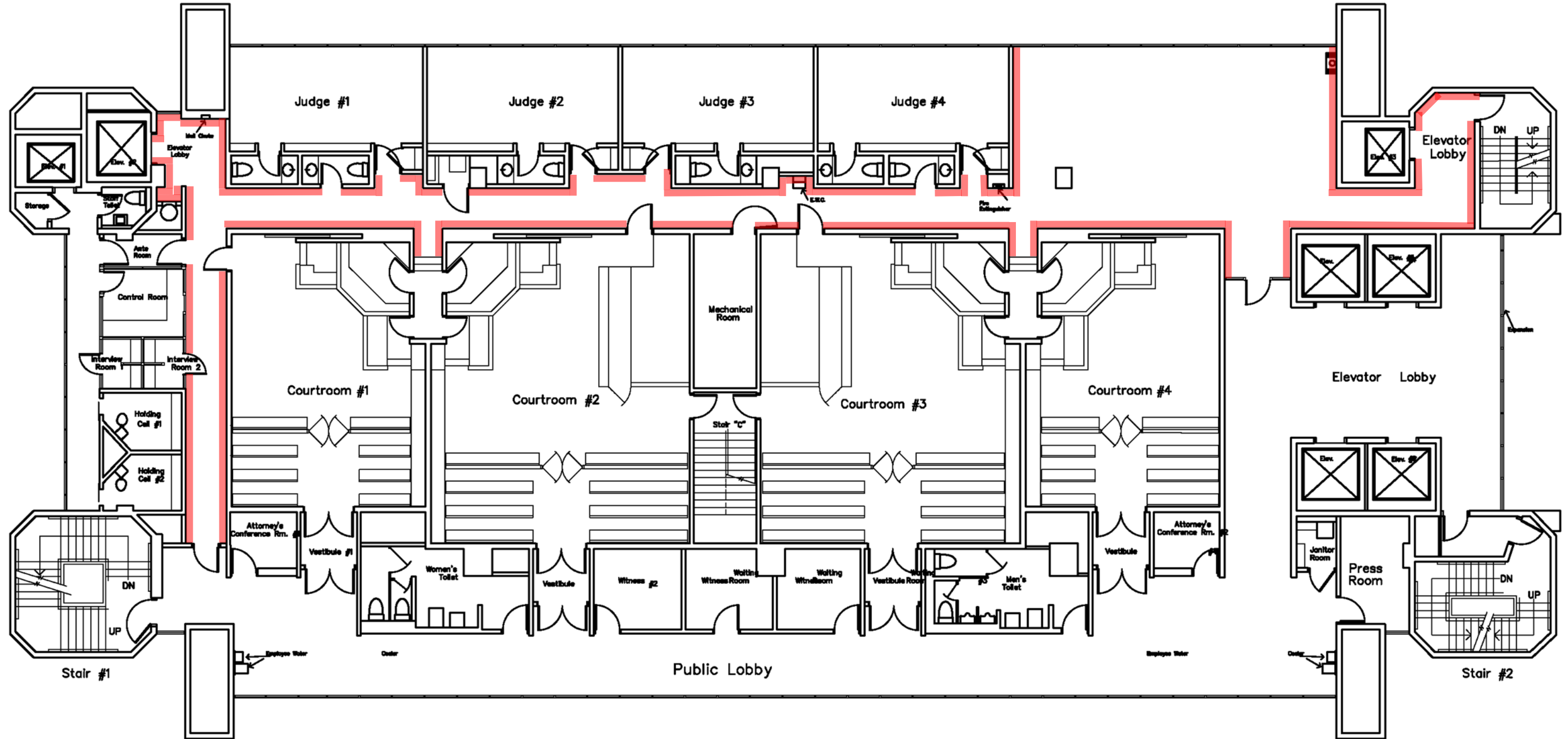
WALLCOVERING REMOVAL AND
PAINTING SCOPE



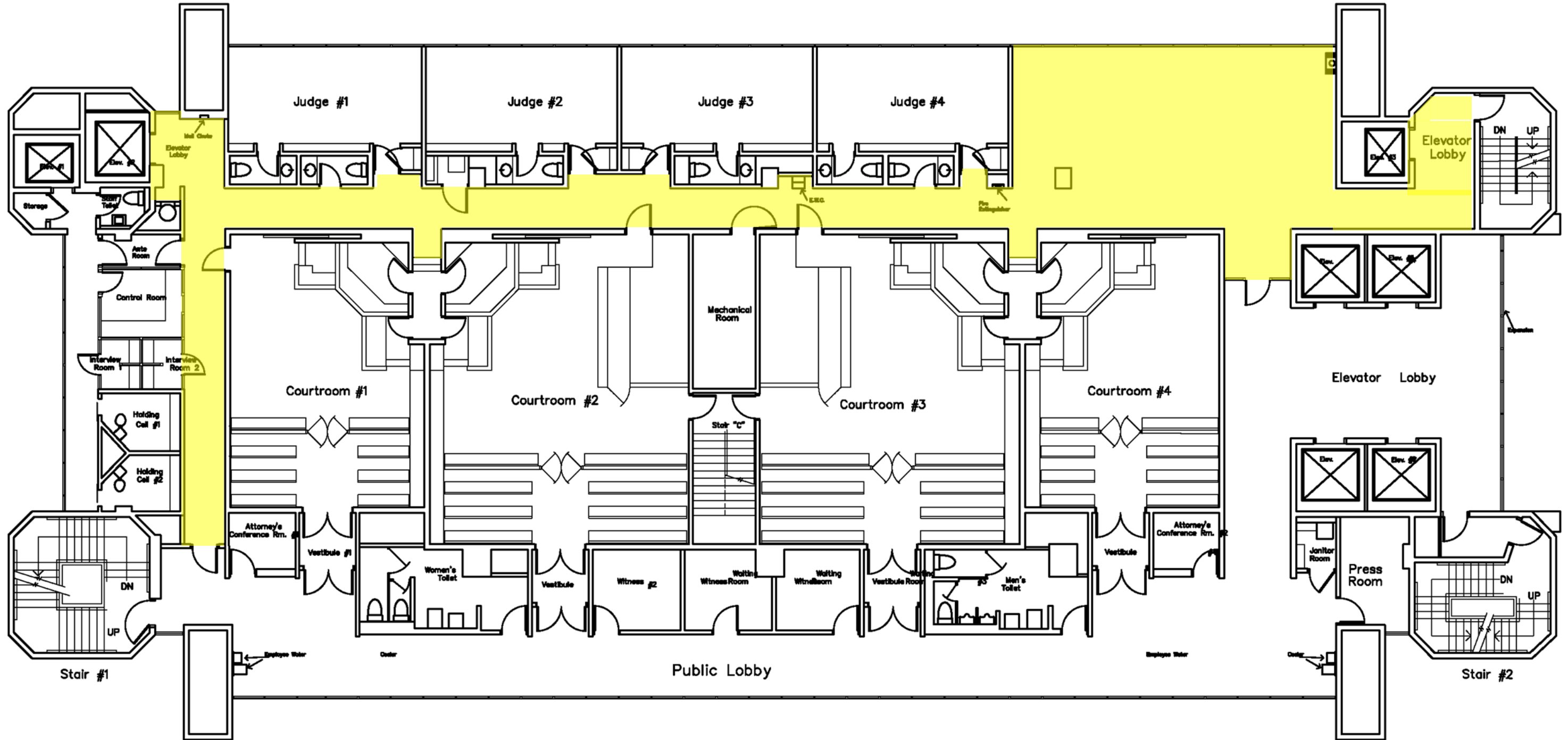
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Kauikeaouli Hale Eighth Floor

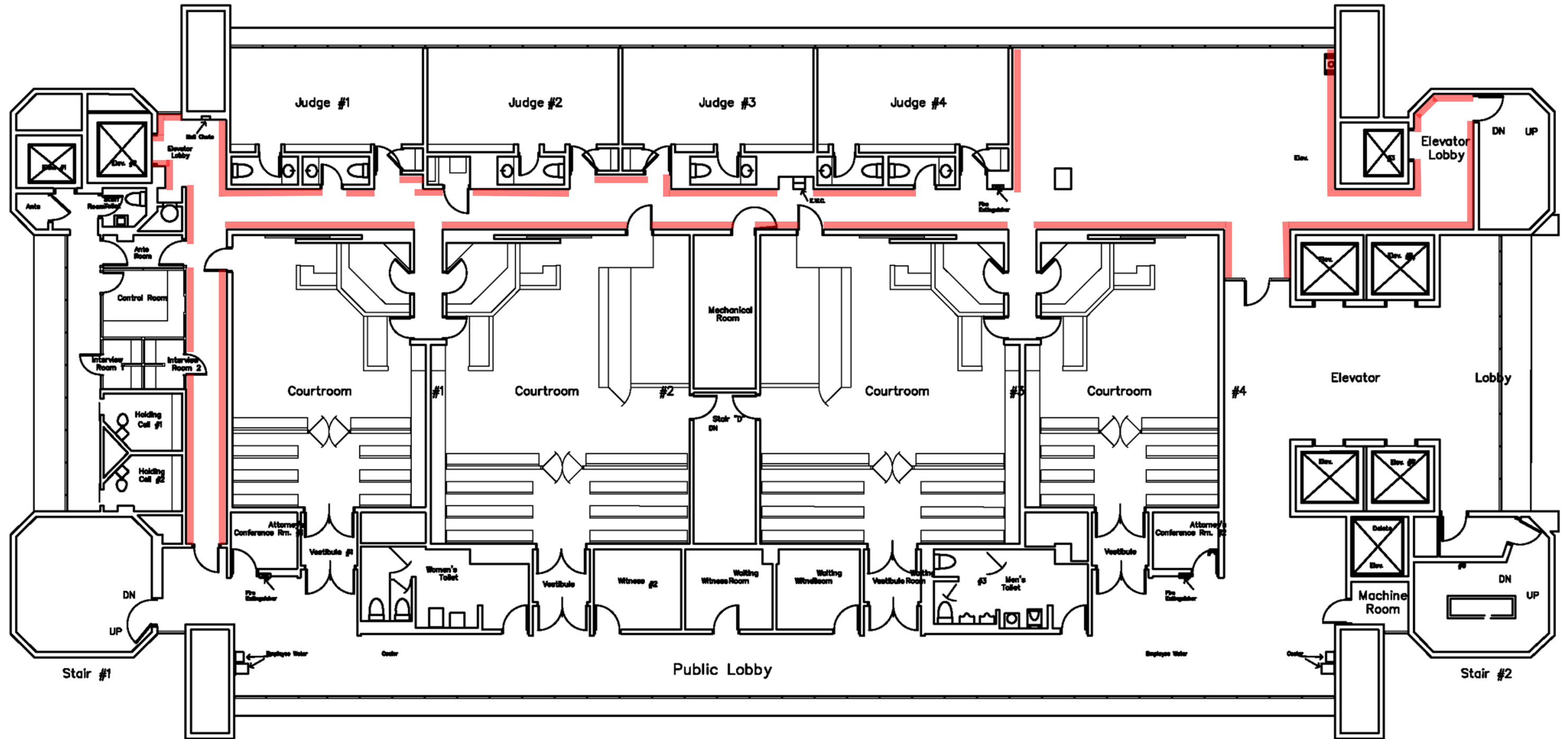


Kauikeaouli Hale Eighth Floor



Kauikeaouli Hale Tenth Floor

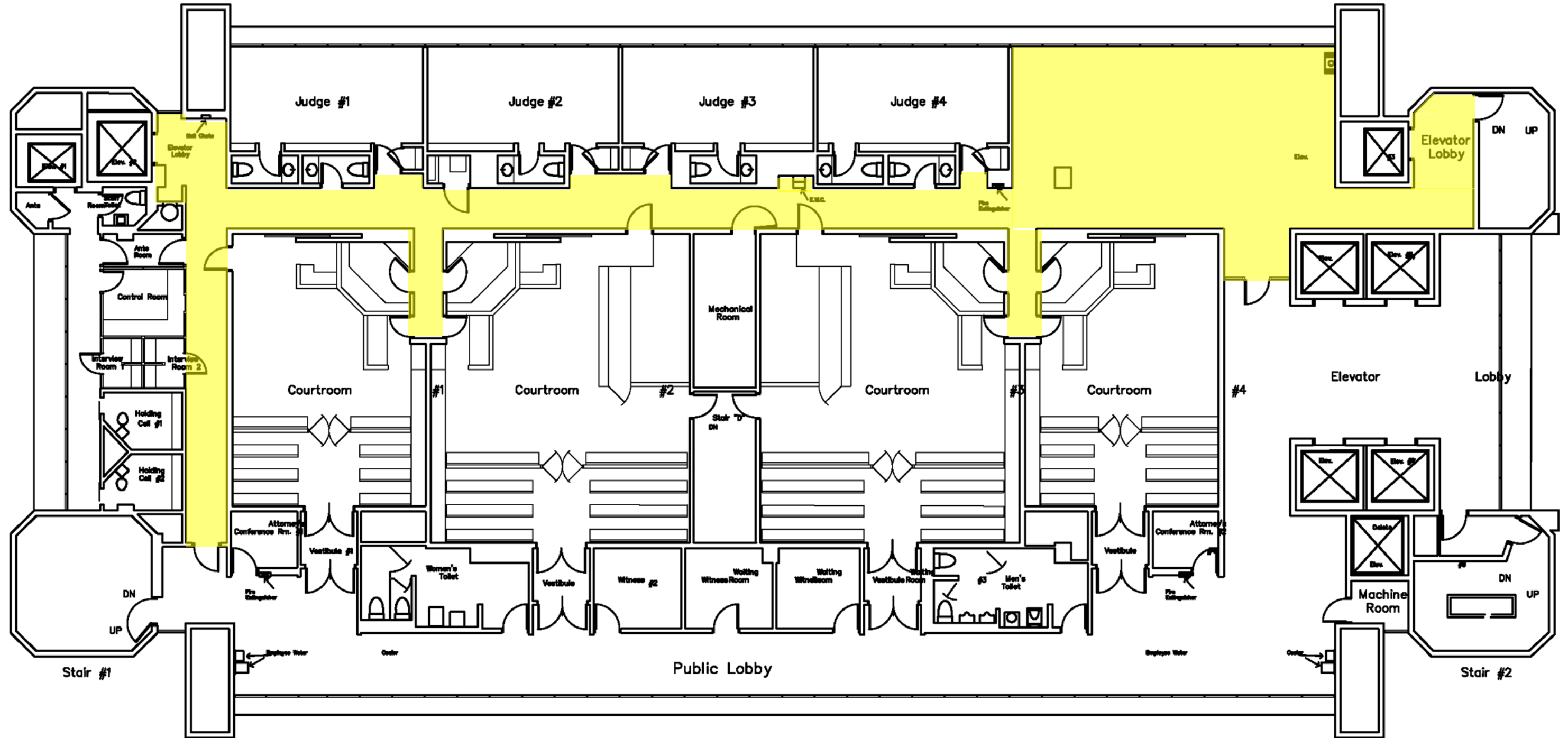
WALLCOVERING REMOVAL AND
PAINTING SCOPE



JUD-OPM 26-2-0100
DRAWING SET CP-B
BASE BID DIAGRAMS
NOT TO SCALE
VERIFY IN FIELD ALL CONDITIONS AND MEASUREMENTS

Kauikeaouli Hale Tenth Floor

CARPETING SCOPE



**KAUIKEAOULI HALE
CARPETING AND PAINTING
OF NON-PUBLIC AREAS
JUD-OPM 26-2-0100**

**DRAWING SET CP-1
ALTERNATE ADDITIVE NO.1 DIAGRAMS**

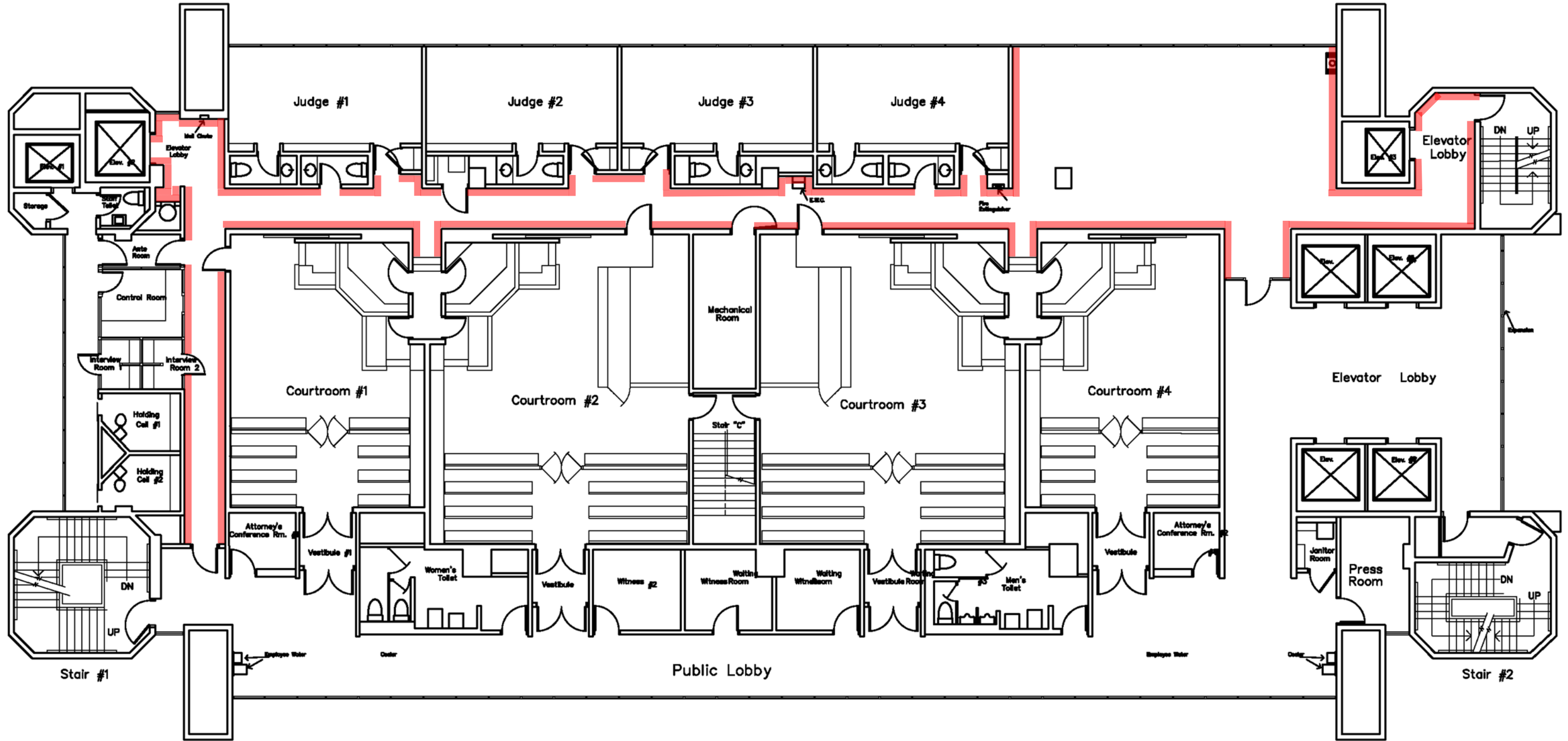
NOT TO SCALE
VERIFY IN FIELD ALL CONDITIONS AND
MEASUREMENTS

JUD-OPM 26-2-0100
DRAWING SET CP-1
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VERIFY IN FIELD ALL CONDITIONS AND MEASUREMENTS

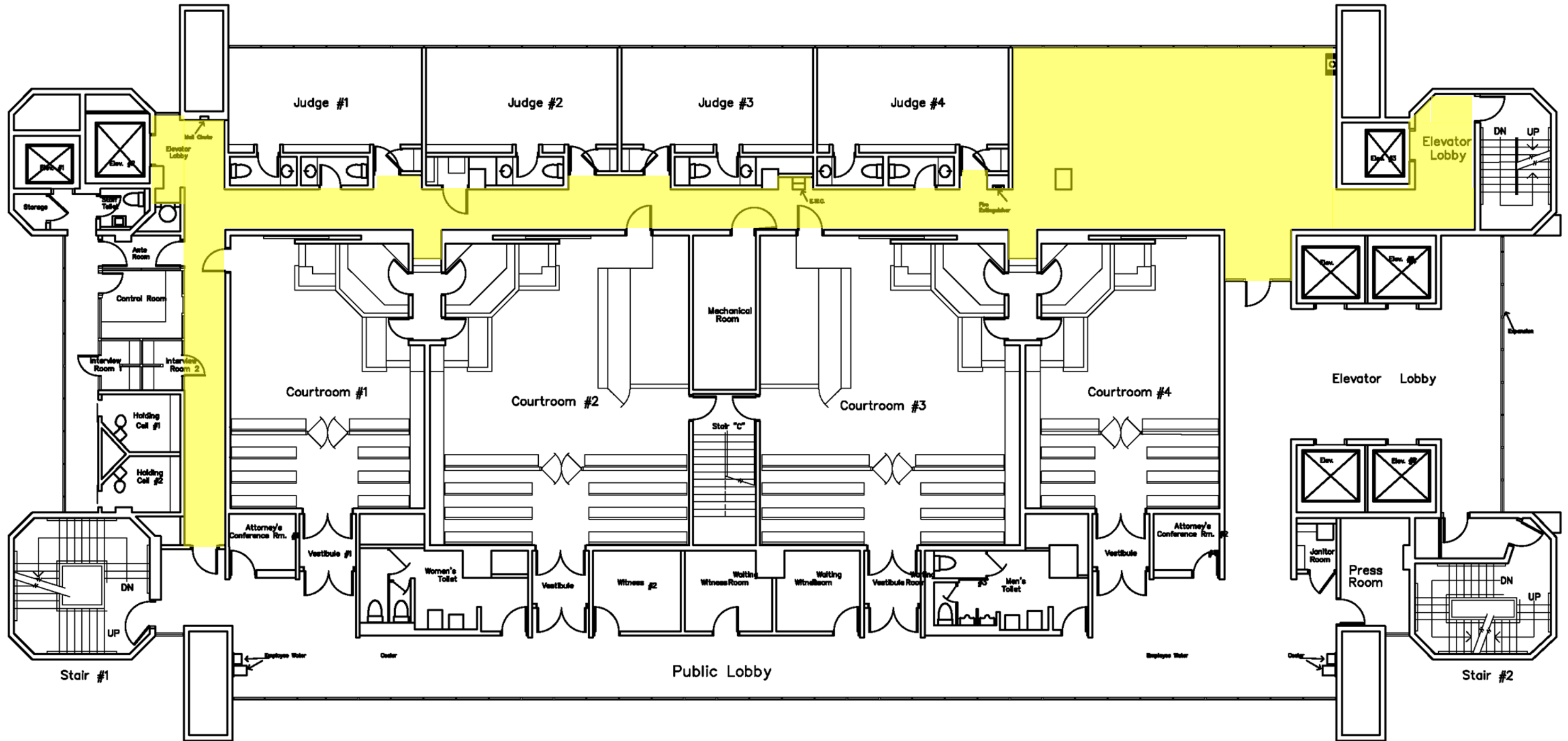
WALLCOVERING REMOVAL AND
PAINTING SCOPE

Kauikeaouli Hale

Fifth Floor



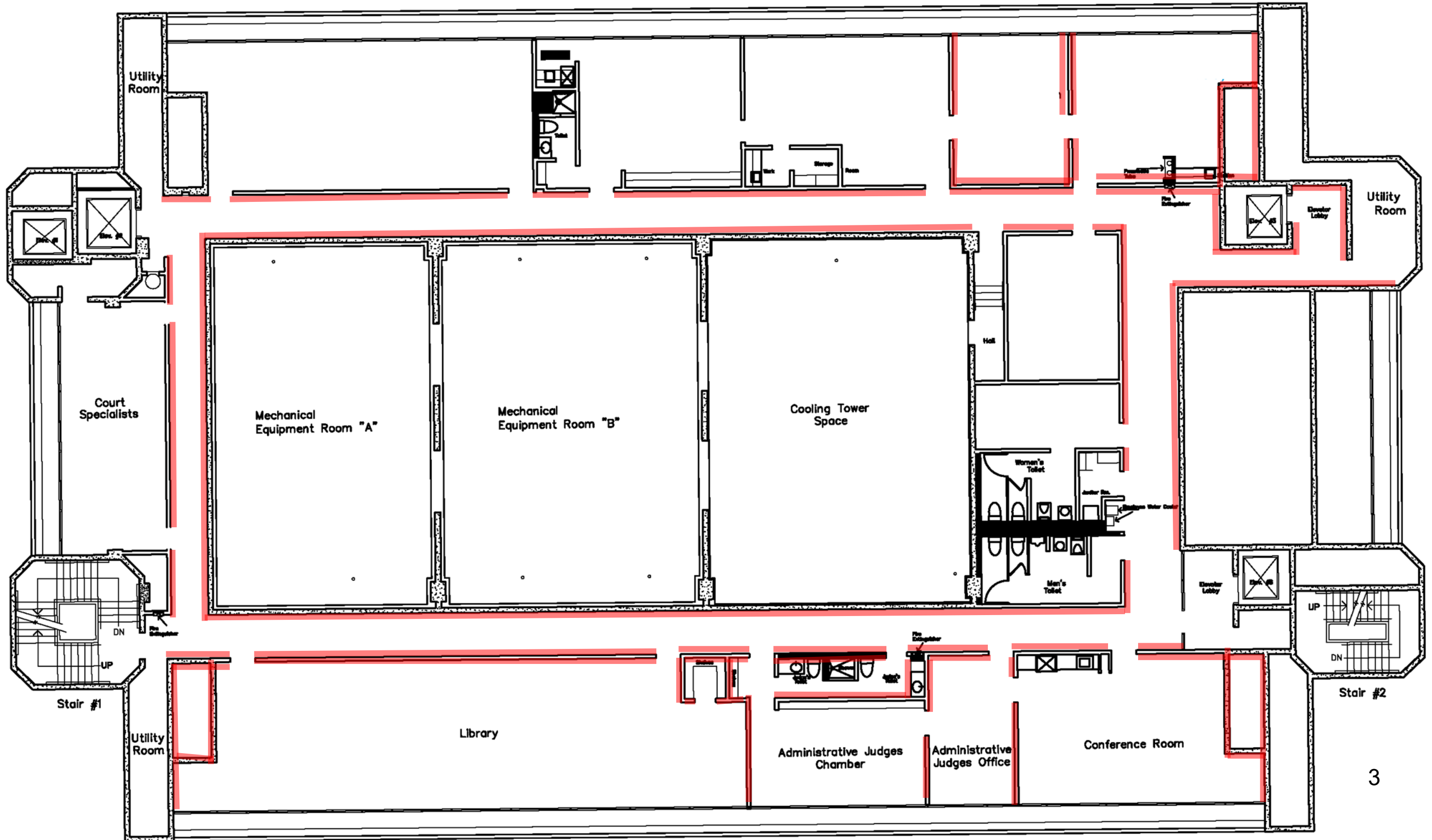
Kauikeaouli Hale Fifth Floor



Kauikeaouli Hale Eleventh Floor

WALLCOVERING REMOVAL AND
PAINTING SCOPE

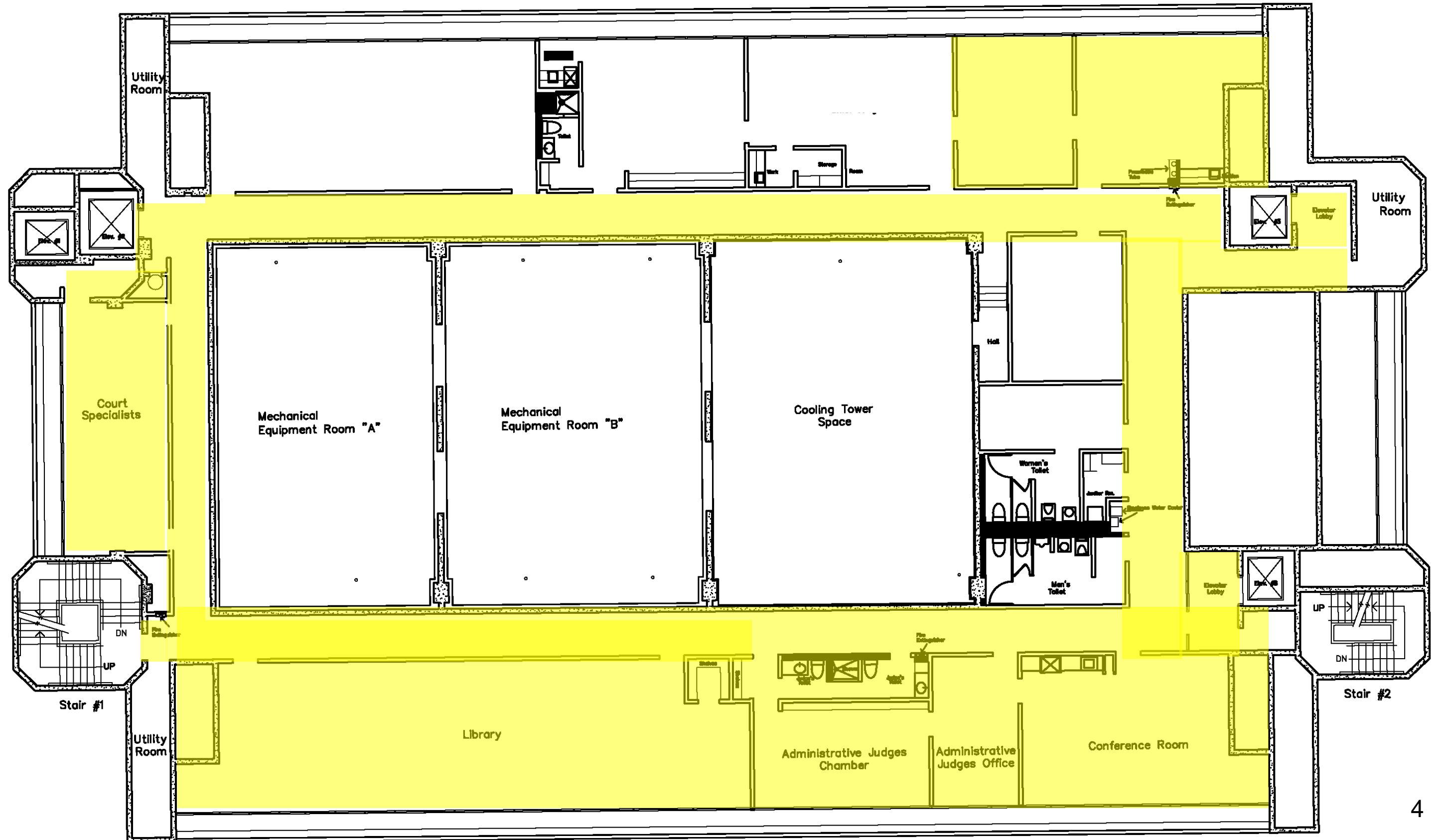
JUD-OPM 26-2-0100
DRAWING SET CP-1
ALTERNATE NO. 1 DIAGRAMS
NOT TO SCALE
VERIFY IN FIELD ALL CONDITIONS AND MEASUREMENTS



JUD-OPM 26-2-0100
DRAWING SET CP-1
ALTERNATE NO. 1 DIAGRAMS
NOT TO SCALE
VERIFY IN FIELD ALL CONDITIONS AND MEASUREMENTS

Kauikeaouli Hale Eleventh Floor

CARPETING SCOPE





EnvironMETeo Services, Inc.
Environmental / Industrial Health & Safety

Asbestos, Lead Paint, PCB Ballast and Mercury Lamp Survey Report

For:

**AMA Architects, Inc.
1150 South King Street, 8th Floor
Honolulu, Hawaii 96814**

Facility Surveyed:
Kauikeaouli Hale
1111 Alakea Street
Honolulu, Hawaii 96813

Project:

**Judiciary Condition Assessment
Kauikeaouli Hale**

Conducted by:

**EnvironMETeo Services, Inc. (EMET)
94-520 Uke'e Street, Suite A
Waipahu, Hawaii 96797**

Date of Report: March 12, 2018

EMET ID: 1511498



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Certification of Report

We certify that this report is based on a physical survey of EMET scope of work areas, as impacted by this project, at Kauikeaouli Hale, located at 1111 Alakea Street, Honolulu, Hawaii. The survey included an inspection for asbestos-containing materials (ACM), lead paint on surfaces/building components, PCB-containing fluorescent light ballasts and mercury-containing fluorescent light lamps.

The survey was conducted by EnvironMETeo Services, Inc.(EMET) on November 20, 21, 22, 27, 28, 29, 30, December 1 and 6, 2017 and was limited to the following scope of work:

Asbestos/Lead Paint/PCB Ballast/Mercury Lamp Investigation

1. Inspection, evaluation and sample collection of suspect asbestos-containing materials by EPA-accredited inspectors in accordance with H.A.R. 11-501 from the following:

Kauikeaouli Hale

- Interior and Exterior including roof.
2. Lead paint inspection by EPA-accredited inspectors from the areas indicated in item 1.
 3. Visual inspection of approximately ten percent (10%) of each type of typical fluorescent light fixtures for PCB-containing ballasts and mercury-containing lamps from the areas indicated in item 1.

The survey results are based on analyses of samples of suspect materials collected from visually and physically accessible areas/materials.

Bulk samples of suspect asbestos-containing materials taken during the survey were analyzed for asbestos content by a National Institute of Standards and Technology (NIST)-accredited laboratory under the National Voluntary Laboratory Accreditation Program (NVLAP) for asbestos fiber analysis. Laboratory analyses performed by Polarized Light Microscopy (PLM) for asbestos identification are in accordance with U.S. Environmental Protection Agency (EPA) Test Method 600/R-93/116.

Painted surfaces were tested for lead concentrations using an X-Ray Fluorescence (XRF) spectrum analyzer, a testing methodology approved by the EPA and the U.S. Department of Housing and Urban Development (HUD).

Approximately ten percent {10%} of each type of typical light fixtures was visually inspected on site by an inspector to determine if the ballasts contained PCBs and if the lamps contain Mercury.

EMET makes no warranty and assumes no liability for the inappropriate use or misuse of this document.



Peter Pascal III

Asbestos Building Inspector

Hawaii State Certification# HIASB-0584

Lead Based Paint Risk Assessor

Hawaii Lead Certificate# PB-0670



Summary

EnvironMETeo Services, Inc. (EMET) conducted a survey for asbestos-containing materials (ACM), lead paint on surfaces/building components, PCB-containing fluorescent light ballasts and mercury-containing fluorescent light lamps at Kauikeaouli Hale, located at 1111 Alakea Street, Honolulu, Hawaii, on November 20, 21, 22, 27, 28, 29, 30, December 1 and 6, 2017. The survey was conducted by Peter Pascal 111, Andrew Uyeda, Joseph Iopa 111, Jayson Wu, Bronson Groendyke, and Nickolas Alao of EMET in accordance with Hawaii Administrative Rules (H.A.R) 11-501 as well as EMET's scope of work.

The survey was requested and authorized by Herb Leong of AMA Architects, Inc. and performed in preparation for planned renovations.

This report is for informational purposes only and should only be used as such. This report is not a specification and should not be used as such.

The following suspect materials were identified as ACM or are assumed to be ACM during this survey:

1st Floor ACM

| | |
|---|--|
| black mastic beneath 12" x 12" beige w/gray specks vinyl floor tile (VFT) | 1" black threshold w/ black mastic |
| brown w/beige specks sheet vinyl flooring w/ beige mastic | black mastic beneath 12" x 12" yellow speckled VFT |
| black sink insulation | waterproofing* |

2nd Floor ACM

| | |
|--|-----------------------|
| black mastic beneath 12" x 12" beige w/gray specks VFT | black sink insulation |
| brown w/beige specks sheet vinyl flooring w/ yellow mastic | waterproofing* |

3rd Floor ACM

| | |
|---|---|
| black mastic beneath 12" x 12" beige w/white specks VFT | black mastic beneath 12" x 12" beige w/tan specks VFT |
| black sink insulation | waterproofing* |

4th Floor ACM

| | |
|---|---|
| black mastic beneath 12" x 12" beige w/white specks VFT | black mastic beneath 12" x 12" beige w/tan specks VFT |
| brown w/yellow specks sheet vinyl flooring w/ yellow mastic | beige sink insulation |
| black sink insulation | waterproofing* |

5th Floor ACM

| | |
|---|---|
| black mastic beneath 12" x 12" beige w/grav stripes VFT | brown w/ yellow specks sheet vinyl flooring w/ beige mastic |
| waterproofing* | |

6th Floor ACM

| | |
|--|-----------------------|
| black mastic beneath 12" x 12" beige w/grav specks VFT | beige sink insulation |
| waterproofing* | |

7th Floor ACM

| | |
|---|---|
| black mastic beneath 12" x 12" beige w/gray streaks VFT | brown w/yellow specks sheet vinyl flooring w/beige mastic |
| waterproofing* | |

8th Floor ACM

| | |
|--|---|
| black mastic beneath 12" x 12" beige w/gray specks VFT | brown w/yellow specks sheet vinyl flooring w/beige mastic |
| waterproofing* | |

9th Floor ACM

| | |
|--|----------------|
| black mastic beneath 12" x 12" beige w/qrav specks VFT | waterproofing* |
|--|----------------|

10th Floor ACM

| | |
|--|--|
| black mastic beneath 12" x 12" beige w/qrav specks VFT | yellow w/brown specks sheet vinyl flooring w/ beige mastic |
| waterproofing* | |

11th Floor ACM

| | |
|---|-----------------------|
| brown stone pattern sheet vinyl flooring w/ yellow mastic | black sink insulation |
| black caulking at cooling tower seams | |

Plaza Level ACM

| | |
|---|--|
| black mastic beneath 12" x 12" green w/green specks VFT black mastic beneath 12" x 12" gray w/gray specks VFT brown w/yellow specks sheet vinyl flooring w/ yellow mastic | black mastic beneath 12" x 12" beige w/grey specks VFT black mastic beneath 1" gray threshold |
|---|--|

Second Basement Level ACM

| | |
|---|--|
| black mastic beneath 12" x 12" beige w/tan specks VFT | |
|---|--|

* The waterproofing material is presumed to exist beneath ceramic floor tiles. The area under the ceramic floor tiles could not be accessed without causing significant damage to the ceramic floor tiles. The waterproofing is assumed ACM.

EMET was not allowed to sample roofing materials to preserve the manufacturer's warranty for the roof system. All materials on the various roofs are assumed to be ACM until tested properly and proven otherwise.

Lead-based paint was found on the following surfaces:

- **white concrete parking lines** at 1st Floor Loading dock
- **light orange concrete parking lines** at Second Basement Level

Some painted surfaces/building components tested have been confirmed to contain lead in concentrations of less than 1.0 mg/cm² - the paint on these surfaces is considered to be lead-containing paint (LCP).

Some painted surfaces tested may have paint with lead at concentrations below the instrument level of detection (0.01 mg/cm²).

Approximately 10% of each type of typical light fixture was inspected for the presence of PCB-containing ballasts and mercury-containing lamps. The visually inspected fluorescent light ballasts were observed to have "No PCB" labeling.

The visually inspected 2' x 2' U-shaped fluorescent light fixtures were observed to not have green tabs or labeling and are considered to have a mercury content in excess of the hazardous waste threshold of 0.2 mg/L by Toxicity Characteristic Leaching Procedure (TCLP) test. The remaining visually inspected fluorescent light fixtures had lamps with green markings to indicate mercury content in an amount below the hazardous waste threshold.

Asbestos-Containing Material

The State of Hawaii, OSHA and EPA define ACM as any material containing more than one percent (>1%) asbestos by area. This definition can be found in the following regulations:

- HAR, Title 11, Department of Health, Chapter 501 (11-501),
Asbestos Requirements

- 29 CFR 1926.1101 Occupational Safety and Health Administration (OSHA), Construction Industry Asbestos Standard
- EPA 40 CFR Part 61, Subpart M - National Emission Standards for Hazardous Air Pollutants (NESHAP), revised July 1, 1990, Asbestos NESHAP Revision Final Rule.

Asbestos Bulk Sampling

A total of 1262 samples of suspect ACM were collected and analyzed. The samples were placed in plastic containers with a unique identification number assigned to each sample and entered on a field data sheet. The sample locations were indicated on the field drawings shown in Appendix B.

Samples were collected of the following observed suspect asbestos-containing material:

1st Floor Suspect ACM Visually Observed

| | |
|---|--|
| 12" x 12" beige w/gray specks VFT | black mastic beneath 12" x 12" beige w/gray specks VFT |
| yellow carpet adhesive | 1" black threshold |
| black mastic beneath 1" black threshold | 4" black covebase |
| brown adhesive beneath 4" black covebase | brown ceramic flooring grout |
| white ceramic tile wall grout | clear carpet adhesive |
| 4" brown covebase | beige adhesive beneath 4" brown covebase |
| brown w/beige specks sheet vinyl flooring | beige mastic beneath brown w/beige specks sheet vinyl flooring |
| 12" x 12" yellow speckled VFT | black mastic beneath 12" x 12" yellow speckled VFT |

| | |
|---|---|
| gypsum wallboard/mudjoint wall and ceiling svstem | 2' x 2' gray rough pattern ceiling tile |
| 2' x 2' white pinhole acoustical ceiling tile | gray caulking at door frame |
| brown caulking at door frame | brown caulking at window frame |
| white caulking at plumbing fixtures | black sink insulation |
| off-white sink insulation | 4" o. d. white wrap w/yellow insulation TSI |
| 6" o. d. white wrap w/yellow insulation TSI | 8" o. d. white wrap w/yellow insulation TSI |
| black vibration cloth material | off-white acoustical ceiling material |
| 12" x 12" off-white w/brown streaks VFT | yellow adhesive beneath 12" x 12" off-white w/brown streaks VFT |
| 1" brown threshold | clear adhesive beneath 1" brown threshold |
| brown caulking ac ducts | waterproofing* |

2nd Floor Suspect ACM Visually Observed

| | |
|--|--|
| 12" x 12" beige w/gray specks VFT | black mastic beneath 12" x 12" beige w/gray specks VFT |
| yellow carpet adhesive | 4" black covebase |
| brown adhesive beneath 4" black covebase | brown ceramic tile flooring grout |
| white ceramic tile wall grout | gypsum wallboard/mudjoint wall and ceiling system |
| 2' x 2' gray rough pattern ceiling tile | 1' x 1' gray fissured acoustical ceiling tile |
| brown caulking at door frame | brown caulking at window frame |
| white caulking at plumbing fixture | black sink insulation |
| beige ceramic tile flooring grout | 4" brown covebase |
| beige adhesive beneath 4" brown covebase | brown adhesive beneath 4" brown covebase |
| 2' x 2' white pinhole acoustical ceiling tile | 24"x24 beige w/brown and white specks VFT |
| clear adhesive beneath 24"x24 beige w/brown and white specks VFT | 1" brown threshold |
| yellow adhesive beneath 1" brown threshold | beige expansion joint material |

| | |
|---|--|
| gray sink insulation | off-white acoustical wall and ceiling material |
| 6" o. d. white wrap w/yellow insulation TSI | 8" o. d. white wrap w/yellow insulation TSI |
| 12" o. d. white wrap w/yellow insulation TSI | brown w/beige specks sheet vinyl flooring |
| yellow mastic beneath brown w/beige specks sheet vinyl flooring | brown caulking at duct seams |
| waterproofing* | |

3rd Floor Suspect ACM Visually Observed

| | |
|--|---|
| yellow carpet adhesive | 12" x 12" beige w/white specks VFT |
| black mastic beneath 12" x 12" beige w/white specks VFT | 12" x 12" beige w/tan specks VFT |
| black mastic beneath 12" x 12" beige w/tan specks VFT | white leveling compound |
| 1" black threshold | 4" black covebase |
| brown adhesive beneath 4" black covebase | gypsum wallboard/mudjoint wall and ceiling system |
| 2' x 2' gray rough pattern ceiling tile | black sink insulation |
| brown caulking at door frame | brown caulking at window frame |
| white caulking at plumbing fixture | 12" x 12" tan w/tan specks VFT |
| yellow adhesive beneath 12" x 12" tan w/tan specks VFT | 6" o. d. white wrap w/yellow insulation TSI |
| 10" o. d. white wrap w/yellow insulation TSI | black vibration cloth material |
| white acoustical ceiling material | white ceramic tile wall grout |
| gray ceramic tile floor grout | brown ceramic tile floor grout |
| 1' x 1' off-white fissured pinhole acoustical ceiling tile | 12" x 12" beige w/beige specks VFT |
| yellow adhesive beneath 12" x 12" beige w/beige specks VFT | 4" gray covebase |
| brown adhesive beneath 4" gray covebase | black expansion joint |
| 4" o. d. white wrap w/yellow insulation TSI | brown caulking at ducts |
| gray expansion joint material | gray caulking at door frame |

| | |
|-------------------|--|
| 4" brown covebase | beige adhesive beneath 4" brown covebase |
| waterproofing* | |

4th Floor Suspect ACM Visually Observed

| | |
|--|--|
| brown ceramic tile flooring grout | white ceramic tile wall grout |
| yellow carpet adhesive | white leveling compound |
| gray expansion joint material | gypsum wallboard/mudjoint wall and ceiling system |
| 6" o. d. white wrap w/yellow insulation TSI | 8" o. d. white wrap w/yellow insulation TSI |
| 12" o. d. white wrap w/yellow insulation TSI | 1' x 1' gray fissured pinhole acoustical ceiling tile |
| brown caulking at door frame | gray caulking at door frame |
| brown caulking at window frame | white caulking at plumbing fixture |
| black wall insulation panels | white acoustical ceiling insulation |
| brown caulking at duct seams | black vibration cloth |
| 12" x 12" beige w/white specks VFT | black mastic beneath 12" x 12" beige w/white specks VFT |
| 12" x 12" beige w/tan specks VFT | black mastic beneath 12" x 12" beige w/tan specks VFT |
| 4" black covebase | brown adhesive beneath 4" black covebase |
| 4" brown covebase | brown adhesive beneath 4" brown covebase |
| 2' x 2' white rough pattern ceiling tile | 1" brown threshold |
| brown w/yellow specks sheet vinyl flooring | yellow mastic beneath brown w/yellow specks sheet vinyl flooring |
| beige sink insulation | 4" beige covebase |
| beige adhesive beneath 4" beige covebase | black sink insulation |
| red caulking at pipe penetration | 4" o. d. white wrap w/yellow insulation TSI |
| brown caulking at exterior flashing | beige caulking at exterior where floor meets wall |
| waterproofing* | |

5th Floor Suspect ACM Visually Observed

| | |
|---|---|
| brown ceramic tile floor grout | white ceramic tile wall grout |
| gypsum wallboard/mudjoint wall and ceiling svstem | 4" black covebase |
| brown adhesive beneath 4" black covebase | brown caulking at door frame |
| brown caulking at window frame | gray caulking at door frame |
| yellow carpet adhesive | 2' x 2' gray rough pattern ceiling tile |
| white caulking at plumbing fixture | 12" x 12" beige w/gray stripes VFT |
| black mastic beneath 12" x 12" beige w/qrav stripes VFT | 4" o. d. white wrap w/yellow insulation TSI |
| white leveling compound | brown w/yellow specks sheet vinyl flooring |
| beige mastic beneath brown w/yellow specks sheet vinyl flooring | 6" o. d. white wrap w/yellow insulation TSI |
| 8" o. d. white wrap w/yellow insulation TSI | black vibration cloth |
| black wall and ceiling insulation | yellow ceiling insulation |
| red caulking at conduit pipe | waterproofing* |

6th Floor Suspect ACM Visually Observed

| | |
|--|---|
| yellow carpet adhesive | 12" x 12" beige w/gray specks VFT |
| black mastic beneath 12" x 12" beige w/qrav specks VFT | brown ceramic tile flooring grout |
| white ceramic tile wall grout | gray VFT |
| black adhesive beneath gray VFT | 1" black threshold |
| 4" black covebase | brown adhesive beneath 4" black covebase |
| black adhesive beneath black threshold | gypsum wallboard/mudjoint wall and ceiling svstem |
| gray plaster w/skim coat at wall | 2"x2" gray rough pattern ceiling tile |
| 2' x 2' white pinhole acoustical ceiling tile | beige sink insulation |
| brown caulking at door frame | brown caulking at window frame |
| white caulking at plumbing fixture | red caulking at pipe penetration |

| | |
|---|--|
| red caulking at duct seams | 3" o. d. white wrap w/yellow insulation TSI |
| 4" o. d. white wrap w/yellow insulation TSI | 8" o. d. white wrap w/yellow insulation TSI |
| off-white acoustical ceiling spray- applied material | waterproofing* |

7th Floor Suspect ACM Visually Observed

| | |
|--|--|
| brown ceramic tile floor grout | white ceramic tile wall grout |
| gray caulking at door frame | black caulking at window frame |
| black caulking at door frame | gypsum wallboard/mudjoint wall and ceiling system |
| 2' x 2' gray rough pattern ceiling tile | 4" black covebase |
| brown adhesive beneath 4" black covebase | white leveling compound |
| yellow carpet adhesive | white caulking at plumbing fixture |
| 12" x 12" beige w/gray streaks VFT | black mastic beneath 12" x 12" beige w/gray streaks VFT |
| 1" brown threshold | yellow adhesive beneath 1" brown threshold |
| 4" o. d. white wrap w/yellow insulation TSI | 4" brown covebase |
| beige adhesive beneath 4" brown covebase | 6" o. d. white wrap w/yellow insulation TSI |
| black wall insulation | yellow ceiling insulation |
| red caulking on conduit pipe | brown w/yellow specks sheet vinyl flooring |
| beige mastic beneath brown w/yellow specks sheet vinyl flooring | black vibration cloth |
| waterproofing* | |

8th Floor Suspect ACM Visually Observed

| | |
|--|--|
| brown ceramic flooring grout | white ceramic wall tile grout |
| white caulking at plumbing fixture | brown caulking at window frame |
| brown caulking at door frame | gray caulking at door frame |
| 2' x 2' gray w/rough textured acoustical ceiling tile | white gypsum wallboard/mudjoint wall and ceiling system |

| | |
|---|--|
| 4" black covebase | brown adhesive beneath 4" black covebase |
| 12" x 12" beige w/gray specks VFT | black mastic beneath 12" x 12" beige w/gray specks VFT |
| white leveling compound | 4" brown covebase |
| beige adhesive beneath 4" brown covebase | brown w/yellow specks sheet vinyl flooring |
| beige mastic beneath brown w/yellow specks sheet vinyl flooring | 4" o. d. white wrap w/yellow insulation TSI |
| 8" o. d. white wrap w/yellow insulation TSI | 6" o. d. white wrap w/yellow insulation TSI |
| black vibration cloth | black wall insulation |
| yellow ceiling insulation | red caulking conduit pipe |
| yellow carpet adhesive | 1" brown threshold |
| waterproofing* | |

9th Floor Suspect ACM Visually Observed

| | |
|---|--|
| brown ceramic flooring grout | white ceramic wall tile grout |
| white caulking at plumbing fixture | black caulking at window frame |
| 4" beige covebase | beige adhesive beneath 4" beige covebase |
| 4" black covebase | brown adhesive beneath 4" black covebase |
| 4" o. d. white wrap w/yellow insulation TSI | 8" o. d. white wrap w/yellow insulation TSI |
| red caulking at duct seams | 2' x 2' gray rough textured ceiling tile |
| 12" x 12" beige w/gray specks VFT | black mastic beneath 12" x 12" beige w/gray specks VFT |
| brown caulking at door frame | gray caulking at door frame |
| gypsum wallboard/mudjoint wall and ceiling system | yellow carpet adhesive |
| waterproofing* | |

10th Floor Suspect ACM Visually Observed

| | |
|------------------------------------|--------------------------------|
| brown ceramic floor tile grout | white ceramic wall tile grout |
| white caulking at plumbing fixture | brown caulking at window frame |

| | |
|---|---|
| brown caulking at door frame | gray caulking at door frame |
| 2' x 2' gray rough textured ceiling tile | gypsum wallboard/mudjoint wall and ceiling system |
| 4" black covebase | brown adhesive beneath 4" black covebase |
| yellow carpet adhesive | black wall insulation |
| gray plaster ceiling | 12" x 12" beige w/gray specks VFT |
| black mastic beneath 12" x 12" beige w/gray specks VFT | white leveling compound |
| yellow w/brown specks sheet vinyl flooring | 4" o. d. white wrap w/yellow insulation TSI |
| 6" o. d. white wrap w/yellow insulation TSI | 8" o. d. white wrap w/yellow insulation TSI |
| yellow ceiling insulation | black vibration cloth |
| 4" brown covebase | brown adhesive beneath 4" brown covebase |
| 4" beige covebase | tan adhesive beneath 4" beige covebase |
| beige mastic beneath yellow w/brown specks sheet vinyl flooring | 1" brown threshold |
| waterproofing* | |

11th Floor Suspect ACM Visually Observed

| | |
|--|--|
| yellow carpet adhesive | 1" brown threshold |
| 4" brown covebase | beige adhesive beneath 4" brown covebase |
| 4" black covebase | brown adhesive beneath 4" black covebase |
| 12" x 12" beige w/white specks VFT | yellow adhesive beneath 12" x 12" beige w/white specks VFT |
| white leveling compound | brown stone pattern sheet vinyl flooring |
| yellow mastic beneath brown stone pattern sheet vinyl flooring | beige gypsum wallboard/mudjoint wall and ceiling system |
| gray cementitious wall material | gray ceramic tile flooring grout |
| white ceramic tile wall grout | 2' x 2' gray rough pattern ceiling tile |
| brown caulking at door frame | gray caulking at door frame |
| clear carpet adhesive | brown caulking at window frame |

| | |
|--|--|
| white caulking at window frame | white caulking at plumbing fixture |
| red caulking at wall penetration | black sink insulation |
| 4" o. d. white wrap w/yellow insulation TSI | 6" o. d. white wrap w/yellow insulation TSI |
| 8" o. d. white wrap w/yellow insulation TSI | 12" o. d. white wrap w/yellow insulation TSI |
| 12" o. d. white wrap w/black insulation TSI | 16" o. d. white wrap w/black insulation TSI |
| 16" o. d. white wrap w/yellow insulation TSI | yellow ceiling insulation |
| gray expansion joint material | 14" o. d. white wrap w/black insulation TSI |
| black caulking at cooling tower seams | black vibration cloth material |

Plaza Level Suspect ACM Visually Observed

| | |
|--|---|
| 12" x 12" green w/green specks VFT | black mastic beneath 12" x 12" green w/green specks VFT |
| 4" beige covebase | white adhesive beneath 4" beige covebase |
| gypsum wallboard/mudjoint wall and ceiling svstem | 2' x 4' white fissured pinhole acoustical ceiling tile |
| brown ceramic tile grout flooring material | beige plaster wall |
| brown plaster wall | brown caulking at window frame |
| brown expansion joint material | beige caulking at door frame |
| 12" x 12" beige w/gray specks VFT | black mastic beneath 12" x 12" beige w/gray specks VFT |
| 12" x 12" gray w/gray specks VFT | black mastic beneath 12" x 12" gray w/gray specks VFT |
| 1" gray threshold | black mastic beneath 1" gray threshold |
| gray caulking at door frame | brown w/yellow specks sheet vinyl flooring |
| yellow mastic beneath brown w/yellow specks sheet vinyl flooring | 1" brown threshold |
| yellow adhesive beneath 1" brown threshold | 4" black covebase |
| brown adhesive beneath 4" black covebase | white caulking at plumbing fixture |

| | |
|---|--|
| off-white spray-applied acoustical ceiling material | |
|---|--|

First Basement Level Suspect ACM Visually Observed

| | |
|---|--|
| gray caulking at door frame | gypsum wallboard/mudjoint ceiling system |
| black w/yellow insulation wall and ceiling panels | black vibration cloth material |
| brown ceramic tile flooring grout | gray caulking at door frame |
| brown caulking at window frame | |

Second Basement Level Suspect ACM Visually Observed

| | |
|--|---|
| 12" x 12" beige w/tan specks VFT | black mastic beneath 12" x 12" beige w/tan specks VFT |
| gray leveling compound | brown ceramic tile grout flooring |
| brown caulking at window frame | black expansion joint material |
| 8" o. d. white wrap w/yellow insulation TSI | 12" o. d. white wrap w/yellow insulation TSI |
| 20" o. d. white wrap w/white insulation TSI | 30" o. d. white wrap w/white insulation TSI |
| gray caulking at door frame | red caulking at wall penetration |
| black vibration cloth material | white fissured pinhole acoustical ceiling tile |
| 8" o. d. beige wrap w/white powder insulation TSI | 12" o. d. beige wrap w/white powder insulation TSI |
| 30" o. d. beige wrap w/white powder insulation TSI | gray caulking at pipe |

* The waterproofing materials are presumed to exist beneath ceramic floor tiles in the Lobbies and toilets on floors 1-10. The area under the ceramic tiles could not be accessed without causing significant damage to the ceramic tiles (areas are still in use).

EMET was not allowed to sample any materials observed on the exterior roofs in order to not void the roofing systems' warranties.

Asbestos Analyses

Bulk samples were analyzed for asbestos using Polarized Light Microscopy (PLM) for the identification of asbestos, in accordance with EPA Test Method 600/R-93/116. Laboratory analytical data sheets are provided in Appendix A.

The following building materials were found to be ACM:

1st Floor ACM

| Material Description | Observable Quantity at Time of Inspection | Material Location | Condition; Friable/Non-Friable |
|---|---|--|---|
| black mastic beneath 12" x 12" beige w/gray specks VFT | ± 8200 sf | Holding Cell area, Print Shops, Loading Dock area, and Custodian | not damaged; not friable |
| 1" black threshold w/ black mastic | ± 9 lf | doorways of Control Station, Storage, and Custodian | not damaged; not friable |
| brown w/beige specks sheet vinyl flooring w/ beige mastic | ± 36 sf | Work Room B Toilet | both not damaged; SVF friable , mastic not friable |
| black mastic beneath 12" x 12" yellow speckled VFT | ± 180 sf | Building Storage | not damaged; not friable |
| black sink insulation | ± 16 sf | sinks in Print Shop, Work Room B, and Lounge | not damaged; not friable |
| waterproofing | ± 800 sf | presumed to exist beneath ceramic flooring in toilets | unknown - ASSUMED ACM |

2nd Floor ACM

| Material Description | Observable Quantity at Time of inspection | Material Location | Condition; Friable/Non-Friable |
|--|---|---|--|
| black mastic beneath 12" x 12" beige w/gray specks VFT | ± 6000 sf | Record Storage, Vault, Mail Room, Duplicating Room, Storage Rooms, Break Rooms, File Room and Utility | not damaged; not friable |
| black sink insulation | ± 8 sf | sinks in General Office Storage and southeast Break Room | not damaged; not friable |
| brown w/beige specks sheet vinyl flooring w/ yellow mastic | ± 100 sf | Men's and Women's Toilets next to Locker Room | both not damaged; \$VF friable , mastic not friable |
| waterproofing | ± 12000 sf | presumed to exist beneath ceramic flooring in toilets and lobbies | unknown - ASSUMED ACM |

3rd Floor ACM

| Material Description | Observable Quantity at Time of inspection | Material Location | Condition; Friable/Non-Friable |
|---|---|---|--------------------------------|
| black mastic beneath 12" x 12" beige w/white specks VFT | ± 5800 sf | Reporter's, Criminal, and Traffic Storages, Duplicating and Work Room, Women's vestibule, room across hallway from Women's, A/JCSRU Duplicating Room, and Storage by Stair #4 | not damaged; not friable |
| black mastic beneath 12" x 12" beige w/tan specks VFT | ± 400 sf | room across hallway from Women's | not damaged; not friable |
| black sink insulation | ± 12 sf | sinks in Legal Documents Break Room, Duplicating and Work Room, and A/JCSRU Break Room | not damaged; not friable |



| | | | |
|---------------|------------|---|-----------------------|
| waterproofing | ± 12000 sf | presumed to exist beneath ceramic flooring in toilets and lobbies | unknown - ASSUMED ACM |
|---------------|------------|---|-----------------------|

4th Floor ACM

| Material Description | Observable Quantity at Time of inspection | Material Location | Condition; Friable/Non-Friable |
|---|---|---|---|
| black mastic beneath 12" x 12" beige w/white specks VFT | ± 750 sf | Elevator 1 Ante, Fiscal Restroom and Storage Room, and Vault | not damaged; not friable |
| black mastic beneath 12" x 12" beige w/tan specks VFT | ± 120 sf | area outside Holding Cells | not damaged; not friable |
| brown w/yellow specks sheet vinyl flooring w/ yellow mastic | ± 250 sf | Fiscal Women's Toilet and Private Toilet, Staff Toilet, and Judge #2 Toilet | both not damaged; SVF friable , mastic not friable |
| beige sink insulation | ± 4 sf | Break Room/Storage | not damaged; not friable |
| black sink insulation | ± 4 sf | Work Room | not damaged; not friable |
| waterproofing | ± 7500 sf | presumed to exist beneath ceramic flooring in toilets and lobbies | unknown - ASSUMED ACM |

5th Floor ACM

| Material Description | Observable Quantity at Time of inspection | Material Location | Condition; Friable/Non-Friable |
|---|---|-------------------|--------------------------------|
| black mastic beneath 12" x 12" beige w/gray stripes VFT | ± 1000 sf | Holding Cell area | not damaged; not friable |

| | | | |
|--|-----------|---|--|
| brown w/yellow specks sheet vinyl flooring w/ beige mastic | ± 360 sf | Judges' and Staff Toilets | both not damaged; SVF friable , mastic not friable |
| waterproofing | ± 7500 sf | presumed to exist beneath ceramic flooring in toilets and lobbies | unknown - ASSUMED ACM |

6th Floor ACM

| Material Description | Observable Quantity at Time of Inspection | Material Location | Condition; Friable/Non-Friable |
|--|---|---|--------------------------------|
| black mastic beneath 12" x 12" beige w/gray specks VFT | ± 1600 sf | Storage Rooms and Break Room | not damaged; not friable |
| beige sink insulation | ± 4 sf | Staff Break Room | not damaged; not friable |
| waterproofing | ± 7000 sf | presumed to exist beneath ceramic flooring in toilets and lobbies | unknown - ASSUMED ACM |

7th Floor ACM

| Material Description | Observable Quantity at Time of Inspection | Material Location | Condition; Friable/Non-Friable |
|--|---|---|--|
| black mastic beneath 12" x 12" beige w/gray streaks VFT | ± 1200 sf | Holding Cells area including Control Room, Interview Rooms, Toilet and Storage by Stair | not damaged; not friable |
| brown w/yellow specks sheet vinyl flooring w/ beige mastic | ± 360 sf | Judges' Toilets and Staff Toilets | both not damaged; SVF friable , mastic not friable |
| waterproofing | ± 7000 sf | presumed to exist beneath ceramic flooring in toilets and lobbies | unknown - ASSUMED ACM |

8th Floor ACM

| Material Description | Observable Quantity at Time of inspection | Material Location | Condition; Friable/Non-Friable |
|--|---|---|--|
| black mastic beneath 12" x 12" beige w/gray specks VFT | ± 600 sf | Holding Cells and Control Room | not damaged; not friable |
| brown w/yellow specks sheet vinyl flooring w/ beige mastic | ± 360 sf | Judges' Toilets and Staff Toilets | both not damaged; \$VF friable , mastic not friable |
| waterproofing | ± 7000 sf | presumed to exist beneath ceramic flooring in toilets and lobbies | unknown - ASSUMED ACM |

9th Floor ACM

| Material Description | Observable Quantity at Time of inspection | Material Location | Condition; Friable/Non-Friable |
|--|---|---|--------------------------------|
| black mastic beneath 12" x 12" beige w/gray specks VFT | ± 900 sf | Work Room, Break Room, Storage, and Lounge | not damaged; not friable |
| waterproofing | ± 2400 sf | presumed to exist beneath ceramic flooring in toilets and lobbies | unknown - ASSUMED ACM |

10th Floor ACM

| Material Description | Observable Quantity at Time of Inspection | Material Location | Condition; Friable/Non-Friable |
|--|---|--|--------------------------------|
| black mastic beneath 12" x 12" beige w/gray specks VFT | ± 900 sf | Holding Cells area and Judge #2 Toilet | not damaged; not friable |

| | | | |
|--|----------|---|--|
| yellow w/brown specks sheet vinyl flooring w/ beige mastic | ± 300 sf | Staff Toilets and Judges# 1, 3, and 4 Toilets | both not damaged; SVF friable , mastic not friable |
| waterproofing | ±7100sf | presumed to exist beneath ceramic flooring in toilets and lobbies | unknown - ASSUMED ACM |

11th Floor ACM

| Material Description | Observable Quantity at Time of Inspection | Material Location | Condition; Friable/Non-Friable |
|---|---|--|--|
| brown stone pattern sheet vinyl flooring w/ yellow mastic | ± 240 sf | Judge's Toilets | both not damaged; SVF friable , mastic not friable |
| black sink insulation | ± 12 sf | sinks in Administrative Judge's Chamber, Judicial Selection Commission Office, and Conference Room | not damaged; not friable |
| black caulking at cooling tower seams | ± 720 lf | cooling towers | not damaged; not friable |

Plaza Level ACM

| Material Description | Observable Quantity at Time of Inspection | Material Location | Condition; Friable/Non-Friable |
|---|---|-----------------------------|--------------------------------|
| black mastic beneath 12" x 12" green w/green specks VFT | ± 500 sf | Information Booth/Concierge | not damaged; not friable |
| black mastic beneath 12" x 12" beige w/gray specks VFT | ± 120 sf | Security Office | not damaged; not friable |

| | | | |
|--|---------|-----------------|---|
| black mastic beneath 12" x 12" gray w/gray specks VFT | ± 60 sf | Security Office | not damaged; not friable |
| black mastic beneath 1" gray threshold | ± 3 lf | Security Office | not damaged; not friable |
| brown w/yellow specks sheet vinyl flooring w/ yellow mastic | ± 50 sf | Toilet | both not damaged; SVF friable , mastic not friable |

Second Basement Level ACM

| Material Description | Observable Quantity at Time of inspection | Material Location | Condition; Friable/Non-Friable |
|--|--|---------------------------------|---------------------------------------|
| black mastic beneath 12" x 12" beige w/tan specks VFT | ± 700 sf | elevators and Elevator Lobby | not damaged; not friable |

Roofs ACM

All suspect materials on the exterior roofs must be treated as ACM unless the material is properly tested and proven to not be ACM.

Lead Paint

HUD regulations, 24 CFR Parts 35,200,881, and 886 guidelines for the evaluation and control of lead-based paint (LBP) hazards in housing, revised April 1, 1999, define LBP as paint with a lead content of 1.0 mg/cm² or greater by XRF analyzer, or 0.5% wt. or 5000 ppm by Atomic Absorption (AA) analysis. The EPA regulations 40 CFR Part 745, revised July 1, 1999, similarly defined LBP as stated in HUD regulations.

The Occupational Safety and Health Administration (OSHA) and HIOSH regulate any activity disturbing paint that contains lead (referred to as lead-containing paint or LCP), even if the lead content is below the EPA/HUD standard for lead-based paint.

XRF test results of painted surfaces equal to or greater than 1.0 mg/cm² are defined as LBP in accordance with EPA and HUD regulations.

Lead Paint Sampling and Analyses

Painted surfaces were analyzed for lead using an XRF analyzer. A total of 746 analyses of painted surfaces/building components and calibrations were performed. A unique identification number was assigned to each test location and entered on a field data sheet. The ID number, location, description, and lead concentration of each sample is indicated in the XRF analyzer test results, which are provided in Appendix C.

The test results indicate that a lead content equal to or greater than 1.0 mg/cm² was detected in the following:

Lead-Based Paint

| XRF No. and Location | Testing Combination Component/Substrate | Condition | Color |
|--|---|-----------|--------------|
| 127, 1 st Floor, Loading Dock | parking lines / concrete | poor | white |
| 208, Basement Level 2 Makai Ewa side | parking lines / concrete | fair | light orange |

Some painted surfaces/building components tested have been confirmed to contain lead in concentrations of less than 1.0 mg/cm² - the paint on these surfaces is considered to be lead-containing paint (LCP).

Some painted surfaces tested may have paint with lead at concentrations below the instrument level of detection (0.01 mg/cm²).

Painted surfaces may vary in paint type, color and condition, and any damaged painted surfaces may vary significantly from area to area in terms of the condition and degree of damage. The results provide the lead content of all paint layers in a tested surface, as there may be more than one layer of paint on the tested surface.

PCB-Containing Fluorescent Light Ballasts and Mercury-Containing Fluorescent Light Lamps

In response to the growing evidence of the danger posed by Polychlorinated Biphenyl (PCB), mercury, and other chemicals, Congress enacted the Toxic Substance Control Act (TSCA) in 1976. The TSCA directed the EPA to regulate all the chemicals that present "an unreasonable risk of injury to health or the environment" (40 CFR 761). In 1976, the EPA issued regulations prohibiting the processing, distribution, and use of PCBs and mercury, except in sealed systems. The EPA also established strict regulations for the disposal of PCBs in chemical waste landfills.

Fluorescent light ballasts that do not contain PCB are identified as such by means of a label affixed to the ballast indicating "No PCBs". If a fluorescent light ballast does not have labeling, or the labeling is not clearly marked or is illegible, the ballast is assumed to be PCB-containing and must be disposed of in a landfill that accepts PCBs.

Fluorescent light bulbs that contain mercury in an amount below the hazardous waste threshold of 0.2 mg/L by Toxicity Characteristic Leaching Procedure (TCLP) test are identified by the presence of green colored end caps or green colored labeling. If a fluorescent light bulb does not have green end caps or green colored

labeling, it should be assumed to be hazardous and treated as hazardous waste for disposal purposes.

Summary of the Survey for PCB and Mercury in Fluorescent Lights

Throughout the building, a count of each type of fluorescent light fixture was recorded. A representative random sample of at least 10% of each type of fluorescent fixture was then visually inspected for labeling or indication of PCB-ballasts and mercury-containing lamps.

Fluorescent Light Fixtures

| Description | Total Number of Fixtures | Number of Fixtures Inspected | Number of Inspected Ballasts Found to be PCB-containing (percentage) | Number of inspected Lamps Characterized as Mercury Hazardous Waste (percentage) |
|--|--------------------------|------------------------------|--|---|
| 2' x 2' fixture, 1 ballast, 2 U-shaped bulbs | 408 | 41 | 0 (0%) | 96 (100%) |
| 2' x 4' fixture, 1 ballast, 2 bulbs | 1344 | 138 | 0 (0%) | 0 (0%) |
| 4" x 4' fixture, 1 ballast, 1 bulb | 1488 | 150 | 0 (0%) | 0 (0%) |
| 1' x 4' fixture, 1 ballast, 2 bulbs | 180 | 18 | 0 (0%) | 0 (0%) |
| 1' x 2' fixture, 1 ballast, 2 bulbs | 1 | 1 | 0 (0%) | 0 (0%) |
| 4' x 4' fixture, 2 ballasts, 6 bulbs | 2 | 2 | 0 (0%) | 0 (0%) |

Limitations

This hazardous materials survey was performed to identify suspect materials in areas scheduled for planned renovations. Original building plans and specifications and those for past renovations, if any, were not available for review.

Therefore, because of these limitations, the highly variable nature of building construction, and the limits to the survey as defined by EMET's scope of work, the potential remains for undiscovered hazardous materials.

This report is for informational purposes only and should only be used as such. This report is not a specification and should not be used as such.