

SPECIFICATIONS AND PROPOSAL

FOR

KAHULUI HARBOR

PIERS 1-2

REFURBISH COMFORT STATIONS

MAUI, HAWAII

JOB S30246

**STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HARBORS**

NOTICE TO BIDDERS
(Hawaii Revised Statutes (HRS), Chapter 103D)

SEALED BIDS for **KAHULUI HARBOR, PIERS 1-2, REFURBISH COMFORT STATIONS, MAUI, HAWAII, JOB S30246**, will begin as of the HiePRO Release Date. Bidders shall register and submit complete bids through HiePRO only. Refer to the following HiePRO link for important information on registering:
<https://hiepro.ehawaii.gov/welcome.html>.

The solicitation plans, specifications, proposal, and additional documents designated or incorporated by reference shall be available in HiePRO.

HiePRO OFFER DUE DATE & TIME is June 12, 2026, at 2:00 p.m., Hawaii Standard Time (HST). **Bidders shall submit and upload the complete proposal to HiePRO prior to the offer due date and time. Proposals received after said due date and time shall not be considered. Any additional support documents explicitly designated as confidential and/or proprietary shall be uploaded as a separate file to HiePRO. Bidders shall not include confidential and/or proprietary documents as part of their proposal. The record of each bidder and respective proposal shall be open to public inspection. FAILURE TO UPLOAD THE PROPOSAL TO HiePRO SHALL BE GROUNDS FOR REJECTION.**

The scope of work consists of removing ceramic tile flooring and wainscot and installing new urethane floor coating; replacing screens for fixed louver windows; replacing plumbing fixtures, toilet accessories and toilet partitions; replacing signage; painting; plumbing and electrical work at the Pier 1 Matson/makai comfort station and Pier 2 Young Brothers comfort station. The estimated cost of construction is between \$500,000 and \$700,000.

To be eligible for award, bidders shall possess a valid State of Hawaii General Building “B” license **at the time of bidding**.

The Hawaii Department of Transportation, Air and Water Transportation Facilities Division, 2016 GENERAL PROVISIONS FOR CONSTRUCTION PROJECTS, applicable to this project are available on the internet at:
<http://hidot.hawaii.gov/administration/con/>.

A virtual pre-bid conference is scheduled for May 21, 2026, at 9:00 a.m. HST. Interested bidders shall contact Mr. Gregg Hirokawa, Project Manager, directly at gregg.hirokawa@hawaii.gov, no later than one working day prior to the scheduled pre-bid conference to receive the meeting invitation. All prospective bidders and/or their respective representatives are encouraged to attend, however, attendance is not mandatory. All information presented at the pre-bid conference shall be provided for clarification and information only. Any amendments to the solicitation shall be made by formal addendum and posted in HIePRO.

All Request for Information (RFI) questions and Substitution Requests shall be submitted in HIePRO **no later than May 26, 2026, at 2:00 p.m. HST**. RFI questions received after the stated deadline shall not be addressed. Verbal RFI(s) shall not receive a response. All responses to RFI questions shall be provided for clarification and information only and issued by formal addendum. Any amendments to the solicitation shall be made by formal addendum and posted in HIePRO.

If there is a conflict between the solicitation and information stated in the pre-bid conference, the meeting minutes, and/or the responses to RFI questions, the solicitation shall govern and control, unless as amended by formal addendum.

Apprenticeship Preference. A five percent bid adjustment for bidders that are party to apprenticeship agreements pursuant to HRS §103-55.6 is applicable to this project.

Employment of State Residents on Construction Procurement Contracts. Compliance with HRS §103B-3 is a requirement for this project whereby a minimum of 80 percent of the bidder's work force on this project shall consist of Hawaii residents.

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. For more information, contact the Campaign Spending Commission at (808) 586-0285.

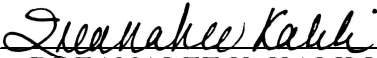
Protests. Any protest of this solicitation shall be submitted in writing to the Director of Transportation, in accordance with HRS §103D-701 and Hawaii Administrative Rules §3-126.

The Equal Employment Opportunity Regulations of the Secretary of Labor implementing Executive Order 11246, as amended, shall be complied with on this project.

The U.S. Department of Transportation Regulation entitled “Nondiscrimination in Federally-Assisted Programs of the U.S. Department of Transportation,” Title 49, Code of Federal Regulations (CFR), Part 21 is applicable to this project. Bidders are hereby notified that the Department of Transportation will affirmatively ensure that the contract entered into pursuant to this advertisement will be awarded to the lowest responsible bidder without discrimination on the grounds of race, color, national origin, or sex (as directed by 23 CFR Part 200).

For additional information, contact Gregg Hirokawa, Project Manager, by phone at (808) 587-1985, or by email at gregg.hirokawa@hawaii.gov.

The State reserves the right to reject any or all proposals and to waive any defects in said proposals for the best interest of the public.



DREANALEE K. KALILI
Deputy Director of Transportation for Harbors

HIePRO RELEASE DATE: May 15, 2026

TABLE OF CONTENTS

Instructions for Contractor's Licensing	<u>Page</u>
Special Provisions	SP-1 – SP-3
Wage Rate Schedule (Not Physically Included in the Bid Documents)	

SPECIFICATIONS

Part I – GENERAL PROVISIONS for CONSTRUCTION PROJECTS 2016 (Not physically included in the Bid Documents)

Part II – TECHNICAL PROVISIONS

Article X	Project Description	10-1 - 10-7
Article XI	Mobilization	11-1 - 11-2
Article XII	Temporary Water Pollution, Dust, And Erosion Control	12-1 - 12-10
Article XIII	Selective Demolition	13-1 - 13-5
Article XIV	Bird Screens	14-1 - 14-1
Article XV	Urethane Floor Coating	15-1 - 15-5
Article XVI	Joint Sealants	16-1 - 16-6
Article XVII	Gypsum Board	17-1 - 17-4
Article XVIII	Painting	18-1 - 18-12
Article XIX	Toilet Partitions	19-1 - 19-6
Article XX	Toilet Accessories	20-1 - 20-3
Article XXI	Signage	21-1 - 21-4
Article XXII	Plumbing Work	22-1 - 22-6
Article XXIII	Electrical Work	23-1 - 23-8
Article XXIV	Material Submittal and Shop Drawings	24-1 - 24-3

Article XXV	Photos Existing Conditions	25-1 - 25-17
	Requirements of Chapter 104 (eH104-3 dated 05/24)	1-2
	Proposal	P-1 – P-6
	Proposal Schedule	P-7 - P-8
	Surety Bid Bond	
	Sample Forms	
	Sample Contract	
	Performance Bond (Surety)	
	Performance Bond	
	Labor and Material Payment Bond (Surety)	
	Labor and Material Payment Bond	
	Chapter 104, HRS Compliance Certificate	
	Certificate of Compliance for Employment of State Residents, Act 192, SLH 2011	

INSTRUCTIONS FOR CONTRACTOR'S LICENSING

"A" general engineering contractors and "B" general building contractors are reminded that due to the Hawaii Supreme Court's January 28, 2002 decision in Okada Trucking Co., Ltd. v. Board of Water Supply, et al., 97 Haw. 450 (2002), they are prohibited from undertaking any work, solely or as part of a larger project, which would require the general contractor to act as a specialty contractor in any area where the general contractor has no 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 (*An "A" or "B" contractor obtains "C" specialty contractor's licenses either on its own, or automatically under HAR § 16-77-32.*). The remaining work must be performed by appropriately licensed entities. It is the sole responsibility of the contractor to review the requirements of this project and determine the appropriate licenses that are required to complete the project.

STATE OF HAWAII

DEPARTMENT OF TRANSPORTATION

HONOLULU, HAWAII

SPECIAL PROVISIONS

SPECIAL PROVISIONS

The General Provision is amended as follows:

A. ARTICLE I - TERMS, ABBREVIATIONS, AND DEFINITIONS

1. Section 1.3 Definitions: The definition for “Subcontractor” is amended by deleting it and replacing it with the following:

“Subcontractor – An individual, partnership, firm, corporation, or joint venture, or other legal entity, as licensed or required to be licensed under Chapter 444, Hawaii Revised Statutes, as amended, which enters into an agreement with the Contractor to perform a portion of the work.”

2. Section 1.3 Definitions: The definition for “Proposal (or Bid)” is amended by deleting it and replacing with the following:

“PROPOSAL (OR BID) - The offer of a Bidder, on the prescribed HDOT form, to perform the work and to furnish the labor and materials at the prices quotes.”

3. Add the following to section 1.3 Definitions.

“HAWAII ePROCUREMENT SYSTEM (HIePRO) - The State of Hawaii eProcurement System for issuing solicitations, receiving proposals and responses, and issuing notices of award.”

B. ARTICLE II – STANDARD PROVISIONS FOR COMPETITIVE SEALED BIDS AND AWARDS

1. 2.7 REQUEST FOR SUBSTITUTION OF SPECIFIED MATERIALS AND EQUIPMENT BEFORE BID OPENING is amended as follows:

- a. The last sentence in the first paragraph (line 147 to 152) be replaced with the following:

“Where a bidder intends to use a material or equipment of an unspecified brand, make, or model, the bidder must submit a request to the Department for review and approval at the earliest date possible. As specified in the Notice to Bidders, all requests shall be posted as a question in HIePRO under the “Question and Answer” tab. Supporting documents for specific request shall be emailed to the Project Manager specified in the Notice to Bidders. Request must be posted in HIePRO and supporting documents received by the Project Manager no later than fourteen (14) calendar days before the bid opening date.”

- b. The first sentence in the second paragraph (line 154 to 156) shall be replaced with the following:

“It shall be the responsibility of the bidder to submit sufficient evidence based upon which a determination can be made by the Department that the alternate brand is a qualified equivalent.”

2. 2.8 PREPARATION AND DELIVERY OF BID is amended as follows: Last paragraph (line 189 to 192) shall be replaced with the following:

“Bidders shall submit and upload the complete proposal to HIePRO prior to the bid opening date and time. Proposals received after said due date and time shall not be considered. Any additional support documents explicitly designated as confidential and/or proprietary shall be uploaded as a separate file to HIePRO. Bidders shall not include confidential and/or proprietary documents with the proposal. The record of each bidder and respective bid shall be open to public inspection. Original (wet ink, hard copy) proposal documents are not required to be submitted. Contract award shall be based on evaluation of proposals submitted and uploaded to HIePRO.

FAILURE TO UPLOAD THE COMPLETE PROPOSAL TO HIePRO SHALL BE GROUNDS FOR REJECTION OF THE BID.

If there is a conflict between the specification document and the HIePRO solicitation, the specifications shall govern and control, unless otherwise specified.”

3. 2.11 BID SECURITY is amended by deleting (a) and replacing it with:

“(a) Unless directed otherwise in the invitation for bids, each bid shall be accompanied by bid security which is intended to protect the Department against the failure or refusal of a bidder to execute the contract for the work bid or to supply the required performance and payment bonds. Bid security shall be in an amount equal to at least five percent of the base bid and additive alternates. Bid security shall be in one of the following forms:

- (1) A deposit of legal tender;
- (2) A valid surety bid bond, underwritten by a company licensed to issue bonds in the State of Hawaii, in the form and composed, substantially, with the same language as provided herewith and signed by both parties; or
- (3) 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 a bank, savings institution, or credit union insured by

the Federal Deposit Insurance Corporation (FDIC) or the National Credit Union Administration (NCUA) and payable at sight or unconditionally assigned to the Department. These instruments may be utilized only to a maximum of one hundred thousand dollars (\$100,000.00). If the required amount totals over one hundred thousand dollars (\$100,000.00), more than one instrument not exceeding one hundred thousand dollars (\$100,000.00) each and issued by different financial institutions shall be accepted.

If bidder elects options (1) or (3) above for its bid security, said bid security shall be in its original form and shall be submitted before the bid deadline to the Contract Office, Department of Transportation, Aliiimoku Hale, 869 Punchbowl Street, Room 105, Honolulu, Hawaii 96813. Original surety bid bonds do not need to be submitted to the Contracts Office. Bidders are reminded that a copy of its surety bid bond shall be included with its bid submitted and uploaded to HiePRO.”

4. 2.12 PRE-OPENING MODIFICATION OR WITHDRAWAL OF BIDS. Bids may be modified or withdrawn prior to the bid opening date and time. Withdrawal or revision of proposal shall be completed and submitted and uploaded to HiePRO prior to the bid opening date and time.
5. 2.14 PUBLIC OPENING OF BIDS is amended by deleting 2.14 PUBLIC OPENING OF BIDS in its entirety.
6. 2.20 Bid Evaluation and Award is amended by replacing 2.20(a) and 2.20(b) with the following:
 - “(a) The award shall be made to the lowest, responsive, responsible bidder within 120 days after bid opening and shall be based on the criteria set forth in the invitation for bids. The Department may request the bidders to allow the Department to consider the bids for the issuance of an award beyond the 120 day period. Agreement to such an extension must be made by a bidder in writing. Only bidders who have agreed to such an extension will be eligible for the award.
 - (b) No bid shall be withdrawn or corrected for a period of 120 days after bid opening except for a mistake as described in this article; however, a bidder may withdraw a bid without penalty any time prior to award of the contract if it finds it is unable to comply with the provisions regarding the employment of State of Hawaii residents as described in Section 7.2 and 103B-3, H.R.S.”

C. ARTICLE VII – LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

1. 7.1 Insurance Requirements is amended by deleting paragraph “(b)(4) Builder’s Risk for All Work” in its entirety.

STATE OF HAWAII

DEPARTMENT OF TRANSPORTATION

HONOLULU, HAWAII

SPECIFICATIONS

PART I

GENERAL PROVISIONS

The Hawaii Department of Transportation AIR and WATER Transportation Facilities Division General Provisions for Construction Projects dated 2016 is not physically included in these specifications. The General Provisions are available at

<http://hidot.hawaii.gov/administration/con/>

STATE OF HAWAII

DEPARTMENT OF TRANSPORTATION

HONOLULU, HAWAII

SPECIFICATIONS

PART II

TECHNICAL PROVISIONS

ARTICLE X - PROJECT DESCRIPTION

10.1 GENERAL - The work to be done on this project includes furnishing all labor, materials and equipment necessary to replace bird screen, toilet partitions, toilet accessories and signage; demolish half-height walls and countertops; remove wainscot wall tile and grind CMU smooth; seal and paint CMU walls; install new wall mounted lavatories on new furred walls; replace interior light fixtures; install new electrical panel; install urethane flooring on self-leveling compound with new floor drains at the comfort stations at Piers 1 & 2, Kahului Harbor, Maui, Hawaii.

Bidders are advised to examine the existing conditions at the proposed project site to familiarize themselves with the nature and extent of work involved. Appointments may be made with the Harbors Maintenance Engineer for clarification of the work involved and the character and quality of materials specified.

Approximate repair locations are indicated on the plans. Actual methods of repair may vary from that indicated on the drawings. The Harbors Construction Engineer reserves the right to alter repair methods, sizes, and locations to suit field conditions.

10.2 SCOPE OF WORK - The work to be done includes, but is not necessarily limited to, the following major items of work:

- A. Mobilization and Demobilization.
- B. Providing a detailed site-specific Best Management Practices (BMP) Plan.
- C. Selective Demolition.
- D. Bird Screens.
- E. Urethane Flooring.
- F. Joint Sealants.
- G. Gypsum Board.
- H. Painting.
- I. Toilet Partitions.
- J. Toilet Accessories.
- K. Signage.
- L. Plumbing.
- M. Electrical.

10.3 CONTRACT DRAWINGS - The location and size of the repair areas shown on the plans are approximate and are included for bidding purposes only. All structures and portions of structures shown on the plan are existing unless specifically noted. Existing conditions shown are based on the best available information. No guarantee is given that they are more than approximately correct.

10.4 WORK SCHEDULE - To maintain maintenance activities, the Contractor shall coordinate the work schedule with tenants, The work schedule and assignment of storage area(s) shall be coordinated with the Harbors Maui District Manager and the Construction Engineer and shall be subject to their written approval. The Contractor shall turn in a work schedule two (2) weeks prior to actual construction for approval by the Harbors Maui District Manager and the Construction Engineer. The Contractor shall be responsible for maintaining the work and storage areas in neat and orderly condition.

Administration Complex activities will take precedence over the Contractor's activities. The exact scheduling of the work and restrictions on the Contractor's activities will be established at the pre-construction meeting.

Phasing and careful coordination of the work will be required to allow continuous use of the project location and adjacent areas. The Contractor shall be responsible for coordination with the all tenants/users/other contractors in the area and the Construction Engineer and Harbors Maui District Operations Staff on a daily basis regarding scheduling of all work at no additional cost to the State.

The Contractor shall coordinate its work so as to minimize interference with tenant and pier. All work shall be scheduled to minimize interference with any operations in the project area. Weekend and night work may be required.

The exact scheduling and sequencing of the work and restrictions on the Contractor's operation while working at the project site will be established at the pre-construction meeting. The Contractor shall attend the pre-construction meeting to coordinate its work with others and shall complete all work within the work schedule.

10.5 LIABILITY AND RESPONSIBILITY - The Contractor shall provide, erect and maintain warning signs, lights, barricades, fences, watchmen and/or all other means as necessary to prevent unauthorized persons and vehicles from entering the job site where they may suffer injury or create a hazard to the construction operations or the work in progress. The Contractor shall also take all reasonable precautions for safety in its operations and to prevent injury to its employees and to others at the job site.

The Contractor shall be responsible for any and all damages to harbor facilities caused by its operations and negligence. The Contractor shall, at its own expense, make prompt restitution for damages to the facility caused by its operations or negligence. The Contractor shall hold the State harmless from all claims for loss or injury.

The Contractor shall remove defective work and replace the required work at no cost to the State.

The Contractor SHALL verify conditions in the field prior to ordering any materials. The existing conditions are based on the best available information. The Contractor shall make no claim for extra compensation should actual existing conditions differ from those shown on the plans.

Hawaii One Call. The Contractor shall comply with the Hawaii One Call law, HRS Section 269E-4. This includes, but is not limited to, coordination with the Hawaii One Call Center (HOCC) for any work involving excavation at least five (5) working days but not more than twenty-eight (28) calendar days prior to commencing excavation. The Contractor shall provide to HOCC a description of the excavation site that may include the county, place, address, and measurements as needed. HOCC contact information: telephone 811; website <http://www.digsafelyhawaii.com>.

10.6 BEST MANAGEMENT PRACTICES - The Contractor must follow standard best management practices for air pollution, water pollution, noise and solid waste control, as required by Federal, State and County regulations, to protect the environment from the effects of construction activity, including prohibiting any construction debris or other deleterious materials to fall, flow or otherwise enter the water.

The Contractor shall submit a site-specific BMP plan to the Construction Engineer for review and comment before work begins. The plan shall satisfy the requirements of ARTICLE XII – TEMPORARY WATER POLLUTION, DUST, AND EROSION CONTROL. This plan shall describe and detail the methods and procedures to be used to prevent air and water pollution, including preventing any materials, wastes, and debris from entering any adjacent storm drain system and harbor to the satisfaction of the Construction Engineer. The Contractor shall revise the BMP plan, at no additional cost to the State - should it be determined by the Construction Engineer that the plan is insufficient to prevent pollution.

10.7 PERMITS - The Contractor will require permits for all welding and burning operations, if welding is contemplated. The Contractor shall obtain the required work permit from the Harbors Maui District Manager.

- A. Building Permit from Maui County will not be required for this project.

10.8 SUBMITTALS - The Contractor shall submit for review one (1) copy of the following items in PDF format.

- A. Best Management Practices (BMP) Plan in accordance with Article XII of these Technical Specifications.
- B. Health and Safety Plan
- C. Proof of valid TWIC and MARSEC credential card for all Contractor and Subcontractor workers.

- D. Pre-Construction Survey
- E. Demolition and Removal Plan and Schedule
- F. Bird Screens
- G. Urethane Flooring
- H. Joint Sealants
- I. Gypsum Board
- J. Painting
- K. Shop Drawings for Toilet Partitions
- L. Toilet Accessories
- M. Signage
- N. Plumbing
- O. Electrical

10.9 STANDARD SPECIFICATIONS - The term "Standard Specifications" as used in these Technical Provisions of these Specifications, shall mean the Hawaii Standard Specifications for Road and Bridge Construction, State of Hawaii, Department of Transportation, Highways Division, 2005.

10.10 AS BUILT DRAWINGS - The Contractor shall keep one (1) set of drawings at the job site and make all field changes thereon. After completion of the project, a PDF/A format digital file marked up with all the field changes shall be submitted to the Construction Engineer.

10.11 HARBOR SECURITY - The Contractor shall submit required documentation of all Contractor and subcontractor's employees, their representatives, suppliers, manufacturers, and alike, and of all necessary vehicles needing access to the project site to the Construction Engineer and Maui District Manager before starting work on the project. The documentation will include the following:

- A. Authorized personnel's first name, middle initial(s), and last name by company name.
- B. Vehicle(s) license plate number(s) by company name.
- C. The Contractor may be directed to use a specified entrance to enter and exit the harbor. Upon every entry, each employee must present and possess a photo identification (ID) card.

- D. All Contractor's and sub-contractor's employees, their representatives, suppliers, manufacturers, and authorized personnel needing access to the project site shall wear their photo ID card at all times.
- E. Contractor's vehicles must be identified with a company logo and will be subject to search. Any employee's personal belongings will also be subject to search.
- F. If the Contractor wishes to remove any fencing or open any locked gates, they shall coordinate with and request approval from the Construction Engineer and Maui District Manager. If approval is granted, the Contractor shall then be responsible for securing open fencing or gate(s) immediately after entering or posting security personnel to monitor ingress and egress. Inspections of vehicles and equipment moving through the access points will be done in accordance with current MARSEC level and directives.
- G. If security personnel are required, the Contractor shall hire the same contract security that provides service to the State of Hawaii, Department of Transportation, Harbors. In the event that the security contract for Harbors changes, contractor must hire the new security contractor.
- H. By the end of each day, the Contractor shall re-erect and restore all fencing/barrier/perimeter security measures to the satisfaction of the Construction Engineer and the Maui District Manager. Electricity and lighting shall also be restored and in satisfactory working order, to no less than pre-construction conditions, by the end of each day, to the satisfaction of the Construction Engineer and Maui District Manager.
- I. Under no circumstances shall perimeter security be compromised. If determined by the State, and solely by the State, that the Contractor has left the project site in a condition that compromises security of the harbor, the State reserves the right to make the necessary arrangements to provide and enhance perimeter security, including restoration of electrical power and lighting, at the sole expense of the Contractor.
- J. At times, the maritime security level for the State of Hawaii and/or the general color-coded security level for State of Hawaii may be temporarily elevated. In these events, the Contractor may be prohibited to access the project site and may be required to stop work as directed by either the Construction Engineer or Maui District Manager. The Department of Transportation, Harbors will consider impacts to the work and schedule as a result of prolonged work stoppages.
- K. Maritime Security Awareness training is mandatory for all personnel entering the Harbor facility. The Contractor shall be responsible to ensure all of its employees, representatives, subcontractors, vendors, and all alike, requiring access to the harbor area for this project, have been trained and possess the required maritime security card before entering the Harbor's

property. Prior to starting work on this project, the Contractor shall provide a list of names (full legal name) and birth dates of all employees, representatives, subcontractors, vendors, and all alike, as well as their vehicles license number, year, make, color and model that will be entering the project site, together with a letter attesting that all personnel have received this training to the Harbors Maui District Manager and Construction Engineer. All employees, representatives, subcontractors, vendors, and all alike, shall wear their respective company's identification card bearing the company's name, the individual's first and last name, and middle initial(s), and a recent photograph of the individual on the front of the identification card at all times while on Harbor's property.

With the possible exception of Item J above, all other requirements indicated shall be considered incidental to the project and shall be provided by the contractor at no cost to the State.

The Contractor's personnel requiring unescorted access to secure areas of maritime facilities will be required to obtain a Transportation Worker Identification Credential (TWIC). No escorting of personnel, including vendors and suppliers, is allowed. The project area has been deemed to be within a secured area. TWIC was established by Congress through the Maritime Transportation Security Act and is administered by the Transportation Security Administration (TSA) and U.S. Coast Guard. To obtain a TWIC, the applicant must provide biographic and biometric information such as fingerprints, sit for a digital photograph and successfully pass a security threat assessment conducted by TSA. The Contractor will be responsible to obtain and pay for all costs associated in providing their appropriate employees with TWIC. Information regarding TWIC is available on the TSA website at: <https://www.tsa.gov/for-industry/twic>.

10.12 COMPLETION TIME - All work for this project shall be completed within the specified time period as listed on page P-1 of the Proposal. The number of days shall commence on the issuance of the notice to proceed. The intent of the contract is to provide for the construction final acceptance of the work described by the contract documents at the accepted bid price and within the time established by the contract. The Contractor has the duty to furnish all labor, materials, equipment, tools, transportation, incidentals, and supplies and to determine the means, methods and schedules required to complete the work in accordance with the contract documents.

Unless otherwise directed by the Construction Engineer in writing, the Contractor shall not commence with physical construction without sufficient materials and equipment available at the project site for either continuous construction until completion, or completion of a specified portion of the work.

10.13 PAYMENT - Payment shall be made as specified below. Such payment shall include furnishing all labor, material, equipment and other expenses required to complete each item in accordance with the plans and specifications.

Item 1 - Mobilization (Not to exceed 6% sum of all Items, excluding this Item). Payment shall be made at the lump sum price bid in the Proposal Schedule. As described in ARTICLE XI - MOBILIZATION, such payment shall include setting up and demoing all plant equipment and materials at the job site; properly removing and salvaging all items as indicated by the Harbors; providing temporary barricades as required for Harbor operations during construction; cleaning up the job site and all other incidental work required to complete this item as shown on the Plans and described in these Specifications.

Item 2 - Installation, Maintenance, Monitoring, and Removal of BMP. Payment shall be made at the lump sum price bid in the Proposal Schedule. Such payment described in Article XII of these Specifications shall include providing, installing, maintaining, monitoring and removing measures required for BMP's regarding demolition, painting, and all other work associated with the project as described in Article XII, and all other incidental work required to complete this item.

Item 3 – Renovation Work. Payment shall be made at the lump sum price bid in the Proposal Schedule. Such payment shall include replacement of bird screens, toilet partitions and toilet accessories; demolition of half walls and countertops; removal of wainscot wall tile and grinding of CMU smooth; sealing and painting CMU walls; new furred walls; installing urethane flooring on self-leveling compound with new floor drains; and all other incidental work required to complete this item.

Item 4 – Plumbing Work. Payment shall be made at the lump sum price bid in the Proposal Schedule. Such payment shall include furnishing and installing new water closets, urinals, lavatories, floor drains, access panels and other incidental work required to complete this item.

Item 5 – Electrical Work. Payment shall be made at the lump sum price bid in the Proposal Schedule. Such payment shall include furnishing and installing new electrical panel, wiring, lighting, receptacles and all other incidental work required to complete this item.

ARTICLE XI - MOBILIZATION

11.1 GENERAL

- A. Related Documents - The General Provision of the contract, including the General Provisions for Construction Projects (2016) and General Requirements of the Specifications, apply to the work specified in this Section.
- B. General Requirements - Section 699 of "Hawaii Standard Specifications for Road and Bridge Construction, 2005," are hereby incorporated into and made a part of these specifications by reference unless otherwise modified hereinafter.
- C. Mobilization - The Contractor shall mobilize and transport his construction plant and equipment including materials and supplies for operation to the site of work, construct temporary buildings and facilities as necessary, and assemble the equipment at the site as soon as possible after receipt of Notice to Proceed, subject to the provisions of the General Provisions.
- D. Demobilization - The Contractor shall demobilize and transport his construction plant and equipment including materials, supplies and temporary buildings off the site as soon as possible after construction is completed. Demobilization shall include all cleanup required under this contract and as directed by the Construction Engineer. Demobilization and final cleanup shall be completed prior to final acceptance.

11.2 MATERIALS (Not Applicable)

11.3 EXECUTION (Not Applicable)

11.4 MEASUREMENT AND PAYMENT

- A. Method of Measurement
 - 1. Mobilization shall not be measured for payment. The maximum bid the sum of all items (excluding this item). If the proposal submitted by the bidder indicates an amount in excess of the allowable maximum, the indicated amount or amounts shall be reduced to the allowable maximum; the "Total Amount for Comparison of Bids," in the proposal schedule shall be adjusted to reflect any such reduction. For the purposes of comparing bids and determining the contract price to be inserted in the contract awarded to the bidder, if any is so awarded, the "Total Amount for

Comparison of Bids" adjusted in accordance with the foregoing shall be used and the bidder's proposal shall be deemed to have been submitted for the amounts as reduced and adjusted in accordance herewith."

2. Demobilization will not be measured for payment.

B. Basis of Payment

1. Mobilization will be paid for at the contract lump sum price under Mobilization. Partial payment will be made as follows:
 - a. When 2 1/2 percent of the original contract amount is earned, 50 percent of the bid amount will be paid.
 - b. When 5 percent of the original contract amount is earned, 75 percent of the bid amount will be paid.
 - c. When 10 percent of the original contract amount is earned, 100 percent of the bid amount will be paid.
 - d. Nothing herein shall be construed to limit or preclude partial payments otherwise provided by the contract.

11.5 PAYMENT - Payment for Mobilization shall be made as described in Article X of these Specifications.

ARTICLE XII - TEMPORARY WATER POLLUTION, DUST, AND EROSION
CONTROL

(For Project **NOT** Subject to NPDES NOI-C Permit)

12.1 DESCRIPTION - This section is required for all work, including the Contractor's storage sites. It describes the following:

- A. A detailed site-specific Best Management Practice (BMP) Plan including diagrams and narratives; constructing, maintaining, and repairing temporary water pollution, dust, and erosion control measures at the project site including local material sources, work areas and access roads; removing and disposing of wastes and hazardous wastes; and control of fugitive dust (defined as uncontrolled emission of solid airborne particulate matter from any source other than combustion). Additionally, all projects at Honolulu, Kalaehoa Barbers Point, and Kahului Harbors are subject to State of Hawaii, Department of Transportation (HDOT) Harbors, Storm Water Management Plan (SWMP) requirements, unless exempted, and are subject to Harbors Storm Water BMP inspections. If any requirement conflicts with those administered by State of Hawaii, Department of Health (HDOH), the Contractor shall follow the more stringent requirement.
- B. Compliance with applicable federal and other state permit conditions.
- C. Work associated with dewatering and hydrotesting activities and compliance with conditions of the NPDES general permit coverage authorizing discharges associated with construction activity dewatering and hydrotesting.

12.2 GENERAL REQUIREMENTS - In order to provide for the control of water pollution, dust, and erosion arising from the construction activities of the Contractor and his subcontractors in the performance of this contract, the work performed shall comply with all applicable federal, state, and local laws and regulations concerning water pollution control including, but not limited to, the following regulations:

- A. State of Hawaii, HDOH, Hawaii Administrative Rules (HAR) Chapter 11-54 – Water Quality Standards and Chapter 11-55 – Water Pollution Control.
- B. For projects at Honolulu, Kalaehoa Barbers Point, and Kahului Harbors ONLY, HDOT Harbors, Storm Water Management Plan.
- C. For projects at Honolulu, Kalaehoa Barbers Point, and Kahului Harbors ONLY, City and County of Honolulu (CCH), Rules Relating to Water Quality.

- D. For projects at Honolulu, Kalaeloa Barbers Point, and Kahului Harbors ONLY, CCH, Storm Water BMP Manual for Construction.
- E. 40 CFR Part 110, Environmental Protection Agency (EPA), Discharge of Oil.
- F. 40 CFR Part 117, EPA, Determination of Reportable Quantities for Hazardous Substances.
- G. 40 CFR Part 261, EPA, Identification and Listing of Hazardous Waste.
- H. 40 CFR Part 302, EPA, Designation, Reportable Quantities, and Notification.
- I. 49 CFR Part 171, U.S. Department of Transportation, Hazardous Materials Regulations.

12.3 MATERIALS - Materials shall conform to the following when applicable:

- A. Slope Drains. Slope drains may be constructed of pipe, fiber, mats, erosion control fabric, geotextiles, rubble, Portland cement concrete, bituminous concrete, plastic sheets, or other materials acceptable to the Construction Engineer.
- B. Grass. Grass shall be quick growing species such as rye grass, Italian grass, or cereal grasses. Grass shall be suitable to the area and provide a temporary cover that will not compete later with permanent cover. Alternative grasses are allowable if acceptable to the Construction Engineer.
- C. Fertilizer and Soil Conditions. Fertilizer and soil conditioners shall be a standard commercial grade acceptable to the Construction Engineer.
- D. Silt Fences. Silt fences shall be synthetic filter fabric mounted on posts and embedded in compacted ground in compliance with American Society for Testing and Materials (ASTM) D6462-03, Standard Practice for Silt Fence Installation.
- E. Berms. Berms shall be gravel or sand wrapped with geotextile material. Alternate materials are allowable if acceptable to the Construction Engineer.
- F. Alternate materials or methods to control, prevent, remove, and dispose of pollution are allowable if acceptable to the Construction Engineer.

12.4 CONSTRUCTION

A. Preconstruction Requirements.

1. Temporary Water Pollution, Dust, and Erosion Control Meeting.
The contractor shall be required to submit a site-specific BMP Plan to the Construction Engineer and address all comments by the Construction Engineer. After the Plan is accepted in writing by the Construction Engineer, the Contractor shall schedule a meeting with the Construction Engineer before the start of construction work to discuss the sequence of work, and plans and proposals for water pollution, dust, and erosion control.
2. Temporary Water Pollution, Dust, and Erosion Control Submittals.
The Contractor shall submit the site-specific BMP Plan to the Construction Engineer prior to the start of work for review of compliance with this Article. A site-specific BMP Plan template is available online at <https://hidot.hawaii.gov/harbors/malamaikeawakai/>, under **HDOT Harbors Construction and Post-Construction Programs - Documents and Forms.**
 - a. Written site-specific BMP Plan shall include the following as applicable:
 - 1) Identification of potential pollutants and their sources and other factors that may cause water pollution, dust, and erosion.
 - 2) A list of all material and heavy equipment to be used during construction. Vehicles and equipment shall be well maintained and free from any type of fluid leaks.
 - 3) Construction schedule.
 - 4) Name(s) of specific individual(s) designated responsible for water pollution, dust and erosion controls on the project site. Include home, business, and cellular telephone numbers, fax numbers, and e-mail addresses.
 - 5) Descriptions of the methods and devices used to eliminate certain pollutants (e.g., wastewater, fuels, solvents, detergents, toxic or hazardous substances) from discharging into state waters and drainage systems and provide details of BMP(s) to be

installed or utilized. Indicate approximate dates when BMP(s) will be installed and removed.

- 6) Description of maintenance and subsequent removal of BMP(s).
- 7) Method(s) of removal and disposal of solid and regulated hazardous wastes encountered or generated during construction. The Contractor is advised to procure regulated hazardous materials on an as-needed basis, as feasible. All excess regulated hazardous materials at the conclusion of this project shall remain the property of the Contractor and shall be removed from HDOT Harbors property upon the completion of the project.
- 8) Method(s) of removing and disposing concrete and asphalt pavement cutting slurry, concrete curing water, and hydrodemolition water.
- 9) Method(s) of containing, removing and disposing of demolition dust and debris to minimize the discharge of these pollutants into state waters and drainage systems.
- 10) Spill kit contents and location.
- 11) Fugitive dust control, including dust from grinding, sweeping, or brooming off operations or combination thereof.
- 12) Method(s) of storing and handling of regulated hazardous materials (e.g. oils, paints) and other products used for the project. Safety Data Sheets (SDS) for all regulated hazardous materials used during construction activities shall be kept on-site throughout the duration of the project and readily available upon inspection. All containers of regulated hazardous materials should be provided with secondary containment during storage. Regulated hazardous materials not specifically needed in the execution of this project shall not be brought or stored on site. As feasible, the Contractor is encouraged to use products that do not contain any regulated constituents. The use of green products is encouraged.

- 13) Method(s) of concrete washout/waste control.
- 14) Method(s) of managing material stockpiles to minimize erosion and dust.
- 15) Good housekeeping practices.
 - a) Minimize tracking of sediment offsite from project entrances and exits.
 - b) Litter management. The Contractor shall have a comprehensive housekeeping policy and shall actively enforce housekeeping requirements. Housekeeping items include, but are not limited to, cups, cans, bottles and other forms of lightweight litter, unattended containers of hazardous materials, concrete debris (e.g. dust, chips, and other sweepings), and discarded articles of disposable Personal Protective Equipment (e.g., earplugs, dust masks, and gloves). Employees who are specifically tasked with housekeeping duties shall be identified by name.
 - c) The Contractor should provide and maintain covered waste receptacles. No construction debris or other refuse that is generated as a result of project activities is to be disposed in HDOT Harbors -owned waste receptacles.
- 16) Provide plan(s)/drawing(s) showing location of followings when applicable:
 - a) Boundaries of the property and the locations where construction activities will occur, including:
 - i. Locations where earth-disturbing activities will occur (noting any sequencing of construction activities);
 - ii. Approximate slopes and drainage patterns with flow arrows before and after the construction;

- iii. Locations where sediment, soil, or other construction materials will be stockpiled;
 - iv. Locations of any contaminated soil or contaminated soil stockpiles;
 - v. Locations of any crossings of state waters;
 - vi. Designated points on the site where vehicle will exit onto paved roads;
 - vii. Locations of structures and other impervious surfaces upon completion of construction; and
 - viii. Locations of construction support activity areas.
- b) Locations of all state waters, including wetlands and indicate which water bodies are listed as impaired.
 - c) The boundary lines of any natural buffers.
 - d) Topography of the site, existing vegetative cover, and features (e.g., forest, pasture, pavement, structures), and drainage pattern(s) of storm water onto, over, and from the site property before and after major grading activities.
 - e) Storm water discharge locations, including locations of any storm drain inlets on-site and in the immediate vicinity of the site to receive storm water runoff from the project; and locations where storm water will be discharging to state waters (including wetlands).
 - f) Locations of all potential pollutant-generating activities.
 - g) Locations of storm water control measures; and

- h) Locations where chemicals will be used and stored.
 - 17) Procedures for notification of appropriate facility personnel, emergency response agencies, and regulatory agencies where a leak, spill, or other release containing a hazardous substance or oil in an amount equal to or in excess of a reportable quantity established under either 40 CFR Parts 110, 117, or 302, occurs during a 24-hour period. Contact information must be in locations that are readily accessible and available.
 - 18) The Contractor shall date and sign the site-specific BMP Plan.
- b. The Contractor shall keep the current Plan on-site or an easily accessible location throughout the duration of the project. Revisions to the Plan shall be included with the original plan. Modify contract documents to conform to revisions. Include actual date of installation and removal of BMP. Obtain written acceptance by the Construction Engineer before revising BMP. An updated Plan shall be kept on-site throughout the remainder duration of the project.

The Contractor shall follow guidelines in the “*The City and County of Honolulu Storm Water Best Management Practice Manual – Construction*,” (dated November 2011) in developing, installing, and maintaining BMP for the project. Additionally, the Contractor shall follow applicable *CCH Rules Relating to Water Quality* **for all projects at Honolulu, Kalaheo Barbers Point, and Kahului Harbors**, and use respective Soil Erosion Guidelines for other Maui, Kauai and Hawaii County projects. Information can be found at the respective County websites.

B. Construction Requirements are as follows.

- 1. No work shall be allowed to begin until submittals detailed in Subsection 12.4.A.2 – Temporary Water Pollution, Dust, and Erosion Control Submittals are completed and accepted in writing by the Construction Engineer. The Contractor shall prevent pollutants from entering state waters. These efforts shall address areas such as those that drain to water, are over water, or drain to storm drains adjacent and in the area of the project site. The

Contractor shall design, operate, implement, and maintain the Plan to ensure that storm water discharges associated with construction activities will not cause or contribute to a violation of applicable state water quality standards.

2. All projects at Honolulu, Kalaehoa Barbers Point, and Kahului Harbors are subject to HDOT Harbors SWMP requirements for construction at those harbors unless the project meets a specified exemption class. The requirements include, but are not limited to, construction site BMP initial, recurring (i.e. every two weeks from October through March and every two months otherwise), and final inspections at the frequencies outlined in the SWMP. No grading or land disturbance activities are allowed until the initial BMP inspection is completed and required BMPs are found to be properly installed.
3. Address all comments received from the Construction Engineer.
4. Modify and resubmit plans and construction schedules to correct conditions that develop during construction which were unforeseen during the design and pre-construction stages.
5. Coordinate temporary control provisions with permanent control features throughout the construction and post-construction period.
6. BMP shall be in place and operational until the construction is completed and accepted by Harbors.
7. Install and maintain either or both stabilized construction entrances and wheel washes to minimize tracking of dirt and mud onto roadways. Restrict traffic to stabilized construction areas only. Clean dirt, mud, or other material tracked onto the road immediately. Modify stabilized construction entrances to prevent mud from being tracked onto roadways.
8. Chemicals may be used as soil stabilizers for either or both erosion and dust control if acceptable to the Construction Engineer.
9. Cover exposed surface of materials completely with tarpaulin or similar device when transporting aggregate, soil, excavated material or material that may be a source of fugitive dust.
10. Cleanup and remove any pollutant that can be attributed to the Contractor.
11. Install or modify BMP due to change in the Contractor's means and methods, or for omitted condition that should have been

allowed for in the accepted site-specific BMP Plan or a BMP that replaces an accepted site-specific BMP that is not satisfactorily performing.

12. Properly maintain BMP.
 13. Remove, replace or relocate any BMP that must be removed, replaced or relocated due to potential or actual flooding, or potential danger or damage to the project or public.
 14. The Contractor's designated representative specified in Subsection 12.4.A.2.a.4 shall address any BMP concerns brought up by the Construction Engineer within 24 hours of notification, including weekends and holidays. Should the Contractor fail to satisfactorily address these concerns, the Construction Engineer reserves the right to employ outside assistance or use the Construction Engineer's own labor forces to provide necessary corrective measures. The Construction Engineer will charge the Contractor such incurred costs plus any associated project engineering costs. The Construction Engineer will make appropriate deductions from the Contractor's monthly progress estimate. Failure to apply BMP shall result in either or both the establishment and increase in the amount of retainage due to unsatisfactory progress or withholding of monthly progress payment. Continued failure to apply BMP may result in one or more of the following: The Contractor being fully responsible for all additional costs incurred by HDOT Harbors including any fines levied by HDOH, suspension of the Contract, or cancellation of the Contract.
- C. Hydrotesting Activities. If work includes removing, relocation or installing waterlines, and the Contractor elects to flush waterline or discharge hydrotesting effluent into state waters or drainage systems, obtain a Notice of General Permit Coverage (NGPC) authorizing discharges associated with hydrotesting waters from the HDOH Clean Water Branch (CWB). If a permit is required, prepare and submit permit application (CWB-Notice of Intent (NOI) Form F) to the HDOH CWB.
- Do not begin hydrotesting activities until the HDOH CWB has issued a NGPC. Hydrotesting operations shall be in accordance with conditions in the NGPC. Submit a copy of the NPDES Hydrotesting Waters Application and Permit to the Construction Engineer.
- D. Dewatering Activities. If excavation or backfilling operations requires dewatering, and the Contractor elects to discharge dewatering effluent into state waters or existing drainage systems, obtain an NGPC authorizing discharges associated with construction activity dewatering from the

HDOH CWB. If a permit is required, prepare and submit permit application (CWB-NOI Form G) to the HDOH CWB.

Do not begin dewatering activities until the HDOH-CWB has issued an NGPC. Conduct dewatering operations in accordance with the conditions in the NGPC. Submit a copy of the NPDES Dewatering Application and Permit to the Construction Engineer.

12.5 MEASUREMENT

- A. Installation, maintenance, monitoring, and removal of the BMP will be paid on a lump sum basis. Measurement for payment will not apply.
- B. The Construction Engineer will only measure additional water pollution, dust, and erosion control required and requested by the Construction Engineer on a force account basis in accordance with Subsection 109.06 - Force Account Provisions and Compensation of the *“Hawaii Standard Specification for Road and Bridge Construction, 2005.”*

12.6 PAYMENT - Payment for Temporary Water Pollution, Dust, and Erosion Control shall not be measured and paid for separately but shall be considered incidental to the applicable items described in Article X of these Specifications.

No progress payment will be authorized until the Construction Engineer accepts in writing the site-specific BMP Plan or when the Contractor fails to maintain the project site in accordance with the accepted BMP Plan.

The Contractor shall reimburse the State of Hawaii within 30-day for the full amount of all outstanding costs incurred by the State of Hawaii for all citations or fines received as a result of the Contractor's non-compliance with regulations.

ARTICLE XIII – SELECTIVE DEMOLITION

13.1 GENERAL

- A. Provide all materials, labor, equipment, and tools necessary to complete selective demolition work as indicated by the design intent of the drawings.
- B. It shall be the responsibility of the Contractor to examine the project site and determine for himself the existing conditions.
- C. Selective demolition work includes but is not limited to selective demolition, removal, and subsequent disposal of all materials indicated or required to be removed.
- D. Execute all work in an orderly and careful manner with due consideration for all items of work to remain.
- E. Obvious conditions which exist on the site shall be accepted as part of the work, even though they may not be clearly indicated on the Drawings and/or described herein, or may vary therefrom.
- F. All debris of any kind accumulated from the work of this Section shall be disposed of off the Site.
- G. Protect all existing conditions surrounding the work area, including but not limited to walkways, adjacent roofs not in scope of work, etc. at all times from damage.
- H. Any damage as a result of demolition work and any neglect to provide protection shall be fixed new at no cost to the State.
- J. Demolish and remove, including but not limited to, existing damaged roof framing end blocking and sheathing; portions of existing roof drain downspout piping, etc.

13.2 SUBMITTALS

Schedule: Submit two copies of schedule indicating proposed methods and sequence of operations for selective demolition work to the Engineer for review prior to commencement of work. Include coordination for temporary shut-off and continuation of utility services as required, together with details for dust and noise control protection.

13.3 JOB CONDITIONS

- A. Condition of Structure: The State assumes no responsibility for actual condition of items or portions of structure to be demolished.
- B. Existing Conditions: Conditions existing at time of commencement of contract will be maintained by the State insofar as practicable.
- C. Occupied Spaces: Do not interfere with use of adjacent occupied spaces. Maintain free and safe passage to and from occupied spaces.
- D. Partial Demolition and Removal: Items indicated to be removed but of salvageable value to Contractor, may be removed from structure as work progresses. Transport salvaged items from site as they are removed. Storage or sale of removed items on site will not be permitted.
- E. Utility Services: The existence of above and below ground and exposed and concealed utility lines other than those shown on the drawings is not definitely known. Should any other utility lines be encountered, the Contractor shall immediately notify the Engineer and follow his direction as to procedure. Maintain existing utilities indicated to remain, keep in service, and protect against damage during demolition operations. Do not interrupt existing utilities serving occupied building or facilities, except when authorized in writing by the Engineer. Outages and interruptions must be accepted in advance by the Engineer. Submit written notice of outages and interruptions not less than fourteen days in advance of intended outage. Report damage, however slight, immediately. Do not repair or reconstruct any pipe, conduit, or installation without authorization, except perform emergency repairs immediately.
- E. Dust Control:
 - 1. Keep dust within acceptable levels at all times, including nonworking hours, weekends and holidays, in conformance with Chapter 60.1 – Air Pollution Control of the State Department of Health, Public Health Regulations, latest edition.
 - 2. Mechanical dry sweeping not permitted. Vacuuming, wet mopping, approved limited dry hand, wet or damp sweeping is acceptable.
 - 3. During loading operations, water down debris and waste materials to allay dust.
 - 4. The method of dust control and all costs incurred thereof shall be the responsibility of the Contractor.

F. Noise Control:

1. Noise shall be kept within acceptable levels at all times in conformance with State Department of Health, Title II, Administrative Rules, Chapter 46 – Community Noise Control.
2. The Contractor shall obtain and pay for community noise permit from the State Department of Health when the construction equipment or other devices emit noise at a level exceeding the allowable limits.
3. All internal combustion engine powered equipment shall have mufflers to minimize noise and shall be properly maintained to reduce noise to acceptable levels.
4. Starting up of on-site vehicular equipment meeting allowable noise limits shall not be done prior to 6:45 a.m. without prior acceptance of the Engineer. Equipment exceeding allowable noise limits shall not be started up prior to 7:00 a.m.
5. Conform to noise control related to events at the project site or adjoining facilities as directed by the Engineer.

G. Other Controls:

1. Wherever trucks and/or vehicles leave the site and enter surrounding paved streets, the Contractor shall prevent any material from being carried onto the pavement. Waste water shall not be discharged into existing streams, waterways, or drainage systems such as gutter and catch basins unless treated to comply with Department of Health pollution regulations.
2. Trucks hauling materials shall be covered as required by PUC regulation. Trucks hauling fine materials shall be covered.
3. Existing Conditions: The Contractor shall be responsible for protection of existing conditions for the entire duration of the project. Damage to the existing conditions as a result of the work of this section shall be corrected at no additional cost to the State.

13.4 INSPECTION – Prior to commencement of selective demolition work, inspect areas in which work will be performed. Inventory existing conditions of surfaces, equipment or surrounding properties which could be misconstrued as damage resulting from selective demolition work; photograph, video or otherwise document and file with the Engineer prior to starting work. No compensation from the State shall be provided without proof of existing damage by the Contractor.

13.5 BARRICADES

- A. Erect temporary barricades as required, to prevent people from entering into project area to the extent as accepted by the Engineer. The extent of barricade may be adjusted as necessary with the acceptance of the Engineer. This work shall be accomplished at no extra cost to the State.
- B. When necessary, the Contractor shall provide, erect and maintain barriers, etc., as required by traffic and safety regulations with special attention to protection of life.

13.6 SELECTIVE DEMOLITION

- A. Perform selective demolition work, including all exterior and interior improvements indicated on the drawings, in a systematic manner. Use such methods as required to complete work indicated on drawings in accordance with demolition schedule and governing regulations.
 - 1. Demolish concrete in small sections. Cut concrete at junctures with construction to remain using power-driven masonry saw or hand tools; do not use power-driven impact tools.
 - 2. Provide services for effective air and water pollution controls as required by local authorities having jurisdiction. All dust shall be suppressed by a fog spray or other approved method.
 - 3. Water and sewer facilities shall be available and in operating condition at all times.
 - 4. The Contractor shall protect window and door openings from weather immediately following demolition.
- B. If unanticipated mechanical, electrical or structural elements which conflict with intended function or design are encountered, investigate and measure both nature and extent of the conflict. Submit report to the Engineer in written, accurate detail. Pending receipt of directive from the Engineer rearrange selective demolition schedule as necessary to continue overall job progress without delay.

13.7 PROTECTIONS – Provide temporary barricades and other forms of protection as required to protect the general public from injury due to selective demolition work.

- A. Provide interior and exterior shoring, bracing, or support to prevent movement, settlement, or collapse of structure or elements to be removed, and adjacent facilities or work to remain.

- B. Protect from damage existing finish work that is to remain in place and becomes exposed during demolition operations.
- C. Life safety procedures and provisions shall be in conformance with all applicable Federal, State, and City and County regulations, including OSHA.
- D. Remove protections at completion of work.

13.8 DAMAGES – Promptly repair damages caused to adjacent facilities by demolition work at no cost to the State.

13.9 DISPOSAL OF DEMOLISHED MATERIALS – Remove debris, rubbish, and other materials resulting from demolition operations from building site daily. Transport and legally dispose of materials off site.

- A. If hazardous materials are encountered during demolition operations, comply with applicable regulation, laws, and ordinances concerning removal, handling, and protection against exposure or environmental pollution.
- B. Burning of removed materials is not permitted on project site.

13.10 CLEAN-UP AND REPAIR

- A. Upon completion of demolition work, remove tools, equipment, and demolished materials from site. Remove protections and leave interior areas broom clean.
- B. Repair demolition performed in excess of that required. Return structures and surfaces to remain to condition existing prior to commencement of selective demolition work. Repair adjacent construction or surfaces soiled or damaged by selective demolition work.
- C. Return temporarily relocated furniture, equipment, supplies back to their original locations per existing conditions following completion of floor repair work to make space ready for next business day for Harbors operations.

13.11 PAYMENT – Payment for Selective Demolition shall be made as described in Article X of these Specifications.

ARTICLE XIV – BIRD SCREENS

14.1 GENERAL

- A. Work under this Article includes furnishing all labor, materials and equipment necessary to replace bird screens at existing louvers.

14.2 MATERIALS

- A. Prefabricated bird screen type shall be Greenheck, or approved equal
 - 1. Stainless Steel (300s series)
 - 2. 1/2"x0.047"
 - 3. Square mesh cloth .047"
 - 4. 70% free area

14.3 CONSTRUCTION METHODS

- A. Delivery, Storage, and Handling – Store materials in accordance with the manufacturer's recommendations.
 - 1. Installation
 - a. Wash existing louvers and remove and replace deteriorated bird screens.
 - b. Screws shall penetrate prefabricated holes from pervious bird screen.

14.4 PAYMENT - Payment for bird screens shall be made as specified in Article X of these specifications.

ARTICLE XV – URETHANE FLOOR COATING

15.1 SUMMARY

The work to be done under this Article consists of remove and dispose of the existing floor tile, preparing the existing substrate, and installing new floor coating as indicated on the drawings.

15.2 SUBMITTALS

- A. Product Data: Manufacturer's data sheets on each product to be used, including:
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Installation methods.
- B. Shop Drawings: Installation and seaming plan, showing joints, termination details, and interface with other materials.
- C. Verification Samples: Two 8-1/2 by 11 inch (210 by 250 mm) pieces showing finish, pattern, color, and backing with label.
- D. Manufacturer's Certificates: Certify products meet or exceed specified requirements.

15.3 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in providing products of the type specified in this section, with minimum of 25 years documented experience with products in use.
- B. Installer Qualifications: Company specializing in installing products of the type specified with trained installer and currently authorized by manufacturer.

15.4 DELIVERY, STORAGE, AND HANDLING

- A. Deliver and store products in manufacturer's original containers, dry and undamaged, with seals and labels intact until ready for installation.
 - 1. Label uncured materials, both sheets and canned goods, with date of manufacturer and shelf life.

2. Do not use creased or damaged sheets.
 3. Do not use products after end of shelf life.
- B. Store and handle materials to prevent damage.
1. Place materials on pallets.
 2. Prevent creasing of rolled materials.
 3. Do not use polyethylene to cover stored materials (canvas tarpaulins are acceptable).
 4. Keep containers closed, except when removing materials from them.
- C. Keep materials at temperature between 40 degrees F (4.4 degrees C) and 80 degrees F (26.6 degrees C); if adhesives are exposed to lower temperature, verify useability with manufacturer before using.

15.5 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.

15.6 WARRANTY

- A. Provide manufacturer's 15-year warranty for membrane leaks due to a manufacturing defect, covering materials, and/or repair and replacement labor.

15.7 MANUFACTURERS

- A. Manufacturer: Provide products of Tnemec Company Inc. 123 West 23rd Avenue, North Kansas City, MO 64120 Tel: 816-483-3400; Website: www.tnemec.com.
- B. Pre-approved products of equal or better quality from other manufacturers are acceptable.

15.8 MATERIALS

- A. Products: Provide the following or approved equal:
1. Mortarcrete Series 217

2. Strata-Quartz HS-HT.

B. Mortarcrete Series 217:

1. Primer: Series 217 Bond Coat.

a. Existing surface to be prepped to a CSP-3 by diamond grinding and/or hand grinding.

C. Strata-Quartz HS-HT:

1. Primer: Mortarcrete Series 217.

2. Base Coating: Series N222 Deco-Tread.

3. Grout Coat: Series N222 Deco-Tread.

4. Finish Coat: Series 247 EverThane.

5. Cove Base: Series N222 Deco-Tread mixed with aggregate.

6. Color and Finish: to be selected by Architect.

7. Slip Resistance: Tested to meet ADA requirements.

C. Miscellaneous Accessories:

1. Provide Surface Conditioners, Adhesives, Sealants, Fillers, and Cleaners as required for proper installation.

2. Provide mechanical fastening devices color coordinated to membrane color.

15.9 EXAMINATION

A. Do not begin installation until substrates have been properly prepared.

B. Verify properly sloped to drain.

1. Clean, dry and smooth, free of depressions, waves, and projections.

C. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

15.10 PREPARATION

- A. General: Prepare and clean substrates according to resinous flooring manufacturer's written instructions for substrate indicated. Provide clean, dry, and neutral Ph substrate for resinous flooring application.
- B. Concrete Substrates: Provide sound concrete surfaces free of laitance, glaze, efflorescence, curing compounds, form-release agents, dust, dirt, grease, oil, and other contaminants incompatible with resinous flooring.
 - 1. Mechanically prepare substrates as follows:

Shot-blast surfaces with an apparatus that abrades the concrete surface, contains the dispensed shot within the apparatus, and recirculates the shot by vacuum pickup or Diamond Grind with dust free system.
 - 2. Repair damaged and deteriorated concrete according to resinous flooring manufacturer's written recommendations.
 - 3. Verify that concrete substrates are dry.
 - a. Perform in situ probe test, ASTM F 2170. Proceed with application only after substrates do not exceed a maximum potential equilibrium relative humidity of 80 percent.
 - b. Perform anhydrous calcium chloride test, ASTM F 1869. Proceed with application only after substrates have maximum moisture-vapor-emission rate of 6 lb of water/1000 sq. ft. of slab in 24 hours.
 - c. Perform additional moisture tests recommended by manufacturer. Proceed with application only after substrates pass testing.
- C. Use patching and fill material to fill holes and depressions in substrates according to manufacturer's written instructions.
- D. Treat control joints and other nonmoving substrate cracks to prevent cracks from reflecting through resinous flooring according to manufacturer's written recommendations. Allowances for Stonproof CT5.

15.11 INSTALLATION

- A. Install in accordance with manufacturer's instructions and applicable codes.
- B. Install in accordance with CGSB-37-GP-55M.
- C. Do not install when temperature is below 25 degrees F (minus 3.8 degrees C) or above 98 degrees F (36.6 degrees C). Do not install when winds are

gusting over 30 mph (48.3 kph).

- D. Do not dilute primers, adhesives, coatings, or sealants.
- E. Install membrane with minimum number of seams possible. Overlap seams 3/4 inch (19 mm), to shed water; heat-weld all seams.
- F. Adhere membrane to substrate.
- G. Mechanically fasten all perimeter edges and penetrations.

15.12 CLEANING, PROTECTING, AND CURING

- A. Cure resinous flooring materials in compliance with manufacturer's directions, taking care to prevent contamination during stages of application and prior to completion of curing process. Close area of application for a minimum of 24 hours.
- B. Protect resinous flooring materials from damage and wear during construction operation. Where temporary covering is required for this purpose, comply with manufacturer's recommendations for protective materials and method of application. General Contractor is responsible for protection and cleaning of surfaces after final coats.
- C. Cleaning: Remove temporary covering and clean resinous flooring just prior to final inspection. Use cleaning materials and procedures recommended by resinous flooring manufacturer. General contractor is responsible for cleaning prior to inspection.

15.13 PAYMENT: Payment for Urethane Flooring shall be made as described in Article X of these Specifications.

ARTICLE XVI - JOINT SEALANTS

16.1 SUMMARY

- A. Provide all sealants to completely close all joints indicated on the drawings or specified to be sealed to a watertight condition, including the following:
 - 1. Interior joints.
- B. Related Work Specified Elsewhere:
Article XVIII – PAINTING: Coordinate work.

16.2 SUBMITTALS

- A. Product Data: Submit manufacturer’s product data and specifications for type of sealant required for approval.
- B. Color Samples: Submit color finish samples of each sealant for approval.
- C. Product Certificates: Submit certificates signed by manufacturers of joint sealants certifying that products furnished comply with requirements and are suitable for the use indicated.
- D. Guaranty: Submit guaranty as noted under item entitled “GUARANTY” hereinbelow.

16.3 GUARANTY

The Contractor shall submit a written guaranty on the sealant for a two (2) year period after the project acceptance date. The guaranty shall provide for the repair of all leaks as well as repair and replacement of sealant and damage to the building and/or its finishes at no cost to the Harbors.

16.4 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer who has specialized in installing joint sealants similar in material, design, and extent to those indicated for this Project and whose work has resulted in joint-sealant installations with a record of successful in-service performance.
- B. Source Limitations: Obtain each type of joint sealant through one source from a single manufacturer.

- C. Preconstruction Compatibility and Adhesion Testing: Use manufacturers standard test methods to determine whether priming and other specific joint preparation techniques are required to obtain rapid, optimum adhesion of joint sealants to joint substrates.
- D. Compatibility: Verify that each of the sealants are compatible for use with joint substrates.

16.5 PERFORMANCE REQUIREMENTS

- A. Provide exterior joint sealants that establish and maintain watertight and airtight continuous joint seals without staining or deteriorating joint substrates.
- B. Provide joint sealants for interior applications that establish and maintain airtight and water resistant continuous joint seals without staining or deteriorating joint substrates.

16.6 PRODUCT HANDLING

- A. Delivery: Deliver sealants to the jobsite in sealed containers labeled to show the designated name, formula, or specification number, lot number, color, date of manufacture, shelf life, curing time, manufacturer's directions, and name of manufacturer.
- B. Storage: Store and handle materials in compliance with manufacturer's written instructions to prevent their deterioration or damage due to moisture, high temperatures, contaminants, or other causes.

16.7 PROJECT CONDITIONS

- A. Inspection: Examine joint surfaces and backing, and their anchorage to the structure, and condition under which joint sealer work is to be performed, and notify Contractor in writing of conditions detrimental to proper completion of the work and performance of sealers. Do not proceed with joint sealer work until unsatisfactory conditions have been corrected in a manner acceptable to Installer.
- B. Weather Conditions: Do not proceed with installation of sealants under adverse weather conditions. Proceed with the work only when forecasted weather conditions are favorable for proper cure and development of high early bond strength.

16.8 MATERIALS

- A. Sealant Backer Rod: Compressible rod stock of polyethylene foam, polyethylene-jacketed polyurethane foam, butyl rubber foam, neoprene foam or other flexible, permanent, durable, nonabsorptive material as recommended for compatibility with sealant by the sealant manufacturer to control the joint depth for sealant placement, to break bond of sealant at bottom of joint, to form optimum shape of sealant bead on back side, and to provide a highly compressible backer which will minimize the possibility of sealant extrusion when joint is compressed.
- B. Bond-Breaker Tape: Polyethylene tape or other plastic tape as recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint filler materials or joint surfaces at back of joint where such adhesion would result in sealant failure.
- C. Primer for Sealants: Non-staining, as recommended by the sealant manufacturer.
- D. Masking Tape: Non-staining, non-absorbent material compatible with joint sealants and surfaces adjacent to joints.
- E. Sealants:
 - 1. Sealant No. 2, At Interior Vertical and Overhead Joints: Non-Elastomeric Sealant; acrylic-emulsion type, conforming to ASTM C 834. Provide one of the following, or approved equal products of other manufacturers:
 - a. AC-20 Acrylic Latex; Pecora Corp.
 - b. Chem-Calk 600; Bostik Inc.
 - c. Tremflex 834; Tremco.

16.9 MANUFACTURER'S INSTRUCTIONS

Comply with manufacturer's printed instructions except where more stringent requirements are shown or specified, and except where manufacturer's technical representative directs otherwise.

16.10 EXAMINATION

Examine joints indicated to receive joint sealers, with Installer present, for compliance with requirements for joint configuration, installation tolerances and

other conditions affecting joint sealer performance. Do not proceed with installation of joint sealers until unsatisfactory conditions have been corrected.

16.11 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealers to comply with recommendations of joint sealer manufacturers and the following requirements:
1. Remove all foreign material from joint substrates which could interfere with adhesion of joint sealer, including dust; paints, except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer; oil; grease; water; and surface dirt.
 2. Clean concrete, masonry, and similar porous joint substrate surfaces, by brushing, grinding, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealers. Remove loose particles remaining from above cleaning operations by vacuuming or blowing out joints with oil-free compressed air.
 3. Remove laitance and form release agents from concrete.
 4. Clean metal, glass, glazed surfaces of hard tile; and other nonporous surfaces by chemical cleaners or other means which are not harmful to substrates or leave residues capable of interfering with adhesion of joint sealers.
- B. Joint Priming: Prime joint substrates where indicated or where recommended by joint sealer manufacturer based on preconstruction joint sealer-substrate tests or prior experience. Apply primer to comply with joint sealer manufacturer's recommendations. Confine primers to areas of joint sealer bond, do not allow spillage or migration onto adjoining surfaces.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant with adjoining surfaces which otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

16.12 INSTALLATION OF JOINT SEALERS

- A. General: Comply with joint sealer manufacturers' printed installation instructions applicable to products and applications indicated, except where more stringent requirements apply. Do not apply sealants on wet surfaces.
- B. Sealant Installation Standard: Comply with recommendations of ASTM C 1193 for use of joint sealants as applicable to materials, applications and conditions.
- C. Latex Sealant Installation Standard: Comply with requirements of ASTM C 790 for use of latex sealants.
- D. Acoustical Sealant Application Standard: Comply with recommendations of ASTM C 919 for use of joint sealants in acoustical applications.
- E. Installation of Sealant Backings: Install sealant backings to comply with the following requirements:
 - 1. Install joint fillers of type indicated to provide support of sealants during application and at position required to produce the cross-sectional shapes and depths of installed sealants relative to joint widths which allow optimum sealant movement capability.
 - a. Do not leave gaps between ends of joint fillers.
 - b. Do not stretch, twist, puncture, or tear joint fillers.
 - c. Remove absorbent joint fillers which have become wet prior to sealant application and replace with dry material.
 - 2. Install bond breaker tape between sealants and joint fillers, compression seals, or back of joints where adhesion of sealant to surfaces at back of joints would result in sealant failure.
 - 3. Install compressible seals serving as sealant backings to comply with requirements indicated above for joint fillers.
- F. Primer: Immediately prior to application of the sealant, clean out all loose particles from joints. Where recommended by sealant manufacturer, apply primer to joints in concrete, masonry units, wood, and other porous surfaces in accordance with compound manufacturer's instructions. Do not apply primer to exposed finish surfaces.

- G. Installation of Sealants: Install sealants by proven techniques that result in sealants directly contacting and fully wetting joint substrates, completely filling recesses provided for each joint configuration, and providing uniform, cross-sectional shapes and depths relative to joint widths which allow optimum sealant movement capability.
- H. Tooling of Non-sag Sealants: Immediately after sealant application and prior to time skinning or curing begins, tool sealants to form smooth, uniform beads of configuration indicated, to eliminate air pockets, and to ensure contact and adhesion of sealant with sides of joint. Remove excess sealants from surfaces adjacent to joint. Do not use tooling agents which discolor sealants or adjacent surfaces or are not approved by sealant manufacturer.
1. Provide concave joint configuration per Figure 5A in ASTM C 1193, unless otherwise indicated.
 2. Provide flush joint configuration per Figure 5B in ASTM C 1193, where indicated.

16.13 CLEANING

Clean off excess sealants or sealant smears adjacent to joints as work progresses by methods and with cleaning materials approved by manufacturers of joint sealers and of products in which joints occur.

16.14 PROTECTION

Protect joint sealers during and after curing period from contact with contaminating substances or from damage resulting from construction operations or other causes so that they are without deterioration or damage at time of project acceptance. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealers immediately and reseal joints with new materials to produce joint sealer installations with repaired areas indistinguishable from original work.

16.15 PAYMENT – Payment for Joint Sealants shall not be paid for separately but shall be considered incidental to the items described in Article X of these Specifications.

ARTICLE XVII – GYPSUM BOARD

17.1 SUMMARY

- A. Provide all gypsum board where indicated on the drawings and as specified herein. Work shall include, but not be limited to, the following:
 - 1. Interior gypsum boards.
 - 2. Non-load bearing studs.

17.2 SUBMITTALS

- A. Submit in accordance with these Specifications.
- B. Product Data: Submit product data for each type of product specified. Include manufacturer's recommended installation instructions.
 - 1. Fasteners
 - 2. Joint treatment materials
 - 3. Accessories
 - 4. Cementitious backer units

17.3 QUALITY ASSURANCE

- A. Industry Standard: Comply with applicable requirements of GA-216, "Application and Finishing of Gypsum Board", by the Gypsum Association, except where more detailed or more stringent requirements are indicated, including the recommendations of the manufacturer, and GA-214, "Recommended Specification: Levels of Gypsum Board Finish", by the Gypsum Association.
- B. Fire Resistance: For walls and ceiling where indicated or requiring fire-resistance-rated gypsum board assemblies, comply with following requirements:
 - 1. Fire-Resistance Ratings: As indicated by GA File Numbers in GA-600, "Fire Resistance Design Manual", or design designations in UL "Fire Resistance Directory" or in the listing of another testing and inspecting agency acceptable to authorities having jurisdiction.
 - 2. Gypsum board assemblies indicated are identical to assemblies tested for fire resistance according to ASTM E 119 by an

independent testing and inspecting agency acceptable to authorities having jurisdiction.

17.4 PRODUCT HANDLING - Deliver gypsum board materials in sealed containers and bundles, fully identified with manufacturer's name, brand, type, and grade; store in a dry well-ventilated space, protected from the weather, under cover, and off the ground. Stack gypsum panels flat to prevent sagging.

17.5 MATERIALS

- A. Fiber Reinforced Interior Gypsum Board ASTM C1278: Standard Classification for Fiber Reinforced Interior Gypsum Panel Products.
 - 1. Basis of Design: Subject to compliance with project requirements, the design is based on the following: “USG Corporation, Fiberock® Brand Aqua-Tough™ Abuse Resistant Panels Regular and Type X Panels”.
 - a. Abrasion Resistance; Level 1.
 - b. Indentation Resistance; Level 1.
 - c. Soft Body Impact Resistance; Level 2.
 - d. Hard Body Impact Resistance; Level 1
 - 2. UL Type Designation “FRX-G”.
 - 3. ASTM E84 Surface-Burning Characteristics:
 - a. Flame Spread: 5.
 - b. Smoke Developed: 0.
 - 4. Thickness: 5/8”
 - 5. Length: 8’-0”
 - 6. Widths: 48”
 - 7. Weight: 3.1 lb./ft².
 - 8. Long Edges: Tapered.

17.6 EXAMINATION - Verify that framing and furring are securely attached and of sizes and spacing to provide a suitable substrate to receive gypsum board. Verify that all blocking, headers and supports are in place to support plumbing fixtures and to receive soap dishes, grab bars, and similar items. Do not proceed with work until framing and furring are acceptable for application of gypsum board and unsatisfactory conditions have been corrected.

17.7 APPLICATION OF CEMENTITIOUS BACKER UNITS

- A. Application: Apply cementitious backer units in accordance with ANSI A108.11.
- B. Joint Treatment: ANSI A108.11

17.8 INSTALLATION OF STEEL FRAMING, GENERAL

- A. Steel Framing Installation Standard: Install steel framing to comply with ASTM C 754 requirements that apply to framing installation.
- B. Install supplementary framing, blocking, and bracing at terminations in the work and for support of fixtures, equipment services, heavy trim, grab bars, toilet accessories, furnishings, and similar construction to comply with details indicated and with recommendations of gypsum board manufacturer, or if none available, with "Gypsum Construction Handbook" published by United States Gypsum Co.

17.9 INSTALLATION OF STEEL FRAMING FOR WALLS AND PARTITIONS AND SOFFIT FRAMING

- A. Install runners (tracks) at floors, and structural walls and columns where gypsum drywall stud system abuts other construction. Where studs are installed directly against exterior walls, install asphalt felt strips between studs and wall.
- B. Install each steel framing and furring member so that fastening surface do not vary more than 1/8-inch from plane of faces of adjacent framing. Align plumb and square.
- C. Extend partition framing full height to structural supports, unless otherwise indicated. Continue framing over frames for doors and openings to provide support for gypsum board.
- D. Install steel studs and furring in sizes and at spacings indicated but not less than that required by referenced steel framing installation standard. For single layer construction, 16-inches on center, except as otherwise indicated.

- E. Frame door openings to comply with details indicated, with GA-219 and with applicable published recommendations of gypsum board manufacturer. Attach vertical studs at jambs with screws either directly to frames or to jamb anchor clips on door frames; install runner track section (for cripple studs) at head and secure to jamb studs.
- F. Frame openings other than door openings to comply with details indicated, or if none indicated, in same manner as required for door openings.

17.10 PROTECTION - Provide final protection and maintain conditions, in a manner suitable to installer, which ensures gypsum drywall construction being without damage or deterioration at time of project acceptance.

17.11 PAYMENT - Payment for Gypsum Board shall not be made separately but shall be considered incidental to the other contract items described in Article X of these Specifications.

ARTICLE XVIII – PAINTING

18.1 SUMMARY

- A. Provide painting and finishing of items and surfaces as called for in the drawings. Paint all new work whether scheduled or not, except as otherwise indicated. Surface preparation, priming, and coats of paint specified are in addition to shop-priming and surface treatment specified under other sections of the work and included in this section.
- B. The work includes field painting of exposed bare and covered pipes and conduits (including color coding), and of hangers, exposed steel and iron work, and primed metal surfaces of equipment installed under the electrical work, such as junction boxes, raceways, and cabinets, except as otherwise indicated.
- C. "Paint" as used herein means all coating systems materials, including primers, enamels, sealers, and fillers, and other applied materials whether used as prime, intermediate or finish coats, except as specifically noted herein.
- D. Paint all new exposed surfaces and adjacent areas whether or not colors are designated in "schedules". Where items or surfaces are not specifically mentioned, paint these the same as adjacent similar materials or areas. If color or finish is not designated, submit standard colors available for the materials systems specified for selection as per submittals.

18.2 PAINTING NOT INCLUDED - The following categories of work are not included as part of field applied paint and finish work.

- A. Pre-Finished Items: Unless otherwise indicated, do not include painting for factory-finished or installer finished items such as (but not limited to) solid phenolic, plastic laminate, acoustic materials, high performance organic coated metal, finished mechanical and electrical equipment, including light fixtures, switchgear, and distribution cabinets, etc.
- B. Finished Metal Surfaces: Metal surfaces of anodized aluminum, stainless steel, chromium plate, copper, and similar finished materials will not require finish painting, unless otherwise indicated.
- C. Labels: Do not paint over any code-required labels, such as Underwriters' Laboratories, or any equipment identification, performance rating, name, or nomenclature plates.

18.3 SUBMITTALS

- A. Schedule of Finishes: Submit painting finish schedule. The schedule shall indicate surface to be painted, manufacturer, product no., the spread rate which the proposed paint/coating will be applied that are necessary to achieve the final dry film thickness indicated under item entitled "SCHEDULE OF FINISHES" hereinbelow.
- B. Color Samples:
 - 1. Submit color finish samples for approval by the Harbors.
 - 2. Submit, after the color finish sample has been approved, one set of color finish samples painted onto 8-1/2 inch x 11-inch cardboard. The cardboard shall be divided into 4 horizontal strips and painted as follows:
 - a. Prime 3 strips starting from the bottom.
 - b. 1st coat bottom 2 strips.
 - c. 2nd coat bottom strip.
- C. Schedule of Operations: Submit, before work on the project is commenced, work schedule showing his sequence of operations and dates.
- D. Warranty: Submit written warranty as noted under item entitled "WARRANTY" hereinbelow.

18.4 WARRANTY

- A. The Contractor shall provide written warranty that the work performed under this section conforms to the contract requirements and is free of any defect of workmanship performed by the Contractor. Such warranty shall continue for a period of two (2) years from the project acceptance date during which period the Contractor shall remedy at his own expense any such failure to conform or any such defect.
- B. The Contractor shall guarantee that the work performed under this section conforms to the contract requirements and is free of any defect of workmanship performed by the Contractor. Such guarantee shall continue for a period of two (2) years from the project acceptance date during which period the Contractor shall remedy at his own expense any such failure to conform to any such defect.
- C. Should the Contractor fail to remedy any failure or defect described in

Paragraph A. above within 10 working days after receipt of notice thereof, the Harbors shall have the right to repair or otherwise remedy such failure or damage at the Contractor's expense.

18.5 ANALYZING AND TESTING

- A. All paint applied thickness shall be subject to testing whenever the Construction Engineer deems necessary to determine conformation to the requirements of these specifications. Should testing by a laboratory be required, the laboratory shall be selected by the Harbors and the cost of testing shall be borne by the Contractor. Should test results show that the paint is in compliance with this specification, the cost will also be borne by the Contractor.
- B. Where the required paint thickness is deficient, the affected surface(s) shall be recoated as necessary to provide the required paint thickness at Contractor's own expense.

18.6 SPECIAL REQUIREMENTS

- A. Codes: The Contractor shall comply with the HIOSH codes and regulations (Occupational Safety and Health Law) and all pollution control regulations of the State Department of Health.
- B. Safety methods used during coating application shall comply with SSPC-PA Guide 3.
- C. Protection
 - 1. Persons:
 - a. The Contractor shall take all necessary precautions to protect public pedestrians, including tenants from injury.
 - b. The Contractor shall provide, erect and maintain safety barricades around scaffolds, hoists, and wherever Contractor's operations create hazardous conditions in order to properly protect the public and tenants.
 - 2. Completed Work: The Contractor shall provide all necessary protection for wet paint surfaces.
 - 3. Protective Covering and Enclosures: The Contractor shall provide and install protective covering over furniture, equipment, floor, and other areas that are not scheduled for treatment. Protective

covering shall be clean sanitary drop cloth or plastic sheets. Paint applied to surfaces not scheduled for treatment shall be completely removed and surfaces shall be returned to their original condition.

4. Protection of Buildings and Vehicles: The Contractor shall take all necessary precautions to protect buildings and vehicles. Spray painting is not allowed and no painting will be done on windy weather. The Contractor shall be responsible for any damages to vehicles caused by his or his employee's negligence
 5. Safeguarding of Property: The Contractor shall take whatever steps may be necessary to safeguard his work and also the property of the Harbors and other individuals in the vicinity of his work area during the execution of this Contract. He shall be responsible for and make good on any and all damages and for losses to work or property caused by his or his employee's negligence. Where the damaged property cannot be cleaned and restored to its original condition (i.e. prior to being damaged) it shall be replaced with a new product of equal quality. No proration or use of "used" products will be permitted.
 6. Fire Safety: The Contractor shall direct his employees not to smoke in the vicinity and exercise precautions against fire at all times. Waste rags, plastic (polyester sheets), empty cans, etc. shall be removed from the site at the end of each day.
- D. Right of Rejection: The Construction Engineer shall have the right to reject all work which is not in compliance with the plans and specifications. Rejected work shall be redone at Contractor's own expense. In addition, the Construction Engineer shall have the right to require the immediate removal of any paint applicator who demonstrates negligence, lack of competence or repeated non-compliance with the contract requirements.
- E. Storage Area for Materials:
1. The Contractor may furnish a job site storage facility. Such facility shall comply with the requirements of the local Fire Department. The storage area shall be kept clean and the facility shall be locked when not in use or when no visual supervision is possible.
- F. Sequence of Operations: The sequence of operations shall divide the surfaces into work areas and present a schedule for:

1. Surface preparation and spot prime.
 2. Prime coat.
 3. First finish coat.
 4. Second finish coat.
- G. Inspections and Approvals: The Contractor shall obtain written approval from the Construction Engineer upon completion of each phase of work (phases of work are: surface preparation and spot prime, prime, first finish coat, second finish coat) before proceeding into the next phase of work. The Contractor shall give the Construction Engineer one day (24 hours minimum) advance notice of completion of any phase of work for a work area when he deviates from the previously submitted work schedule noted under paragraph entitled "Schedule of Operations" hereinabove. The Contractor shall provide necessary access to areas to be inspected. Failure to obtain approval of any phase of work for a work area may result in redoing the operation at Contractor's own expense.

18.7 AREAS (SURFACES/STRUCTURES) TO BE PAINTED

- A. Surfaces to be Painted:
1. Interior: All new and existing interior surfaces shall be painted as indicated on the plans unless specifically deleted in these specifications. Interior surfaces to be painted shall be those surfaces not exposed to weather in an area enclosed by 4 walls. Also, a surface shall be considered an interior surface and painted as such whenever the color is that of the existing interior color. Extent of treatment for special items is as follows:
 - a. All interior repaired surfaces.
 - b. All areas damaged or exposed during construction.

18.8 OTHER INCIDENTAL WORK TO BE PERFORMED BY CONTRACTOR

- A. Interior:
1. Unless otherwise specified, the Contractor is responsible for moving about all furniture and equipment to provide himself with sufficient working space. The Contractor shall protect these items and make good any damage to them at his own expense. After the painting of the room is completed, the Contractor shall replace all furniture and equipment to their original locations.

2. The Contractor shall carefully remove from surfaces to be painted framed and mounted pictures and charts, curtains, blinds, etc. and neatly store away. All items shall be returned to the same location after completion of painting.
 3. All items on shelving and in cabinets to be painted will be removed by the user personnel prior to painting work.
- B. Areas Inaccessible to Normal Painting: The Contractor shall remove and reinstall items as required to paint area(s) where indicated or required.

18.9 MATERIALS

- A. Asbestos Prohibition: All paints shall be asbestos-free.
- B. Lead Prohibition: All paints shall be lead-free.
- C. Mercury Prohibition: All paint shall be mercury-free.
- D. Chromate Prohibition: All paint shall be free of zinc-chromate and/or strontium-chromate.
- E. Cadmium Prohibition: All paint shall be cadmium-free.
- F. Paints shall be furnished by Harbors.
- G. Thinning of paint shall be done using material recommended by the manufacturer. Mix proprietary products according to manufacturer's printed specifications. Compound thinner, mineral oil, kerosene, refined linseed oil, or gasoline shall not be used for thinning.

18.10 SCHEDULE OF FINISHES

- A. The Schedule of Finishes is made for the convenience of the Contractor and indicates the types and quality of finishes to be applied to the surfaces.
- B. Any existing painted surfaces not specifically noted in the finish schedule shall be finished to match adjoining work.
- C. Paint schedule is based on the products of Benjamin Moore catalog, unless otherwise called for and are so named to establish quality and standard of materials. Paint materials equal to those mentioned may be used provided they are acceptable to the Construction Engineer.

- D. The painting schedule shall apply to new surfaces of designated materials, unless specified otherwise, in conformity with instructions of the paint products used.
- E. The following schedule represents the general character of the paint systems necessary to complete the work. Provide additional comparable systems and sheens as required. At the option of the Construction Engineer, paint systems and sheens may be revised at Contractor's own expense.

18.11 PAINT SCHEDULE

- A. Interior Painted Concrete, Fiberock Aqua-tough AR, & Gypsum Board:

Prime coat: LOXON Acrylic Block Surfacer or approved equal

2nd and

3rd coats: Interior Semi-Gloss Finish
Pro Industrial Pre-Catalyzed Waterbased Epoxy

18.12 COMPATABILITY OF PAINTING SYSTEMS AND SUBSTRATES

- A. The Contractor shall ensure that painting systems specified are compatible with existing painted surfaces. Alkyd paints shall not be applied over existing latex coating. Alkyd paints shall not be used over cementitious surfaces. Latex paints shall not be applied directly over alkyd paints without proper conditioner and accepted by Harbors.
- B. Field Tests for Alkyd or Latex Paints: The Contractor shall perform the following field tests for compatibility of substrates to new paint systems prior to ordering paint:
 1. Latex films will dissolve when wiped with rubbing alcohol; alkyd films will not.
 2. When sanded, latex films will “clog” sandpaper; alkyd films will sand clean.
 3. Alkyds will soften after applying a 10 percent solution of Drano in water; latex films will not soften.
 4. Alkyds will burn when exposed to a flame; latex film will not burn.
 5. Paints which do not respond to 2 or more of these tests are probably epoxy, urethane, or other type of coating.

6. Provide a packaged swab test in accordance with the package directions.
 7. Existing paint identified or suspect of having lead-containing paint shall be tested in a manner that does not produce airborne or uncontrolled lead debris.
- C. Should there be any discrepancies between the specified schedule of finishes and the existing paint systems, the Contractor shall notify Harbors in writing of any incompatible systems specified and submit a revised schedule of finishes for acceptance when necessary. With the acceptance of the revised schedule of finishes, the Contractor shall make any corrections and/or revisions necessary to resolve the discrepancies and/or inconsistency. The Contractor shall not proceed with any painting systems that are incompatible, although specified otherwise, until all incompatible conditions detrimental for the proper application and performance of the painting systems have been corrected. The failures due to the application of the incompatible paint systems shall be corrected at no additional cost to Harbors. Proceeding with the work shall simply imply acceptance of the specified schedule of finishes and the compatibility with the existing painted surfaces by the Contractor.

18.13 SURFACE PREPARATION OF SURFACES

- A. General:
1. Surface preparation shall be in accordance with the Painting and Decorating Contractors of America, "Architectural Specification Manual", methods are applicable to all substrates.
 2. Scrub surfaces with stiff nylon bristle brush and trisodium phosphate (TSP) solution at rate of 3/4 cup TSP per gallon of warm water to remove accumulated film of wax, oil, grease, smoke, dust, dirt, chalky or other foreign matter which would impair bond or bleeding through new finish. Thoroughly sponge wipe surfaces with clean water. Allow surfaces to thoroughly dry before priming, painting, caulking, or sealing.
 - a. Following sponge wiping, the surfaces shall be allowed to dry for a minimum of 24 hours.
 - b. Wood surfaces shall have a maximum moisture content of 12 percent when measured with an electronic moisture meter.

3. Cracks and openings found at joints and where different materials abut each other (e.g. CMU/concrete, CMU or concrete/wood, etc.) shall be sealed with a caulking compound compatible with the substrate and primer/paint. The caulking shall be applied and allowed to set in accordance with the manufacturer's recommendations and instructions. Caulking is specified in Article XVI - Joint Sealants.
- B. The painting contractor shall be wholly responsible for the finish of his work and shall not commence any part of it until surfaces are in proper condition. If painting contractor considers any surfaces unsuitable for proper finish of his work, he shall notify the Construction Engineer of this fact in writing and he shall not apply any material until the unsuitable surfaces have been made satisfactory. Major defects shall be restored by the proper trades. In general, follow the manufacturer's direction for surface preparation for the paint to be applied.
- C. All knots or sappy spots shall be given one coat of shellac before painting. All necessary puttying of nail holes, cracks, and blemishes shall be done after priming coat has become hard and dry and before second coat is applied. On stain work, putty shall match color of finish.
- D. Concrete and concrete masonry unit surfaces shall be cured and dry and shall be wire brushed clean to remove all dust and loose mortar, efflorescence, and laitance. Test for alkalinity level and provide remedy where alkalinity exceeds manufacturer's acceptable level.
- E. Unprimed galvanized metal shall be washed with a solution of chemical phosphoric metal etch and allowed to dry.
- F. All metal surfaces shall be made clean and free of any defects or condition that may produce unsatisfactory finish. Touch-up any chipped or abraded places on surfaces that have been shop coated with the proper primer.
- G. Remove all hardware, hardware accessories, machined surfaces, plates, lighting fixtures, and similar items in place and not to be finish-painted, or provide surface-applied protection prior to surface preparation and painting operations. Remove, if necessary, for the complete painting of the items and adjacent surfaces. Following completion of painting of each space or area, reinstall the removed items by workmen skilled in the trades involved.
- H. Puttying of nail holes, cracks, and blemishes shall be done after priming coat has become hard and dry and before second coat is applied.
- I. Concrete surfaces shall be wire brushed and cleaned to remove all dust and loose mortar.

- J. Top, bottom, and side edges of doors to be finished the same as face of doors.
- K. Surfaces adjacent to areas being finished shall be protected and left clean of paints, stains, etc. Clean drop clothes shall be used until completion of job.
- L. Gypsum Board Surfaces:
 - 1. Surface Cleaning: Surfaces shall be dry. Remove loose dirt and dust by brushing with a soft brush or rubbing with a dry cloth prior to application of the first coat material.
 - 2. Repair of Minor Defects: Prior to painting, repair joints, cracks, holes, surface irregularities, and other minor defects with patching plaster or spackling compound and sand smooth.
- M. PVC Trims and Accessories: Paint to match adjoining surfaces unless specifically indicated to remain unpainted.
- N. Paint shall be as manufactured by Benjamin Moore or other manufacturers pre-approved by Harbors.

18.14 PAINT APPLICATION

- A. General:
 - 1. Apply coating materials in accordance with SSPC-PA 1. SSPC-PA 1 methods are applicable to all substrates, except as modified herein. Thoroughly work coating materials into joints, crevices, and open spaces. Touch-up damaged coatings before applying subsequent coats.
 - 2. All work shall be done in a workmanlike manner by skilled and experienced mechanics and shall conform to the best painting practices.
 - 3. All materials shall be applied in strict accordance with the manufacturer's specifications, including spread rates, and the finished surfaces shall be free from runs, sags, drops, ridges, waves, laps, streaks, brush marks, and variations in color, texture, and finish (glossy or dull). The coverage shall be complete and each coat shall be so applied as to produce a film of uniform thickness. No paint shall be applied until the preceding coat is thoroughly dry and approved.

4. No exterior painting of unprotected surfaces shall be done in rainy, damp weather. Coats shall be applied only to surfaces that are thoroughly dried.
5. Interior areas shall be broom clean and dust free before and during application of coating material.
6. Any mixing shall be done outside the building.

B. Application:

1. Paint application shall be by brush and roller only. Airless spraying is not permitting.
2. Drying Time: Allow time between coats, as recommended by the coating manufacturer, to permit thorough drying. Provide each coat in specified condition to receive the next coat.
3. Primers and Intermediate Coats: Do not allow primers or intermediate coats to dry more than 30 days, or longer than recommended by the manufacturer, before applying subsequent coats. Follow manufacturer's recommendations for surface preparation if primers or intermediate coats are allowed to dry longer than recommended by manufacturers of subsequent coatings. Each coat shall cover the surface of the preceding coat or surface completely, and there shall be a visually perceptible difference in shades of successive coats.
4. Finished Surfaces: Provide finished surfaces free from runs, drops, ridges, waves, laps, brush marks, and variations in selected colors.
5. Colors: Each coat shall be tinted a different shade from the preceding coat. Colors shall match existing surfaces and/or adjacent surfaces. Where a color is not indicated, the color shall be selected by the Construction Engineer.
6. Finish Film Thickness: Apply primer, intermediate, and finish coats in dry film thickness, as scheduled unless recommended otherwise in writing by the manufacturer, for each coat and in accordance with the manufacturer's recommendations. Verify mil thickness by use of a suitable wet film gauge. Use a Tooke or other dry film gauge to test for total dry film thickness.

18.15 MISCELLANEOUS

- A. Installation of Removed Items: After completion of final paint coat,

removed items shall be reinstalled.

B. After completion of other trades, touch-up damaged surfaces.

C. Clean-up:

1. During the progress of the work, all debris, empty crates, waste, drippings, etc. shall be removed by the Contractor and the grounds about the areas to be painted shall be left clean and orderly at the end of each work day.
2. Upon completion of the work, staging, scaffolding, containers, and all other debris shall be removed from the site. All painted splashed or spilled upon adjacent surfaces not requiring treatment (hardware, fixture, floor glass) shall be removed and the entire job left clean and acceptable.
3. Work to correct punch list items shall be performed during non-business hours if the work will inconvenience the building occupants. Where necessary for access during non-business hours, the Contractor shall pay for custodial staff to gain entry and to secure the building.

18.16 PAYMENT – Payment for Painting shall be made as described in Article X of these Specifications.

ARTICLE XIX – TOILET PARTITIONS

19.1 GENERAL

- A. Solid plastic toilet compartments including the following: (Eclipse)
 - 1. Floor mounted overhead-braced toilet compartments.
 - 2. Floor mounted overhead-braced privacy screens.
 - 3. Floor mounted overhead-braced entry partitions.
 - 4. Floor mounted urinal screens.
 - 5. Wall mounted urinal screens.
- B. Special Conditions:
 - 1. ASTM International (ASTM):
 - a. ASTM E 84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
 - b. ASTM B 85 - Standard Specification for Aluminum-Alloy Die Castings.
 - c. ASTM B 221 - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes.
 - 2. National Fire Protection Association (NFPA) 286 - Standard Methods of Fire Tests for Evaluating Contribution of Wall and Ceiling Interior Finish to Room Fire Growth.
 - 3. United States Green Building Council (USGBC): LEED Green Building Rating System.

19.2 SUBMITTALS

- A. Product Data: Manufacturer's data sheets on each product to be used, including:
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Installation methods.

- B. Shop Drawings: Provide layout drawings and installation details with location and type of hardware required.
- C. Selection Samples: For each finish product specified, two complete sets of color chips representing manufacturer's full range of available colors and patterns.
- D. Verification Samples: For each finish product specified, two samples representing actual product, color, and patterns.
- E. Sustainable Design Submittals:
 - 1. Recycled Content: Certify percentages of post-consumer and pre-consumer recycled content.
 - 2. Regional Materials: Certify distance in miles between manufacturer and Project and between manufacturer and extraction or harvest point.

19.3 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A company regularly engaged in manufacture of products specified in this section, and whose products have been in satisfactory use under similar service conditions for not less than 5 years.
- B. Installer Qualifications: A company regularly engaged in installation of products specified in this Section, with a minimum of 5 years experience.
- C. Performance Requirements:
 - 1. Fire Resistance: Partition materials shall comply with the following requirements, when tested in accordance with the ASTM E 84: Standard Test Method for Surface Burning Characteristics of Building Materials:

Class B flame spread/smoke developed rating, tested to ASTM E84.
 - 2. Material Fire Ratings: National Fire Protection Association (NFPA) 286: Pass.

19.4 DELIVERY, STORAGE, AND HANDLING – Store products in manufacturer's unopened packaging until ready for installation.

19.5 PROJECT CONDITIONS – 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 absolute limits.

19.6 WARRANTY – Manufacturer guarantees its plastic against breakage, corrosion, and delamination under normal conditions for 25 years from the date of receipt by the customer. If

materials are found to be defective during that period for reasons listed above, the materials will be replaced free of charge. (Labor not included in warranty.)

19.7 PRODUCTS – MANUFACTURERS

- A. Basis of Design Manufacturer: Scranton Products, which is located at: 801 E. Corey St.; Scranton, PA 18505; Toll Free Tel: 800-445-5148; Fax: 855-376-6161; Email: request info (info@scrantonproducts.com); Web: <http://www.scrantonproducts.com>

19.8 MATERIAL

- A. Plastic Panels: High density polyethylene (HDPE) suitable for exposed applications, waterproof, non-absorbent, and graffiti-resistant textured surface;
1. Fire-resistance Rating: Tested in Accordance with NFPA 286.
 2. Fire-resistance Rating: Tested to meet ASTM E84, Class B.
 3. Standard Collection, Does not meet NFPA 286 or ASTM E84
 4. Recycled Content (Post Industrial): 25 percent.
- B. Aluminum Extrusions: ASTM B221, 6463-T5 alloy and temper.
- C. Aluminum Die Castings: ASTM B85, A380 alloy.
- D. Stainless Steel Castings: ASTM A167, Type 304.
- E. Rubber: Abrasion resistant Styrene Butadiene Rubber, 65 to 80 Shore A durometer, black.

19.9 SOLID PLASTIC TOILET COMPARTMENTS AND SCREENS

- A. Basis of Design: Eclipse Toilet Partitions as manufactured by and supplied by Scranton Products.
- Style: Floor mounted overhead-braced toilet compartments.
- B. Doors and Panels: High density polyethylene (HDPE), fabricated from SEQ CHAPTER 1 extruded polymer resins, forming single thickness panel.
1. Waterproof and nonabsorbent, with self-lubricating surface, resistant to marks by pens, pencils, markers, and other writing instruments.
 2. Thickness: 1 inch.

3. Edges: Shiplap.
- C. Doors and Dividing Panels:
1. Standard Privacy:
Height: 55 inches high and mounted at 14 inches above the finished floor.
- D. Metal Posts: 82.75 inches high, heavy duty extruded aluminum, clear anodized finish, fastened to foot with stainless steel tamper resistant screw.
- E. Hidden Shoe (Foot): One-piece molded polyethylene invisible shoe inserted into metal post and secured to metal post with stainless steel tamper resistant screw.
- F. Headrail Cap and Corner Cap: One-piece molded polyethylene secured to metal post with stainless steel tamper resistant screw; adjustable to level headrail to finished floor.
- G. Wall Brackets: Continuous heavy duty extruded aluminum, clear anodized finish, inserted into slotted panel and fastened to panels with stainless steel tamper resistant screws.
1. Type: Single Ear bracket aluminum.
 2. Type: Double ear bracket aluminum.
 3. Length: 54 inches.
 4. Length: 61 inches.
 5. Length: 71 inches.
- H. Headrail: Heavy duty extruded aluminum, designer anti-grip design, clear anodized finish, fastened to headrail bracket with stainless steel tamper resistant screw and to headrail cap or corner cap with stainless steel tamper resistant screw.
- Headrail Brackets: Heavy duty extruded aluminum, clear anodized finish, secured to wall with stainless steel tamper screws.
- I. Door Hardware:
1. Hinges:
 - a. Edge-mounted helix style stainless steel continuous hinge.
 - b. Closing degree: 5 degrees.
 - c. Comes to a full close on its own weight

2. Occupancy Indicator Latch and Housing:
 - a. Material: Satin stainless steel.
 - b. Occupancy indicators: Green for occupied and red not occupied.
 - c. Slide bolt and button.
3. Coat Hook and Door Bumper Combination:
 - a. Material: Clear Anodized Aluminum
 - b. Handicap Door: Equip with second door pull and door stop.
4. Door Pulls: Clear Anodized Aluminum.

19.10 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared.
- B. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

19.11 PREPARATION

- A. Clean surfaces thoroughly prior to installation.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Examine areas to receive toilet partitions, screens, and shower compartments for correct height and spacing of anchorage/blocking and plumbing fixtures that affect installation of partitions. Report discrepancies to the architect.

19.12 INSTALLATION

- A. Install in accordance with manufacturer's instructions and approved Shop Drawings.
- B. Install partitions rigid, straight, plumb, and level.
- C. Locate bottom edge of doors and panels 9 inches above finished floor.
- D. Clearance at vertical edges of doors shall be uniform top to bottom and shall not exceed 3/8 inch.

- E. No evidence of cutting, drilling, and/or patching shall be visible on the finished work.
- F. Finished surfaces shall be cleaned after installation and be left free of imperfections.

19.13 ADJUSTING – Adjust doors and latches to operate correctly.

19.14 PROTECTION

- A. Protect installed products until completion of project.
- B. Touch-up, repair or replace damaged products before Substantial Completion.

19.15 PAYMENT – Payment for toilet partitions shall be made as specified in Article X of these specifications.

ARTICLE XX – TOILET ACCESSORIES

20.1 SUMMARY - The extent of each type of toilet accessory is shown on the drawings and herein specified.

20.2 SUBMITTALS

- A. Submit in accordance with ARTICLE XXIV - MATERIAL SUBMITTALS AND SHOP DRAWINGS.
- B. Manufacturer's Data: Submit copies of manufacturer's specifications and installation instructions for each toilet accessory.
- C. Schedule: Submit a schedule listing types, quantities, and installation locations by room for each toilet accessory to be provided.
- D. Samples: Submit full-size samples of units for review of finishes when requested. Acceptable samples will be returned and may be used in the work. Compliance with all other requirements is the exclusive responsibility of the Contractor.

20.3 QUALITY ASSURANCE

- A. Inserts and Anchorages: Furnish inserts and anchoring devices for toilet accessories. Provide setting drawings, templates, instructions, and directions for installation of anchorage devices. Coordinate delivery with other work to avoid delay.
- B. The structural strength of all grab bars and all fasteners and mounting devices shall meet or exceed the accessibility requirements of Americans with Disabilities Act Accessibility Guidelines (ADAAG) Section 609.8.
- C. Products:
 - 1. Provide products of the same manufacturer for each type of accessory unit and for units exposed in the same areas, wherever possible.
 - 2. Coordinate with the Harbors for acceptable designs and finishes.
 - 3. Stamped names of labels on exposed faces of units will not be permitted, except where otherwise specified.
 - 4. Provide locks where specified or standard with the manufacturer. One key shall fit all locks of one brand. Provide a minimum of 6 keys.

- D. Accessibility: Mount accessories for accessible toilets in accordance with ADAAG Section 308.1, Section 309.1, Section 603.3, Section 603.4, Section 604.5, and Section 604.7, where either in an accessible stall or accessible by all.
- E. Drawings may be general in nature. Accessories shown for one stall or room shall be repeated in similar stalls or rooms unless noted otherwise.

20.4 DELIVERY, STORAGE, AND HANDLING

- A. Toilet accessories shall be wrapped for shipment and storage, delivered to the job site in manufacturer's original packaging and stored in a clean, dry area protected from construction damage and vandalism.
- B. Handle manufactured materials as recommended by the manufacturer.

20.5 PRODUCTS - MATERIALS

- A. Stainless Steel: AISI, Type 302/304. Provide satin finish, unless otherwise specified.

20.6 LIST OF TOILET ACCESSORIES

- A. Refer to the drawings for locations.
- B. For convenience and to establish standards of quality and design, the following list indicates items manufactured by Bradley Corp., Washroom Accessories Division, Georgia Pacific, Buckeye International, and ASI Products; however, products of the following manufacturers are acceptable provided they meet or exceed the materials and construction requirements as specified.
 - 1. Bobrick Washroom Equipment Co.,
 - 2. Sloan
 - 3. or pre-approved equal
- C. Toilet Paper Dispenser (TPD): B-2888, surface mounted stainless steel with satin finish, two-roll. Provide one per compartment as noted.
- D. Seat Cover Dispenser (SCD): B-221, surface mounted, for 250 single toilet seat covers.
- E. Soap Dispenser (SD): B-2111, surface mounted, capacity 40-fl oz.
- F. Mirror (M): B290, surface mounted, 18" W X 30" H.

- G. Grab Bars (GB): B-5806 Series, concealed mounting, 1-1/4 inch outside diameter.

20.7 INSPECTION

- A. Installer must examine the areas and conditions under which toilet accessories are to be installed. Notify the Contractor in writing of conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected in a manner acceptable to the installer.
- B. Determine that all blocking and concealed backer plates have been installed to allow mounting of accessories.

20.8 INSTALLATION

- A. Use concealed fastenings wherever possible.
- B. Provide anchors, bolts, backer plates, and other necessary fasteners, and attach accessories securely to walls and partitions in locations as shown or directed.
- C. Install concealed mounting devices and fasteners fabricated of the same material as the accessories or of galvanized steel.
- D. Install exposed mounting devices and fasteners finished to match the accessories.
- E. Provide theft-resistant fasteners for all accessory mountings.
- F. Secure toilet room accessories to adjacent walls and partitions complying with the manufacturer's instructions for each item and each type of substrate construction.
- G. Where accessories transition uneven substrates such as between ceramic tile wainscot and wall surface above, provide finish wood spacers to completely fill all voids. Finish to match wall surface or as directed.

20.9 CLEAN-UP – Clean surfaces as recommended by the manufacturer and restore damaged work to its original condition or replace with new.

20.10 PAYMENT – Payment for Toilet Accessories shall not be made separately but shall be considered incidental to the other contract items described in Article X of these Specifications.

ARTICLE XXI – SIGNAGE

21.1 GENERAL – Provide all materials, labor, equipment, and tools necessary to complete signage work as indicated on the drawings and as specified herein.

21.2 SUBMITTALS

- A. Product Data: Submit manufacturer’s construction details relative to materials, dimensions of individual components, profiles, and finishes for each type of sign required.

- B. Shop Drawings: Submit shop drawings for fabrication and erection of signs. Included plans, elevations, and large-scale sections of typical members and other components. Show anchors, grounds, reinforcement, accessories, layout, and installation details.
 - 1. Provide message list for each sign required, including large-scale details of wording and layout of lettering.
 - 2. For signs supported by or anchored to permanent construction, provide setting drawings, templates, and directions for installation of anchor bolts and other anchors to be installed as a unit of Work in other Sections.

- C. Samples: Provide the following samples of each sign component for initial selection of color, pattern and surface texture as required and for verification of compliance with requirements indicated.
 - 1. Samples for initial selection of color, pattern, and texture:
 - a. Melamine Plastic Laminate: Manufacturer’s color charts consisting of actual sections of material including the full range of colors available for each material required.
 - 2. Samples for verification of color, pattern, and texture selected, and compliance with requirements indicated:
 - a. Melamine Plastic Laminate: Provide a sample panel not less than 8-1/2 inches by 11-inches for each material indicated. Include a panel for each color, texture, and pattern required. On each panel include a representative sample of the graphic image process required, showing graphic style, and colors and finishes of letters, numbers, and other graphic devices.

21.3 QUALITY ASSURANCE

- A. Single-Source Responsibility: For each separate type of sign required, obtain signs from one source from a single manufacturer.
- B. Design Criteria: The drawings, if available, indicate size, profiles, and dimensional requirements of signs. If drawings are not available, submit manufacturer's standard products incorporated with paragraph entitled "SUBMITTALS" herein above.

21.4 SIGN MESSAGE – Provide sign messages as required or as indicated on the drawings. Submit sign message schedule as per paragraph entitled "SUBMITTALS" herein above.

21.5 REGULATION COMPLIANCE – Comply with Americans with Disabilities Act Accessibility Guidelines (ADAAG). Signs shall be provided in accordance with ADAAG 216 and shall comply with ADAAG 703.

21.6 PROJECT CONDITIONS

Field Measurements: Take field measurements prior to preparation of shop drawings and fabrication to ensure proper fitting. Show recorded measurements on final shop drawings. Coordinate fabrication schedule with construction progress to avoid delay.

21.7 MATERIALS

- A. General Requirements: Character proportion, color contrast, dimension, depth, and heights of symbols, Grade 2 Braille, and letters, location, and mounting heights shall be in accordance with the requirements noted in ADAAG 216.1 and 216.2.
- B. Anchors and Inserts: Use nonferrous metal or hot-dipped galvanized anchors and lead expansion bolt devices for drilled-in-place anchors. At exposed fasteners, provide flush mounted tamperproof fasteners, painted to match adjacent surface.

21.8 PLASTIC SIGNS

- A. Manufacturers: Products of the following manufacturers or approved equal are acceptable provided they meet the materials, construction and the standard of quality specified.

1. Architectural Graphics, Inc.
2. Best Manufacturing Company

3. Signs, Letter & Nameplates, Inc. (SL & N)
 - B. Melamine plastic laminate plaque, exterior-type, approximately 1/8-inch thick, with contrasting core color, non-static, fire-retardant and self-extinguishing. Plastic laminate shall have a contrasting core color and shall be impervious to most acids, alkalis, alcohol, solvents, abrasives, and boiling water.
 - C. Letters and numbers shall be raised 1/32-inch; uppercase, sans serif or simple serif type and shall be accompanied with Grade 2 Braille. Individual cutout letters and symbols which are applied to the sign plaque shall not be used. Signs designating permanent rooms and spaces shall comply with ADAAG 216.1.
 - D. Where a white or light colored background (core color) is provided, the background surface shall be coated with white or clear graffiti resistant coating as accepted by the signage manufacturer. The coating shall provide a finish which is resistant to pencils, pens, felt tip markers, and spray paint.
 - E. Signs shall be mounted with one-way, tamper-proof fasteners. Shields shall be provided as required to suit the mounting conditions. Double-stick tape or adhesives shall not be used.

21.9 INTERNATIONAL SYMBOL OF ACCESSIBILITY

- A. Provide International Symbol of Accessibility at accessible entrances in conformance with ADAAG 703.7, Fig. 703.7.2.
- B. When not all entrances are accessible, accessible entrances shall be designated with the International Symbol of Accessibility. Inaccessible entrances shall have directional signage to indicate the route to the nearest accessible entrance. All of the above in accordance with ADAAG 216.3 and 703.5.
- C. When not all toilet compartments are accessible, the accessible toilet compartment shall be designated with the International Symbol of Accessibility in accordance with ADAAG 216.8.

21.10 INSTALLATION

- A. General:
 1. Installation of all signage shall be in strict accordance with manufacturer's printed instructions and accepted shop drawings. Installation shall be accomplished by experienced mechanics and in a workmanlike manner.
 2. Locate sign units and accessories using mounting methods of the type described and in compliance with the manufacturer's instructions.

3. Install sign level, plumb, and at the required height, with sign surfaces free from distortion or other defects in appearance in accordance to the following ADAAG requirements:
 - a. Interior and exterior signs identifying permanent rooms and spaces shall comply with ADAAG 703.1, 703.2, and 703.5.
 - b. Signs for means of egress shall comply with ADAAG 216.4.
- B. Sign Mounting Locations: Signs shall be mounted as indicated on the drawings or if not indicated as directed by the Engineer.
- C. Wall Mounted Panel Signs: Attach panel signs to wall surfaces using one-way, tamper-proof fasteners. Shields shall be provided as required to suit the mounting conditions. Double-stick tape or adhesives shall not be used.

21.11 CLEANING AND PROTECTION – At completion of the installation, clean soiled sign surfaces in accordance with the manufacturer’s instructions. Protect units from damage until project acceptance. Remove all tools, equipment, debris, and surplus materials.

21.12 PAYMENT – Payment for ARTICLE XXI - Signage shall be not be paid for separately but shall be considered incidental to Item No. 3 as described in Article X of these specifications.

ARTICLE XXII – PLUMBING WORK

22.1 DESCRIPTION OF WORK

- A. This section covers the furnishing, delivery, replacing and installation of the plumbing system complete, including but not limited to the following:
 - 1. Domestic cold water piping
 - 2. Sanitary and vent piping
 - 3. Flush valve water closets, lavatories, urinals, and faucets

Due to the limited existing condition information to base design, it shall be the contractor's responsibility to conduct an investigation on the existing water and sanitary systems and associated accessories, as well any abandoned piping found during the investigation. Contractor shall submit shop drawings to Harbors Contractor Engineer for review prior to any demolition work.

22.2 CODES, STANDARDS, REGULATIONS

- A. Installation of all work in this Section shall be made in accordance with the Uniform Plumbing Code and International Building Code, including all amendments as adopted by the County of Maui.
- B. All applicable codes, regulations and ordinances of public bodies having jurisdiction are considered a part of these specifications; all work installed, and materials provided must comply with the current edition of such codes, regulations and ordinances.
- C. Present to the Construction Engineer certificates of inspection and acceptance from proper authorities.

22.3 CONTRACT DRAWINGS

- A. Contract drawings are essentially diagrammatic, indicating general layout and approximate locations toward establishing the scope for uniform estimating basis for all bidders. They are not intended to be detailed construction working drawings. Equipment and piping arrangements shall fit into space allotted and shall allow adequate clearances for servicing and maintenance. Reasonable modifications to indicated locations and arrangement to suit job conditions shall not constitute basis for requesting additional funds from the State.

- B. Verification of Dimensions: The Contractor shall be responsible for the coordination and proper relation of this work to the building structure and to the work of all trades. The Contractor shall visit the premises and thoroughly familiarize himself with all details of the work and working conditions, to verify all dimensions in the field, and to advise the Construction Engineer of any discrepancy before performing any work.

22.4 MATERIALS

- A. Piping and Accessories: All materials shall be new, of equal or better quality of materials specified, and approved by the Construction Engineer. For ease of maintenance and parts replacement, select equipment from a single manufacturer as much as possible.
1. Above Grade Domestic Water Piping: Piping shall be Type "L" seamless rigid copper tubing conforming to ASTM B88 with wrought copper or cast copper alloy solder type fittings conforming to ANSI B16.22 or ANSI B16.18. Solder shall be 95-5 tin-antimony or approved equal.
 2. Sanitary and Vent Piping Above Grade: Service weight cast-iron "no-hub" cast iron with stainless steel bands. At contractors option, DWV copper with 95-5 solder joints may be used, however, only one type shall be used throughout.
 3. Pipe Support: Products of Anvil, Superstrut, B-Line, Erico, or approved equal. Hangers, supports, and accessories used shall be applied in accordance with the manufacturer's recommendation for type of service and application. All supports, rods, and accessories shall be galvanized. In addition, supports for copper pipe shall be plastic coated.
- B. Fixtures:
1. Hose Bib: Hose bibs to be outside sill faucet with integral vacuum breaker, 3/4" hose thread outlet, removable tee handle, 3/4" flanged female inlet, and rough chrome plate finish. Provide with 3/4" rough brass square service cock on riser. Model Chicago 998 or approved equal.
 2. Accessible Floor Mounted Water Closet (AWC-2): Provide with American Standard Madera Elongated Floor Mounted toilet model 3043.001 or approved equal. Provide with manual flushometer valve American Standard model 6047.121.002 or approved equal. 1.28 GPF. Provide with American Standard 5905.100 Extra heavy

duty open front less cover toilet seat or approved equal. Provide sanitary, water, and vent piping as required. Install per ADAAG section 604 requirements.

3. Floor Mounted Water Closet (WC-2): Provide with American Standard Madera Elongated Floor Mounted toilet model 2234.001 or approved equal. Provide with manual flushometer valve American Standard model 6047.121.002 or approved equal. 1.28 GPF. Provide with American Standard 5905.100 Extra heavy duty open front less cover toilet seat or approved equal. Provide sanitary, water, and vent piping as required.
4. Wall Mounted Accessible Water Closet (AWC-1): Provide with American Standard AFWall Millennium Elongated wall-mounted flushometer valve toilet model 2257.101 or approved equal. Provide with manual flushometer valve American Standard model 6047.121.002 or approved equal. 1.25 GPF. Provide with Zurn Z1201-NR3 adjustable horizontal high performance siphon jet no-hub water closet carrier system or approved equal. Provide with American Standard 5905.100 Extra heavy duty open front less cover toilet seat or approved equal. Provide new sanitary, vent, and cold water piping as required. Install per ADAAG Section 604 requirements.
5. Wall Mounted Water Closet (WC-1): Provide with American Standard AFWall Millennium Elongated wall-mounted flushometer valve toilet model 2257.101 or approved equal. Provide with manual flushometer valve American Standard model 6047.121.002 or approved equal. 1.25 GPF. Provide with Zurn Z1201-NL3 adjustable horizontal high performance siphon jet no-hub water closet carrier system or approved equal. Provide with American Standard 5905.100 Extra heavy duty open front less cover toilet seat or approved equal. Provide new sanitary, vent, and cold water piping as required.
6. Accessible Lavatory (ALAV): Provide with Kohler Kingston Wall Mount Bathroom Sink model K-2005 or approved equal. Provide with Delta Metering Faucet 87T105 or approved equal with aerator to reduce GPM to 0.35. Provide with new supply stops, supply tubing, tail-piece, and p-trap. Provide with new lavatory carrier Zurn Z1231EZ or approved equal. Provide new sanitary, vent, and cold water piping as required. Install per ADAAG Section 606 requirements.

7. Lavatory (LAV): Provide with Kohler Kingston Wall Mount Bathroom Sink model K-2005 or approved equal. Provide with Delta Metering Faucet 87T105 or approved equal with aerator to reduce GPM to 0.35. Provide with new supply stops, supply tubing, tail-piece, and p-trap. Provide with new lavatory carrier Zurn Z1231EZ or approved equal. Provide new sanitary, vent, and cold water piping as required.
8. Accessible Urinal (AUR): Kohler Bardon high-efficiency urinal. Model K-4991-ER-0 or approved equal. Vitreous china. 3/4" top spud. Provide with Zurn 26003AV Aquavantage Exposed Urinal Flush Valve or approved equal. Provide with new Zurn Plate Type Urinal Carrier Z1221 or approved equal. Provide new sanitary, vent, and cold water piping as required. Install in accordance with ADAAG Section 605 requirements.
9. Urinal (UR): Kohler Bardon high-efficiency urinal. Model K-4991-ER-0 or approved equal. Vitreous china. 3/4" top spud. Provide with Zurn 26003AV Aquavantage Exposed Urinal Flush Valve or approved equal. Provide with new Zurn Plate Type Urinal Carrier Z1221 or approved equal. Provide new sanitary, vent, and cold water piping as required.
10. Floor Drain (FD): Watts FD-100-B series or approved equal, epoxy coated cast iron floor drain with anchor flange, reversible clamping collar with primary and secondary weepholes, 5-inch adjustable heavy duty round nickel bronze strainer, approved trap primer connection and no hub outlet.
11. Trap Primer (TP): Watts TP300 or approved equal.

22.5 PIPE INSTALLATION

- A. Concrete slabs disrupted under this project's scope of work shall be repaired to match existing adjacent surface, including sloping or other definable features.
- B. Openings in pipes, drains, fittings, apparatus and equipment shall be sealed or securely plugged during erection, to prevent accumulating obstructions in same.
- C. Piping except where specifically shown otherwise shall be concealed in walls, utility chases, partitions, ceiling spaces and roof spaces. Piping shall be installed to maintain headroom and keep passageways and access

openings clear. Where necessary, piping shall offset to maintain the required clearances to coincide with structural features of building.

- D. Escutcheons shall be installed around all exposed pipe passing through a finished floor, wall, or ceiling. Escutcheons shall be of sufficient outside diameter to cover the sleeve opening and shall fit snugly around the pipe.

22.6 PIPE SUPPORTS, HANGERS INSERT

- A. Install hangers and supports for all pipe work to provide for expansion and contraction, prevent vibration and maintain required grading by proper adjustment. Supports, hangers, bolts, nuts, and washers shall be galvanized unless otherwise specified. Supports for copper pipe shall be additionally coated with plastic.
- B. Support horizontal overhead pipes with clevis hangers, rods inserts, clamps, on suspension suitable for type of building construction.
- C. Support horizontal pipes which are close to floor with pipe rest and floor flange or pipe roll stand on piers.
- D. Support horizontal pipes from walls with "J" hooks, or hangers suspended from wall brackets.

22.7 VALVE INSTALLATION

- A. Furnish, install and properly connect all valves to their corresponding plumbing fixtures herein specified.
- B. Adjust equipment, valves, and other accessories to operate properly and clean all fixtures just prior to final inspection.
- C. Each valve shall be installed at the corresponding fixture location shown on architectural drawings, or as directed.

22.8 DISINFECTING

- A. All domestic cold water lines shall be thoroughly flushed and drained after installation. Sterilization shall be accomplished by opening taps at the end of all branches, and slowly filling the system adding liquid chlorine, or hypochlorite solution, to the water until water flowing from all branches indicates not less than 50 P.P.M. residual chlorine; the system allowed to stand for not less than twenty-four (24) hours, [200 PPM for 3 hours] with

all valves opened and closed several times during this period; then drained and thoroughly flushed until all traces of chlorine are eliminated (less than 0.2 P.P.M.) Certificate shall be submitted to Harbors. The Contractor shall be responsible for the proper disposal of chlorinated water to safeguard public health and environment in accordance with applicable Department of Health requirements.

22.9 CLEANUP AND REPAIRS

- A. Debris shall not be allowed as a result of this work. Upon completion of this work, remove all debris and excess materials, tools, etc., resulting from this work from the jobsite and leave the locations of this work broom-clean and in acceptable manner as approved by the State.
- B. This Contractor shall clean all equipment set by him of oil, grease, stains, etc. All plates, trims, etc., shall be polished.
- C. All surfaces damaged by this project's renovation work shall be repaired and restored to match the existing adjacent surfaces. Painted finishes shall be repainted with matching paint type of identical color and sheen. Tiled surfaces shall be replaced with new tiles and grout that are identical to the existing.
- D. All equipment piping, and lines shall be thoroughly cleaned before leaving the work.

22.10 PAINTING

- A. All exposed piping and piping supports shall be painted to match existing adjacent color and texture, refer to Article XVIII - PAINTING for requirements.

22.11 PAYMENT – Payment for Plumbing Work shall be made as described in Article X of these Specifications

ARTICLE XXIII- ELECTRICAL WORK

23.1 GENERAL

- A. Work under this Article consists of the furnishing and installation of electrical work, including but is not necessarily limited to, the following:
1. Secondary electrical system wiring including wiring devices, overcurrent protection devices, panelboards, and branch circuiting.
 2. Luminaires.
 3. Testing.
 4. Immediately report and pay for damages to existing equipment and facilities.
- B. Special Conditions:
1. Contractor shall arrange for Harbors inspection and acceptance of new work.
 2. The entire installation shall be done in strict accordance with local ordinances; National Electrical Code; applicable regulations of the National Board of Fire Underwriters; specifications of ANSI, NEMA, UL, and IPCEA.
 3. In the event of conflict between pertinent codes and regulations, and the requirements of the referenced standards, or those indicated in the Specifications and on Drawings, the provisions of the more stringent shall govern.
- C. Coordination:
1. Refer to all project Drawings and to all sections of the project Specifications. Coordinate and fit all work accordingly so that all electrical outlets and equipment will be properly located and readily accessible. The Drawings indicate the relation of wiring and connections and must not be scaled for exact locations. Verify all construction dimensions at the project and make changes necessary to conform to the building as constructed. Work improperly installed due to lack of construction verification shall be corrected at the Contractor's expense.

2. Cut, break, drill and patch as required to install electrical system. Repair any surface damaged or marred by notching, drilling or any other process necessary for installation of electrical work. Patch any damaged surfaces to match the existing surface.
3. During pricing and construction, Contractor shall coordinate his work with other trades to avoid omissions and overlapping of responsibilities.

23.2 SUBMITTALS

- A. Submit in accordance with Article X - PROJECT DESCRIPTION.
- B. Product Data:
 1. Luminaires and drivers.
 2. Wiring devices.
 3. Panelboards.
 4. Junction boxes with dimensions 6" and larger.

23.3 MATERIALS

- A. Materials shall be new and those items listed by the Underwriters' Laboratories shall bear "UL" label of approval.
- B. Electrical equipment shall be supplied through the manufacturer's designated representative by a local distributor.
- C. Proof of compliance shall be furnished when shop drawings are submitted.
- D. Where two or more similar type items are furnished, all shall be of the same manufacture, e.g., light switches shall be of the same manufacturer unless otherwise noted.
- E. Raceways:
Rigid Steel Conduit: Rigid steel, zinc-coated inside and outside, for use with threaded fittings. ANSI C80.1.
- F. Boxes:
 1. Outlet and Small Junction Boxes: Boxes shall be cast aluminum, type FD, prime painted and enamel finished with neoprene

gasketed covers, threaded hubs for conduit connections and stainless steel screws.

2. Extension Rings for Outlet Boxes: Pressed steel, zinc-coated for corrosion protection.
3. Boxes 6-Inches Square or Larger: Boxes shall be cast aluminum or stainless steel Type 316, NEMA 4X with neoprene gasketed covers, threaded hubs for conduit connections and stainless steel screws.

G. Conductors:

1. Solid or stranded copper, sizes according to American Wire Gauge as shown on Drawings and #12 AWG minimum unless otherwise indicated. Stranded conductors only for #8 AWG and larger. All wiring shall be color-coded.
2. Branch Circuits: Type THWN.
3. Conductors Larger than #8 AWG: Type XHHW.
4. Feeders: Type XHHW.
5. Conductors for Equipment Connection: Stranded flexible type.

H. Wiring Devices:

1. General: Ratings and NEMA arrangement types as indicated. Drawings show minimum application ratings, specification describes nominal ratings.
2. Switches: Ivory, 20A, 120/277V, non-mercury quiet type, specification grade with nylon body.
3. Ground Fault Circuit Interrupter Receptacles: Duplex, Ivory, 20A, 125V, specification grade, grounding type. Tamper-resistant. UL listed per UL 943 with 6 milliampere ground fault sensing circuit with test and reset buttons.

I. Device Plates:

1. Stainless steel Type 302, gangs as required for flush mounted devices. Cast aluminum covers with stainless steel screws for surface mounted devices.

2. For Exterior Use and Where Indicated: Weatherproof flip-open cover, cast aluminum with factory finish, with cable opening and neoprene gaskets for plug-in equipment in outdoor or wet applications when receptacle is in use per NEC 406.8. Cover shall be pad-lockable and capable of closing with a plug cap connected to the receptacle.

J. Panelboards:

1. Mounting, voltage rating, main bus capacity, breaker complement and lugs as specified on drawings, complete with housing, door, trim, lock and typewritten circuit directory. Provide copper ground bus for all panels.
2. Panelboards should have copper bussing with bolt-on, molded case circuit breakers. Provide 1-inch-per-pole breakers, half-size breakers not allowed. Circuit breaker complement short circuit ratings shall be fully rated. Use of series rated equipment will not be permitted.
3. Panel housing and entire circuit breaker complement shall be of the same manufacture.
4. All locks shall be common-key type. Furnish 6 sets of keys to the Harbors Construction Engineer.
5. Panelboards shall have NEMA 4X, stainless steel, Type 316 enclosures.

K. Luminaires.

1. Provide lighting fixtures specifically engineered for LED light sources and drivers. Use of linear or screw-base retrofit LED light sources is not acceptable. LED lighting fixtures shall carry a minimum manufacturer's warranty of 5 years. The Surety shall not be held liable beyond two (2) years of the project acceptance date.
2. LED Light Sources:
 - a. Correlated Color Temperature (CCT) shall be in accordance with NEMA ANSLG C78.377: Nominal CCT: 3500 degrees K, unless otherwise specified.
 - b. Color Rendering Index (CRI) shall be greater than or equal to 80 unless otherwise indicated.s

- c. Color Consistency: Manufacturer shall utilize a maximum 4-step MacAdam ellipse binning tolerance for color consistency of LEDs used in luminaires.
3. LED Luminaire Power Supply Units (Drivers): UL 1310. LED Power Supply Units (Drivers) shall meet the following requirements:
- 4.
- a. Minimum efficiency shall be 85 percent.
 - b. Shall be rated to operate between ambient temperatures of minus 22 degrees F and 104 degrees F.
 - c. Shall be designed to operate on the voltage system to which they are connected, typically ranging from 120V to 277V nominal.
 - d. Operating frequency shall be: 60 Hz.
 - e. Power Factor (PF) shall be greater than or equal to 0.90.
 - f. Total Harmonic Distortion (THD) current shall be less than or equal to 20 percent.
 - g. Shall be mounted integral to luminaire. Remote mounting of power supply is not allowed unless noted.
 - h. Power supplies in luminaires shall be UL listed with a sound rating of "A".
 - i. Shall be equipped with over-temperature protection circuit that turns light source off until normal operating temperature is achieved.
5. A warranty must be provided for full replacement of LED luminaires, due to any failure for a period of 5 years. The warranty shall provide for the repair or replacement of the luminaire and LED power components (LED driver, light source thermal control device and surge protector).
- L. Hardware, Supports, Backing, Etc.:
- 1. Provide all hardware, supports, backing and other accessories necessary to install electrical equipment. Steel materials shall be Type 316 stainless steel.

2. Bolts, nuts, washers, and screws used for exterior use shall be Type 316 stainless steel or brass.

23.4 CONSTRUCTION METHODS

A. Raceways:

1. Use conduits with approved coupling and connectors. All cuts square, using saw. Ream the ends. Bends made with approved tools. Reject flattened or crushed conduit. No running thread. Bushing and two locknuts at connection to boxes and enclosures.
2. All raceways shall be blown and swabbed after installation to remove any water then immediately sealed to prevent water infiltration during construction. Raceways must remain sealed except when pulling conductors. If water is discovered during the warranty period the Contractor shall remove water from raceways and associated boxes at no additional cost to the State.
3. Surface mounted conduit runs to be parallel and/or perpendicular to architectural and structural elements.
4. Minimum conduit diameter shall be 3/4-inch trade size.
5. Raceway penetrations through walls and raceway terminations shall be watertight and be caulked, sealed and made with materials approved for that purpose.

B. Boxes:

1. Plumb and securely fasten.
2. Remove all debris from interior.

C. Conductors:

1. Lubricants: Non-wax type, chemically neutral to insulation and sheath. Mechanical means for pulling to be torque-limiting type and not be used for #2 AWG and smaller wires.
2. Remove all sharp points that can pierce tape. Reinsulate according to wire manufacturer's directions. Make splices within boxes in accessible locations.

3. Clean all raceways, boxes, and enclosures before pulling wires and cables. Form neatly in enclosures for minimum of cross-overs.

D. Miscellaneous Details:

1. Provide necessary foundations, supports, backing, etc., for all raceways and equipment. Attach to wood and steel by screws or bolts. Attach to concrete by expansion anchors. Powder charge driven studs and anchors shall not be used.
2. Clean all surfaces of enclosures and equipment.
3. Close all unused knockout holes.
4. All surface-mounted boxes, enclosures, and exposed raceways shall be painted to match the color of surrounding areas. Do not paint over nameplates. Panelboards and stainless-steel junction boxes shall not be painted.

E. Identification.

1. All panelboards and junction boxes with dimension larger than 6 inches shall be provided with plastic plate identifying itself and its use.
2. Plastic plate shall be laminated black and white, engraved 1/4 inch high lettering to expose black layer. Plate shall be riveted to cover and located directly below device handle or top side of door.

F. Grounding:

1. Ground metallic enclosures, raceways and electrical equipment according to requirements of National Electrical Code, Article 250.
2. Ground connections to equipment, raceways, motors, and other metallic parts directly exposed to ungrounded conductors by insulated conductors, No. 12 minimum, AWG copper, NEC Type TW, green insulation. Provide insulated ground wires within raceways. Run equipment ground wires together with circuit conductors.

G. Testing:

1. Upon completion of this portion of work, and prior to its acceptance by the State, make all required tests. Any deficiencies found shall be

rectified and work affected by such deficiencies shall be completely retested at Contractor's expense. Written notification of all proposed tests shall be provided to the Harbors Construction Engineer a minimum of seven (7) days prior to the date of the test.

2. Demonstrate operation of electrical systems. Provide labor, apparatus and equipment for systems' demonstrations. The various tests shall be under the direction of the Harbors Construction Engineer.
3. A visual inspection of all electrical equipment, to check for foreign material, tightness or wiring and connection, proper grounding, etc. shall be made prior to actual testing.
4. Ground-Fault Receptacle Test: Test ground-fault receptacles with a "load" (such as a plug-in light) to verify that the "line" and "load" leads are not reversed.

23.5 PAYMENT - Payment for Electrical Work shall be made as described in Article X of these specifications.

ARTICLE XXIV - MATERIAL SUBMITTALS AND SHOP DRAWINGS

24.1 GENERAL - This Article consists of a list of materials and shop drawings required for this project. As soon as possible after award of the contract, the Contractor shall submit for approval, the required material submittals and shop drawings to the Construction Engineer at 79 S. Nimitz Highway, Honolulu, Hawaii 96813. The Material Submittals and Shop Drawings submitted by the Contractor shall include all items listed below. Material Submittals and Shop Drawings not submitted as a complete package will not be reviewed by the Harbors and will be sent back as a non-submittal. The Contractor shall promptly order its materials after approval of its submittals.

24.2 MATERIAL SUBMITTALS - The Contractor shall submit for review and approval digital copies of manufacturer's specifications for the following items and items identified in the individual Articles:

- A. Proof of valid TWIC and MARSEC (if required) credential cards for all Contractor and Sub- Contractor workers.
- B. Joint Sealants:
 - 1. Product Data
 - 2. Safety Data
 - 3. Samples
 - 4. Test Reports
 - 5. Warranty
- C. Louver Screen:
 - 1. Product Data
 - 2. Shop Drawings
 - 3. Samples.
 - 4. Warranty.
- D. Urethane Flooring:
 - 1. Product Data
 - 2. Samples

3. Product Schedule
4. Certificate
5. Maintenance Data

E. Gypsum Board:

1. Product Data

F. Painting:

1. Schedule of Finishes
2. Color Samples
3. Schedule of Operations
4. Certifications
5. Product Data
6. Safety Data
7. Receipt of Delivery
8. Warranty

G. Toilet Partitions:

1. Product Data
2. Shop Drawings
3. Samples
4. Certification

H. Toilet Accessories:

1. Manufacturer's Data
2. Schedule
3. Samples

- I. Signage:
 - 1. Product Data
 - 2. Shop Drawings
 - 3. Samples

- J. Plumbing Work:
 - 1. Product Data

- K. Electrical Work:
 - 1. Product Data

24.3 PAYMENT - Payment for Material Submittals and Shop Drawings shall not be made separately but shall be considered incidental to the other contract items described in Article X of these Specifications.

XXV – PHOTOS EXISTING CONDITIONS



Pier 1 Makai Comfort Station (Men's Restroom) – East Elevation



Pier 1 Makai Comfort Station (Men's Restroom) – East Elevation



Pier 1 Makai Comfort Station (Men's Restroom) – South Elevation



Pier 1 Makai Comfort Station (Men's Restroom) – South Elevation



Pier 1 Makai Comfort Station (Men's Restroom) – South Elevation



Pier 1 Makai Comfort Station (Men's Restroom) – South Elevation



Pier 1 Makai Comfort Station (Men's Restroom) – North Elevation



Pier 1 Makai Comfort Station (Women's Restroom) – South Elevation



Pier 1 Makai Comfort Station (Women's Restroom) – East Elevation



Pier 1 Makai Comfort Station (Women's Restroom) – North Elevation



Pier 1 Makai Comfort Station (Women's Restroom) – West Elevation



Pier 1 Makai Comfort Station Exterior - South Elevation (Exterior)



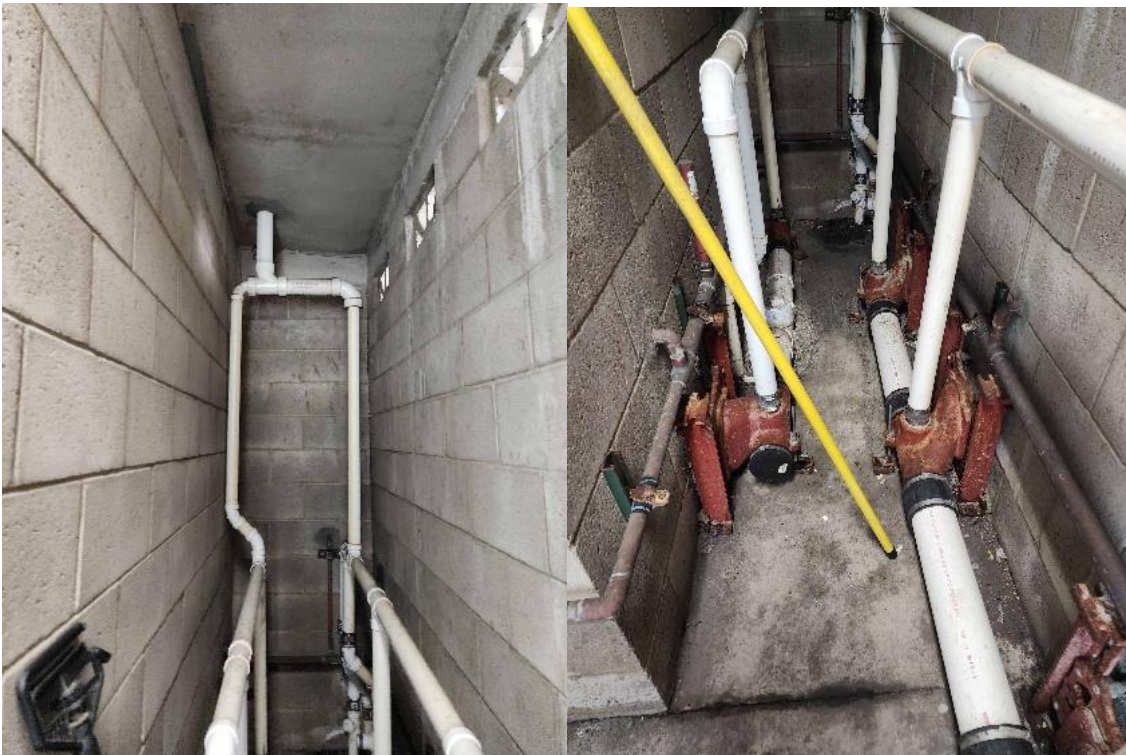
Pier 1 Makai Comfort Station Exterior – South East Elevation (Exterior)



Pier 1 Makai Comfort Station– North East Elevation (Exterior)



Pier 1 Makai Comfort Station (Janitor Closet) – South Elevation



Pier 1 Makai Comfort Station (Janitor Closet) – West Elevation



Pier 2 Young Brothers Comfort Station – West Elevation (Exterior)



Pier 2 Young Brothers Comfort Station (Women's Restroom) – North Elevation



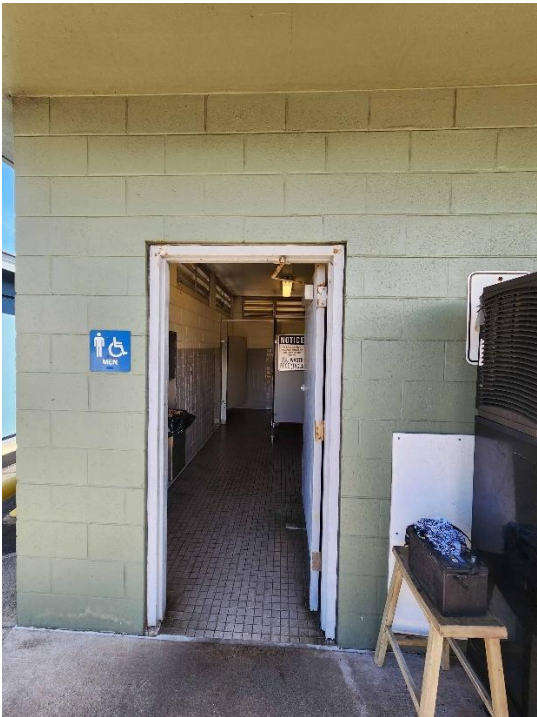
Pier 2 Young Brothers Comfort Station (Women's Restroom) – North East Elevation



Pier 2 Young Brothers Comfort Station (Women's Restroom) – South West Elevation



Pier 2 Young Brothers Comfort Station (Women's Restroom) – North West Elevation



Pier 2 Young Brothers Comfort Station (Men's Restroom) – North Elevation (Exterior)



Pier 2 Young Brothers Comfort Station (Men's Restroom) – North East Elevation



Pier 2 Young Brothers Comfort Station (Men's Restroom) – South East Elevation



Pier 2 Young Brothers Comfort Station (Men's Restroom) – South West Elevation



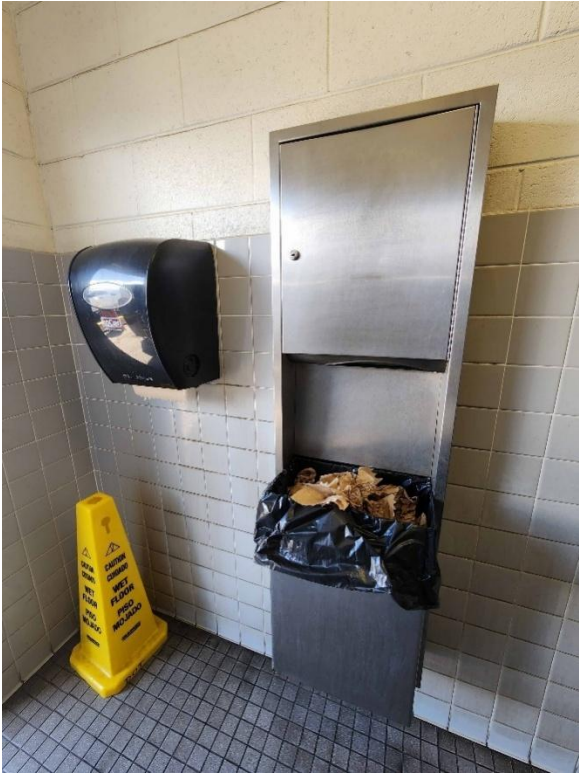
Pier 2 Young Brothers Comfort Station (Men's Restroom) – South West Elevation



Pier 2 Young Brothers Comfort Station (Men's Restroom) – South East Elevation



Pier 2 Young Brothers Comfort Station (Men's Restroom) – North East Elevation



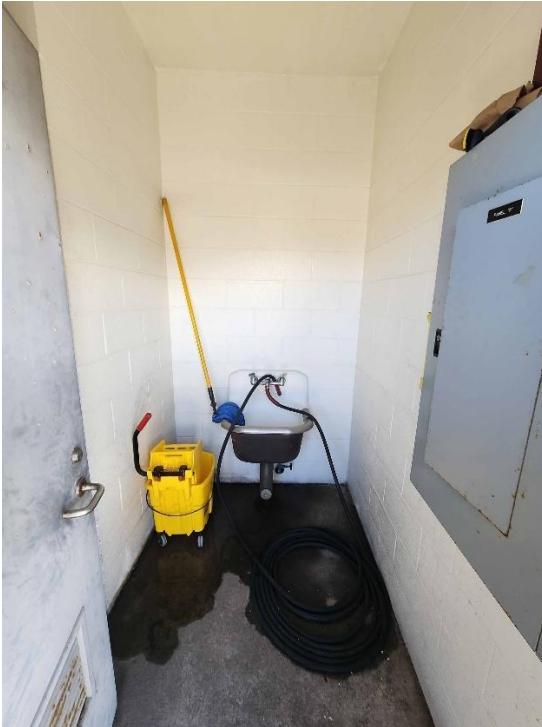
Pier 2 Young Brothers Comfort Station (Men's Restroom) – North East Elevation



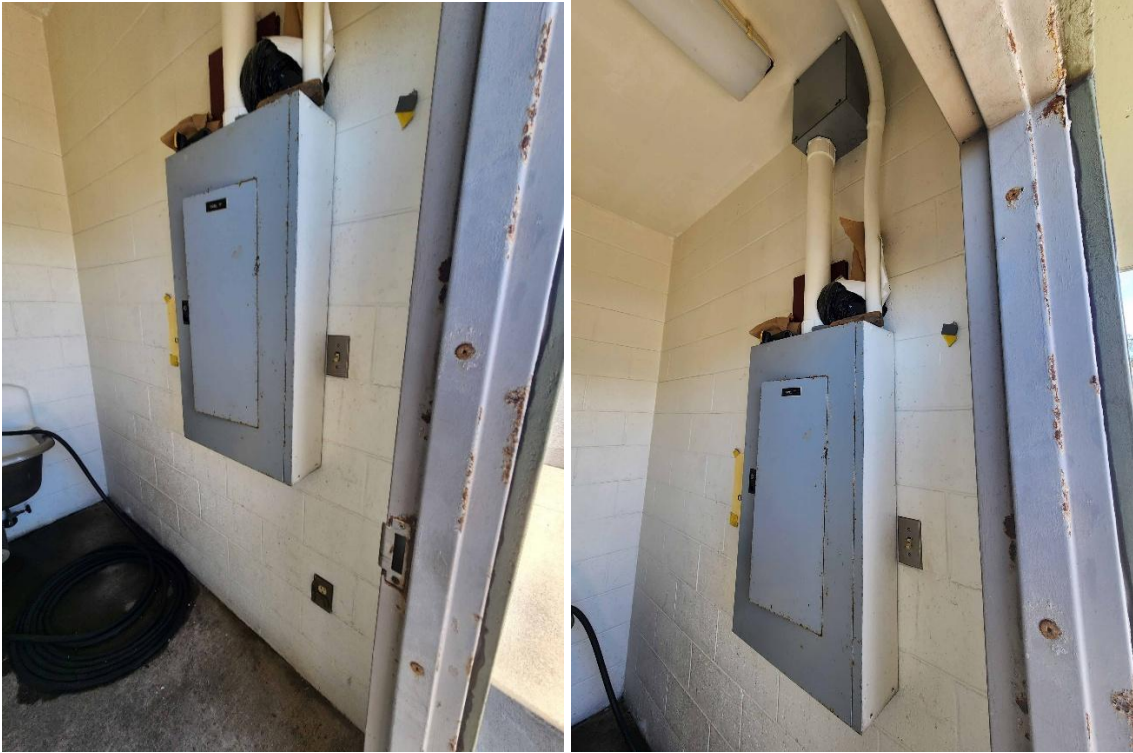
Pier 2 Young Brothers Comfort Station (Janitor Closet) – North Elevation (Exterior)



Pier 2 Young Brothers Comfort Station (Janitor Closet) – North East Elevation



Pier 2 Young Brothers Comfort Station (Janitor Closet) – South East Elevation



Pier 2 Young Brothers Comfort Station (Janitor Closet) – South West Elevation



Pier 2 Young Brothers Comfort Station (Janitor Closet) – North Elevation (Exterior)

Requirements of Chapter 104, HRS Wages and Hours of Employees on Public Works Law

Chapter 104, HRS, applies to every public works construction project over \$2,000, regardless of the method of procurement or financing (purchase order, voucher, bid, contract, lease arrangement, warranty, SPRB).

Rate of Wages for Laborers and Mechanics

- Minimum prevailing wages (basic hourly rate plus fringe benefits), as determined by the Director of Labor and Industrial Relations and published in wage rate schedules, shall be paid to the various classes of laborers and mechanics working on the job site. [§104-2(a), (b), Hawaii Revised Statutes (HRS)]
- If the Director of Labor determines that prevailing wages have increased during the performance of a public works contract, the rate of pay of laborers and mechanics shall be raised accordingly. [§104-2(a) and (b), HRS; §12-22-3(d) Hawaii Administrative Rules (HAR)]

Overtime

- Laborers and mechanics working on a Saturday, Sunday, or a legal holiday of the State or more than eight hours a day on any other day shall be paid overtime compensation at not less than one and one-half times the basic hourly rate plus the cost of fringe benefits for all hours worked. If the Director of Labor determines that a prevailing wage is defined by a collective bargaining agreement, the overtime compensation shall be at the rates set by the applicable collective bargaining agreement [§§104-1, 104-2(c), HRS; §12-22-4.1, HAR]

Weekly Pay

- Laborers and mechanics employed on the job site shall be paid their full wages at least once a week, without deduction or rebate, except for legal deductions, within five working days after the cutoff date. [§104-2(d), HRS]

Posting of Wage Rate Schedules

- Wage rate schedules with the notes for prevailing wages and special overtime rates, shall be posted by the contractor in a prominent and easily accessible place at the job site. A copy of the entire wage rate schedule shall be given to each laborer and mechanic employed under the contract, except when the employee is covered by a collective bargaining agreement. [§104-2(d), HRS]

Withholding of Accrued Payments

- If necessary, the contracting agency may withhold accrued payments to the contractor to pay to laborers and mechanics employed by the contractor or subcontractor on the job site any difference between the wages required by the public works contract or specifications and the wages received. [§104-2(e), HRS]

Certified Weekly Payrolls and Payroll Records

- A certified copy of all payrolls shall be submitted weekly to the contracting agency. [§104-3(a), HRS; §12-22-10, HAR]
- The contractor is responsible for the submission of certified copies of the payrolls of all subcontractors. The certification shall affirm that the payrolls are correct and complete, that the wage rates listed are not less than the applicable rates contained in the applicable wage rate schedule, and that the classifications for each laborer or mechanic conform with the work the laborer or mechanic performed. [§104-3(a), HRS; §12-22-10, HAR]
- Payroll records shall be maintained by the contractor and subcontractors for three years after completion of construction. The records shall contain: [§104-3(b), HRS; §12-22-10, HAR]
 - the name and home address of each employee
 - the last four digits of social security number
 - a copy of the apprentice's registration with DLIR
 - the employee's correct classification
 - rate of pay (basic hourly rate + fringe benefits)
 - itemized list of fringe benefits paid
 - daily and weekly hours worked
 - weekly straight time and overtime earnings
 - amount and type of deductions
 - total net wages paid
 - date of payment
- Records shall be made available for examination by the contracting agency, the Department of Labor and Industrial Relations (DLIR), or any of its authorized representatives, who may also interview employees during working hours on the job. [§§104-3(c), 104-22(a), HRS; §12-22-10, HAR]

Termination of Work on Failure to Pay Wages

- If the contracting agency finds that any laborer or mechanic employed on the job site by the contractor or any subcontractor has not been paid prevailing wages or overtime, the contracting agency may, by written notice to the contractor, terminate the contractor's or subcontractor's right to proceed with the work or with the part of the work in which the required wages or overtime compensation have not been paid. The contracting agency may complete this work by contract or otherwise, and the contractor or contractor's sureties shall be liable to the contracting agency for any excess costs incurred. [§104-4, HRS]

Apprentices

- Apprentice wage rates apply to contractors who are a party to a bona fide apprenticeship program which has been registered with the DLIR. In order to be paid apprentice rates, apprentices must be parties to an agreement either registered with or recognized as a USDOL nationally approved apprenticeship program by the DLIR, Workforce Development Division, (808) 586-8877, and the apprentice must be individually registered by name with the DLIR. [§12-22-6(1) and (2), HAR]
- The number of apprentices on any public work in relation to the number of journeyworkers in the same craft classification as the apprentices employed by the same employer on the same public work may not exceed the ratio allowed under the apprenticeship standards registered with or recognized by the DLIR. A registered or recognized apprentice receiving the journeyworker rate will not be considered a journeyworker for the purpose of meeting the ratio requirement. [§12-22-6(3), HAR]

Enforcement

- To ensure compliance with the law, DLIR and the contracting agency will conduct investigations of contractors and subcontractors. If a contractor or subcontractor violates the law, the penalties are: [§104-24, HRS]
 - First Violation Equal to 25% of back wages found due or \$250 per offense up to \$2,500, whichever is greater.
 - Second Violation Equal to amount of back wages found due or \$500 for each offense up to \$5,000, whichever is greater.
 - Third Violation Equal to two times the amount of back wages found due or \$1,000 for each offense up to \$10,000, whichever is greater; and
Suspension from doing any new work on any public work of a governmental contracting agency for three years.
- A violation would be deemed a second violation if it occurs within two years of the **first notification of violation**, and a third violation if it occurs within three years of **the second notification of violation**. [§104-24, HRS; §12-22-25(b), HAR]
- **Suspension:** For a first or second violation, the department shall immediately suspend a contractor who fails to pay wages or penalties until all wages and penalties are paid in full. For a third violation, the department shall penalize and suspend the contractor as described above, **except that if the contractor continues to violate the law, then the department shall immediately suspend the contractor for a mandatory three years. The contractor shall remain suspended until all wages and penalties are paid in full.** [§§104-24, 104-25, HRS]
- **Suspension:** Any contractor who fails to make payroll records accessible or provide requested information within 10 days, or fails to keep or falsifies any required record, shall be assessed a penalty including suspension as provided in Section 104-22(b) and 104-25(a)(3), HRS. [§104-3(c), HRS; §12-22-26, HAR]
- If any contractor interferes with or delays any investigation, the contracting agency shall withhold further payments until the delay has ceased. Interference or delay includes failure to provide requested records or information within ten days, failure to allow employees to be interviewed during working hours on the job, and falsification of payroll records. The department shall assess a penalty of \$10,000 per project, and \$1,000 per day thereafter, for interference or delay. [§104-22(b), HRS; §12-22-26, HAR]
- Failure by the contracting agency to include in the provisions of the contract or specifications the requirements of Chapter 104, HRS, relating to coverage and the payment of prevailing wages and overtime, is not a defense of the contractor or subcontractor for noncompliance with the requirements of this chapter. [§104-2(f), HRS]



For additional information, visit the department's website at <http://labor.hawaii.gov/wsd> or contact any of the following DLIR offices:

Oahu (Wage Standards Division)(808) 586-8777
Hawaii Island.....(808) 974-6464
Maui and Kauai(808) 243-5322

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HONOLULU, HAWAII

PROPOSAL

PROPOSAL

PROPOSAL TO THE STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HARBORS

PROJECT: KAHULUI HARBOR, PIERS 1-2,
REFURBISH COMFORT STATIONS, MAUI,
HAWAII

PROJECT NO: S30246

COMPLETION TIME: All work shall be completed within ONE
HUNDRED EIGHTY (180) CALENDAR
DAYS from the date indicated in the Notice to
Proceed from the Department.

LIQUIDATED DAMAGES: TWO HUNDRED AND TWENTY-FIVE
DOLLARS (\$225.00) for each and every
calendar day which the Contractor has delayed
the completion of this project.

DESIGN PROJECT MANAGER: MR. GREGG HIROKAWA
DEPARTMENT OF TRANSPORTATION
HARBORS
HALE AWA MOKU
79 S. NIMITZ HIGHWAY
HONOLULU, HAWAII 96813
PHONE: (808) 587-1985
E-MAIL: gregg.hirokawa@hawaii.gov

ELECTRONIC SUBMITTAL: **Bidders shall submit and upload the complete proposal to HIePRO prior to the bid opening date and time. Any additional support documents explicitly designated as confidential and/or proprietary shall be uploaded as a separate file to HIePRO. Bidders shall refer to SPECIAL PROVISIONS 2.8 PREPARATION AND DELIVERY OF BID for complete details. FAILURE TO UPLOAD THE COMPLETE PROPOSAL TO HIePRO SHALL BE GROUNDS FOR REJECTION OF THE BID.**

Director of Transportation
869 Punchbowl Street
Honolulu, Hawaii 96813

Dear Sir:

The undersigned Bidder declares the following:

1. It has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal.
2. It has not been assisted or represented on this matter by any individual who has, in a State capacity, been involved in the subject matter of this contract within the past two years.
3. It has not and will not, either directly or indirectly offered or given a gratuity (i.e. an entertainment or gift) to any State or County employee to obtain a contract or favorable treatment under a contract.

The undersigned Bidder further agrees to the following:

1. If this proposal is accepted, it shall execute a contract with the Department to provide all necessary labor, machinery, tools, equipment, apparatus and any other means of construction, to do all the work and to furnish all the materials specified in the contract in the manner and within the time therein prescribed in the contract, and that it shall accept in full payment therefore the sum of the unit and/or lump sum prices as set forth in the attached proposal schedule for the actual quantities of work performed and materials furnished and furnish satisfactory security in accordance with Section 103D-324, Hawaii Revised Statutes, within 10 days after the award of the contract or within such time as the Director of Transportation may allow after the undersigned has received the contract documents for execution, and is fully aware that non-compliance with the aforementioned terms will result in the forfeiture of the full amount of the bid guarantee required under Section 103D-323, Hawaii Revised Statutes.
2. That the quantities given in the attached proposal schedule are approximate only and are intended principally to serve as a guide in determining and comparing the bids.
3. That the Department does not either expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work, or to omit portions of the work, as may be deemed necessary or advisable by the Director of Transportation, and that all increased or decreased quantities of work shall be performed at the unit prices set forth in the attached proposal schedule except as provided for in the specifications.

4. In case of a discrepancy between unit prices and the totals in said Proposal Schedule, the unit prices shall prevail.
5. Agrees to begin work within 10 working days after the date of notification to commence with the work, which date is in the notice to proceed, and shall finish the entire project within the time prescribed.
6. The Director of Transportation reserves the right to reject any or all bids and to waive any defects when in the Director's opinion such rejections or waiver will be for the best interest of the public.
7. The undersigned Bidder further agrees to the following: Pursuant to HAR §3-122-13(e), any contractor (including consultants) paid for services to develop or prepare specifications or work statements shall be precluded from submitting an offer or receiving a contract for that particular solicitation. This includes the preparation of reports relied upon by HDOT in the development of the project scope.

The Bidder acknowledges receipt of and certifies that it has completely examined the following listed items: the Hawaii Department of Transportation, Air and Water Transportation Facilities Division General Provisions for Construction Projects dated 2016, the Notice to Bidders, the Special Provisions, if any, the Technical Provisions, the Proposal, the Contract and Bond Forms, and the Project Plans.

In accordance with Section 103D-323, Hawaii Revised Statutes, this proposal is accompanied with a bid security in the amount of 5% of the total amount bid, in the form checked below. (Check applicable bid security submitted with bid.)

Surety Bid Bond (Use standard form),

Cash,

Cashier's Check,

Certified Check, or

(Fill in other acceptable security.)

The undersigned Bidder acknowledges receipt of any addendum issued by the Department by recording in the space below the date of receipt.

Addendum No. 1 _____

Addendum No. 3 _____

Addendum No. 2 _____

Addendum No. 4 _____

In accordance with Section 103D-302, Hawaii Revised Statutes, the undersigned as Bidder, has listed the name of each person or firm, who will be engaged by the Bidder on the project as a Subcontractor or Joint Contractor and the nature of work to be done by each. **The Bidder must adequately and unambiguously disclose the unique nature and scope of the work to be performed by each Subcontractor or Joint Contractor.** For each listed firm, the Bidder declares the respective firm is a Subcontractor or Joint Contractor and is subject to evaluation as a Subcontractor or Joint Contractor. It is understood that failure to comply with the aforementioned requirements may be cause for rejection of the bid submitted.

<u>Name of Subcontractor</u>	<u>Nature and Scope of Work</u>
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____

<u>Name of Joint Contractor</u>	<u>Nature and Scope of Work</u>
1. _____	_____
2. _____	_____
3. _____	_____

NOTES:

"None" or if left blank indicates no Subcontractor or Joint Contractor.

If more space is needed, attach additional sheets.

The undersigned hereby certifies that the bid prices contained in the attached proposal schedule have been carefully checked and are submitted as correct and final.

This declaration is made with the understanding that the undersigned is subject to the penalty of perjury under the laws of the United States and is in violation of the Hawaii Penal Code, Section 710-1063, unsworn falsification to authorities, of the Hawaii Revised Statutes, for knowingly rendering a false declaration.

Bidder (Company Name)

By _____
Authorized Signature

Print Name and Title

Business Address

Business Telephone

Date

Contact Person (If different from above)

Phone: _____ Email: _____

NOTE:

If Bidder is a CORPORATION, the legal name of the corporation shall be set forth above, the corporate seal affixed, together with the signature(s) of the officer(s) authorized to sign contracts for the corporation. Please attach to this page current (not more than six months old) evidence of the authority of the officer(s) to sign for the corporation.

If Bidder is a PARTNERSHIP, the true name of the partnership shall be set forth above, with the signature(s) of the general partner(s). Please attach to this page current (not more than six months old) evidence of the authority of the partner authorized to sign for the partnership.

If Bidder is an INDIVIDUAL, the bidder's signature shall be placed above.

If signature is by an agent, other than an officer of a corporation or a partner of a partnership, a POWER OF ATTORNEY must be on file with the Department before opening bids or submitted with the bid. Otherwise, the Department may reject the bid as irregular and unauthorized.

PREFERENCES

Bidders agree that preferences shall be taken into consideration to determine the low bidder in accordance with said Sections and the rules promulgated, however, the award of contract will be in the amount of the bid offered exclusive of any preferences.

A. HAWAII PRODUCTS PREFERENCE

In accordance with ACT 174, SLH 2022, effective June 27, 2022, Hawaii Products Preference shall not apply to solicitations for public works construction. Therefore, the Hawaii Products Preference shall not apply to this project.

B. APPRENTICESHIP PROGRAMS PREFERENCE

In accordance with ACT 17, SLH 2009 – Apprenticeship Program, a 5% bid adjustment for bidders that are parties to apprenticeship agreements pursuant to Hawaii Revised Statutes (HRS) Section 103-55.6 may be applied to the bidder's price for evaluation purposes.

Any bidder seeking this preference must be a party to an apprenticeship agreement registered with the Department of Labor and Industrial Relations at the time the offer is made for each apprenticeable trade the bidder will employ to construct the public works projects for which the offer is being made.

The bidder is responsible for complying with all submission requirements for registration of its apprenticeship program before requesting the preference.

() Yes, I wish to be considered for the Apprenticeship Programs Preference. I have included Certification Form(s) 1 with my bid.

C. RECYCLED PRODUCT PREFERENCE

Recycled product preference shall not apply to this proposal.

KAHULUI HARBOR, PIERS 1-2,
REFURBISH COMFORT STATIONS, MAUI, HAWAII

JOB S30246

PROPOSAL SCHEDULE

Item No.	Item Description	Approximate Quantity	Unit	Unit Price	Amount Bid
1	Mobilization (Not to exceed 6% sum of all Items, excluding this Item)	L.S.	L.S.	L.S.	\$_____
2	Installation, Maintenance, and Removal of BMP	L.S.	L.S.	L.S.	\$_____
3	Renovation Work	L.S.	L.S.	L.S.	\$_____
4	Plumbing Work	L.S.	L.S.	L.S.	\$_____
5	Electrical Work	L.S.	L.S.	L.S.	\$_____
		TOTAL AMOUNT FOR COMPARISON OF BIDS \$_____			

NOTES:

1. Bidders shall submit and upload the complete proposal to HIePRO prior to the bid opening date and time. Proposals received after said due date and time shall not be considered. Any additional support documents explicitly designated as confidential and/or proprietary shall be uploaded as a separate file to HIePRO. Do not include confidential and/or proprietary documents with the proposal. The record of each bidder and respective bid shall be open to public inspection. Original (wet ink, hard copy) proposal documents are not required to be submitted. Contract award shall be based on evaluation of proposals submitted and uploaded to HIePRO.

FAILURE TO UPLOAD THE COMPLETE PROPOSAL TO HIePRO SHALL BE GROUNDS FOR REJECTION OF THE BID.

If there is a conflict between the specification document and the HIEPRO solicitation, the specifications shall govern and control, unless otherwise specified.

2. Bid shall include all Federal, State, County and other applicable taxes and fees.
3. The TOTAL AMOUNT FOR COMPARISON OF BIDS shall be used to determine the lowest responsible bidder.
4. Bidders shall complete all unit prices and amounts. Failure to do so shall be grounds for rejection of bid.
5. If a discrepancy occurs between unit bid price and the bid price, the unit bid price shall govern.
6. If the lowest TOTAL AMOUNT FOR COMPARISON OF BIDS exceeds the funds available for this project, the State reserves the right to negotiate with the lowest responsible bidder as permitted under Section 103D-302, Hawaii Revised Statutes, as amended, to reduce the scope of work and award a contract.
7. Submission of Proposal is a warranty that the bidder has made an examination of the project site and is fully aware of all conditions to be encountered in performing the work and the requirements of the plans and specifications.
8. No additional compensation will be paid by the State for losses, including overhead and profit, resulting from reduced scope of work.
9. Contract time shall remain the same whether or not the overall scope of work is decreased.

SURETY BID BOND

Bond No. _____

KNOW TO ALL BY THESE PRESENTS:

That we, _____
(full name or legal title of offerer)

as Offeror, hereinafter called the Principal, and

(name of bonding company)
as Surety, hereinafter called Surety, a corporation authorized to transact business as a
Surety in the State of Hawaii, are held and firmly bound unto

(State/county entity)
as Owner, hereinafter called Owner, in the penal sum of

(required amount of bid security)
Dollars(\$ _____), lawful money of the United States of America,
for the payment of which sum well and truly to be made, the said Principal and the said
Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly
and severally, firmly by these presents.

WHEREAS:

The Principal has submitted an offer for

(project by number and brief description)

NOW, THEREFORE:

The condition of this obligation is such that if the Owner shall reject said offer, or in
the alternate, accept the offer of the Principal and the Principal shall enter into a contract
with the Owner in accordance with the terms of such offer, and give such bond or bonds
as may be specified in the solicitation or Contract Documents with good and sufficient
surety for the faithful performance of such Contract and for the prompt payment of labor
and material furnished in the prosecution thereof as specified in the solicitation then this
obligation shall be null and void, otherwise to remain in full force and effect.

Signed this _____ day of _____

Name of Principal (Offeror) (Seal)

Signature

Title

Name of Surety (Seal)

Signature

Title

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HONOLULU, HAWAII

SAMPLE FORMS

Contents:

Sample Contract
Performance Bond (Surety)
Performance Bond
Labor and Material Payment Bond (Surety)
Labor and Material Payment Bond
Chapter 104, HRS Compliance Certificate
Certification of Compliance for Employment of State Residents, Act 192, SLH 2011

CONTRACT

THIS AGREEMENT, made this day of _____, by and between the STATE OF HAWAII, by its Director of Transportation, hereinafter referred to as "STATE", and «CONTRACTOR», «STATE_OF_INCORPORATION», whose business/post office address is «ADDRESS», hereinafter referred to as CONTRACTOR";

WITNESSETH: That for and in consideration of the payments hereinafter mentioned, the CONTRACTOR hereby covenants and agrees with the STATE to complete in place, furnish and pay for all labor and materials necessary for "«PROJECT_NAME_AND_NO»", or such a part thereof as shall be required by the STATE, the total amount of which labor, material and construction shall be computed at the unit and/or lump sum prices set forth in the attached proposal schedule and shall be the sum of «BASIC»----DOLLARS (\$«BASIC_NUMERIC») as follows:

TOTAL AMOUNT FOR COMPARISON OF BIDS.....\$«BASIC_NUMERIC»

which sum shall be provided from State funds, all in accordance with the specifications, the special provisions, if any, the notice to bidders, the instructions to bidders, the proposal and plans for «PROJECT_NO_ONLY», and any supplements thereto, on file in the office of the Director of Transportation. These documents, together with all alterations, amendments, and additions thereto and deductions therefrom, are attached hereto or incorporated herein by reference and made a part of this contract.

The CONTRACTOR hereby covenants and agrees to complete such construction within «WORKING_DAYS» from the date indicated in the Notice to Proceed from the State subject, however, to such extensions as may be provided for in writing under the specifications.

For and in consideration of the covenants, undertakings and agreements of the CONTRACTOR herein set forth and upon the full and faithful performance thereof by the CONTRACTOR, the STATE hereby agrees to pay the CONTRACTOR the sum of «BASIC»---DOLLARS (\$«BASIC_NUMERIC») in lawful money, but not more than such part of the same as is actually earned according to the STATE's determination of the actual quantities of work performed and materials furnished by the CONTRACTOR at the unit or lump sum prices set forth in the attached proposal schedule. Such payment, including any extras, shall be made, subject to such additions or deductions hereto or hereafter made in the manner and at the time prescribed in the specifications and this contract.

An additional sum of «EXTRAS»-----DOLLARS (\$«EXTRA_NUMERIC») is hereby provided for extra work.

All words used herein in the singular shall extend to and include the plural. All words used in the plural shall extend to and include the singular. The use of any gender shall extend to and include all genders.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed the day and year first above written.

STATE OF HAWAII

Director of Transportation

«CONTRACTOR»

(Seal)

Signature

Print name

Print Title

Date

PERFORMANCE BOND (SURETY)
(6/21/07)

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 signed a Contract with Obligee on
_____, for the following project: _____

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.

In the event of Default by the Principal, of the obligations under the Contract, then after written Notice of Default from the Oblige 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 Oblige 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

***ALL SIGNATURES MUST BE ACKNOWLEDGED
BY A NOTARY PUBLIC**

PERFORMANCE BOND

KNOW TO ALL BY THESE PRESENTS:

That we, _____
(full legal name and street address of Contractor)

as Contractor, hereinafter called Contractor, is held and firmly bound unto the

_____ *(State/County entity)*

its successors and assigns, as Obligee, hereinafter called Obligee, in the amount

_____ DOLLARS \$ _____),
(Dollar amount of Contract)

lawful money of the United States of America, for the payment of which to the said Obligee, well and truly to be made, Contractor binds itself, its heir, executors, administrators, successors and assigns, firmly by these presents. Said amount is evidenced by:

- Legal Tender;**
- Share Certificate** unconditionally assigned to or made payable at sight to
Description: _____;
- Certificate of Deposit**, No. _____, dated _____ issued
by _____ drawn on
_____ a bank, savings
institution or credit union insured by the Federal Deposit Insurance Corporation or the
National Credit Union Administration, payable at sight or unconditionally assigned to
_____;
- Cashier's Check** No. _____, dated _____
drawn on _____ a
bank, savings institution or credit union insured by the Federal Deposit Insurance
Corporation or the National Credit Union Administration, payable at sight or
unconditionally assigned to _____;
- Teller's Check** No. _____, dated _____
drawn on _____ a
bank, savings institution or credit union insured by the Federal Deposit Insurance
Corporation or the National Credit Union Administration, payable at sight or
unconditionally assigned to _____;
- Treasurer's Check** No. _____, dated _____
drawn on _____ a
bank, savings institution or credit union insured by the Federal Deposit Insurance
Corporation or the National Credit Union Administration, payable at sight or
unconditionally assigned to _____;
- Official Check** No. _____, dated _____
drawn on _____ a
bank, savings institution or credit union insured by the Federal Deposit Insurance
Corporation or the National Credit Union Administration, payable at sight or
unconditionally assigned to _____;
- Certified Check** No. _____, dated _____
accepted by a bank, savings institution or credit union insured by the Federal Deposit
Insurance Corporation or the National Credit Union Administration, payable at sight or
unconditionally assigned to _____;

WHEREAS:

The Contractor has by written agreement dated _____ entered into a contract with Obligee for the following Project: _____

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 Contractor shall promptly and faithfully perform the Contract in accordance with, in all respects, the stipulations, agreements, covenants and conditions of the Contract as it now exists or may be modified according to its terms, and shall deliver the Project to the Obligee, or to its successors or assigns, fully completed as in the Contract specified and free from all liens and claims and without further cost, expense or charge to the Obligee, its officers, agents, successors or assigns, free and harmless from all suits or actions of every nature and kind which may be brought for or on account of any injury or damage, direct or indirect, arising or growing out of the doing of said work or the repair or maintenance thereof or the manner of doing the same or the neglect of the Contractor or its agents or servants or the improper performance of the Contract by the Contractor or its agents or servants or from any other cause, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

AND IT IS HEREBY STIPULATED AND AGREED that suit on this bond may be brought before a court of competent jurisdiction without a jury, and that the sum or sums specified in the said Contract as liquidated damages, if any, shall be forfeited to the Obligee, its successors or assigns, in the event of a breach of any, or all, or any part of, covenants, agreements, conditions, or stipulations contained in the Contract or in this bond in accordance with the terms thereof.

The amount of this bond may be reduced by and to the extent of any payment or payments made in good faith hereunder.

Signed and sealed this _____ day of _____, _____.

(Seal) _____
Name of Contractor

Signature*

Title

*ALL SIGNATURES MUST BE ACKNOWLEDGED
BY A NOTARY PUBLIC

LABOR AND MATERIAL PAYMENT BOND (SURETY)
(6/21/07)

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 signed Contract with the Obligee on _____ for the following project: _____

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.

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

***ALL SIGNATURES MUST BE ACKNOWLEDGED
BY A NOTARY PUBLIC**

LABOR AND MATERIAL PAYMENT BOND

KNOW TO ALL BY THESE PRESENTS:

That we, _____
(full legal name and street address of Contractor)

as Contractor, hereinafter called Contractor, is held and firmly bound unto _____
(State/County entity)

its successors and assigns, as Obligee, hereinafter called Obligee, in the amount
_____ DOLLARS (\$ _____)
(Dollar amount of Contract)

lawful money of the United States of America, for the payment of which to the said Obligee, well and truly to be made, Contractor binds itself, its heir, executors, administrators, successors and assigns, firmly by these presents. Said amount is evidenced by:

- Legal Tender;
- Share Certificate unconditionally assigned to or made payable at sight to _____
Description: _____
- Certificate of Deposit, No. _____, dated _____ issued by _____ drawn on _____ a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;
- Cashier's Check No. _____, dated _____ drawn on _____ a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;
- Teller's Check No. _____, dated _____ drawn on _____ a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;
- Treasurer's Check No. _____, dated _____ drawn on _____ a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;
- Official Check No. _____, dated _____ drawn on _____ a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;
- Certified Check No. _____, dated _____ accepted by a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;

WHEREAS:

The Contractor has by written agreement dated _____ entered into a contract with Obligee for the following Project: _____

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 Contractor shall promptly and faithfully perform the Contract in accordance with, in all respects, the stipulations, agreements, covenants and conditions of the Contract as it now exists or may be modified according to its terms, free from all liens and claims and without further cost, expense or charge to the Obligee, its officers, agents, successors or assigns, free and harmless from all suits or actions of every nature and kind which may be brought for or on account of any injury or damage, direct or indirect, arising or growing out of the doing of said work or the repair or maintenance thereof or the manner of doing the same or the neglect of the Contractor or its agents or servants or the improper performance of the Contract by the Contractor or its agents or servants or from any other cause, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

AND IT IS HEREBY STIPULATED AND AGREED that suit on this bond may be brought before a court of competent jurisdiction without a jury, and that the sum or sums specified in the said Contract as liquidated damages, if any, shall be forfeited to the Obligee, its successors or assigns, in the event of a breach of any, or all, or any part of, covenants, agreements, conditions, or stipulations contained in the Contract or in this bond in accordance with the terms thereof.

AND IT IS HEREBY STIPULATED AND AGREED that this bond shall inure to the benefit of any and all persons entitled to file claims for labor performed or materials furnished in said work so as to give any and all such persons a right of action as contemplated by Sections 103D-324(d) and 103D-324(e), Hawaii Revised Statutes.

The amount of this bond may be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payments of mechanics' liens which may be filed of record against the Project, whether or not claim for the amount of such lien be presented under and against this bond..

Signed this _____ day of _____, _____.

(Seal) _____

Name of Contractor

Signature*

Title

ALL SIGNATURES MUST BE ACKNOWLEDGED BY A NOTARY PUBLIC

CHAPTER 104, HRS COMPLIANCE CERTIFICATE

The undersigned bidder does hereby certify to the following:

1. Individuals engaged in the performance of the contract on the job site shall be paid:
 - A. Not less than the wages that the director of labor and industrial relations shall have determined to be prevailing for corresponding classes of laborers and mechanics employed on public works projects; and
 - B. Overtime compensation at one and one-half times the basic hourly rate plus fringe benefits for hours worked on Saturday, Sunday, or a legal holiday of the State or in excess of eight hours on any other day.
2. 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.

DATED at Honolulu, Hawaii, this _____ day of _____, 20__.

«CONTRACTOR»
Name of Corporation, Partnership, or Individual

Signature and Title of Signer

Notary Seal
NOTARY ACKNOWLEDGEMENT

Subscribed and sworn before me this _____ day of _____
Notary signature _____
Notary public, State of _____
My Commission Expires: _____

Notary Seal
NOTARY CERTIFICATION

Doc. Date: _____ #Pages: _____
Notary Name: _____ Circuit _____
Doc. Description: _____

Notary signature _____
Date _____

**PROVISIONS TO BE INCLUDED IN
CONSTRUCTION PROCUREMENT SOLICITATIONS**

1. Definitions for terms used in HRS Chapter 103B as amended by Act 192, SLH 2011:
 - a. "Contract" means contracts for construction under 103D, HRS.
 - b. "Contractor" has the same meaning as in Section 103D-104, HRS, provided that "contractor" includes a subcontractor where applicable.
 - c. "Construction" has the same meaning as in Section 103D-104, HRS.
 - d. "General Contractor" means any person having a construction contract with a governmental body.
 - e. "Procurement Officer" has the same meaning as in Section 103D-104, HRS.
 - f. "Resident" means 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.
 - g. "Shortage trade" means 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.

2. HRS Chapter 103B as amended by Act 192, SLH 2011--Employment of State Residents Requirements:
 - a. A Contractor awarded a contract shall ensure that Hawai'i residents comprise not less than 80% of the workforce employed to perform the contract work on the project. 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 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.

- b. Prior to award of a contract, an Offeror/Bidder may withdraw an offer/bid without penalty if the Offeror/Bidder finds that it is unable to comply with HRS Chapter 103B as amended by Act 192, SLH 2011.
- c. Prior to starting any construction work, the Contractor shall submit the subcontract dollar amount for each of its Subcontractors.
- d. 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.
- e. The Contractor and any Subcontractor whose subcontract is \$50,000 or more shall comply with the requirements of HRS Chapter 103B as amended by Act 192, SLH 2011.
 - 1) Certification of compliance shall be made in writing under oath by an officer of the General Contractor and applicable Subcontractors and submitted with the final payment request.
 - 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.
 - 3) In addition to the certification of compliance as indicated above, the Contractor and Subcontractors shall maintain records such as certified payrolls for laborers and mechanics who performed work at the site and time sheets 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 Subcontractor who performed work on the project to validate compliance with HRS Chapter 103B as amended by Act 192, SLH 2011. The Contractor and Subcontractors shall retain these records and provide access to the State for a minimum period of four (4) years after the final payment, except that if any litigation, claim, negotiation, investigation, audit or other action involving the records has been started before the expiration of the four-year period, the Contractor and Subcontractors shall retain the records until completion of the action and resolution of all issues that arise from it, or until the end of the four-year period, whichever occurs later. Furthermore, it shall be the Contractor's responsibility to enforce compliance with this provision by any Subcontractor.

- f. A General Contractor or applicable Subcontractor who fails to comply with this section shall be subject to any of the following sanctions:
- 1) With respect to the General Contractor, withholding of payment on the contract until the Contractor or its Subcontractor complies with HRS Chapter 103B as amended by Act 192, SLH 2011.
 - 2) Proceedings for debarment or suspension of the Contractor or Subcontractor under Hawai'i Revised Statutes §103D-702.
3. Conflict with Federal Law: This section shall not apply if the application of this section is in conflict with any federal law, or if the application of this section will disqualify the State from receiving Federal funds or aid.

**CERTIFICATION OF COMPLIANCE
FOR
EMPLOYMENT OF STATE RESIDENTS
HRS CHAPTER 103B, AS AMENDED BY ACT 192, SLH 2011**

Project Title: _____

Agency Project No: _____

Contract No.: _____

As required by Hawai'i Revised Statutes Chapter 103B, as amended by Act 192, Session Laws of Hawaii 2011—Employment of State Residents on Construction Procurement Contracts, I hereby certify under oath, that I am an officer of _____ and

(Name of Contractor or Subcontractor Company)

for the Project Contract indicated above, _____ was in

(Name of Contractor or Subcontractor Company)

compliance with HRS Chapter 103B, as amended by Act 192, SLH 2011, by employing a workforce of which not less than eighty percent are Hawai'i residents, as calculated according to the formula in the solicitation, to perform this Contract.

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

I am an officer of a **Subcontractor** for this contract.

CORPORATE SEAL

(Name of Company)

(Signature)

(Print Name)

(Print Title)

Subscribed and sworn to me before this
____ day of _____, 2011.

Doc. Date: _____ # of Pages _____ 1st Circuit

Notary Name: _____

Doc. Description: _____

Notary Public, 1st Circuit, State of Hawai'i
My commission expires: _____

Notary Signature

Date

NOTARY CERTIFICATION