

REQUIREMENTS and SPECIFICATIONS

TO COMPLETE

**HOAPILI HALE
POWER QUALITY SYSTEM IMPROVEMENTS
JUD-2C-HOAPILI HALE POWER QUALITY IMP.
TAX MAP KEY: (2)-4-013:020 & 021
WAILUKU, MAUI, HAWAII**

**FOR THE THE JUDICIARY
STATE OF HAWAII**

**BRANDON M. KIMURA
ADMINISTRATIVE DIRECTOR OF THE COURTS
THE JUDICIARY-STATE OF HAWAII**

AUGUST 2026

Prime Consultant & Electrical Engineer: Ronald N.S. Ho & Associates, Inc.

JUD-CIP-Approved
JRS
08/06/2026

SECTION 00010 - TABLE OF CONTENTS

DIVISION 0 - INTRODUCTORY, BIDDING AND CONTRACTING REQUIREMENTS

Title Page	1
Section 00010 Table of Contents	1-2
Section 00110 Notice to Bidders	1-3
Section 00210 Instructions to Bidders	1-11
Section 00411 Solicitation, Offer and Contract Form.....	1-10
Section 00700 General Conditions	1-33
Section 00800 Special Conditions	1-4

DIVISION 1 - GENERAL REQUIREMENTS

Section 01100 Project Requirements.....	1-6
Section 01310 Project Management and Coordination	1-6
Section 01320 Construction Progress Documentation	1-6
Section 01330 Submittal Procedures	1-4
Section 01500 Temporary Facilities and Controls	1-9
Section 01770 Closeout Procedures.....	1-8

DIVISION 2 - SITE CONSTRUCTION (NOT USED)

DIVISION 3 - CONCRETE (NOT USED)

DIVISION 4 - MASONRY (NOT USED)

DIVISION 5 - METALS (NOT USED)

DIVISION 6 - WOOD AND PLASTICS (NOT USED)

DIVISION 7 - THERMAL AND MOISTURE PROTECTION (NOT USED)

DIVISION 8 - DOORS AND WINDOWS (NOT USED)

DIVISION 9 - FINISHES (NOT USED)

DIVISION 10 - SPECIALTIES (NOT USED)

DIVISION 11 - EQUIPMENT (NOT USED)

DIVISION 12 - FURNISHING (NOT USED)

DIVISION 13 - SPECIAL CONSTRUCTION (NOT USED)

DIVISION 14 - CONVEYING SYSTEMS (NOT USED)

DIVISION 15 - MECHANICAL (NOT USED)

DIVISION 16 – ELECTRICAL

Section 16000 General Electrical Requirements 1-12

Section 16050 Basic Materials and Methods 1-20

NOTICE TO BIDDERS

**SEALED BIDS (Chapter 103D, HRS) For:
HOAPILI HALE
POWER QUALITY SYSTEM IMPROVEMENTS
JUD-2C-HOAPILI HALE POWER QUALITY IMP.**

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

Submit the Competitive SOLICITATION, OFFER AND CONTRACT FORM up to 12:00 PM, September 3, 2026.

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

The work generally consists of installation of surge protection devices for the entire building, installation for a power conditioner for the 3rd elevator bank; and re-circuiting of existing gate to emergency power.

The estimated construction cost is \$250,000.

All interested parties are strongly encouraged to attend a pre-bid meeting and judiciary conducted site visit. No other time shall a site inspection shall be scheduled or allowed.

Prebid meeting and the accompanying site visit will be at Hoapili Hale, 2145 Main Street, room number 407 on August 14, 2026 at 9am. A site visit will immediately follow the meeting.

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

Campaign Contributions by State and County Contractors Prohibited.

If awarded a contract in response to this solicitation, offeror agrees to comply with HRS section 11-355, which states that campaign contributions are prohibited from a State and County government contractor during the term of the contract if the contractor is paid with funds appropriated by the legislative body, at any time between the execution of the contract through the completion of the contract.

To be eligible to submit a Bid, the Bidder must possess a valid State of Hawai'i Contractor's license classification (s) **C-13** .

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

Brandon M Kimura

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

GENERAL NOTICE

TAX CLEARANCE AND HAWAII BUSINESS CERTIFICATES

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

OTHER INFORMATION

Bid results and the Contract Award notice will be posted at the HlePro website:

<https://hiepro.ehawaii.gov/welcome/html>

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

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

SECTION 00210 - INSTRUCTIONS TO BIDDERS

PART 1 - GENERAL

1.01 GENERAL

- A. Only bidders with the required Contractor's license(s) are eligible to submit a Bid.
- B. Bidders (Contractors) shall be incorporated or organized under the laws of the State or be registered to do business in the State as a separate branch or division that is capable of fully performing under the contract. The following definitions are used in the solicitation documents.
 - 1. Hawaii Business §3-122-112 HAR: A bidder who is registered and incorporated or organized under the laws of the State is a "Hawaii Business" and eligible for an award.
 - 2. Compliant non-Hawaii Business §3-122-112 HAR: A bidder not incorporated or organized under the laws of the State, but is registered to do business in the State and complies with or is exempt from the requirements of §3-122-112 HAR, is a "Compliant Non-Hawaii Business" and eligible for an award.
 - 3. Non-compliant Bidder: If a bidder is a non-Hawaii business and is not registered with the DCCA Business Registration Division (BREG) or cannot comply with §3-122-112 HAR, then the bidder is non-compliant and is ineligible for an award.
- C. When announced by the NOTICE TO BIDDERS, all bidders who intend to submit a bid, are invited to attend an initial pre-bid meeting and the accompanying site visit(s). Other interested parties may attend the initial pre-bid meeting and the accompanying site visit(s). For other site visits not conducted by the Department, bidders shall contact and make arrangements with the Project Contact Person listed in SECTION 00800 - SPECIAL CONDITIONS of these specifications.
- D. Bidders shall submit the "Solicitation, Offer and Contract Form", bid bond (if required), and any other documents required by these solicitation documents.
- E. The *GENERAL CONDITIONS* set forth additional terms and conditions for the bid and award process. The *GENERAL CONDITIONS* will be part of the contract documents by which the State and the bidder (prospective Contractor) will be bound. Bidders are directed to the *GENERAL CONDITIONS*, for contract and statutory requirements and for Bidding and Execution of Contract Requirements. Bidders are also directed to SECTION 00700 - GENERAL CONDITIONS and SECTION 00800 - SPECIAL CONDITIONS of these specifications for definitions and modifications to the *GENERAL CONDITIONS*.
- F. **Project Labor Agreement (PLA) for State Construction Projects**
 - 1. ADMINISTRATIVE DIRECTIVE NO. 24-01 (Directive), dated February 16, 2024, requires a PLA (available at <https://budget.hawaii.gov/wp-content/uploads/2024/02/AD-24-01.pdf>) for all projects with award amounts in excess of one million five hundred thousand dollars (\$1,500,000),

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

11. The Contractor has the primary obligation to meet all conditions of the PLA. This obligation cannot be relieved, evaded or diminished by subcontracting. Should the Contractor elect to subcontract, the Contractor shall continue to have such primary obligation.
12. The State shall remain impartial concerning any dispute between labor and its Contractor and not undertake the conciliation, mediation, or arbitration of a labor dispute. All labor disputes shall be resolved pursuant to the procedure set forth in the PLA.

1.02 OFFEROR(S) or BIDDER(S)

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

1.03 PRE-BID MEETING AND SITE VISIT(S)

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

1.04 ADDENDA AND CLARIFICATIONS

- A. The Department may periodically issue addenda and bid clarifications which may provide additional information or alter the plans and specifications.
- B. The Department will make addenda and bid clarifications available to Bidders via the Department's website and at the physical locations indicated in the Notice to Bidders for pickup of the solicitation documents. Bidders are responsible for the information contained in the addenda and bid clarifications whether or not the bidder receives the addenda or clarifications.
- C. Bidders discovering an ambiguity, inconsistency, or error when examining the bid documents or the site and bidders with questions or clarification requests shall transmit said discoveries, questions, and/or requests to the Department's Contracts Engineer in writing. Bidders may use the form entitled 'Questions and Clarifications' at the end of Section 00800 - SPECIAL CONDITIONS which contains options for physical delivery and transmittal by fax. Bidders choosing not to use the form provided shall bear the responsibility for clearly labeling their submittal to allow its proper identification and routing and for following the instructions cited above for physical delivery or fax transmittal.
- D. All written transmittals shall be brief, concise, but complete enough to properly evaluate and determine the merits of the question or request. Include references to appropriate section numbers, paragraphs, drawings, details, schedule numbers, and provide other information as appropriate.
- E. Requests transmitted or otherwise communicated directly to the Consultant will not be considered to be transmitted to the Department and will not be addressed.

- F. Bidders shall submit all discoveries, questions, and/or requests no later than 14 calendar days prior to the submission date for sealed bids.
- G. Requests for Substitution will only be entertained prior to bid opening if Section 00800 - SPECIAL CONDITIONS indicates that substitutions before award are allowed for this project. If allowed, requests of this nature must be submitted before the deadline specified for this purpose in the Notice to Bidders.

1.05 SOLICITATION, OFFER AND CONTRACT FORM (BID FORM)

- A. Bidder shall fill out the "Solicitation, Offer and Contract Form" completely. This includes the "Offer" portion of the form and all remaining fill-ins. Write in ink or type. Bidders must also comply with the supplemental instructions contained within the "Solicitation, Offer and Contract Form." Do not alter the "Solicitation, Offer and Contract Form", and maintain the form intact. When the State makes changes to the "Solicitation, Offer and Contract Form", a completely new bid form with appropriate addendum notation will be issued. Bidders shall use the most current version. Bidders shall use their exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate space on the Solicitation, Offer and Contract Form.
- B. Schedule for Work: Note the provisions of this article, the referenced COST, TIME AND SCHEDULE article, and specification SECTION 01100 - PROJECT REQUIREMENTS for the construction dates including: project schedule, project start date, jobsite start date, jobsite completion date, contract completion date and contract duration, if provided.
- F. Preference: If applicable to this project, preferences are considered when evaluating bids to determine the ranking of the respective bidders. The award of the contract will be in the amount of the bid exclusive of any preference adjustments.
- G. Recycled Product Preference: If applicable to this project, a recycled product preference of at least 5 percent of the price of the item is available. All bidders, either proposing or not proposing to use the recycled product preference shall complete the "Recycled Product Schedule". If choosing to use a recycled product, enter the respective costs for the recycled product; otherwise, enter the cost for the non-recycled product. Make sure a cost is entered for each listed product. Each product cost shall be complete, including jobsite delivery and applicable taxes.
 - 1. For each recycled product the bidder chooses to use, the bidder shall include in its bid package the complete "Certification of Recycled Content Form" (SPO-Form 8) along with all supporting information. A sample of the certification form is in the GENERAL CONDITIONS.
 - 2. The "Recycled Product Schedule" shows the percent preference used for each listed recycled product.
- H. Apprenticeship Agreement Preference:

1. If applicable to this project, any bidder seeking the preference must be a party to an apprenticeship agreement registered with the State Department of Labor and Industrial Relations (DLIR) at the time the bid is submitted for each apprenticeable trade the bidder will employ to construct the project. "Employ" means the employment of a person in an employer-employee relationship.
 - a. The apprenticeship agreement shall be registered with the DLIR and conform to the requirements of Hawaii Revised Statutes Chapter 372.
 - b. Subcontractors do not have to be a party to an apprenticeship agreement for the bidder to obtain the preference.
 - c. The bidder is not required to have apprentices in its employ at the time the bid is submitted to qualify for the preference.
2. Self Certification. A bidder seeking the preference must identify each apprenticeable trade the bidder will employ to perform the work by completing the self certification in the solicitation, offer and contract form. "Apprenticeable trade" shall have the same meaning as "apprenticeable occupation" pursuant to Hawaii Administrative Rules (HAR) §12-30-5.
3. The certification of bidder's participation (Form 1)
 - a. The *Certification of Bidder's Participation - Form 1* shall be authorized by an apprenticeship sponsor listed on the DLIR list of registered apprenticeship programs. "Sponsor" means an operator of an apprenticeship program and in whose name the program is approved and registered with the DLIR pursuant to HAR §12-30-1.
 - b. The authorization shall be an original signature by an authorized official of the apprenticeship sponsor.
 - c. The completed *Certification of Bidder's Participation - Form 1* for each trade must be submitted with the bid. A facsimile or copy is acceptable to be submitted with the bid, however the signed original must be submitted within five (5) working days of the bid open date. If the signed original is not received within this timeframe, the preference may be denied. Previous certifications shall not apply.
 - d. When filling out the *Certification of Bidder's Participation - Form 1*, the name of Apprenticeable Trade and Apprenticeship Sponsor must be the same as recorded in the List of Construction Trades in Registered Apprenticeship Programs that is posted on the State Department of Labor and Industrial Relations website. "Registered apprenticeship program" means a construction trade program approved by and registered with the DLIR pursuant to HAR §12-30-1 and §12-30-4.
 - e. The *Certification of Bidder's Participation - Form 1* and the List of Construction Trades in Registered Apprenticeship Programs is available on the DLIR website at: <http://labor.hawaii.gov/wdd/files/2012/12/Form-1-Certification-of-Bidders-Participation.pdf>

4. Upon receiving the Self Certification and *Certification of Bidder's Participation - Form 1*, the Procurement Officer will verify that the apprenticeship program is on the List of Construction Trades in Registered Apprenticeship Programs and that the form is signed by an authorized official of the Apprenticeship Program Sponsor. If the programs and signature are not confirmed by the DLIR, the bidder will not qualify for the preference.
 5. If the bidder is certified to participate in an apprenticeship program for each trade which will be employed by the bidder for the project, a preference will be applied to decrease the bidder's bid amount by five (5) percent for evaluation purposes.
 6. Should the bidder qualify for other preferences (for example, Hawaii Products), all applicable preferences shall be applied to the bid price.
- I. Other Conditions: Bidder acknowledges and agrees to the provisions and certifications stated in this article.
 - J. Receipt of Addenda: Bidder shall fill in the appropriate dates any addenda were received.
 - K. Listing Joint Contractors or Subcontractors:
 1. Bidder shall complete the "Joint Contractors or Subcontractors List". It is the sole responsibility of the bidder to review the requirements of this project and determine the appropriate specialty Contractor's licenses that are required to complete the project. Failure of the bidder to provide the correct names and specialty Contractor's nature of work to be performed, may cause the bid to be rejected.
 2. Bidder agrees the completed listing of joint Contractors or Subcontractors is required for the project and that the bidder, together with the listed joint Contractors and Subcontractors, have all the specialty Contractor's licenses to complete the work.
 3. Based on the Hawaii Supreme Court's January 28, 2002 decision in Okada Trucking Co., Ltd. v. Board of Water Supply, et al., 97 Hawaii 450 (2002), the bidder as a general Contractor ('A' or 'B' license) is prohibited from undertaking any work solely or as part of a larger project, which would require the bidder ('A' or 'B' general Contractor) to act as a specialty ('C' license) Contractor in any area in which the bidder ('A' or 'B' general Contractor) has no specialty Contractor's license. Although the 'A' and 'B' Contractor may still bid on and act as the "Prime Contractor" on an 'A' or 'B' project (*See, HRS §444-7 for the definitions of an "A" and "B" project*), respectively, the 'A' and 'B' Contractor may only perform work in the areas in which they have the appropriate Contractor's license. The bidder ('A' or 'B' general Contractor) must have the appropriate 'C' specialty Contractor's licenses either obtained on its own, or obtained automatically under HAR §16-77-32.
 4. General Engineering 'A' Contractors automatically have these 'C' specialty Contractor's licenses: C-3, C-9, C-10, C-17, C-24, C-31a, C-32, C-35, C-37a, C-37b, C-38, C-43, C-49, C-56, C-57a, C-57b, and C-61.

5. General Building 'B' Contractors automatically have these 'C' specialty Contractor's licenses: C-5, C-6, C-10, C-12, C-24, C-25, C-31a, C-32a, C-42a, and C-42b.
6. Instructions to complete the Joint Contractors or Subcontractors List:
 - a. Describe the specialty Contractor's nature of work to be performed for this project and provide the complete firm name of the joint Contractor or Subcontractor in the respective columns.
 - b. List only one entity per required specialty contractor's classification. A bidder who intends to use more than one entity with the same specialty contractor's classification, will not be permitted to do so unless the nature of work to be performed by each entity is both distinct and separate and is appropriately described (i.e. two C-13 contractors are listed but one has the responsibility for AC control and the other for AC power). A bidder who intends to perform work that falls under the same specialty contractor's classification as that of a listed joint contractor or subcontractor must list itself, ensure that the nature of work is both distinct and separate, and is appropriately described.
 - c. For projects with alternate(s), fill out the respective "Joint Contractors or Subcontractors List for the Alternate(s)". Bidder shall describe the specialty Contractor's nature of work to be performed on this project for the respective alternate. Bidders shall fill in the complete firm name and nature of work to be performed by the respective joint Contractor or Subcontractor. If the joint Contractor or Subcontractor was previously listed under base bid, listing under Alternate(s) is not required.
- L. Cost, Time and Schedule: Bidder shall completely fill out the article and enter the cost for the Project Bid Price, Variable Quantities Unit Prices and Alternates when provided. Bidder shall tabulate the Project Bid Price, Variable Quantities Unit Prices and Allowances when provided, and the Bidders shall then enter the Total Lump Sum Bid Price. **BE SURE TO ENTER THE TOTAL LUMP SUM BID PRICE IN WORDS AND NUMERALS.** Refer to Bidder's Instructions located within the article.
 1. If provided, bidder shall fill in total costs for each alternate.
 2. The bidder is directed to the construction time information Article entitled "TIME" for the contract duration and construction time for alternates. Bidder shall refer to SECTION 01100 - PROJECT REQUIREMENTS of these specifications for additional construction time information, as applicable.
- M. Offer Page: Bidder shall completely fill out Blocks 11 through 22C. Bidder shall indicate if it is a "Hawaii Business" or a "Compliant Non-Hawaii Business" in Block 21. Also, bidder shall refer to Bidder's Instructions located near end of section.

1.06 BID SECURITY

- A. Bid security is required for bids procured as Invitation for Bid (IFB) Large Purchase.
 1. Bidder shall refer to SECTION 00410 or 00411, SOLICITATION, OFFER AND

CONTRACT FORM, 10. ADDITIONAL SOLICITATION REQUIREMENTS, B. Bid Security for applicable requirement.

2. Bid security submittal shall be as follows:

- a. Photocopy of the bid security shall be submitted with the bid documents in HlePRO.
- b. Original bid security shall be submitted via US Postal Service and BE POSTMARKED BY THE DATE AND TIME BIDS ARE DUE and be addressed to:

Financial Services Department
1111 Alakea Street, 6th Floor
Honolulu, Hawaii 96813
Attn: Luzviminda Abad

- c. Offeror bears the whole and exclusive responsibility assuring the bid security is received by the purchasing agency. Bid submittals and original bid security postmarked after the date and time bids are due will not be considered.

1.07 EVALUATION CRITERIA

- A. Evaluating Bids: The lowest responsive, responsible bid is determined by the following procedures:
 1. Chapter 103D, HRS, which provides for the preferences, shall apply.
 2. The total lump sum bid price is adjusted to reflect the applicable preferences.
 - a. For projects with alternates, the total lump sum base bid price and alternates will be adjusted to reflect the applicable preferences.
 3. Project control budget is established prior to the submission of bids.
 4. If there is more than one alternate for a project, the State will determine the precedence of the alternates for each project prior to the submission of bids.
 5. The project will be evaluated based on the adjusted bid price.
- B. Evaluating Bids with Additive Alternates:
 1. Prior to opening bids, the State will announce the project control budget. All bids will be evaluated on the basis of the same alternate item.
 2. After adjusting for applicable preferences, the alternates, in their precedence order, are added to the total lump sum base bid price. This (these) sum(s) are compared to the project control budget, and must be within the project control budget.
 3. If adding another alternate would make the aggregate amount exceed the project control budget for all bidders, that alternate will be skipped and the next alternate will be added, provided an award might be made within the project control budget. This procedure will continue, until adding any remaining alternates will result in the aggregate total amount for all the bidders to exceed the project control budget, or until no additional alternates remain.

4. The bidder with the lowest aggregate amount, within the project control budget (after application of the various preferences), for the total lump sum base bid plus the alternates in their precedence order, is the "Low Bidder" for that project and is designated for award.
 5. Additive Alternate Example: The project control budget available is \$100,000. In the order of precedence, alternates A-1, A-2 and A-3 are additive alternates. After applying the preferences, the bids are ranked lowest price to highest price and are "Bid A", "Bid B" and "Bid C". Bid A's total lump sum base bid price and three additive alternates (in the precedence order) are \$80,000, \$16,000, \$10,000 and \$5,000 respectively. Bid B's total lump sum base bid price and three additive alternates (in the precedence order) are \$82,000, \$10,000, \$9,000 and \$3,000 respectively. Bid C's total lump sum base bid price and three additive alternates (in the precedence order) are \$85,000, \$10,000, \$8,000 and \$4,000 respectively.
 - a. In adding the alternates to the bids, alternate A-1 is under the project control budget for all bids. The second alternate A-2 is initially skipped since it would cause the aggregate amount of all bids to exceed \$100,000. The third alternate A-3 is added and the aggregate amounts, including base bid price plus alternates A-1 and A-3, of both Bid B and Bid C, are under the project control budget.
 - b. Bid A's aggregate total is \$101,000. Bid B's aggregate total is \$95,000. Bid C's aggregate total is \$99,000.
 - c. Bid B's price including alternates A-1 and A-3 is the lowest bid price (over Bid C) and has an aggregate amount within the adjusted project control budget, and therefore is designated the "Low Bidder" for the project.
 6. Should the Lump Sum Base Bid of all bidders exceed the project control budget, the bidder with the lowest total lump sum base bid after application of the preferences is designated the low bidder for the project.
- C. Evaluating Bids with Deductive Alternates:
1. Prior to opening bids, the State will announce the project control budget. All bids will be evaluated on the basis of the same alternate item.
 2. After adjusting for applicable preferences, the alternates, in their precedence order, are deducted from the total lump sum base bid price. This (these) sum(s) are compared to the project control budget, and must be within the project control budget.
 3. Alternates will be deducted in the order of precedence until the aggregate total amount for at least one bid is within the project control budget. No additional alternates will be deducted once a bid is within the project control budget.
 4. The bidder with the lowest aggregate amount within the project control budget (after application of the various preferences) for the total lump sum base bid minus the deductive alternates in their precedence order, is the "Low Bidder" for the project and is designated for award.
 5. Deductive Alternate Example: The project control budget is \$100,000. In the order of precedence, alternates D-1, D-2, and D-3 are deductive alternates.

After applying preferences, the bids are ranked lowest to highest price and are "Bid A", "Bid B", and "Bid C". Bid A's total lump sum base bid price and three deductive alternates, in precedence order, are \$118,000, \$10,000, \$9,000, and \$3,000 respectively. Bid B's total lump sum base bid price and three deductive alternates, in precedence order, are \$120,000, \$14,000, \$8,000, and \$4,000 respectively. Bid C's total lump sum base bid price and three deductive alternates, in precedence order are \$135,000, \$16,000, \$10,000, and \$5,000 respectively.

- a. In tabulating alternates to the bids, deductive alternate D-1 is over the project control budget for all bids. The second alternate D-2 is tabulated and the aggregate amounts, including base bid price minus alternates D-1 and D-2 of Bid C is over the project control budget. Alternate D-3 does not need to be considered to designate the "Low Bidder" for the project.
 - b. Bid A's aggregate total including alternates D-1 and D-2 is \$99,000. Bid B's aggregate total is \$98,000. Bid C's aggregate total is \$109,000.
 - c. Bid B's price including alternates D-1 and D-2 is lower than Bid A, and has an aggregate amount within the project control budget, and therefore is designated the "Low Bidder" for the project.
6. Should the Lump Sum Base Bid of one or more bidders be within the project control budget, the bidder with the lowest lump sum base bid after application of the preferences is designated the low bidder for the project.
 7. Should the Lump Sum Base Bid including all deductive alternates of all bidders exceed the project control budget, then the bidder with the lowest total Lump Sum Base Bid, minus deductive alternates after application of the preferences is designated the Low Bidder for the project.

1.08 METHOD OF AWARD

- A. The contract will be awarded to the lowest responsive and responsible Bidder whose bid (including any alternates which may be selected) meets the requirements and criteria set forth in the solicitation documents and as determined by the Comptroller.
- B. In the event the total lump sum bid for bids without alternates or with additive alternates of all bidders exceeds the project control budget, the Department reserves the right to make an award to the apparent Low Bidder if additional funds are available or by reducing the scope of work through negotiation.
- C. In the event the total lump sum bid minus all the deductive alternates of all bidders exceeds the project control budget, the Department reserves the right to make an award to the apparent Low Bidder if additional funds are available or by reducing the scope of work through negotiation.
- D. Additional Requirements for Bids with Alternates: After determining the designated Low Bidder for the project, an award may be made on the amount of the Low Bidder's total lump sum base bid alone or on any combination of alternates exclusive of any preferences. The combination of alternates may include substituting any of the alternates that were included in the designated

Low Bidder's aggregate price with an alternate that was not included, provided:

1. It is in the best interest of the State,
2. Funds are available at the time of award, and
3. The combination of the total lump sum base bid plus alternate(s) does not change the established Low Bidder for the project.

1.09 OTHER CONDITIONS FOR AWARD

- A. The Comptroller may reject any or all bids and waive any defects if the Comptroller believes the rejection or waiver is in the best interest of the State.
- B. The award of the contract is conditioned upon funds made available for the project (or projects if applicable).
- C. Any agreement or contract is subject to approval by the Department of the Attorney General, and the approval of the Governor, as required by statute, regulation, rule, order, or other directive.

1.10 RESPONSIBILITY OF AWARDED BIDDER

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

PART 2 - PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION

SOLICITATION, OFFER AND CONTRACT FORM

1. JUD Project Identifier: JUD-2C-HOAPILI HALE POWER QUALITY IMP.	2. TYPE OF SOLICITATION HiePRO (IFB)	3. PAGE OF PAGES 1 of 10 Pages
IMPORTANT - The "offer" section must be fully completed by offeror.		
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder."		
4. ISSUED BY: THE JUDICIARY – STATE OF HAWAI'I CONTRACTS AND PURCHASING 6TH FLOOR KAUIKEAOULI HALE 1111 ALAKEA STREET HONOLULU, HAWAI'I 96813		5. ADDRESS OFFER TO: HIEPRO
6. FOR INFORMATION	A. NAME Dino Edmalin	B. TELEPHONE NO. (NO COLLECT CALLS) (808) 281-4143
SOLICITATION		
7. THE STATE OF HAWAII REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS TO CONSTRUCT: HOAPILI HALE POWER QUALITY SYSTEM IMPROVEMENTS TAX MAP KEY: (2)-4-013:020 & 021 Maui, Hawaii After carefully examining the bid documents including the specifications, drawings, addenda, and other proposed contract documents, the bidder shall furnish all labor, materials, machinery, tools, superintendence, transportation, and other construction accessories, services, and facilities necessary to construct and complete, at its own risk and expense, the work and requirements of the Project for the cost and time stipulated in the COST, TIME AND SCHEDULE article of Attachment A of the Form. The bidder agrees to the conditions and requirements stipulated in this SOLICITATION, OFFER AND CONTRACT FORM and any attachments thereto.		
8. The Contractor shall complete the work as stipulated in the COST, TIME AND SCHEDULE article of Attachment A. This performance period is mandatory.		
9. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS WITHIN 10 CONSECUTIVE CALENDAR DAYS AFTER DATE OF THE LETTER OF AWARD. IF ALTERNATE FORMS OF SECURITY WILL BE SUBMITTED, REFER TO STATE OF HAWAII, GENERAL CONDITIONS 3.7.1.3. INCORPORATED HEREIN BY REFERENCE.		

10. ADDITIONAL SOLICITATION REQUIREMENTS:

- A. Offers to perform the work required are due at the place specified in Block 5, by the date and time specified in the Notice to Bidders.
- B. Bid Security is required and must be submitted with the offer. For more information, see Section 00210, subsection 1.06 BID SECURITY. (Section 103D-323 HRS).
- C. Hawaii Product Preference –Any offeror proposing to use the Hawaii product preference must complete the Hawaii product preference schedule form in the solicitation and submit it with the offer.
- D. Apprenticeship Agreement Preference – Not applicable.
- E. Listing of Joint Contractors and Subcontractors – Any offeror must submit with its offer, the name of each person or firm to be engaged by the offeror as a joint contractor or subcontractor in the performance of the contract and the nature and scope of the work to be performed by each. The offeror is directed to complete the joint contractors and subcontractors list form included in the solicitation and submit it with the offer.
- F. The Offeror be registered and compliant with Hawaii Compliance Express, link found at <http://vendors.ehawaii.gov/hce/splash/welcome.html>.
- G. All offers are subject to the requirements of the solicitation, including the Specifications, Notice to Bidders, Instruction to Bidders, General Conditions, and Drawings, any Special Conditions, Addenda, Bid Clarifications, and any other provision whether incorporated in full text or by reference in, or attached to, the solicitation.
- H. Contractors are hereby notified of the applicability of Section 11-355 HRS, which states that campaign contributions are prohibited from specified State or county government contractors during the term of the contract if the contractors are paid with funds appropriated by a legislative body.
- I. Recycled Product Preference – Certain recycled products are not acceptable for use in this project. Any offeror proposing to use the recycled product preference must complete the recycled product preference schedule form in the solicitation and submit it with the offer.

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

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

- (*1) If the Offeror is a "dba" of a sole proprietor, furnish the exact legal name as registered with the Department of Commerce and Consumer Affairs.
 If Offeror is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the awarded contract will be executed.
 The address included in this box will be used for correspondence.
- (*2) For Business Organization, enter one of the following: Sole Proprietor, Partnership, Corporation, Joint Venture, or Other.
- (*3) MANUAL SIGNATURE REQUIRED: attach to this page evidence of the authority of this signatory to submit bids on behalf of the Offer, and also the names and residence addresses of all officers of the company.

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

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

ATTACHMENT A

A. COST, TIME AND SCHEDULE

HOAPILI HALE
POWER QUALITY SYSTEM IMPROVEMENTS
JUD-2C-HOAPILI HALE POWER QUALITY IMP.

1. COST:

TOTAL LUMP SUM BASE BID PRICE

\$ _____

_____ DOLLARS

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

2. TIME:

Contract Duration

365 Calendar Days

3. SCHEDULE FOR WORK

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

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

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

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

4. ALLOWANCES

Not used.

B. ALTERNATES

Not used.

C. BID SECURITY

Is required for this project.

D. RECEIPT OF ADDENDA AND BID CLARIFICATIONS

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

- | | |
|---|--|
| ☐ Addendum No. 1 | ☐ Bid Clarification No. 1 |
| ☐ Addendum No. 2 | ☐ Bid Clarification No. 2 |
| ☐ Addendum No. 3 | ☐ Bid Clarification No. 3 |
| ☐ Addendum No. 4 | ☐ Bid Clarification No. 4 |
| ☐ Addendum No. 5 | ☐ Bid Clarification No. 5 |

E. PREFERENCE

Bidder agrees that:

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

F. HAWAII PRODUCT PREFERENCE:

Hawaii Product Preference applies to this project. Offerors shall indicate in the Hawaii Product Schedule below whether pre-approved Hawaii Products are offered. Offerors offering a Hawaii Product shall fill-in the quantity, unit measure, unit price and total price for the Hawaii Product they desire to be considered for preference. Products not pre-approved shall not be considered. Hawaii Products not meeting the requirements of the specifications shall not be considered. Offerors selecting the Hawaii Product Preference may be required to submit additional information on the cost basis of their selected Hawaii Product Preference items when requested after the bid opening to verify cost of the Hawaii Products,

including the computations for the estimated quantities, manufacturer's or supplier's quotations, and delivered material cost Free on Board (FOB) at the jobsite. The Hawaii Product Cost shall not include installation costs.

G. RECYCLED PRODUCT PREFERENCE: N/A

H. APPRENTICESHIP AGREEMENT PREFERENCE

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

I. OTHER CONDITIONS

1. Bidder agrees to pay liquidated damages as specified in SECTION 00800 - SPECIAL CONDITIONS.
2. Bidder declares that its firm was not assisted or represented by an individual who has, in a State capacity, been involved in this project or this proposed contract in the past two consecutive years.
3. **Anti-collusion Certification** - In accordance with §3-122-192 (HAR), the bidder declares that the price submitted for this bid is independently arrived at without collusion.
4. **Certification for Safety and Health Programs for Offers in excess of \$100,000** - In accordance with HRS 396-18, the bidder certifies that its organization will have a written safety and health plan for this project that will be available and implemented by the date when onsite construction starts. Bidder may obtain the requirements for the safety plan from the Department of Labor and Industrial Relations, Occupational, Safety and Health Division (HIOSH).
5. **Labor and Wage Certification** (Chapter 104 HRS) - For projects in excess of \$2,000, the bidder shall comply with the requirements of Chapter 104 HRS, "Wages and Hours of Employment on Public Works Construction Projects" and shall certify that:
 - a. Individuals engaged in the performance of the contract on the job site shall not be paid less than wages the Director of Labor and Industrial Relations determines to be prevailing for corresponding classes of laborers and mechanics employed on public works projects, including any periodic adjustments to the prevailing wages during the performance of the contract; and
 - b. Overtime compensation shall be at one and one-half times the basic hourly rate plus fringe benefits for hours worked on Saturday, Sunday, or legal holiday of the State or in excess of eight hours on any other day; and
 - c. All applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety shall be fully complied with.
6. Upon the acceptance of the bid by the Procurement Officer, the bidder must enter into and execute a contract and furnish a performance and payment bond. These bonds shall conform to the provisions of HRS Sections 103D-324 and 325, and any law applicable thereto.

7. **Compliance with §103D-310 HRS:** Bidder shall be incorporated or organized under the laws of the State or registered to do business in the State as a separate branch or division that is capable of fully performing under the contract.

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

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

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

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

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

Joint Contractors or Subcontractors List

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

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

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

M. GUARANTY OF WORK

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

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

N. CONTRACT DOCUMENTS

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

O. ENTIRE AGREEMENT

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

P. ATTACHMENTS TO BE PROVIDED BY OFFER AS APPLICABLE

- ☐ Corporate Resolution
- ☐ Certificate of Vendor Compliance (HCE)
- ☐ Bid Security – See Instructions to Bidders 00210, 1.06.
- ☐ Power of Attorney

END OF SECTION

SECTION 00700 - GENERAL CONDITIONS

PART 1 - GENERAL

1.01 GENERAL CONDITIONS

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

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

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

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

1.9 BID - See Offer.

1.11 BIDDER - See Offeror.

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

1.24 CONTRACT TIME (or CONTRACT DURATION) - The number of calendar (or working) days provided for completion of the contract, inclusive of authorized time extensions. The number of days shall begin running on the effective date in the Notice to Proceed. If in lieu of providing a number of calendar (or working) days, the contract requires completion by a certain date, the work shall be completed by that date.

1.37 INSPECTOR - The person assigned by the Contracting Officer to inspect and monitor construction operations.

- 1.43 NOTICE TO CONTRACTORS** - See Solicitation.
- 1.44 NOTICE TO PROCEED** - A written notice from the Judiciary to the Contractor establishing the applicable Contract Duration, Project Start Date, Jobsite Start Date, Jobsite Completion Date, and Contract Completion Date.
- 1.49 PROPOSAL (Bid)** - See Offer (or Bid).
- 1.50 PROPOSAL FORM** - See Offer Form (or Bid Form).
- 1.65 CONTRACTING OFFICER** - See Engineer.
- 1.66 JOBSITE START DATE** - The date when on-site construction may start.
- 1.67 JOBSITE COMPLETION DATE** - The date when on-site construction must be completed.
- 1.68 OFFER (or BID)** - The executed document submitted by an Offeror in response to a solicitation request, to perform the work required by the proposed contract documents, for the price quoted and within the time allotted.
- 1.69 OFFEROR (or BIDDER)** - Any individual, partnership, firm, corporation, joint venture or other legal entity submitting directly or through a duly authorized representative or agent, an Offer for the work or construction contemplated.
- 1.70 OFFER FORM (or BID FORM)** - The form prepared by the Judiciary on which the Offeror submits the written offer or bid. By submitting an offer or bid, the Offeror adopts the language on the form as its own.
- 1.71 PROJECT CONTROL BUDGET** - The amount of funds set aside for the construction of the Project.
- 1.72 PROJECT START DATE** - The date established in the Notice to Proceed when the Contractor shall begin prosecution of the work and the start of contract time.
- 1.73 RESIDENT** – A person who is physically present in the State of Hawai'i at the time the person claims to have established the person's domicile in the State of Hawai'i and shows the person's intent is to make Hawai'i the person's primary residence.
- 1.74 SHORTAGE TRADE** – A construction trade in which there is a shortage of Hawai'i residents qualified to work in the trade as determined by the Department of Labor and Industrial Relations.
- 1.75 SOLICITATION** - An Invitation to Bid or Request for Proposals or any other document issued by the Judiciary to solicit bids or offers to perform a contract. The solicitation may indicate the time and place to receive the bids or offers and the location, nature and character of the

work, construction or materials to be provided.”

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

“2.1.1 Notice of Intention to Bid

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

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

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

2.1.2 Compliance Certificate HRS § 103D-310(c)– The Contractor is required to provide proof of compliance in order to receive a contract of \$25,000 or more. To meet this requirement, Bidders may apply and register at the “Hawaii Compliance Express” website:

<http://vendors.ehawaii.gov/hce/splash/welcome.html>

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

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

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

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

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

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

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

“2.13.2 No protest based upon the contents of the solicitation shall be considered unless it is submitted in writing to the Administrative Director of the Courts prior to the date set for the receipt of proposals.

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

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

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

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

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

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

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

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

"(b) Transposition errors;"

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“3.8 CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY

CONTRACTORS - Contractors are hereby notified of the applicability of HRS § 11-355, which states that campaign contributions are prohibited from specified State or County government contractors during the term of the contract if the contractors are paid with funds appropriated by a legislative body.”

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

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

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

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

- Q. Under ARTICLE 3 – AWARD AND EXECUTION OF CONTRACT, renumber Section 3.10 NOTICE TO PROCEED and related subsection numbers to 3.11, 3.11.1, 3.11.2, 3.11.3 and 3.11.4.
- R. Under ARTICLE 4 - SCOPE OF WORK, modify Section 4.2 CHANGES, by deleting subsection 4.2.4.2 and substituting the following new subsection 4.2.4.2:

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

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

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

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

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

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

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

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

- U. Under ARTICLE 4 - SCOPE OF WORK, modify section 4.3 Duty of Contractor to Provide Proposal for Changes, by deleting subsection 4.3.4.
- V. Under ARTICLE 4 - SCOPE OF WORK, modify section 4.4 PRICE ADJUSTMENT §3-125-13 HAR, by deleting subsection 4.4.1 and substituting subsection 4.4.1 and adding a new subsection 4.4.2 and modify section 4.5 ALLOWANCES FOR OVERHEAD AND PROFIT, by deleting subsections 4.5.1, 4.5.2 and 4.5.3 and substituting subsections 4.5.1, 4.5.2 and 4.5.3 as follows:

“4.4 PRICE ADJUSTMENT HRS § 103D-501

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

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

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

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

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

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

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

4.4.1.6.a For change orders with value not exceeding \$50,000 by documented actual costs of the work, allowing for overhead and profit as set forth in Section 4.5 ALLOWANCES FOR OVERHEAD AND PROFIT. A change order shall be issued within 15 days of submission by the contractor of proper documentation of completed force account work, whether periodic (conforming to the applicable billing cycle) or final. The contracting officer shall return any documentation that is defective to the contractor within 15 days after receipt, with a statement identifying the defect; or

4.4.1.6.b For change orders with value exceeding \$50,000 by a unilateral determination by the Contracting Officer of the reasonable and necessary costs attributable to the event or situation covered by the change, plus appropriate profit or fee, all as computed by the Contracting Officer in accordance with applicable sections of Chapters 3-123 and 3-126 of the Hawaii Administrative Rules, and Section 4.5 ALLOWANCES FOR OVERHEAD AND PROFIT. When a unilateral determination has been made, a unilateral change order shall be issued within ten days. Upon receipt of the unilateral change order, if the contractor does not agree with any of the terms or conditions, or the adjustment or non-adjustment of the contract time or contract price, the contractor shall file a notice of intent to claim within 30 days after the receipt of the written unilateral change order. Failure to file a protest within the time specified shall constitute agreement on the part of the contractor with the terms, conditions, amounts, and adjustment or non-adjustment of the contract time or the contract price set forth in the unilateral change order.

4.4.2 Cost or Pricing Data - Contractor shall provide and certify cost or pricing data for any price adjustment to a contract involving aggregate increases and decreases in costs plus applicable profits expected to exceed \$100,000. The

certified cost or pricing data shall be subject to the provisions of HAR chapter 3-122, subchapter 15.

4.5 ALLOWANCES FOR OVERHEAD AND PROFIT HRS § 103D-501

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

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

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

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

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

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

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

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

caused by the failure of the Contractor to submit descriptive sheets as required will not be considered as justification for contract time extension.

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

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

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

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

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

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

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

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

5.12.1.2 Becomes insolvent; or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AA. Under Article 7 - PROSECUTION AND PROGRESS, modify section 7.2.4 SCHEDULE OF PRICES by deleting paragraph 7.2.4.1 and substituting the following paragraph 7.2.4.1:

"7.2.4.1. The Contractor shall estimate at the close of each month the percentage of work completed under each of the various construction items during such month and submit the Monthly Payment Application to the Contracting Officer for review and approval. The Contractor shall be paid the approved percentage of the price established for each item less the retention provided in Section 8.4 PROGRESS PAYMENTS."

BB. Under Article 7 - PROSECUTION AND PROGRESS, add the following paragraph 7.2.4.1A:

“7.2.4.1A Subcontracts. Upon award of a contract and prior to starting any construction work, the Contractor shall submit to the Contracting Officer a list of all subcontractors and the actual subcontracted dollar amount for each of its subcontractors regardless of the amount of the subcontract. See section 7.39 – Employment of State Residents Requirements.”

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

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

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

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

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

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

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

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

“7.3.7.2 General Liability - The Contractor shall obtain General Liability insurance with a limit of not less than \$2,000,000 per occurrence and in the

Aggregates. The insurance policy shall contain the following clauses: 1) "The State of Hawai'i is added as an additional insured as respects to operations performed for the State of Hawai'i."; and 2) "It is agreed that any insurance maintained by the State of Hawai'i will apply in excess of, and not contributed with, insurance provided by this policy." The required limit of insurance may be provided by a single policy or with a combination of primary and excess policies. Refer to SPECIAL CONDITIONS for any additional requirements."

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

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

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

"7.3.7.4 Property Insurance (Builders Risk)

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

(b) Building Renovation and/or Installation Contract - The Contractor shall obtain Property Insurance with a limit equal to the completed value of the work or property being installed and shall insure against all-loss excluding earthquakes and floods. The coverage shall be provided by a company authorized to write insurance in the State of Hawai'i as an insurer. The insurance policy shall contain the following clauses: 1) "The State of Hawai'i is added as an additional insured as respects to operations performed for the State of Hawai'i."; and 2) "It is agreed that any insurance maintained by the State of Hawai'i will apply in excess of, and

not contributed with, insurance provided by this policy." The Judiciary – State of Hawai'i shall also be added as an additional insured as respects to operations performed for the State of Hawai'i. Refer to SPECIAL CONDITIONS for any additional requirements.

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

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

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

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

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

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

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

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

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

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

7.9A.4 If events such as "acts of God," acts of a public enemy, acts of the State or any other governmental body in its sovereign or contractual capacity, fires, floods, epidemics, freight embargoes, unusually severe weather, or strikes or other labor disputes prevent the Contractor from submitting the *Monthly Report of Contractor's Participation – Form 2*, the Contractor shall not be penalized as

provided herein, provided the Contractor completely and expeditiously complies with the certification process when the event is over.”

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

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

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

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

MM. Under ARTICLE 7 - PROSECUTION AND PROGRESS, modify section 7.25 - DISPUTES AND CLAIMS §3-126-31 HAR, by deleting subsection 7.25.10 and paragraph 7.25.10.1 and substituting the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“7.35 GUARANTEE OF WORK

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

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

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

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

7.35.2.1. Place in satisfactory condition in every instance all such guaranteed work and correct all defects therein; and

7.35.2.2. Make good and repair or replace to new or preexisting condition all damages to the building, facility, work or equipment or contents thereof, resulting from such defective materials, equipment or installation thereof.

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

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

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

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

“7.39 EMPLOYMENT OF STATE RESIDENTS REQUIREMENTS HRS § 103B

7.39.1 A Contractor awarded a contract shall ensure that Hawai'i residents comprise not less than 80% of the workforce employed to perform the contract. The 80% requirement shall be determined by dividing the total number of hours worked on the contract by Hawai'i residents, by the total number of hours worked on the contract by all employees of the contractor in the performance of the contract. The hours worked by any subcontractor of the Contractor shall count towards the calculation for purposes of this section. The hours worked by employees within shortage trades, as determined by the Department of Labor and Industrial Relations (DLIR), shall not be included in the calculation for this section.

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

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

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

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

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

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

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

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

7.39.5 Conflict with Federal Law - This section shall not apply if the application of this section is in conflict with any federal law, or if the application of this section will disqualify the Judiciary from receiving Federal funds or aid. See Section 00800 - Special Conditions to determine if this section does not apply.”

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

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

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

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

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

“8.4 PROGRESS PAYMENTS

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

8.4.2 In the event the Contractor or any subcontractor fails to submit certified copies of payrolls in accordance with the requirements of Section

7.9 PAYROLLS AND PAYROLL RECORDS, the Contracting Officer may retain the amount due for items of work for which payroll affidavits have not been submitted on a timely basis notwithstanding satisfactory completion of the work until such records have been duly submitted. The Contractor shall not be due any interest payment for any amount thus withheld.

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

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

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

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

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

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

8.4.4.3 The materials are not subject to deterioration.

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

YY. Under ARTICLE 8 - MEASUREMENT AND PAYMENT, modify section 8.5 PROMPT PAYMENT, by deleting section 8.5 and related subsections 8.5.1 through 8.5.6 and substituting the following new section 8.5 and related subsections 8.5.1 through 8.5.9:

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

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

8.5.3 All sums retained or withheld from a subcontractor and otherwise due to the subcontractor for satisfactory performance under the subcontract shall be paid by the Contracting Officer to the contractor and subsequently, upon receipt from the Contracting Officer, by the contractor to the subcontractor within the applicable time periods specified in subsection 8.5.2 and section 103-10, HRS:

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

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

8.5.3.1.b The following has occurred:

8.5.3.1.b.1 A period of 90 days after the day on which the last of the labor was done or performed and the last of the material was furnished or supplied has elapsed without written notice of a claim given to contractor and the surety, as provided for in HRS § 103D-324; and

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

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

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

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

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

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

8.5.5.1 Substantiation of the amounts requested;

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

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

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

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

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

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

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

8.5.7.1 Substantiation of the amounts requested; and

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

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

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

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

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

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

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

8.6.1 The sum withheld by the Judiciary from the contractor shall not exceed five per cent of the total amount due the contractor provided that after fifty per cent of the contract is completed and progress is satisfactory, no additional sum shall be withheld; provided further that if progress is not satisfactory, the Contracting Officer may continue to withhold as retainage, sums not exceeding five per cent of the amount due the contractor; and provided that if there is a subcontract in which the contractor or subcontractor has negotiated a retainage in excess of five percent, but no more than ten percent, all amounts retained shall be held by the Judiciary.

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

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

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

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

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

8.6.5.2 Any other bond acceptable to the contractor; or

8.6.5.3 Any other form of collateral acceptable to the contractor.

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

8.6.6.1 The amount to be withheld;

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

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

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

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

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

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

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

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

“8.9 CLAIMS ARISING OUT OF PAYMENT FOR REQUIRED WORK - If the Contractor disputes any determination made by the Contracting Officer regarding the amount of work satisfactorily completed, or the value thereof, or the manner in which payment therefore is made or calculated, it shall notify the Contracting Officer in writing of the specific facts supporting the Contractor’s position. Such notice shall be delivered to the Contracting Officer no later than 30 days after the Contractor has been tendered payment for the subject work, or, if no payment has been tendered, not later than 50 days after it has submitted the Monthly

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

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

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

(PERFORMANCE BOND - SURETY)

KNOW TO ALL BY THESE PRESENTS:

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

as Contractor, hereinafter called Principal, and _____

(Name and Street Address of Bonding Company)

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

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

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

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

JUDICIARY PROJECT NO.:

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

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

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

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

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

Signed this _____ day of _____, _____.

(Seal)

Name of Principal (Contractor)

*

Signature

Title

(Seal)

Name of Surety

*

Signature

Title

APPROVED AS TO FORM:

Deputy Attorney General

*ALL SIGNATURES MUST BE ACKNOWLEDGED
BY A NOTARY PUBLIC

(LABOR AND MATERIAL PAYMENT BOND - SURETY)

KNOW TO ALL BY THESE PRESENTS:

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

as Contractor, hereinafter called Principal, and _____

(Name and Street Address of Bonding Company)

as Surety, hereinafter called Surety, a corporation(s) authorized to transact business as a

surety in the State of Hawaii, are held and firmly bound unto the _____ ,
(State/County Entity)

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

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

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

JUDICIARY PROJECT NO.:

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

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

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

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

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

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

Signed this _____ day of _____, _____.

(Seal)

Name of Principal (Contractor)

*

Signature

Title

(Seal)

Name of Surety

*

Signature

Title

APPROVED AS TO FORM:

Deputy Attorney General

*ALL SIGNATURES MUST BE ACKNOWLEDGED
BY A NOTARY PUBLIC

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

Project Title: _____

Agency Project No: _____

Contract No.: _____

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

(Name of Contractor or Subcontractor Company)

above, _____ was in compliance with

(Name of Contractor or Subcontractor Company)

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

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

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

CORPORATE SEAL

(Name of Company)

(Signature)

(Print Name)

(Print Title)

Subscribed and sworn to me before this
____ day of _____, 2010.

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

Notary Name: _____

Doc. Description: _____

Notary Public, 1st Circuit, State of Hawaii
My commission expires: _____

Notary Signature Date
NOTARY CERTIFICATION

**STATE OF HAWAII
JUDICIARY**

CHANGE ORDER NO.:

PROJECT TITLE:

DATE:

PROJECT ID:

CONTRACT NO.:

ISSUED BY THE STATE OF HAWAII, JUDICIARY

CONTRACTOR:

A. CHANGES

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

B. ADJUSTMENTS TO CONTRACT PRICE AND TIME

The change described in Section A above will be performed at

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

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

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

C. STATEMENT OF CONTRACT FUNDS AND CONTRACT TIME

Original Contract Price	Notice to Proceed Date:
Previous Adjusted Contract Price:	Original Contract Time: c.d.
Amount this Change	Original Completion Date:
Plus	Previous Time Extensions Allowed c.d.
Minus	Time Extensions Allowed This Change c.d.
	Non-working Days Allowed to Date: c.d.
New Adjusted Contract Price	New Contract Completion Date:

D. VALIDATION OF CHANGE ORDER

APPROVAL RECOMMENDED:

APPROVED:

FISCAL OFFICER _____ DATE _____	ADMINISTRATIVE DIRECTOR _____ DATE _____
* APPROVED AS TO FORM:	
JUDICIARY STAFF ATTORNEY _____ DATE _____	

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

JUD - CHANGE ORDER FORM

END OF SECTION

SECTION 00800 - SPECIAL CONDITIONS

PART 1 - GENERAL

1.01 GENERAL CONDITIONS

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

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

2.13.4 All protests must be *addressed to Administrative Director of the Courts* and delivered in a sealed envelope labeled with the word “PROTEST” to The Judiciary - State of Hawaii, Office of the Administrative Director, 417 South King Street, Suite 206-A, Hawaii, 96813-2943 and received at The Judiciary, State of Hawaii, Office of the Administrative Director, 417 South King Street, Suite 206-A, Hawaii, 96813-2943 prior to the submission deadline.

The Protestor bears sole responsibility for ensuring that the protest letter / documentation is delivered by the appropriate deadline. Timely receipt shall be evidenced by the date and time stamped at The Judiciary - State of Hawaii, Office of the Administrative Director, 417 South King Street, Suite 206-A, Hawaii, 96813-2943 prior to the submission deadline.

If the bidder chooses to deliver its protest by the United States Postal Service (USPS), the documents should be sent to The Judiciary - State of Hawaii, Office of the Administrative Director, 417 South King Street, Suite 206-A, Hawaii, 96813-2943. USPS does not deliver directly to The Judiciary - State of Hawaii, Office of the Administrative Director, and mail must be processed through a mailroom. This may cause a delay in receipt by The Judiciary - State of Hawaii, Office of the Administrative Director.

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

2. Under ARTICLE 3 - AWARD AND EXECUTION OF CONTRACTS, modify section 3.11 NOTICE TO PROCEED by deleting subsections 3.11.1 and 3.11.2 and substituting the following:

- 3.11.1 After the contract is fully executed and signed by the Comptroller, the Contractor will be sent a letter allowing the ordering of approved materials before the formal Notice to Proceed letter is sent. Subsequently, the formal Notice to Proceed letter will be sent informing the Contractor of the date on

which it shall proceed with the designated work. The Contractor shall be allowed ten (10) consecutive working days from said date to begin its work. In the event that the Contractor refuses or neglects to start the work, the Comptroller may terminate the contract in accordance with Section 7.27 TERMINATION OF CONTRACT FOR CAUSE.">

1.02 SUBMITTAL DATE FOR CLARIFICATIONS

Not Used.

1.03 PROJECT CONTACT PERSON AND JUDICIARY CONTACTS

- A. Project Contact - For Contractor's access to the site to view conditions during bidding.

NAME: Dino Edmalin
POSITION OR TITLE: Facilities Manager
TELEPHONE NUMBER: (808) 281-4143

- B. Project Coordinator – Contracting Officer

NAME Dino Edmalin

- C. Websites:

Judiciary web site: <http://www.courts.state.hi.us>

- D. Contacts During Construction:

Dino Edmalin – Contracting Officer
honeydean.d.edmalin@courts.hawaii.gov

Paul Petro – Fiscal Officer
Telephone number – (808) 244-2994
Fax number - (808) 244-2849

1.04 LIQUIDATED DAMAGES

- A. In accordance with the *GENERAL CONDITIONS*, Article 7 - PROSECUTION AND PROGRESS, Section 7.26, FAILURE TO COMPLETE THE WORK ON TIME, upon failure to complete the work or any portion of the work within the time or times fixed in the contract or extension thereof, the Contractor shall pay liquidated damages to the State, in the amount of \$189.00, per calendar day of delay.
- B. In accordance with the *GENERAL CONDITIONS*, Article 7 - PROSECUTION AND PROGRESS, Section 7.32, PROJECT ACCEPTANCE DATE; upon failure to correct punch list deficiencies, within the time or times fixed in the contract or extension thereof, the Contractor shall pay liquidated damages to the State, in the amount equal to 10 percent of the liquidated damages, per calendar day of delay.
- C. In accordance with the *GENERAL CONDITIONS*, Article 7 - PROSECUTION AND PROGRESS, Section 7.33, FINAL SETTLEMENT OF CONTRACT; upon failure to submit closing documents within the time or times fixed in the contract or extension thereof, the Contractor shall pay liquidated damages to the State, in the amount equal to five percent of the liquidated damages, per calendar day of delay.

1.05 SPECIALTY CONTRACTOR'S AND SUBCONTRACTOR'S LICENSE

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

1.06 WORKING HOURS

- A. The regular working hours for this project are from 5:30pm to 6:00am Monday through Friday, excluding State Holidays, unless otherwise noted or restricted under SECTION 01100 - PROJECT REQUIREMENTS. In the event of conflict, the working hours provisions of specification SECTION 01100 - PROJECT REQUIREMENTS shall govern over this item 1.06.
- B. The Contractor may be given approval to work beyond the regular hours including Saturdays, Sundays, State Holidays, night work, or after hours under the provisions of the GENERAL CONDITIONS, Article 7 - PROSECUTION AND PROGRESS, Section 7.10, OVERTIME AND NIGHT WORK and under specifications SECTION 01100 - PROJECT REQUIREMENTS.

1.07 REPORTS, SITE AND SUBSURFACE INVESTIGATIONS, BORING LOGS

Not used.

1.08 SPECIFIC PROJECT REQUIREMENTS

Not used.

1.09 COMPREHENSIVE ANNUAL FINANCIAL REPORTING

- A. For any project that involves renovation work, or when the project involves both site improvements and a structure, the Contractor shall provide the following information to the Contracting Officer for fixed asset allocation purposes:
 - 1. Within 30 calendar days of award as applicable to the project, the following shall be submitted:
 - a. The total cost of on-site improvement work; and
 - b. The total cost of off-site improvement work.
 - 2. After all work, including all change order work has been completed, and prior to a request for final payment, the following shall be submitted:
 - a. The total cost of on-site improvement work including any related change order cost; and
 - b. The total cost of off-site improvement work including any related change order cost.

PART 2 - PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION

QUESTIONS AND CLARIFICATIONS (WRITTEN REQUESTS ONLY)

PROJECT NAME: HOAPILI HALE
PROJECT TITLE: POWER QUALITY SYSTEM IMPROVEMENTS
Judiciary Project Identifier JUD-2C-HOAPILI HALE POWER QUALITY IMP.
PROJECT COORDINATOR: Dino Edmalin, Facilities Manager

BID OPENING DATE: September 3, 2026 (This request must be received no less than
14 days prior to bid opening)

PERSON MAKING REQUEST: _____

COMPANY: _____

TELEPHONE NO.: _____ E-MAIL: _____

QUESTION OR CLARIFICATION (Be specific and list drawing/detail and specification section or paragraph that requires attention. Attach additional pages as necessary.) Submit using this form through HlePRO website: <https://hiepro.ehawaii.gov/welcome/html>

DIVISION 1 - GENERAL REQUIREMENTS

SECTION 01100 - PROJECT REQUIREMENTS

PART 1 - GENERAL

1.01 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: Project consists of *installation of surge protection devices, installation of power conditioner of elevator, and modification of gate power and incidental related work.*
 - 1. Project Location: *2145 Main Street, Wailuku, Maui, Hawaii.*
- B. Perform operations and furnish equipment, fixtures, appliances, tools, materials, related items and labor necessary to execute, complete and deliver the Work as required by the Contract Documents.
- C. The Division and Sections into which these specifications are divided shall not be considered an accurate or complete segregation of work by trades. This also applies to work specified within each section.
- D. Contractor shall not alter the Drawings and Specification. If an error or discrepancy is found, notify the Contracting Officer.
- E. Specifying of interface and coordination in the various specification sections is provided for information and convenience only. These requirements in the various sections shall complement the requirements of this Section.

1.02 SPECIFICATION FORMATS AND CONVENTIONS

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

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

B. Terms

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

C. Industry Standards

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

1.03 CONTRACT

- A. Refer to SECTION 00800 - SPECIAL CONDITIONS for other contract conditions.

1.04 WORK SEQUENCE

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

1.05 USE OF PREMISES AND WORK RESTRICTIONS

- A. General: The Contractor is notified that the entire building shall remain operational throughout the entire duration of the project.
- B. Contractor's use of premises is restricted as follows:
 - 1. Construction Times and Schedule:
 - a. All work is schedule during normal work hours M-F 7:45am to 4:30pm.
 - b. All work that requires de-energization of equipment shall be scheduled after building operational hours M-F 5:30pm to 6:00am, weekends and or State holidays scheduled through the Contracting Officer.
 - 2. Site Access and Parking:
 - a. Parking: Parking for the Contractor's employees (or Subcontractors) will be limited to the available areas within the designated Project Contract Limits or in areas designated by the Contracting Officer. Do not use parking stalls in regularly designated parking zones within the Facility grounds. Unauthorized vehicles parked in marked stalls and in any area outside of the designated project construction site will be subject to towing at the Contractor's expense.
 - b. Maintain access to the Loading area through Project Contract Limits.
 - 3. Sanitation:
 - a. Use of facility toilet facilities will be as directed by the Contracting Officer. Facilities shall be kept clean. Abuse of this condition may result in the Contractor providing their own toilet facilities at no additional cost to the State.
 - 4. Noise and Dust Control:
 - a. In adjacent locations surrounding the project site, noise, dust, light and other disrupting activities, resulting from construction operations, are detrimental to the conduct of Judiciary activities. Therefore, Contractor shall monitor its construction activities. Exercise precaution when using equipment and machinery to keep the noise, dust and light levels to a minimum.
 - b. To reduce loud disruptive noise levels, ensure mufflers and other devices are provided on equipment, internal combustion engines and compressors.
 - c. Schedule construction activities that create excessive noise and dust problems, such as concrete coring, drilling, hammering, trenching, and demolition, for the weekends, holidays or non-business hours. Overtime costs for the Contractor's employees and work force are the Contractor's responsibility.

- d. The Contracting Officer will require any construction activity that produces excessiveness of noise and dust to be performed during non-business hours. The Contracting Officer shall make the final determination. Overtime costs for the Contractor's employees and work force are the Contractor's responsibility.
- 5. Other Conditions:
 - a. Arrange for construction debris and trash to be removed from project site weekly.
 - b. Operate machinery and equipment with discretion and with minimum interference to driveways and walkways. Do not leave machinery and equipment unattended on roads and driveways.
 - c. Store materials in the areas as designated by the Contracting Officer. Locate construction equipment, machinery, equipment and supplies within the Project Contract Limits.
 - d. Keep access roads and facility roads, to the project site free of dirt and debris. Provide, erect and maintain lights, barriers, signs, etc. when working on facility roads, driveways and walkways to protect pedestrians and moped/bicycle riders. Obey facility traffic and safety regulations.
 - e. All smoking and vaping activities within construction limits on all DAGS Public Works construction sites, indoor or outdoor, are prohibited. Violations will be considered a contractual noncompliance by the general contractor.
 - f. Employees: Name, date of birth and Social Security Number. Any employee who has a previous record of any felonious conduct or any conviction for such offense other than minor traffic offense will not be permitted to work on this project.
 - g. Provide a sign in/out of a log book to be maintained by the Contractor and kept on site. The list of workmen shall be kept current at all times. New workmen shall not enter the jobsite until receipt of clearance is obtained from the Contracting Officer. Workmen found on the site without proper identification shall be removed immediately.
 - h. Materials, tools, and equipment will be subject to inspection, and shall be removed before the start of the next business day.
 - i. Contractor's workers shall show picture identification upon entry and shall maintain this identification on their person at all times.
 - j. Property Security: The Contractor shall be responsible for the security of his own property at the site, including construction equipment, materials, tools, vehicles, and including all property of the sub-contractors, and their employees.

C. Security Provisions: When work is performed outside the normal operating hours of the User's operations, only a single entry to the building will be permitted and a Special Duty Officer (Deputy Sheriff) shall be within line of sight of each labor crew during construction. Contact and arrange with the Department of Public Safety, Sheriffs Division to provide the security personnel. Make arrangements at least forty-eight (48) hours before security personnel are required. Special Duty Officer charges are \$50.00 per hour or fraction thereof (minimum of quarter hour increments), for a minimum of four (4) hours. If the situation requires more Sheriffs, each additional Sheriff will be paid at the same hourly rate. A Sergeant at an hourly rate of \$50.00 will be required for every four (4) Sheriffs and a Lieutenant at an hourly rate of \$55.00 will be required for every three (3) Sergeants. If the Sheriffs office receives less than twelve (12) hours notice for cancellation of scheduled security services, a minimum of four (4) hours per Sheriff will be assessed to the requester. Pay for Sheriffs costs as part of the contract. Payment shall be made directly to the Special Duty Officer within five (5) days of receipt after the Officer fills out a W-9 form on the jobsite. Contact the Sheriffs Office under the local jurisdiction of the project building (Sargent-on-Duty) (808) 244-2904 in addition to contacting the Special Duty Coordinator as follows:

(1) Maui District: (808) 244-2900

1. Security Check: After the award of the Contract and before commencement of any work on the project, the following list containing information on all employees shall be submitted to the Contracting Officer for security check.
 - a. Employees: Name, date of birth and Social Security Number. Any employee who has a previous record of any felonious conduct or any conviction for such offense other than minor traffic offense will not be permitted to work on this project.
 - b. Provide a sign in/out of a log book to be maintained by the Contractor and kept on site. The list of workmen shall be kept current at all times. New workmen shall not enter the jobsite until receipt of clearance is obtained from the Contracting Officer. Workmen found on the site without proper identification shall be removed immediately.
 - c. Materials, tools, and equipment will be subject to inspection, and shall be removed before the start of the next business day.
 - d. Contractor's workers shall show picture identification upon entry and shall maintain this identification on their person at all times.
2. Property Security: The Contractor shall be responsible for the security of his own property at the site, including construction equipment, materials, tools, vehicles, and including all property of the sub-contractors, and their employees.

1.06 WORK UNDER OTHER CONTRACTS

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

1.07 FUTURE WORK

- A. It is not anticipated the State will award a future contract that depends on the Work under this contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01310 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.01 SUMMARY

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

1.02 PERFORMANCE AND COORDINATION

- A. Contractor is in charge of the Work within the Project Contract Limits, and shall direct and schedule the Work. Include general supervision, management and control of the Work of this project, in addition to other areas more specifically noted throughout the Specifications. Final responsibility for performance, interface, and completion of the Work and the Project is the Contractor's.
- B. The Contractor is responsible for jobsite Administration. Provide a competent superintendent on the job and provide an adequate staff to execute the Work. In addition, all workers shall dress appropriately and conduct themselves properly at all times. Loud abusive behavior, sexual harassment and misconduct will not be tolerated. Workers found in violation of the above shall be removed from the job site as directed by the Contracting Officer.
- C. The State will hold the Contractor liable for all the acts of Subcontractors and shall deal only with the Prime Contractor in matters pertaining to other trades employed on the job.
- D. Coordination: Provide project interface and coordination to properly and accurately bring together the several parts, components, systems, and assemblies as required to complete the Work pursuant to the GENERAL CONDITIONS and SPECIAL CONDITIONS.
 - 1. Provide interface and coordination of all trades, crafts and subcontracts. Ensure and make correct and accurate connections of abutting, adjoining, overlapping, and related work. Provide anchors, fasteners, accessories, appurtenances, and incidental items needed to complete the Work, fully, and correctly in accordance with the Contract Documents.
 - 2. Provide additional structural components, bracing, blocking, miscellaneous metal, backing, anchors, fasteners, and installation accessories required to properly anchor, fasten, or attach material, equipment, hardware, systems and assemblies to the structure.
 - 3. Provide excavation, backfilling, trenching and drilling for trades to install their work.

4. Provide concrete foundations, pads, supports, bases, and grouting for trades as needed to install their work.
5. Provide caulking, sealing, and flashing as required to waterproof the building complete and as required to insulate the building thermally and acoustically. Include sealing, flashing, and related work as required to prevent moisture intrusion, air infiltration, and light leakage.
6. Equipment, appliances, fixtures, and systems requiring plumbing and mechanical services, rough-in, and connections, or other utilities and services shall be provided with such services, rough-in, and final connections.
7. Equipment, appliances, fixtures, hardware, and systems requiring electrical services shall be provided with such electrical services, including outlets, switches, overload protection, interlocks, panelboard space, disconnects, circuit breakers, and connections.
8. Materials, equipment, component parts, accessories, incidental items, connections, and services required to complete the Work which are not provided by Subcontractors shall be provided by the Contractor.
9. Coordination: Coordinate construction operations included in various Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections, that depend on each other for proper installation, connection, and operation.

1.03 COOPERATION WITH OTHER CONTRACTORS

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

1.04 COORDINATION WITH OTHER PRIME CONTRACTORS

- A. Multiple prime Contractors performing work under separate agreements with the State may be present near the project location, adjacent to and abutting the Project Contract Limits. This Contractor shall coordinate activities, sequence of work, protective barriers and any and all areas of work interfacing with other Prime Contractor's work. Contractor shall provide a continuity of finishes, walks, landscape, etc. at abutting Contract Limits so no additional work will be required. Any damage to other Prime Contractor's Work committed by this Contractor (or its Subcontractor) shall be repaired promptly at no additional cost to the State.
- B. Coordinate Subcontractors and keep them informed of any work from the other Projects that may affect the site or the Subcontractor's work. If the Contractor has any questions regarding its coordination responsibilities or needs clarification as to the impact in scheduling of its work and the work of other projects, this Contractor shall notify the Contracting Officer in writing.

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

1.05 SUBMITTALS

- B. Combined Contractors Construction Schedule: Provide schedule as determined by Contracting Officer for coordination with other prime Contractors.

1.06 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences as directed by the Contracting Officer.
 - 1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Contracting Officer of scheduled meeting dates and times.
 - 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 - 3. Minutes: Contractor record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Contracting Officer, within 7 days of the meeting.
- B. Preconstruction Conference: Contracting Officer shall schedule a preconstruction conference before the start of construction, at a time convenient to the Contracting Officer, but no later than 7 days before the Project start date or

jobsite start date whichever is later. Conference will be held at the Project site or another convenient location. The Contracting Officer shall conduct the meeting to review responsibilities and personnel assignments.

1. Attendees: Contracting Officer, and design consultants; Facility Users; Contractor and its superintendent; major Subcontractors; manufacturers; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with the Project and authorized to conclude matters relating to the Work.
 2. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Tentative construction schedule.
 - b. Phasing.
 - c. Critical work sequencing and coordination.
 - d. Designation of responsible personnel.
 - e. Use of the premises.
 - f. Responsibility for temporary facilities and controls.
 - g. Parking availability.
 - h. Office, work, and storage areas.
 - i. Equipment deliveries and priorities.
 - j. First aid.
 - k. Security.
 - m. Progress cleaning.
 - n. Working hours.
- C. Progress Meetings: Conduct progress meetings at monthly or other intervals as determined by the Contracting Officer. Coordinate dates of meetings with preparation of payment requests.
1. Attendees: In addition to Contracting Officer and Design Consultant, each Contractor, Subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule,

or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.

- b. Review present and future needs of each entity present, including the following:
 - 1) Outstanding Requests for information (clarification).
 - 2) Interface requirements.
 - 3) Sequence of operations.
 - 4) Status of outstanding submittals.
 - 5) Deliveries.
 - 6) Off-site fabrication.
 - 7) Access.
 - 8) Site utilization.
 - 9) Temporary facilities and controls.
 - 10) Work hours.
 - 11) Hazards and risks.
 - 12) Progress cleaning.
 - 13) Quality and work standards.
 - 14) Force Account work.
 - 15) Change Orders and Change Proposals.
 - 16) Documentation of information for payment requests.
 - c. Corrective Action Plan: Contractor shall provide a plan of corrective action for any item which is delayed or expected to be delayed, then that item impacts the contractual dates.
3. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present. Include a brief summary, in narrative form, of progress since the previous meeting and report.
- a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01320 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.01 SUMMARY

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

1.02 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
 - 1. Critical activities are activities on the critical path and control the total length of the project. They must start and finish on the planned early start and finish times.
 - 2. Predecessor activity is an activity that must be completed before a given activity can be started.
- B. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of project.
- C. Critical Path: The longest continuous chain of activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- D. Event: The starting or ending point of an activity.
- E. Float: The measure of leeway in starting and completing an activity.
 - 1. Float time is not for the exclusive use or benefit of either the Department or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.

2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the following activity.
 3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.
- F. Schedule of Prices: A statement furnished by Contractor allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Payment Applications.

1.03 SUBMITTALS

- A. Required Submittals: Submit 8 sets or electronically of the list of the required submittals, by Specification Section, within 15 days after award of the contract or upon earlier written instructions from the Contracting Officer. *A general listing is provided under SECTION 01330 - SUBMITTAL PROCEDURES.*
1. The listing shall indicate and include the following:
 - a. The number of copies required for submittal.
 - b. Planned submittal date.
 - c. Approval date required by the Contractor.
 - d. A space where the "date of submittal" can be inserted.
 - e. A space where the "date of approval" can be inserted.
 - f. A space where an "action code" can be inserted.
- B. Construction Schedule: Submit 7 sets or electronically of the Construction Schedule for review within 15 days after the award of the contract or upon earlier written instructions from the Contracting Officer.
- C. Schedule of Prices: Submit 3 sets or electronically of the Schedule of Prices integrated with the Construction Schedule for review within 15 days after the award of the contract or upon earlier written instructions from the Contracting Officer.
1. Use the Department's forms for Payment applications.
- D. Payment Application: Submit the payment application at earliest possible date and no sooner than the last day of the month after all payroll affidavits, updated submittal registers, and schedules have been submitted.

1.04 COORDINATION

- A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate Contractors.
- B. Construction Schedule: Coordinate Contractor's Construction Schedule with the Schedule of Prices, Submittals Schedule, loaded monthly event activity, and other required schedules and reports.
1. Secure time commitments for performing critical elements of the Work from parties involved.
 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

- C. Schedule of Prices: Coordinate preparation of the schedule with preparation of Contractor's Construction Schedule.
 - 1. Correlate line items in the Schedule of Prices with other required administrative forms and schedules, including the following:
 - a. The Department's Payment Application form and the Construction Progress Report continuation sheet for the event cost estimate per time period.
 - b. Submittals Schedule.

PART 2 - PRODUCTS

2.01 SUBMITTALS SCHEDULE

- A. Comply with the GENERAL CONDITIONS "SHOP DRAWINGS AND OTHER SUBMITTALS" Article. Furnish required submittals specified in this Section and in the Technical Sections. Submittals include one or more of the following: shop drawings, color samples, material samples, technical data, material safety data information, schedules of materials, schedules of operations, guarantees, certifications, operating and maintenance manuals, and field posted as-built drawings.
- B. Preparation: Furnish a schedule of submittals per Contracting Officer.
 - 1. Coordinate Submittals Schedule with list of subcontracts, the Schedule of Prices, and Contractor's Construction Schedule.
 - 2. The schedule shall accommodate a minimum of 25 calendar days for the State's review, as applicable for the Island the project is located.
 - 3. Prepare and submit an updated list to the Contracting Officer at monthly intervals or as directed by the Contracting Officer. The listing shall reflect all approvals received since the last update.

2.02 SCHEDULE OF PRICES

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

2.03 PAYMENT APPLICATION

- A. Use the Schedule of Prices as the Monthly Construction Progress Report. Each Payment Application shall be consistent with previous applications and

payments. The Contracting Officer shall determine the appropriateness of each payment application item.

- B. Payment Application Times: The date for each progress payment is the last day of each month. The period covered by each Payment Application starts on the first day of the month or following the end of the preceding period and ends on the last day of the month.
- C. Updating: Update the schedule of prices listed in the Payment application when Change Orders or Contract Modifications result in a change in the Contract Price.
- D. Provide a separate line item for each part of the Work where Payment Application may include materials or equipment purchased or fabricated and stored, but not yet installed.
- E. Differentiate between items stored on-site and items stored off-site. Include evidence of insurance or bonded warehousing if required.
- F. Provide separate line items for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
- G. Payment Application Forms: Use and submit copies of the Payment Application and Construction Progress forms provided by Department. Forms are available at the Department's Public Works Division office or District office. Furnish 7 copies or submit electronically.
- H. Application Preparation: Complete every entry on form. Execute by a person authorized to sign legal documents on behalf of the Contractor.
 - 1. Entries shall match data on the Schedule of Prices and Contractor's Construction Schedule. Use updated schedules if revisions were made. Include amounts of Change Orders and Contract Modifications issued before last day of construction period covered by application.
- I. No payment will be made until the following are submitted each month:
 - 1. Monthly Estimate, 7 copies.
 - 2. Monthly Progress Report, 7 copies.
 - 3. Statement of Contract Time, 7 copies.
 - 4. Updated Submittal Register, 1 copy.
 - 5. Updated Progress Schedule, 1 copy.
 - 6. All Daily Reports, 1 copy.
 - 7. All Payroll Affidavits for work done, 1 copy.
 - 8. The above items can be submitted electronically.
- J. Retainage: The Department will withhold retainage in compliance with the GENERAL CONDITIONS.
- K. Transmittal: Submit the signed original and 6 copies of each Payment Application for processing.

2.04 GENERAL CONTRACTOR AND SUBCONTRACTORS DAILY PROGRESS REPORTS

- A. The General Contractor is responsible for submitting the General Contractor and Subcontractor Daily Progress Reports (Daily Reports) for the General Contractor, all subcontractors, and any lower-tier subcontractors.
- B. The form of the Daily Reports shall be as directed by the Contracting Officer. A separate report shall be made and submitted for the General Contractor (each calendar day) and each subcontractor (each day worked). The report shall include the following information for each employer: Name of General Contractor or Subcontractor, Report Number, Contract Day (consecutive calendar day from Notice to Proceed (NTP) Date), Date worked, work location and description, number of workers, trade/labor classification, and work hours. For General Contractor, only the Contract Day is required because the Report Number will be the same number.
- C. The Daily Reports shall be prepared from the project NTP Date. Daily Reports shall continue to be prepared and submitted up to the Project Acceptance Date. After the Project Acceptance Date, Daily Reports will be submitted for days worked only, and continue to date of Contract Completion Notice. Running Contract Day will stop at Project Acceptance Date.
- D. Submit/upload copies of the previous day's reports to the appropriate online folder(s) within the State's web based construction management system as directed by the Contracting Officer by 10:00 a.m. of the next working day.
- E. Daily Reports can be handwritten in the field, and shall be uploaded by the General Contractor to the State's web based construction management system. The reports shall use the following file naming convention:

CN R# CD# YYMMDD
CN: Company Name of General Contractor or Subcontractor (2 capital letters)
R#: Daily Report number (3 digits, used only by Subcontractor)
CD#: Contract Day (consecutive calendar day from NTP Date, 3 digits)
YYMMDD: Report Date in numerals (year, month, day, 6 digits)

Examples: HS 011 015 170314, for Honolulu Subcontractor, Inc.
HG 015 170314, for Honolulu General Contractor, Inc.
- F. A sample Daily Progress Report Form can be found at the end of this Section.

PART 3 - EXECUTION (Not Used)

END OF SECTION

STATE OF HAWAII, DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES DIVISION OF PUBLIC WORKS – CONSTRUCTION MANAGEMENT BRANCH DAILY PROGRESS REPORT		REPORT NO.:	001	
		CONTRACT DAY:	001	
		DATE:	03/14/2017	
PROJECT:	Waimano Ridge			DAGS Job No.:
	Improvements to Buildings and Site			12-20-0000
Contractor:	Enter General Contractor or Subcontractor Name		State Engineer:	
Certified by:	Enter name of person certifying the report information		State Inspector:	
Weather:		Condition:		
WORK PERFORMED TODAY (by General Contractor or Subcontractor)				
Work location & description		Number (Workers)	Trade/Labor Classification	Hours
Observed defective work:				
Observed corrected work:				
Materials and equipment delivered today:				
Testing done today:				
Questions or problems:				
Remarks:				

SECTION 01330 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.01 SUMMARY

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

1.02 SUBMITTAL PROCEDURES

- A. Coordinate Work and Submittals: Contractor shall certify the submittals were reviewed and coordinated.
- B. Submittal Certification: Provide in MS Word when submitting electronically. Contracting Officer will provide an electronic copy of the Submittal Certification. Provide a reproduction (or stamp) of the "Submittal Certification" and furnish the required information with all submittals. Include the certification on:
 - 1. The title sheet of each shop drawing, or on
 - 2. The cover sheet of submittals in 8-1/2 inch x 11-inch format, or on
 - 3. One face of a cardstock tag (minimum size 3-inch x 6-inch) tied to each sample. On the sample tag, identify the sample to ensure sample can be matched to the tag if accidentally separated. The opposite face of the tag will be used by the Contracting Officer to receive, review, log stamp and include comments.
- C. Variances: The Contractor shall request approval for a variance. Clearly note any proposed deviations or variances from the Specifications, Drawings, and other Contract Documents on the submittal and also in a separately written letter accompanying the submittal.

D. Submittal Certification Form (stamp or digital)

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

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

SUBMITTAL NUMBER _____ DATE RECEIVED _____
REVISION NUMBER _____ DATE RECEIVED _____
SPECIFICATION SECTION NUMBER /PARAGRAPH NUMBER _____
DRAWING NUMBER _____
SUBCONTRACTOR'S NAME _____
SUPPLIER'S NAME _____
MANUFACTURER'S NAME _____

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

CERTIFIED BY	
--------------	--

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.01 SUBMITTAL REGISTER AND TRANSMITTAL FORM

- A. Contractor shall use submittal register and transmittal forms as directed by the Contracting Officer.
- B. The listing of required submittals within this Section is provided for the Contractor's convenience. Review the specification technical sections and prepare a comprehensive listing of required submittals. Furnish submittals to the Contracting Officer for review.
- C. Contractor shall separate each submittal item by listing all submittals in the following groups with the items in each group sequentially listed by the specification section they come from:
 - 1. Administrative
 - 2. Data
 - 3. Tests
 - 4. Closing

- D. Contractor shall separate all different types of data as separate line items all with the column requirements.
- E. Contractor shall send monthly updates and reconciled copies electronically to the Contracting Officer and the Design Consultant in MS Word or MS Excel or other format as accepted by the Contracting Officer.

Section No. – Title	Shop Drawings & Diagrams	Samples	Certificates (Material, Treatment, Applicator, etc.)	Product Data, Manufacturer' s Technical Literature	MSDS Sheets	Calculations	Reports (Testing, Maintenance, Inspection, etc.)	Test Plan	O & M Manual	Equipment or Fixture Listing	Schedules (Project Installation)	Maintenance Service Contract	Field Posted As-Built Drawings	Others	Guaranty or Warranty	Manufacturer' s Guaranty or Warranty (Greater than one year)
01310 – Project Management and Coordination											■			■		
01320 – Construction Progress Documenta-tion											■			■		
01330 – Submittal Procedures			■											■		

Section No. – Title	Shop Drawings & Diagrams	Samples	Certificates (Material, Treatment, Applicator, etc.)	Product Data, Manufacturer' s Technical Literature	MSDS Sheets	Calculations	Reports (Testing, Maintenance, Inspection, etc.)	Test Plan	O & M Manual	Equipment or Fixture Listing	Schedules (Project Installation)	Maintenance Service Contract	Field Posted As-Built Drawings	Others	Guaranty or Warranty	Manufacturer' s Guaranty or Warranty (Greater than one year)
01500 – Temporary Facilities and Controls							■							■		
01770 – Closeout Procedures	■								■				■	■	■	
16000 – General Electrical Requirements																
16050 – Basic Materials and Methods	■			■												

END OF SECTION

SECTION 01500 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.01 SUMMARY

- A. Requirements for temporary facilities and controls, including temporary utilities, support facilities, and security and protection facilities.
- B. Temporary utilities include but are not limited to, the following:
 - 1. Sanitary facilities, including toilets, wash facilities, and drinking water facilities.
 - 2. Lighting.
 - 3. Telephone service.
- C. Support facilities include, but are not limited to, the following:
 - 1. Storage and fabrication sheds.
 - 2. Trash, refuse disposal.
 - 3. Lifts and hoists.
 - 4. Temporary elevator usage.
- D. Security and protection facilities and measures include, but are not limited to, the following:
 - 1. Barricades, warning signs, and lights.
 - 2. Temporary enclosures.
 - 3. Temporary security measures.
- E. Related Sections: Refer to Divisions 2 through 16 for other temporary requirements including ventilation, humidity requirements and products in those Sections.

1.02 USE CHARGES

- A. General: Cost or use charges for temporary facilities are not chargeable to the State and shall be included in the Contract Price. Allow other entities to use temporary services and facilities without cost, including, but not limited to, the following:
 - 1. Other Contractors with agreements with the State working within the contract limits.
 - 2. Occupants of Project.
 - 3. Testing agencies.
 - 4. Contracting Officer and personnel of authorities having jurisdiction.

1.03 SUBMITTALS

- A. Landfill Disposal Receipts: Submit copies of receipts issued by a landfill facility. Include receipts with Contractor Daily Progress Report

1.04 QUALITY ASSURANCE

- A. Standards: Comply with IBC Chapter 33, "Safeguards During Construction", ANSI A10.6, NECA's "Standard for Installing and Maintaining Temporary Electric Power at Construction Sites", and NFPA 241, "Standard for Safeguarding Construction, Alteration, and Demolition Operations".

1. Trade Jurisdictions: Assigned responsibilities for installation and operation of temporary utilities are not intended to interfere with trade regulations and union jurisdictions.

1.05 PROJECT CONDITIONS

- A. Temporary Utilities: At earliest feasible time, when acceptable to the Contracting Officer, change over from use of temporary service to use of permanent service.
 1. Temporary Use of Permanent Facilities: Installer of each permanent service shall assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Contracting Officer's acceptance, regardless of previously assigned responsibilities.
- B. Conditions of Use: The following conditions apply to use of temporary services and facilities by all parties engaged in the Work:
 1. Keep temporary services and facilities clean and neat.
 2. Relocate temporary services and facilities as required by progress of the Work.

1.06 PREPARATION AND PROTECTION

- A. Protection of Property: Continually maintain adequate protection of the Work from damage and protect all property, including but not limited to buildings, equipment, furniture, grounds, vegetation, material, utility systems located at and adjoining the job site. Repair, replace or pay the expense to repair damages resulting from Contractor's fault or negligence.
- B. Before starting work to be applied to previously erected constructions, make a thorough and complete investigation of the recipient surfaces and determine their suitability to receive required additional construction and finishes. Make any repair that is required to properly prepare surfaces, and coordinate the Work to provide a suitable surface to receive following Work.
- C. Commencing work by any trade implies acceptance of existing conditions and surfaces as satisfactory for the application of subsequent work, and full responsibility for finished results and assumption of warranty obligations under the Contract.
- D. Protect existing (including interiors) work to prevent damage by vandals or the elements. Provide temporary protection. Use curtains, barricades, or other appropriate methods. Take positive measures to prevent breakage of glass and damage to plastic, aluminum and other finishes.
- E. Repairs and Replacements: Promptly replace and repair damages to the approval of the Contracting Officer. Additional time required to secure replacements and to make repairs does not justify a time extension.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. General: Provide new materials. Undamaged, previously used materials in serviceable condition may be used if approved by Contracting Officer. Provide materials suitable for use intended.
- B. Wood Enclosure Fence: Plywood, 8-feet high, framed with four 2 by 4 inch rails, with preservative treated wood posts spaced not more than 8-feet apart.

- C. Plastic Enclosure Fence: Industry standard 4-feet high plastic fencing with metal (or wood) post supports at 10-feet on center connected with a top and bottom 12-gauge soft annealed galvanized tie wires securely connected to posts. Posts shall be capable of resisting a lateral load of 100 pounds measured at the top of the post.
- D. Water: Potable.

2.02 EQUIPMENT

- A. Self Contained Combination Toilet and Urinal Units: Single occupant units of chemical, aerated recirculation, or combustion type; vented; fully enclosed with a glass fiber reinforced polyester shell or similar nonabsorbent material. One quarter of, or at least one unit(s) shall contain a handwash sink with potable water storage.
- B. Electrical Outlets: Properly configured, NEMA polarized outlets to prevent insertion of 110 to 120 V plugs into higher voltage outlets; equipped with ground fault circuit interrupters, reset button, and pilot light.
- C. Power Distribution System Circuits: Where permitted and overhead and exposed for surveillance, wiring circuits, not exceeding 125 V ac, 20 A rating, and lighting circuits may be nonmetallic sheathed cable.

PART 3 - EXECUTION

3.01 INSTALLATION, GENERAL

- A. Provide each facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.02 TEMPORARY UTILITY INSTALLATION

- A. General: Connect to existing service where directed by the Contracting Officer.
 - 1. Arrange with utility company, the Department, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
 - 2. Provide adequate capacity at each stage of construction. Before temporary utility is available, provide trucked in services.
- B. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water fixtures. Comply with regulations and health codes for type, number, location, operation, and maintenance of fixtures and facilities.
 - 1. Disposable Supplies: Provide toilet tissue, paper towels, paper cups, and similar disposable materials for each facility. Maintain adequate supply. Provide covered waste containers for disposal of used material.
 - 2. Toilets: Use of user's existing toilet facilities will be permitted where and when directed by the Contracting Officer, as long as facilities are cleaned and maintained in a condition acceptable to user. At Substantial Completion, restore these facilities to condition existing before initial use. Provide separate facilities for male and female personnel.

3. Wash Facilities: Install wash facilities supplied with potable water at convenient locations for personnel who handle materials that require wash up. Dispose of drainage properly. Supply cleaning compounds appropriate for each type of material handled.
 4. Locate toilets and drinking water fixtures so personnel need not walk more than 2 stories vertically or 200-feet horizontally to facilities.
- C. Ventilation and Humidity Control: Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.
 - D. Electric Power Service: Provide weatherproof, grounded electric power service and distribution system of sufficient size, capacity, and power characteristics during construction period. Include meters, transformers, overload protected disconnecting means, automatic ground fault interrupters, and main distribution switchgear. Use of State facilities electrical power services will be permitted as long as equipment is maintained in a condition acceptable to the Contracting Officer.
 - E. Electric Distribution: Provide receptacle outlets adequate for connection of power tools and equipment. Protect wiring, in conduits or other, measures when exposed to possible damage or traffic areas.
 - F. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations and traffic conditions.

3.03 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:
 1. Locate field offices, storage sheds, sanitary facilities, and other temporary construction and support facilities for easy access or where shown on Contract Drawings or as directed by the Contracting Officer.
 2. Maintain support facilities until near Substantial Completion. Remove before Substantial Completion.
- B. Traffic Controls: Provide temporary traffic controls at junction of temporary roads with public roads. Include warning signs for public traffic and "STOP" signs for entrance onto public roads. Comply with requirements of authorities having jurisdiction.
- C. Site Drainage:
 1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining property nor endanger permanent Work or temporary facilities.
 2. Before connection and operation of permanent drainage piping system, provide temporary drainage where roofing or similar waterproof deck construction is completed.
- D. Trash, Refuse Disposal:
 1. Department of Health – Illegal Dumping Notice. See attachment to Part 3 of this section.
 - a. This Notice to be printed out on 8.5x11" paper.
 - b. This Notice to be posted at the job site field office and/or in locations visible to all contractors, subcontractors, suppliers, vendors, etc. throughout the duration of the project.
 2. Illegal Dumping of solid waste could subject the Contractor to fines and could lead to felony prosecution in accordance with Chapter 342H, HRS. For more information, see

the following web site:

<http://www.hawaii.gov/health/environmental/waste/sw/pdf/llldump.pdf>

3. Provide waste collection containers in sizes adequate to handle waste from construction operations. Containerize and clearly label hazardous, dangerous, or unsanitary waste materials separately from other waste.
 4. Do not burn debris or waste materials on the project site.
 5. Do not bury debris or waste material on the project site unless specifically allowed elsewhere in these specifications as backfill material.
 6. Haul unusable debris and waste material to an appropriate off site dump area.
 - a. Water down debris and waste materials during loading operations or provide other measures to prevent dust or other airborne contaminants.
 - b. Vacuum, wet mop, or damp sweep when cleaning rubbish and fines which can become airborne from floors or other paved areas. Do not dry sweep.
 - c. Use enclosed chutes or containers to conveying debris from above the ground floor level.
 7. Clean up shall include the collection of all waste paper and wrapping materials, cans, bottles, construction waste materials and other objectionable materials, and removal as required. Frequency of clean up shall coincide with rubbish producing events.
- E. Janitorial Services: Provide janitorial services on a weekly basis for the Contracting Officer's field office, first aid stations, toilets, wash facilities, lunchrooms, and similar areas.
- F. Existing Elevator Usage: Use of existing elevators will be permitted, as long as elevators are cleaned and maintained in a condition acceptable to State and User. At Substantial Completion, restore elevators to condition existing before initial use.
1. Provide protective coverings, barriers, devices, signs, or other procedures to protect elevator car and entrance doors and frame. If, despite such protection, elevators become damaged, engage elevator Installer to restore damaged work so no evidence remains of correction work. Return items that cannot be refinished in field to the shop, make required repairs and refinish entire unit, or provide new units as required.

3.04 ENVIRONMENTAL CONTROLS

- A. General: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
- B. Dust Control:
1. Prevent dust from becoming airborne at all times including non working hours, weekends and holidays in conformance with the State Department of Health, Administrative Rules, Title 11, Chapter 60.1 Air Pollution Control.
 2. Contractor is responsible for and shall determine the method of dust control. Subject to the Contractor's choice, the use of water or environmentally friendly chemicals may be used over surfaces that create airborne dust.
 3. Contractor is responsible for all damage claims due to their negligence to control dust.
- C. Noise Control
1. Keep noise within acceptable levels at all times in conformance with the State Department of Health, Administrative Rules, Title 11, Chapter 46 Community Noise Control. Obtain and pay for the Community Noise Permit when construction equipment or other devices emit noise at levels exceeding the allowable limits.
 2. Ensure mufflers and other devices are provided on equipment, internal combustion engines and compressors to reduce loud disruptive noise levels and maintain equipment to reduce noise to acceptable levels.

3. Unless specified elsewhere, do not start construction equipment that meet allowable noise limits prior to 6:45 A.M. or equipment exceeding allowable noise levels prior to 7:00 A.M.

3.05 VIOLATION OF ENVIRONMENTAL PROVISIONS

- A. Violations of any of the above environmental control requirements or any other pollution control requirements; which may also be specified in the other Specifications sections, shall be resolved under the SUSPENSION and CORRECTIVE WORK Section of the GENERAL CONDITIONS.

3.06 BARRICADES AND ENCLOSURES

- A. Barricades: Before construction operations begin, erect temporary construction barricade(s) to prevent unauthorized persons from entering the project area and to the extent required by the Contracting Officer.
 1. Provide gates in sizes and at locations necessary to accommodate delivery vehicles and other construction operations.
 2. Maintain security by limiting number of keys and restricting distribution to authorized personnel. Provide Contracting Officer with 2 sets of keys.
 3. Paint and maintain the appearance of temporary construction barricade(s) throughout the duration of the Work. Maintenance includes painting over all graffiti promptly, subject to the satisfaction of the Contracting Officer. Before submitting a bid, the contractor is advised to carefully assess the risks for graffiti for the project, bid the project accordingly, and include all costs for repainting all graffiti in his bid. During the course of the project, the Contracting Officer may require additional barricades be provided for the safety of the public. Contractor shall erect the additional barricade(s) at its own expense.
 4. Construction
 - a. wood
 - b. plastic fencing
 - c. as indicated on drawings
- B. Security Enclosure and Lockup:
 1. Install substantial temporary enclosure around partially completed areas of construction.
 2. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security.
- C. Temporary Enclosures:
 1. Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
 2. Where cooling is needed and permanent enclosure is not complete, provide insulated temporary enclosures. Coordinate enclosure with ventilating and material drying or curing requirements to avoid dangerous conditions and effects.

3.07 OPERATION, TERMINATION, AND REMOVAL

- A. Maintenance: Maintain facilities in good operating condition until removal. Protect from damage caused by heat [or freezing] temperatures and similar elements.
- B. Termination and Removal: Remove each temporary facility when need for its service has ended, or when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been

delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

1. Materials and facilities that constitute temporary facilities are the property of Contractor. The Department reserves the right to take possession of Project identification signs.

3.08 ATTACHMENTS

- A. Warning Sign: Requirements for Warning Sign.
- B. Department of Health – Illegal Dumping Notice

END OF SECTION

REQUIREMENTS FOR WARNING SIGN



1. General Requirements: Furnish all labor, materials and equipments necessary to construct and install warning signs as specified hereinafter.
2. Materials
 - a. Backing: Backing shall be 6061-T6 aluminum 0.032-inch minimum thickness.
 - b. Paint: Paint shall be satin finish, exterior grade or factory baked enamel or a combination thereof.
3. Colors: Signs shall have white background. Remaining items shall be similar to Rust-Oleum Federal Safety Red.
4. Requirements for Warning Sign: Message configuration and dimensions shall be in accordance with the attached illustration.
5. Installation
 - a. Signs shall be located at 50-foot intervals around roped off work area or at all entrances in the case of interior work.
 - b. Signs shall be attached to the rope barrier, rope barrier supports, individual sign supports or buildings. Do not use nails to attach signs to building(s).
6. Clean-up: Remove all signs upon completion of project. Repair any damages caused by sign mounting and removal.

DEPARTMENT OF HEALTH ILLEGAL DUMPING NOTICE

The law requires you to dispose solid waste only at recycling or disposal facilities permitted by the Department of Health.

“Solid waste” includes municipal refuse, construction and demolition waste, household waste, tires, car batteries, derelict vehicles, green wastes, furniture, and appliances.

Illegal dumping of solid waste or allowing illegal disposal of solid waste on your property even if contractual or other arrangements are made could subject you to fines from \$10,000 to \$25,000 per occurrence and could lead to felony prosecution in accordance with Chapter 342H, HRS.

**Contact the Department of Health,
Solid Waste Section at 586-4226
to report illegal dumping activities
or if you have further questions.**

SECTION 01770 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including the following:
 - 1. Project Record Documents.
 - 2. Operation and Maintenance Manuals.
 - 3. Warranties.
 - 4. Instruction for the State's personnel.

1.02 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting a Final Inspection to determine Substantial Completion, complete the following items in addition to requirements of Article 7 of the GENERAL CONDITIONS.
 - 1. Advise the Contracting Officer of pending insurance changeover requirements.
 - 2. Submit specific warranties, final certifications, and similar documents.
 - 3. Obtain and submit occupancy permits, operating certificates, and similar releases and access to services and utilities, unless waived by the Contracting Officer.
 - 4. Arrange to deliver tools, spare parts, extra materials, and similar items to a location designated by the Contracting Officer. Label with manufacturer's name and model number where applicable.
 - 6. Complete startup testing of systems.
 - 7. Submit test, adjust, and balance records.
 - 8. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 - 9. Advise the Contracting Officer of changeover in other utilities.
 - 10. Submit changeover information related to the State's occupancy, use, operation, and maintenance.
 - 11. Complete final cleaning requirements, including touch up painting.
 - 12. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
 - 13. Submit the O&M Manual(s) for review.

14. Submit Field-Posted As-Builts electronically per SECTION 1322 – WEB
BASED CONSTRUCTION MANAGEMENT

1.03 FINAL COMPLETION

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

1.04 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Preparation: Submit 2 copies or electronically of any updated and action taken list. In addition to requirements of GENERAL CONDITIONS Article 7 PROSECUTION AND PROGRESS, include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.
 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
 3. Include the following information at the top of each page:
 - a. Project Name and Title.
 - b. Date and page number.
 - c. Name of Contractor.

1.05 PROJECT RECORD DOCUMENTS AND REQUIREMENTS

- A. General:
1. Definition: "Project Record Documents", including Record Drawings, shall fulfill the requirements of "Field-Posted As-Built Drawings" listed in the GENERAL CONDITIONS.
 2. Do not use Project Record Documents for daily construction purposes. Protect Project Record Documents from deterioration and loss. Provide access to Project Record Documents for Contracting Officer's reference during normal working hours. Maintain these documents as specified in paragraph entitled "Record Drawings" hereinafter.
 3. The Designer, under contract with the State, will update the drawings to show all addendum, PCD, and sketch changes. The Contracting Officer will transmit these drawings (mylar or vellum) to the Contractor who will make all "red-line" corrections to these drawings to record the changes depicted on the Contractor's Field Posted Record ("As-Builts") by accepted drafting practices as approved by the Contracting Officer.
 4. Where the recorded changes depicted on the Contractor's Field Posted Record ("As-Builts") are in the form of shop drawings, the Contractor shall provide those shop drawings electronically on the same sheet size as the

drawings transmitted to the Contractor. The new drawing sheets shall be titled and numbered to conform to the construction drawings and clearly indicate what information they supercede in the actual construction drawings. For example a new drawing that replaces drawing M-3, could be numbered M3a.

5. The Contractor shall bring to the attention of the Contracting Officer any discrepancy between the changes made by the Designer and those depicted on addendum, PCD, and sketch changes. The Contracting Officer will resolve any conflicts.
6. Submit final Record Documents (Field Posted Record Drawings) before the Final Inspection Date and no later than the Contract Completion Date, unless the GENERAL CONDITIONS require otherwise.
7. The Contractor shall guarantee the accuracy of its final Record Documents. The State will hold the Contractor liable for costs the State incurs as a result of inaccuracies in the Contractor's Record Documents.
8. Prepare and submit [construction photographs and electronic files], damage or settlement surveys, property surveys, and similar final record information as required by the Contracting Officer.
9. Deliver tools, spare parts, extra materials, and similar items to a location designated by the Contracting Officer. Label with manufacturer's name and model number where applicable.
10. Submit pest-control final inspection report and warranty.
11. Submit Final, corrected O&M Manual(s).

B. Record Drawings:

1. Maintain a duplicate full-size set as the Field Posted Record ("As-Built") Drawings at the job site. Clearly and accurately record all deviations from alignments, elevations and dimensions, which are stipulated on the drawings and for changes directed by the Contracting Officer that deviate from the drawings.
2. Record changes immediately after they are constructed in place and where applicable, refer to the authorizing document (Field Order, Change Order, or Contract Modification). Use red pencil to record changes. Make Field Posted Record Drawings available to the Contracting Officer at any time so that its clarity and accuracy can be monitored and can be countersigned for validity.
 - a. Give particular attention to information on concealed elements that cannot be readily identified and recorded later.
 - b. Accurately record information in an understandable drawing technique.
 - c. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
 - d. Mark the contract drawings or the shop drawings, whichever is most capable of showing actual physical conditions, completely and accurately. Where Shop Drawings are marked, show cross-reference on contract drawings.

- e. Mark important additional information that was either shown schematically or omitted from original Drawings.
 - f. Locate concealed building utilities by dimension from bench marks or permanent structures. Locate site utilities by dimensions, azimuth and lengths from bench marks or permanent structures.
 - g. Note field order numbers, Change Order numbers, Contract Modification numbers, Alternate numbers, post-construction drawing numbers (PCD) and similar identification (RFI numbers) where applicable.
 - h. The Contractor shall initial each deviation and each revision marking.
3. Use the final updated Contract Drawing set (including all addenda, PCD, and sketches) plus applicable shop drawings for making the final Field Posted Record Drawings submittal.
 4. Certify drawing accuracy and completeness. Label and sign the record drawings or use digital electronic signature as approved by the Contracting Officer.
 5. Label the title sheet and on all sheets in the margin space to the right of the sheet number, written from the bottom upward, with the title "FIELD POSTED RECORD DRAWINGS" and certification information as shown below. Provide a signature line and company name line for each subcontractor that will also certify the respective drawing. Adjust size to fit margin space.

FIELD POSTED RECORD DRAWINGS	Certified By: _____ [Contractor's Company Name]	Date: _____
---------------------------------	--	-------------

6. Revise the Drawing Index and label the set "FIELD POSTED RECORD DRAWINGS". Include the label "A COMPLETE SET CONTAINS [] SHEETS" in the margin at the bottom right corner of each sheet. Quantify the total number of sheets comprising the set.
7. If the Contracting Officer determines a drawing does not accurately record a deviation or omits relevant information, the State will correct any FIELD POSTED RECORD DRAWINGS sheet. Contractor will be charged for the State's cost to correct the error or omission.
8. Use the final Field Posted Record Drawings sheets and create one electronic version of the set. The set shall be recorded in Adobe Acrobat PDF (Portable Document Format).

1.06 WARRANTIES

- A. Submittal Time: Submit written manufacturer's warranties at request of the Contracting Officer for designated portions of the Work where commencement of warranties other than Project Acceptance date is indicated.
- B. Partial Occupancy: Submit properly executed manufacturer's warranties within 45 days of completion of designated portions of the Work that are completed and occupied or used by the State during construction period by separate agreement with Contractor.
- C. Organize manufacturer's warranty documents into an orderly sequence based on the table of contents of the Specifications.

1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2 inch x 11-inch paper.
2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer and prime contractor.
3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES", Project Name and Title, Job Number, and name of Contractor.
4. Use the final submittal of the warranties to create an electronic Adobe Acrobat PDF (Portable Document Format) version of the bound warranty documents files. Each sheet shall be separately scanned, at 600 DPI or better into a PDF file, indexed, and uploaded electronically.

1.07 OPERATION AND MAINTENANCE MANUALS

- A. Assemble complete set of operation and maintenance data indicating the operation and maintenance of each system, subsystem, and piece of equipment not part of a system. Include operation and maintenance data required in individual Specification Sections and as follows:
 1. Operation Data:
 - a. Emergency instructions and procedures.
 - b. System, subsystem, and equipment descriptions, including operating standards.
 - c. Operating procedures, including startup, shutdown, seasonal, and weekend operations.
 - d. Description of controls and sequence of operations.
 - e. Piping diagrams.
 2. Maintenance Data:
 - a. Manufacturer's information, Material Safety Data Sheets, and a list of spare parts.
 - b. Name, address, and telephone number of installer or supplier.
 - c. Maintenance procedures.
 - d. Maintenance and service schedules for preventive and routine maintenance.
 - e. Maintenance record forms.
 - f. Sources of spare parts and maintenance materials.
 - g. Copies of maintenance service agreements.
 - h. Copies of warranties and bonds.
- B. Use the following 3 paragraph headings, "Notes, Cautions and Warnings", to emphasize important and critical instructions and procedures. Place the words "Notes", "Cautions", or "Warnings" immediately before the applicable instructions or procedures. Notes, Cautions and Warnings are defined as follows:
 1. Note: highlights an essential operating or maintenance procedure, condition or statement.

2. Caution: highlights an operating or maintenance procedure, practice, condition or statement which if not strictly observed, could result in damage to or destruction of equipment, loss of designed effectiveness, or health hazards to personnel.
 3. Warning: highlights an operating or maintenance procedure, practice, condition, or statement that if not strictly observed, could result in injury to or death of personnel.
- C. Organize the Operation and Maintenance Manuals into suitable sets of manageable size. Bind and index data in heavy-duty, "D" type 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, with pocket inside the covers to receive folded oversized sheets. Binder color shall be maroon, or if not available red. Identify each binder on front and spine with the printed title "OPERATION AND MAINTENANCE MANUAL", Project Name and Title include building number when appropriate, Job Number, Prepared For: The Judiciary, Prepared By: [Contractor] and Volume Number. Each binder is a single volume.
- D. Electronic Format
1. Provide all information (narratives, drawings and manual) in electronic PDF format and upload per Contracting Officer. Provide Compact Disc (CD) or DVD if files are too large. Provide drawings and plans prepared for the O&M Manuals drawn electronically and saved as a PDF file. Name and index the files for ease of identification and updates.
 2. Provide the complete O&M Manual using Adobe Acrobat PDF (Portable Document Format) files. Each sheet shall be separately scanned into a PDF file, indexed, bookmarked, hyperlinked to the table of contents uploaded per Contracting Officer. Scanned documents shall be scanned at 600 DPI or better. Indexes and bookmarks may be highlighted or colored text.
- E. Pre-Final Submittal: Submit 1 printed set of Final Operation and Maintenance Manual, for review by the Contracting Officer, at least 5 days prior to scheduled final inspection. Manuals shall be marked as Pre-Final.
1. Make any correction noted before submitting the final Operation and Maintenance Manuals.
 2. The set will be returned with comments. Additional review comments may include problems discovered during the O&M Manual's review, site validation, and facility start up and will be provided to the Contractor after facility Project Acceptance Date.
- F. Final Submittal: Use the final submittal of the manuals to create the electronic PDF file version of the bound Operation and Maintenance Manuals documents. Include the Submittal (100 percent) review comments along with a response to each item. Upload Final Submittal per Contracting Officer. Final printed manual and any disks shall be marked as Final and sent to the Contracting Officer.

PART 2 - PRODUCTS

2.01 MATERIALS

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

PART 3 - EXECUTION

3.01 DEMONSTRATION AND TRAINING

- A. Instruction: Instruct the State's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
 - 1. Provide instructors experienced in operation and maintenance procedures.
 - 2. Provide instruction at mutually accepted times.
 - 3. Schedule training with the State's users, through the Contracting Officer with at least 7 days advanced notice.
 - 4. Coordinate instructors, including providing notification of dates, times, length of instruction, and course content.
- B. Program Structure: Develop an instruction program that includes individual training modules for each system and equipment not part of a system, as required by individual Specification Sections. For each training module, develop a learning objective and teaching outline. Include instruction for the following:
 - 1. System design and operational philosophy.
 - 2. Review of documentation.
 - 3. Operations.
 - 4. Adjustments.
 - 5. Troubleshooting.
 - 6. Maintenance.
 - 7. Repair.

3.02 FINAL CLEANING

- A. General: Provide final cleaning. In addition to requirements of Article 7 of the GENERAL CONDITIONS conduct cleaning and waste-removal operations to comply with local laws and ordinances and federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturers written instructions unless noted otherwise. Complete the following cleaning operations before requesting final inspection for entire Project or for a portion of Project:

1. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 4. Remove tools, construction equipment, machinery, and surplus material from Project site.
 6. Remove debris and surface dust from limited access spaces, including: roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 11. Remove labels that are not permanent.
 12. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
 - a. Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
 13. Wipe surfaces of mechanical and electrical equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 14. Replace parts subject to unusual operating conditions.
 17. Clean ducts, blowers, and coils if units were operated without filters during construction.
 19. Leave Project clean and ready for occupancy.
- D. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the State's property. Do not discharge volatile, harmful, or dangerous materials into drainage and sewer systems or onto State property. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION

DIVISION 16 - ELECTRICAL

SECTION 16000 - GENERAL ELECTRICAL REQUIREMENTS

PART 1 - GENERAL

1.01 GENERAL REQUIREMENTS:

As specified in Section 01100 – PROJECT REQUIREMENTS.

1.02 SUMMARY:

This Section includes general requirements for interior and exterior electrical work.

1.03 WORK INCLUDED:

- A. Electrical Work: Provide all articles, materials, equipment operators, systems and services specified herein and on the Drawings and as normally required by accepted industry standard practices, including all labor taxes, fees, insurance, warranties and incidentals required to complete all electrical work.
- B. In general, the following work is included:
 - 1. Demolish existing electrical connections and equipment as indicated on the drawings.
 - 2. Provide, complete and in place, electrical and communication systems as indicated in the Drawings and specified herein. Provide, complete and in place, exterior and interior electrical systems.
 - 3. Provide saw cutting (where required), excavation, shoring, bracing, suitable backfill material, concrete encasement, backfilling, compacting, ac patching (where required) and concrete patching (where required) for complete duct system installation.
 - 4. Coordinate work with Hawaiian Electric Company and County electrical inspectors as required
- C. Furnish required submittals and samples, operations and maintenance manuals, and "As-built" Drawings.
- D. Coordinate work with other trades to avoid omissions and overlapping of responsibilities.
- E. Apply for, obtain and pay for all County fees, permits, licenses, utility fees, assessments and inspections required for this work.
- F. Pay for all temporary construction and testing power.

1.04 INTENT OF SPECIFICATIONS AND DRAWINGS:

- A. Specifications and Drawings are prepared in abbreviated form and include incomplete sentences. Omission of words or phrases such as “the Contractor shall”, “as shown on the drawings”, “a” and “the” are intentional. Omitted words and phrases shall be provided by inference to form complete sentences.
- B. Specifications and Drawings complement each other and what is specified, scheduled or mentioned on one shall be binding as if called for by both.
- C. Discrepancies and Interpretations:
 - 1. Should the Contractor find any discrepancies in or omissions from any of the documents or be in doubt as to their meaning, he shall advise the Officer-in-Charge who will issue any necessary clarification within a time period which does not disrupt the progress of the work.
 - 2. All interpretation and supplemental instructions will be in the form of a written addendum to the Contract Documents.
 - 3. Should any discrepancies arise from the failure of the Contractor to notify the Officer-in-Charge, the higher quality or larger quantity of item shall prevail. Officer-in-Charge shall make the final interpretation and judgment.
 - 4. In the event of a discrepancy between small scale drawings and large scale details, or between Drawings and Specifications, of which is in violation of any regulations, ordinances, laws or codes, the discrepancy, if known by the Contractor, shall be immediately brought to the attention of the Officer-in-Charge for a decision before proceeding with the particular work involved. Work carried out disregarding these instructions will be subject to removal and replacement at the Contractor's expense.

1.05 DEFINITIONS:

- A. Provide: Furnish and install, test and deliver to the State in operating and ready to use condition.
- B. Wiring: Provide all raceways, junction boxes, conductors, devices, protection equipment, installation of motor controllers (furnished by others) when required, etc., including testing for a complete, operative and ready to use electrical system.
- C. Approved Substitute: Material, equipment or system, including all necessary labor, modifications and accessories satisfying the requirements of the contract documents, the design intent, and to provide features or have operating characteristics equal or better than that specified.

- D. Complete: Furnish installation that is operative, tested, and ready to use and which satisfies the intent of the contract documents, including all necessary accessories and modifications.
- E. Contractor: General Contractor responsible for all work shall assign work to Sub-Contractors. Except where noted, work of this section shall be assigned to the Electrical Sub-Contractor.
- F. HECO: Hawaiian Electric Company
- G. HTCO: Hawaiian Telcom
- H. Spectrum: Charter Spectrum

1.06 QUALITY ASSURANCE:

- A. Government and Utility Requirements: Comply with all requirements of the State of Hawaii, County of Maui, Disability and Communication Access Board (DCAB), and respective utility company rules and regulations.
- B. Specifications are accompanied by electrical, civil, structural, plans of the buildings, site, and diagrammatical electrical plans showing locations of luminaries, standards, outlets, feeder runs, devices and other electrical equipment. Locations are approximate and before installation, Contractor shall study adjacent construction details and make installation in the most logical manner. Prior to installation and at the direction of the Officer-in-Charge, relocate any device, equipment, feeder, or circuit within 10'-0" of the location presently shown without added cost to the State.
- C. Prior to start of the rough-in work, verify all dimensions and equipment sizes with the approved shop drawings including equipment furnished by others. Circuits and raceway routes are diagrammatic and may be altered in any logical manner. However, all changes from the contract documents shall be subject to review and acceptance of the Officer-in-Charge and indicated on the "As-built" Drawings.
- D. Feeders and branch circuits for equipment furnished by others were sized for the anticipated equipment. Verify electrical requirements of all equipment furnished by others prior to rough in and prior to ordering of the electrical distribution equipment. Re-size affected feeders and branch circuits at no additional cost to the State.
- E. Materials and Equipment: Materials and equipment shall conform to requirements of applicable technical specification sections, publications specified therein and shall be as shown on the drawings. Materials and equipment shall be new and shall be the product of manufacturers regularly engaged in the manufacture of such products.

All items shall essentially duplicate materials and equipment which have been in satisfactory use at least two years prior to bid opening and shall be

supported by a service organization that is located reasonably close to the site of installation.

F. Substitutions:

1. Where items are specified by manufacturer's name or catalog number, substitutions require written permission by the State prior to bidding. Brand names, manufacturer's names and catalog numbers indicate the standard of design and quality required. List of substitute materials together with qualifying data shall be submitted for review prior to the request for clarification/substitution due date. Failure to submit for review substitute materials prior to bidding shall mean that materials, as specified, will be provided. Substitute materials submitted and rejected shall not be resubmitted in any modified form.
2. Samples of proposed substitute items may be required and shall be submitted by the Contractor at his expense as soon as practicable after they are requested.
3. Burden of proof of equality of proposed substitutions will be the responsibility of the Contractor. Submittals shall be sufficiently detailed to permit evaluation of the proposed items. Inadequacy of submittals shall be sufficient cause to reject a proposed substitution.
4. All prospective offerors must submit descriptive information on proposed material for pre-bidding acceptance where an item is detailed but no manufacturer is named.
5. Costs to review any contractor submitted value engineering change proposals shall be paid by the Contractor.

- G. Prevention of Corrosion: All metallic materials shall be protected against corrosion. Exposed metallic parts of equipment, apparatus, devices, mounting hardware, and fasteners that are provided in damp, wet, or corrosive areas shall be constructed from 316 or 316L stainless steel. All such parts as boxes, bodies, fittings, guards and miscellaneous parts shall be constructed of 316 or 316L stainless steel. The Contractor shall not join dissimilar metals that will result in deterioration due to galvanic corrosion.

1.07 DEPARTURES:

- A. Departures resulting from the substitution of materials or systems shall be accompanied by appropriate changes in all affected work of every trade and shall include stamped and signed drawings by a licensed engineer for any portion of the project requiring re-design. Such changes shall be done at no increase to the contract amount and shall be the responsibility of the Sub-Contractor or supplier responsible for the departures. Changes proposed by the Contractor shall be based on a system approach and may be allowed if implemented without decrease in quality, performance and operations, increase in utility costs or adverse effect on the available physical space to install the equipment. Such departures shall be

submitted and noted in shop drawings for review and acceptance by the State. Departures initiated by other trades, requiring changes in the electrical system as well as other systems, shall be accompanied by appropriate changes to all affected work of every trade, at no increase in contract amount. Submission for departure shall be as follows:

EXAMPLE:

<u>Item</u>	<u>Manufacturer and Catalog Number Specified</u>	<u>Substitute Manufacturer and Catalog Number</u>
Cable	John Doe - No. 3200	King - No. 2200

- B. The General Contractor shall be responsible to coordinate, approve and select systems that do not impose unaccounted for impacts on the electrical work. It shall be understood that after the award of contract, all departures having electrical impact, unless otherwise noted, have been reviewed and approved by the General Contractor.

1.08 SUBMITTALS:

- A. Submit in accordance with SECTION 01330 - SUBMITTALS. All submittals shall be reviewed and approved by the General Contractor and the Electrical Contractor. Partial submittals or submittals lacking the General Contractor's and Electrical Contractor's approvals will not be acceptable. Annotate descriptive data to show the specific model, type, option, and size of each item the Contractor proposes to furnish. Do not commence work until each system, including all the various components, have been approved. The State will review and approve all submittals. Before the materials are ordered or the work is commenced the shop drawings must be approved.
- B. List of Materials and Equipment: These lists shall include manufacturer's names and material or equipment identification such as styles, types, or catalog numbers to permit ready and complete identification. Original catalog cuts or brochures shall be provided. Scanned or photocopied submittals will be rejected without review.
- C. Product Data: Shall be sufficiently comprehensive and detailed to permit evaluations, otherwise the item may be rejected, and shall include, as applicable, the following:
1. Original catalog cuts or brochures shall be provided. Scanned or photocopied submittals will be rejected without review.
 2. Each submittal shall contain an itemized list of each item being submitted. Each item shall be identified with the complete manufacturer's ordering number including all options.
 3. Dimension outlines of all enclosures.

4. Dimension drawings of components such as switchboard, motor control center, panelboards, transformers, enclosed circuit breakers, safety disconnect switches, inverters, and generators.
 5. Scaled drawings showing the layouts and arrangement of equipment in all electrical rooms, telecom rooms, and generator rooms.
 6. Operating and electrical characteristics including interrupting ratings and impedances.
- D. Certificate of Compliance: Where required by the section specifying the equipment, the Contractor shall submit six (6) copies or electronic files of certificates of compliance in accordance with the requirements of the GENERAL REQUIREMENTS. The certificates shall include but not be limited to factory test reports.
- E. Installation, Operation and Maintenance Data: Six (6) copies or electronic files of installation, operation and maintenance data shall be submitted for equipment specified to require such data. The data shall be in the form of manuals and shall indicate instructions for operating, maintaining, repairing, recommended inspection points, periods for inspection, and all related spare parts in a practical, complete and comprehensive manner. The information shall be arranged in a logical, orderly sequence, including a general description of the equipment and significant technical characteristics.

Test, adjustment and calibration information shall be furnished and identified to specific equipment. The installation, operation and maintenance data shall be as required by the manufacturer.

- F. Acceptance Requirements: Acceptance for material and equipment will be based on manufacturer's published data. Where materials or equipment are specified to be constructed and tested, or both, in accordance with the standards of the National Electrical Manufacturers Association (NEMA) or the American National Standards Institute (ANSI), the Contractor shall submit proof that the items furnished under this section of the specifications conform to such requirements. A certification or published catalog specification data statement to the effect that the item is in accordance with the referenced NEMA standard by a company listed as a member company of NEMA for the section whose standards cover the item under construction, will be acceptable as sufficient evidence that the item conforms to the requirements of the National Electrical Manufacturers Association. A manufacturer's statement indicating complete compliance of each item with the applicable NEMA, ANSI or other commercial standard specified shall be submitted and will be acceptable proof of compliance. Conformance with the agency requirements does not relieve the item from complying with any other requirements of the specifications.
- G. Nameplates:

1. General: In addition to standard manufacturer's nameplate, permanent corrosion resistant nameplates shall be provided for each enclosed circuit breaker, safety switch, panelboard, lighting contactor, inverter, telecom junction box, and other major pieces of equipment. Nameplates shall designate the function of the equipment for which they are used. The designation shall be submitted for review and acceptance with the shop drawings.
2. Material and Lettering: 1/16" thick, laminated plastic, black-white-black. Nameplate lettering shall be 1/4" high upper-case.
3. Fastening: Nameplates shall be fastened stainless steel (316) screws.
4. Hand lettering or stick-on embossed marking tape is not acceptable.
5. Provide laminated tape labeling for all new receptacles on coverplates. Identify associated panel name and circuit number.

H. Labels:

1. Provide labels as required by the latest version of the National Electrical Code adopted by the County.
2. The labels shall be designed according to the following standards:
 - a. UL969 – Standard for Marking and Labeling Systems.
 - b. ANSI Z535.4 – Product Safety Signs and Labels.
 - c. NFPA 70 (National Electric Code) – Article 110.16.
 - d. NFPA 70E – Section 130.
3. Labels shall be provided for, but not limited to:
 - a. Available fault currents at switchboards and panelboards per 2014 NEC 110.24(A).
 - b. Arc Flash warning labels shall be provided per 2014 NEC 110.16 and 2015 NFPA-70E 130.5. The contractor shall attain all information required for the calculations, perform the calculations, and provide the labels at no additional cost.
 - c. Source and location of feeder serving switchboards and panelboards per NEC 408.4(B).
 - d. Method utilized for conductor identification per 2014 NEC 210.5(C).

- e. All telecommunication, telephone, data, and signal cables.
- 4. Label materials shall be provided similar to nameplates except that labels for wires, conductors, and cables shall be of the printed tape type.
- I. Factory Tests and Inspection:
 - 1. The equipment furnished shall be inspected mechanically and electrically, and all manufacturers' routine factory tests shall be performed to verify conformance with the specified requirements. The test equipment and test methods shall conform to the requirements of standards specified. The contract price shall include cost of performing all tests.
 - 2. The Contractor shall furnish, at time of equipment delivery, six (6) certified copies or electronic files of all test results.
- J. Equipment Guarantees: Installation shall be complete in every detail and ready for use. Any item furnished or provided by the Contractor developing defects within one (1) year after final acceptance by the State shall be replaced by materials, apparatus and parts including installation labor costs to make such defective portion of the completed system conform to the true intent and meaning of the drawings and specifications, without additional cost to the State. The Contractor shall guarantee all equipment specified from the date such equipment is accepted by the State, against defects in materials, design, performance and workmanship. Guarantees shall be supported by manufacturer's written warranties and shall be signed by an official of the manufacturer's organization. Replacement parts shall be delivered and repairs shall be made promptly upon receipt of notice of failure under normal and proper use and maintenance. All costs of replacement and repair shall be borne by the Contractor provided that a report substantiating such defect or failure to conform to specifications is promptly given to the Contractor.

1.09 SHOP DRAWINGS:

- A. Layout shop drawings required. Prepare and submit the following coordinated layout shop drawings:
 - 1. All electrical rooms with electrical equipment along with lighting and mechanical equipment and dimensions.
 - 2. Underground ducts, handholes, manholes in relation to structural footings, wet utility lines including but not limited to sewer, storm drain, domestic water, fire, water, etc.
 - 3. Areas requiring deviation from design documents. Such deviations shall be clearly identified.

4. Layout of electric charging equipment on the prepared site and electric charging equipment elevations to demonstrate appropriate clearance for electric vehicles.
5. Areas requiring deviation from the design documents, shall be clearly identified. Such deviations shall not be paid for directly and are considered incidental to the complete project.

1.10 CODES, REGULATIONS AND STANDARD SPECIFICATIONS:

- A. Work shall conform to the Hawaii Revised Statutes, the Ordinances of the County; the International Conference of Building Officials (ICBO) International Building Code (IBC); and the latest edition of National Electrical Code (NEC).
- B. Applicable rules, standards and specifications of following associations shall apply to materials, workmanship, and procedures:

American National Standards Institute (ANSI)
Illuminating Engineering Society of North America (IESNA)
National Electrical Manufacturer's Association (NEMA)
National Fire Protection Association (NFPA)
Underwriters' Laboratories, Inc. (UL)

1.11 WARRANTY:

Defective materials and workmanship shall be removed and replaced at no cost to the State. For period of one year after date of final acceptance of work by State, materials and workmanship developing defects and malfunctions shall be repaired and/or replaced, to conform with intent of the specification and drawings, at no additional cost to the State.

PART 2 - PRODUCTS

2.01 MATERIALS:

All materials shall be new, except as specifically noted, and shall bear the label of Underwriter's Laboratories, Inc., wherever standards have been established and label service is normally and regularly furnished by the agency. See the respective technical sections for the electrical material specifications.

PART 3 - EXECUTION

3.01 MATERIALS AND EQUIPMENT PROVIDED BY THE CONTRACTOR:

The electrical installation shall be complete and operable and shall conform to the requirements of the contract drawings. The Contractor shall provide all electrical equipment and materials, wiring, supports and such additional parts as

are necessary to make the installation complete. All Contractor furnished materials and equipment are subject to review and acceptance by the State.

3.02 PROTECTION DURING STORAGE:

Store all materials and equipment in a safe manner. Provide weather, dehumidification, and fire protection for all materials. Store all materials above grade to avoid damage by moisture. Cover all materials to avoid damage from sunlight.

3.03 PROTECTION OF WORK IN PROGRESS:

All electrical materials and equipment shall be completely protected during installation. Equipment shall be securely protected against physical or chemical damage. In areas exposed to weather, materials unused at the end of each day's work shall be protected by weatherproofed installations. All unprotected conduits shall be sealed to prevent water and foreign debris from entering conduits. Damage to materials and equipment due to Contractor's neglect shall be repaired or replaced by and at the expense of the Contractor.

3.04 PROGRESS OF WORK AND COORDINATION:

The Contractor shall prepare a schedule identifying the sequence of electrical work. The electrical work shall be coordinated with the work of other Contractors and other trades. The schedule shall be submitted prior to beginning installation and shall be subject to review and acceptance by the State.

3.05 RULES:

The entire electrical installation shall conform to the applicable rules and regulations of the State Fire Code and the standards and publications specified in the technical sections.

3.06 COORDINATION:

The contract drawings indicate the extent and general location and arrangement of equipment, conduit and wiring. Lighting fixtures, outlets and electrical equipment shall be located so as to avoid interference with architectural, mechanical and structural features. The State may request any device, equipment, circuit, or feeder to be relocated within 10'-0" of the location shown on the Drawings before installation is initiated and without increase in contract amount.

3.07 WORKMANSHIP:

- A. All materials and equipment shall be installed in accordance with printed recommendations of the manufacturer and shall conform to the requirements of the contract drawings. The installation shall be accomplished by workers skilled in this type of work. For actual fabrication, installation and testing of the Electrical work, use only thoroughly trained and experienced workmen completely familiar with items to be installed and

with manufacturers' recommended methods of installation. In acceptance or rejection of installed work no allowance will be made for lack of skill on part of workmen.

- B. Inspection: Skill and competency of workmanship shall be subject to the approval of the State. The contractor shall open all electrical equipment, cabinets, junction boxes, and devices as required by the State or inspector for inspection. All equipment shall be de-energized prior to inspection unless voltage and current measurements are required. The Contractor shall be responsible for all electrical and arc flash safety at the project site.

3.08 FIELD TESTS:

- A. After the installation is completed, and at such time the State may direct, the Contractor shall conduct field tests for acceptance by the State. When the tests are specified to be performed under the supervision of the equipment manufacturer, the Contractor shall cooperate with the State during tests and shall place at the manufacturer's disposal, all assistance, materials and services required to perform such tests. The tests shall be performed in the presence and to the satisfaction of the State. The Contractor shall furnish all necessary electric power, fuel, instruments, equipment, and personnel required for the tests and shall pay for all power and fuel.
- B. Insulation Tests: The insulation of all conductors shall be tested with a megger insulation tester. Submit results of tests to the State.
- C. Operating Tests: The equipment and systems shall be demonstrated to operate in accordance with the requirements of the technical sections in which the equipment or systems are specified.
- D. Ground Resistance Test: Test ground resistance by three-point method. Results of test shall be submitted to the State. Ground Resistance: Ground resistance measurements of each ground rod shall be taken and certified by the Contractor. Upon completion of the project, the Contractor shall submit in writing to the State, the measured ground resistance of each ground rod and grounding system, as well as the resistance and soil conditions at the time the measurements were made. Ground resistance measurements shall be made in normally dry weather, not less than 48 hours after rainfall, and with the ground under test isolated from other grounds.
- E. Test all 600 volt class conductors to verify that no short circuits or accidental grounds exist. Make tests using an instrument which applies a voltage of approximately 500 volts to provide a direct reading in resistance, and measure the insulation resistance from phase to phase and phase to neutral. All test results shall be recorded and submitted to the State.
- F. Wherever test or inspection reveals faulty materials or installation, Contractor shall take corrective action, at his own expense, repairing or

replacing materials or installation as directed. The materials or installation shall then be retested.

END OF SECTION

SECTION 16050 - BASIC MATERIALS AND METHODS

PART 1 - GENERAL

1.01 GENERAL REQUIREMENTS:

As specified in Section 01100 – PROJECT REQUIREMENTS.

1.02 SUMMARY:

This section provides the specifications for general electrical work.

1.03 SUBMITTALS:

- A. Submit in accordance with SECTION 01330 – SUBMITTALS.
- B. Submittals shall include installation and wiring diagrams and instructions for installation, operation and maintenance. Detailed wiring plans showing termination to termination wiring shall also be provided.
- C. Submittals shall include testing and commissioning procedures for the specified system, including report forms that will be provided in a final commissioning report.
- D. Provide a complete set of manuals for all manufactured items.
- E. Shop Drawings: Submit complete shop drawings and manufacturer's literature for the State's review before any work is ordered or fabricated. Partial or incomplete submittals will be returned without review. Submit in accordance with SECTION 01330 – SUBMITTALS. Submit manufacturer's literature for the following:
 - 1. Panelboards
 - 2. Large Junction Boxes
- F. As-Built Drawings: Submit as-built drawings as specified under SECTION 01330 – SUBMITTALS.
- G. Intent of Shop Drawing and Catalog Cut Review:
 - 1. Shop drawing and catalog cut submittals processed by the Officer-in-Charge are not Change Orders. The purpose of the submittals by the Contractor is to demonstrate to the Officer-in-Charge that he understands the design concept, that he demonstrates his understanding by indicating which equipment and material he intends to furnish and install and by detailing the fabrication and installation methods he intends to use.
 - 2. If deviations, discrepancies or conflicts between shop drawings and specifications are discovered either prior to or after shop drawing

submittals are processed by the Officer-in-Charge, the design drawings and specifications shall control and shall be followed.

- H. Shop drawings and catalogue cuts for substitute materials shall clearly specify compliance with and/or deviation from specified material. Certification shall not contain statements to imply that the item does not meet requirements specified, such as "as good as"; and "achieve the same end use and results as materials formulated in accordance with the referenced publications". Certifications shall simply state that the item conforms to the requirements specified. Certificates shall be printed on the manufacturer's letterhead and shall be signed by the manufacturer's official authorized to sign certificates of compliance. Review of shop drawings and catalogue cuts shall not release Contractor from complying with intent of drawings and specifications.

1.04 GUARANTEE AND CERTIFICATE:

Any item of material, apparatus, equipment furnished and installed, or construction by the Contractor showing defects in design, construction, quality or workmanship within one year from the date of final acceptance by the Officer-in-Charge shall be replaced by such new material, apparatus or parts as may be found necessary to make such defective portion of the complete system conform to the true intent and meaning of the specification and/or the drawings. Such repairs or replacement shall be made by the Contractor, free of all expense to the State. The surety shall not be liable after two (2) years from the date of final acceptance by the Officer-in-Charge.

1.05 GENERAL:

The Contractor shall furnish all labor, materials (except as hereinafter noted), tools, equipment and appliances required to provide and install all Electrical Work, complete, as indicated on the drawings and/or as herein specified. The drawings note various sizes of equipment as determined for basis of design; the electrical work, however, shall be installed to comply with the equipment furnished by the successful supplier. The work shall include but not necessarily be limited to, the following:

- A. Complete electrical system as indicated on the drawings. The system shall include new hardware, software, conduit and wiring.
- B. Before bidding on this work, carefully examine each of the drawings and the site. By submitting a proposal of the work included in this contract, the Contractor shall be deemed to have made such examination and to be familiar with and accept all conditions of the job site.
- C. Prior to ordering equipment, the Contractor shall examine the plans to verify the amount of space allocated for the electrical equipment and to determine if the material proposed will fit within the allotted space. It shall be the Contractor's responsibility to provide equipment that will fit within the allotted space.

1.06 COORDINATION WITH UTILITY COMPANIES AND OTHER TRADES:

During bidding and construction, Contractor shall coordinate his work with utilities, and other trades to avoid omissions and overlapping of responsibilities.

1.07 CODES, REGULATIONS AND STANDARD SPECIFICATIONS:

- A. Work shall conform to latest edition of National Electrical Code.
- B. Applicable rules, standards and specifications of following associations shall apply to materials and workmanship:

American National Standards Institute (ANSI)
National Board of Fire Underwriters (NBFU)
National Electrical Manufacturer's Association (NEMA)
National Fire Protection Association (NFPA)
Underwriters' Laboratories, Inc. (UL)

PART 2 - PRODUCTS

2.01 MATERIALS:

All materials shall be new, except as specifically noted, and shall bear the label of UL whenever standards have been established and label service is normally and regularly furnished by the agency.

- A. Surge Protective Device (SPD): Provide an SPD where indicated on the drawings. Each SPD shall be bus connected for parallel operation, rated for, 3-phase, 4-wire systems, and have a minimum surge rating of 120kA per phase. The SPD shall be UL 1449 and UL 1283 Listed (latest editions). Each SPD shall have an audible alarm with silence switch, an alarm indicator light, and indicator lights for line-to-neutral, line-to-ground, and neutral-to-ground monitoring. Eaton, Square D, ABB, Siemens or approved substitute.

1. Electrical Requirements

- a. Unit Operating Voltage – Refer to drawings for operating voltage and unit configuration.
- b. Maximum Continuous Operating Voltage (MCOV) – The MCOV shall not be less than 115% of the nominal system operating voltage.
- c. The suppression system shall incorporate thermally protected metal-oxide varistors (MOVs) as the core surge suppression component for the service entrance and all other distribution levels. Each thermally protected MOV shall have an end of life indicator and the suppression system shall be continuously self-monitoring. End of life mode to be open circuit. Unit with end of life short-circuit mode are not acceptable. The system shall not utilize silicon avalanche diodes, selenium cells, air gaps, or other components that may crowbar the system voltage leading to system upset or create any environmental hazards. End of life

mode to be open circuit. Unit with end of life short-circuit mode are not acceptable

- d. Unit shall operate without the need for an external overcurrent protection device (OCPD), and be listed by UL as such. Unit must not require external OCPD or replaceable internal OCPD for the UL Listing.
- e. Protection Modes – The SPD must protect all modes of the electrical system being utilized. The required protection modes are indicated by bullets in the following table:

Configuration	Protection Modes			
	L-N	L-G	L-L	N-G
Wye	•	•	•	•
Delta	N/A	•	•	N/A
Single Split Phase	•	•	•	•
High Leg Delta	•	•	•	•

- f. Nominal Discharge Current (In) – All SPDs applied to the distribution system shall have a 20kA In rating regardless of their SPD Type (includes Types 1 and 2) or operating voltage. SPDs having an In less than 20kA shall be rejected.
- g. ANSI/UL 1449 4th Edition or later Voltage Protection Rating (VPR) – The maximum ANSI/UL 1449 4th Edition or later VPR for the device shall not exceed the following:

Modes	208Y/120	480Y/277	600Y/347
L-N; L-G; N-G	700	1200	1500
L-L	1200	2000	3000

2. SPD Design

- a. Balanced Suppression Platform – The surge current shall be equally distributed to all MOV components to ensure equal stressing and maximum performance. The surge suppression platform must provide equal impedance paths to each matched MOV. Designs incorporating replaceable single-mode modules shall not be accepted.
- b. SPDs containing items such as single-mode replaceable modules, replaceable fuses, or replaceable batteries shall not be accepted. SPDs requiring user intervention to test the unit via a diagnostic test kit or similar device shall not be accepted. Each thermally protected MOV shall have an end of life indicator and the suppression system shall be continuously self-monitoring.
- c. Units with removable covers or doors shall be equipped with internal safety barriers having lockout provisions to prevent contact with energized components.
- d. Electrical Noise Filter – Each Type 2 unit shall include a high-performance EMI/RFI noise rejection filter. Noise attenuation for electric line noise shall be (Engineer to select one, 50 dB or 40 dB) minimum from 10 kHz to 100 MHz using the MIL-STD-220A insertion loss test method. Products unable to meet this specification shall not be accepted.

- e. Type 2 units with filtering shall be co-listed to UL 1283 5th Edition or later.
- f. Type 1 units shall not contain filtering nor can they have a UL 1283 5th Edition Listing.
- g. Internal Connections – No plug-in single-mode modules or printed circuit boards shall be used as surge current conductors. All internal components shall be soldered, hardwired with connections utilizing low impedance conductors.
- h. Monitoring Diagnostics – Each SPD shall provide the following integral monitoring options:
 - (1) Protection Status Indicators - Each unit shall have a green / red solid-state indicator light that reports the status of the protection on each phase.
 - (a) For wye configured units, the indicator lights must report the status of all protection elements and circuitry in the L-N and L-G modes. Wye configured units shall also contain solid-state indicator lights that report the status of the protection elements and circuitry in the N-G mode. SPDs that indicate only the status of the L-N and L-G modes shall not be accepted.
 - (b) For delta configured units, the indicator lights must report the status of all protection elements and circuitry in the L-G and L-L modes.
 - (c) The absence of a green light and the presence of a red/yellow light shall indicate that damage has occurred on the respective phase or mode. All protection status indicators must indicate the actual status of the protection on each phase or mode. If power is removed from any one phase, the indicator lights must continue to indicate the status of the protection on all other phases and protection modes. Diagnostics packages that simply indicate whether power is present on a particular phase shall not be accepted.
 - (2) Remote Status Monitor (where indicated on drawings) – The SPD must include Form C dry contacts (one NO and one NC) for remote annunciation of its status. Both the NO and NC contacts shall change state under any fault condition.
 - (3) Audible Alarm and Silence Button – The SPD shall contain an audible alarm that will be activated under any fault condition. There shall also be an audible alarm silence button used to silence the audible alarm after it has been activated.
 - (4) Surge Counter (where indicated on drawings) – The SPD shall be equipped with an LCD display that indicates to the user how many surges have occurred at the location. The surge counter shall trigger each time a surge event with a peak current magnitude of a minimum of $50 \pm 20A$ occurs. A reset pushbutton shall also be standard, allowing the surge counter to be zeroed. The reset button shall contain a mechanism to prevent accidental resetting of the counter via a single, short-duration button press. In order to prevent accidental resetting, the surge counter reset button

shall be depressed for a minimum of 2 seconds in order to clear the surge count total.

- (a) The ongoing surge count shall be stored in non-volatile memory. If power to the SPD is completely interrupted, the ongoing count indicated on the surge counter's display prior to the interruption shall be stored in non-volatile memory and displayed after power is restored. The surge counter's memory shall not require a backup battery in order to achieve this functionality.
- (5) Advanced Monitoring Display (AMD) (where indicated on drawings) - The SPD shall be equipped with an LCD display that indicates to the user the quantity and magnitude of surges that have occurred on each phase.
 - (a) AMD shall display remaining surge protection levels as a percentage with 0% = unprotected, 1-99% = partially protected, 100% = fully protected.
 - (b) In addition to the green/red monitoring solid-state indicator LED (reference 2.E.a) the LED shall include a yellow status to indicate the unit as partially protected
 - (c) AMD shall provide a surge counter for each phase with three categories as defined by IEEE standards (C62.41) as follows:
 - Low Level surge (IEEE Category A)
 - Medium Level surge (IEEE Category B)
 - High Level surge (IEEE Category C)
 - (d) AMD shall provide local access to the following information and data: Surge counts for each phase and per category, total surge counts, event logs with time & date stamps (last 20 events of each category per phase), SPD Protection Level percentage, alarm status, device catalog number, style number, serial number, date code, firmware version, PCB serial number, device name, IP address, ethernet MAC address, and customer support contact information.
 - (e) User shall be capable of inputting the following info into the AMD: set date and time, set device name, change password, clear surge counts & event logs, edit MODBUS status, Edit IP Address, Edit Subnet Mask, and Edit Gateway.
 - (f) User shall be capable of testing the display
 - (g) The AMD option shall provide a RJ45 ethernet connection port on the surge device, which shall provide a means for secure firmware updates to the SPD.
 - (h) Time and date stamped events to be capable of being downloaded through a RJ45 ethernet connection port.
- (6) Remote Monitoring (optional with AMD) – The SPD shall be capable of Ethernet communications via Modbus/TCP and BACnet protocols and contain an onboard webpage which complies with UL 2900 standards.

- (a) BACnet and Modbus/TCP shall be user configurable with access to the following registers:

Remaining surge protection levels as a percentage with 0% = unprotected, 1-99% = partially protected, 100% = fully protected

LED status for each indicator color (red/yellow/green)

Surge counter for each phase with three categories defined using the resultant current from IEEE waveforms (C62.41.2) as follows: Low Level surge (IEEE Category A), Medium Level surge (IEEE Category B), High Level surge (IEEE Category C)

Access to the following information and data: Surge counts for each phase and per category, total surge counts, event logs with time & date stamps (last 2000 low, 1500 medium, and 1000 high events on each phase), SPD Protection Level percentage, alarm status, device catalog number, style number, serial number, date code, firmware version, PCB serial number, device name, IP address, ethernet MAC address, and customer support contact information.

User shall be capable of remotely inputting the following information: set date and time, set device name, change password, clear surge counts & event logs, change sensitivity settings, edit MODBUS status, edit IP Address, edit Subnet Mask, and edit Gateway.

- (b) BACnet and Modbus/TCP shall be user configurable with access to the following registers:

The onboard webpage shall provide a pre-configured user interface with access to the following information:

Remaining surge protection levels as a percentage with 0% = unprotected, 1-99% = partially protected, 100% = fully protected

LED status for each indicator color (red/yellow/green)

Surge counter for each phase with three categories defined using the resultant current from IEEE waveforms (C62.41.2) as follows: Low Level surge (IEEE Category A), Medium Level surge (IEEE Category B), High Level surge (IEEE Category C)

Access to the following information and data: Surge counts for each phase and per category, total surge counts, event logs with time & date stamps (last 2000 low, 1500 medium, and 1000 high events on each phase), SPD Protection Level percentage, alarm status, device catalog number, style number, serial

number, date code, firmware version, PCB serial number, device name, IP address, ethernet MAC address, and customer support contact information. User shall be capable of remotely inputting the following information: set date and time, set device name, change password, clear surge counts & event logs, edit MODBUS status, edit IP Address, edit Subnet Mask, and edit Gateway.

i. Thermal MOV Protection

The unit shall contain thermally protected MOVs. These self-protected MOVs shall have a thermal protection element integrated with the MOV and a mechanical disconnect with arc quenching capabilities in order to achieve overcurrent protection of the MOV. The thermal protection assembly shall disconnect the MOV(s) from the system in a fail-safe manner should a condition occur that would cause them to enter a thermal runaway condition. Each thermally protected MOV shall have an end of life indicator and the suppression system shall be continuously self-monitoring.

j. Overcurrent Protection

The unit shall not require external overcurrent protection as part of the UL 1449 listing. Local electrical code may require overcurrent protection of the conductors connecting the SPD to the system. OCPD shall be sized based on local electrical code requirements.

k. Fully Integrated Component Design – All of the SPD's components and diagnostics shall be contained within one discrete assembly. The use of plug in single-mode modules that must be ganged together in order to achieve higher surge current ratings or other functionality shall not be accepted.

l. Safety Requirements

- (1) The SPD shall minimize potential arc flash hazards by containing no single-mode plug in user serviceable / replaceable parts and shall not require periodic maintenance. SPDs containing items such as replaceable single-mode plug in modules, replaceable fuses, or replaceable batteries shall not be accepted. SPDs requiring user intervention to test the unit via a diagnostic test kit or similar device can pose a safety hazard and shall not be accepted.
- (2) SPDs designed to interface with the electrical assembly via conductors shall require no user contact with the inside of the unit or shall have barriers that block access to harmful voltages. Lockout provisions, capable of accepting a padlock, shall be provided on units with a disconnecting internal breaker if applicable. Units without barriers or lockout provisions shall be factory sealed to reduce exposure to harmful voltages. Factory sealed units shall have installed phase, neutral, ground and remote status contact conductors and shall have a pigtail set of

conductors protruding outside of the enclosure for field installation.

A. Power Line Conditioners

This specification covers the electrical aspects for an AC Power Line Conditioner that shall provide clean regulated power to computers and other sensitive electronic equipment. The system shall consist of an all copper, multiple tapped, triple shielded isolation transformer. The transformer shall have a low impedance value to minimize voltage distortion. The system shall contain independently controlled inverse parallel electronic switches for each of the 7 taps per phase to provide tight voltage regulation. Linear devices shall be used for line synchronization to prevent phase shift errors normally associated with simple CT zero current crossing acquisition. The system shall be microprocessor controlled.

1. Standards:

All units shall be manufactured in accordance with the most recent editions of the following codes and standards:

- Institute of Electrical and Electronic Engineers (IEEE C57.12.91, - IEEE C62.41 - 1991 and IEEE 519-1992)
- National Fire Protection Association (NFPA) 70,
- National Electric Code (NEC) American National Standards Institute (ANSI C57.110)
- Federal Information Processing Standards Publication 94 (FIBA Pub 94)
- FCC Class A Limits, 47 C.F.R. Part 15, Subparts A, B
- CSA to standard C22.2, No. 107.1-01
- NEMA PE 1, NEMA 250
- ISO 9001:2008
- Occupational Safety & Health Administration (OSHA)
- Underwriters Laboratory (UL 1012, 1449, 506, 1561)

2. ENVIRONMENT

- a. TEMPERATURE: The system shall be required to operate without overheating in an ambient temperature range of -10° C to +40° C.
- b. HUMIDITY: Relative humidity of 0 to 95% non-condensing.
- c. ALTITUDE: Sea level to 5000 feet above sea level.
- d. AUDIBLE NOISE: Maximum allowable noise level shall not exceed 55dB when measured at 1 meter from the unit.

3. ELECTRICAL CHARACTERISTICS

a. INPUT POWER

The nominal AC input voltage rating of the system shall be as specified on drawings, 60 Hertz;

A molded case, manually operated, thermal magnetic, input circuit breaker (including input terminals) shall be provided.

A grounding terminal shall be provided for one parity sized

grounding conductor.

b. OUTPUT POWER

The AC Power Line Conditioner continuous duty output power rating as specified on drawings.

The output voltage of the system shall be as specified on drawings, 60 Hertz;

A newly derived neutral conductor shall be effectively bonded to the cabinet enclosure and a grounding terminal so that the isolated and conditioned output can be effectively referenced (grounded).

c. PERFORMANCE SPECIFICATIONS

Line Voltage Regulation - The AC power line conditioner shall provide an output voltage within $\pm 3\%$ of nominal when the input voltage is between $+10\%$, -23% of nominal. Optional extended range for intermittent duty shall provide an output voltage within $\pm 5.5\%$ of nominal when the input voltage is between $+10\%$, -40% of nominal.

Response Time - Response time shall be 1/2 cycle or less.

Correction Time - The output voltage shall be corrected within 1 cycle.

Circuitry - The regulator circuitry shall analyze the average voltage value of the AC power source to determine the correct tap. A voltage source containing harmonics or a voltage waveform THD of $<10\%$ shall not effect output regulation parameters.

Output Impedance - The output impedance shall be typically 3% .

Load Regulation - The output shall be maintained to within $\pm 2\frac{1}{2}\%$ from no load to full load.

Operating Frequency shall be 60 Hertz ± 3 Hertz

Harmonic Distortion - Less than 1% THD shall be added to the output waveform under any dynamic linear loading conditions presented to the PLC.

Turn-On Characteristics - When energized the voltage overshoot shall be 5% or less of the nominal voltage for 1 cycle or less.

Overload Rating - The overload rating for the power conditioner shall be no less than 200% for ten seconds and 1000% for one cycle.

Noise Attenuation - Common mode noise attenuation shall be 140 dB or greater. Transverse mode noise attenuation shall be

3 dB down at 1000 Hertz and 40 dB down per decade to below 50 dB with a resistive load.

Efficiency - The AC Line Conditioner shall have an efficiency of 97% or greater.

d. MAIN TRANSFORMER

BASIC CONSTRUCTION: The transformer windings shall be of all copper conductor construction with separate primary and secondary isolated windings.

MAGNETICS: Grain oriented, M6 grade, stress relieved, silicon transformer steel shall be utilized for minimum losses and to provide maximum efficiency. Flux density shall not exceed 15 k gauss.

INSULATION: 200° C Class N insulation shall be utilized throughout.

SHIELDING: The transformer shall have at least 3 copper shields to minimize inner winding capacitance, transients and noise coupling between primary and secondary windings.

COOLING: The transformer shall be designed for natural convection cooling.

TEMPERATURE RISE: The temperature rise of the transformer shall be no greater than 115° C

e. MAIN INPUT BREAKER

A main input, molded case, thermal magnetic circuit breaker rated at 125% of the full load input current shall be furnished as an integral part of the unit.

f. BY-PASS SWITCH

A rotary bypass switch shall be as an integral component, which will bypass the regulator portion of the Power Conditioner. The regulator can be either on line or bypassed with one turn of the switch. When in the bypass mode, the shielded isolation transformer shall remain on-line to provide clean, isolated, spike-free power.

g. MONITORING

ALERT LIGHT: An indicator light shall be provided to indicate that the output has been disabled by one of the following conditions:

Transformer over-temperature
SCR thermal overload

PHASE INDICATOR LIGHTS: 3 color-coded indicator lights, one for each phase, shall be illuminated when normal output power is present on each phase. In the event that output power is lost on one or more of the phases, the corresponding light will shut off for that phase.

h. CABINET

TERMINATION: Termination shall be rear access with input and output connections made of copper stand off bus for units above 150kVA. For units 150kVA and below, termination shall be of the terminal strip type.

VENTILATION: Ventilation shall originate from the bottom of the cabinet and exhaust at the rear of the cabinet for units 150kVA and below. For units 225kVA and above, ventilation shall originate from the bottom of the cabinet and exhaust at the top.

ACCESSIBILITY: The cabinet shall be constructed with screwed on panels on the sides of the unit for ease of access.

i. CONTROLS

The control portion of the cabinet containing the circuit boards and connection to the semi-conductor devices shall be separate from the transformer and input / output termination.

4. Eaton Power-Sure 700 of equal

- B. Large junction boxes and wireways: For dry interior locations, boxes and wireways shall be fabricated from NEC gauge galvanized steel with matching screw-on type cover, field punch knockouts, NEMA 1, painted, code gauge steel. For exterior locations, boxes shall be NEMA 4X, 316 stainless steel with matching gasketed cover and threaded hubs for conduit connection unless otherwise noted on the drawings or in this specification. All outlet and junction boxes shall be sized in accordance with NEC 314.28. All screws shall be stainless steel.

C. Raceways:

1. Galvanized rigid steel (GRS), electrical metallic tubing (EMT), 3/4" minimum diameter. Metallic tubing and conduits shall be zinc-coated and conduits shall be hot-dip galvanized.
2. Non-Metallic Conduit shall be high impact polyvinyl chloride (PVC), Schedule 40. Tensile strength 6000 psi minimum and compressing strength shall be 9000 psi minimum
3. Reinforced Thermosetting Resin Conduit (RTRC): Fiberglass reinforced epoxy, E-type glass, epoxy with no fillers, impact resistant, with integral bell spigot, 0.07" nominal thickness. Provide supports and expansion joints per NEC and as recommended by manufacturer, and shall be manufactured with same resin, hardener, and glass systems as conduits. Provide elbows, box connectors, and accessories as required to provide a complete raceways system. UL

Listed for above ground and below grade, minimum heat distortion per ASTM D 648, joint pull resistance per ASTM D 2105, water-tight per UL 1684, ISO 9001:2008 certified, Champion Fiberglass Type MW or approved substitute.

4. Flexible Conduit: Zinc-coated inside and outside, fully interlocked; for wet or moist areas - liquid-tight with factory fittings.
5. Aluminum conduits shall not be used

D. Wires and Cables:

1. Electrical Conductors: Conductors shall be copper, No. 12 AWG minimum; No. 10 AWG and smaller, solid and round; No. 8 AWG and larger, 7 or 19 strands concentric. For interior locations conductors shall be type THHN/THWN. For exterior locations, conductor shall be type RHW-USE. For 1000V cables, conductors shall be type XHHW-2
2. Low Voltage Cables:
 - a. 4-pair, 24 AWG, Category 6, plenum rated EIA/TIA-586B compliant UTP cabling.
 - b. RS-485, plenum rated TIA/EIA-485-A compliant cabling.
 - c. Cabling shall be OSDP compliant.

- E. Ground Rod: Rod shall be of copper clad steel conforming to UL 250 not less than 3/4-inch in diameter by 10 feet in length. Sectional type driven fully into the earth.
- F. Nameplates: Laminated nameplates shall be provided for panelboards and circuit breaker enclosures. Nameplate shall be 1/8-inch thick melamine plastic, black and white center core. Size of nameplate shall be 1-inch by 2-1/2-inches minimum. Lettering shall be 1/4-inch high block lettering. Equipment designations shall be as indicated on the drawings.
- G. Hardware, Supports, Backing, Etc.: All hardware, supports, backing and other accessories necessary to install electrical equipment shall be provided. Wood materials shall be "wolmanized" treated against termites, iron or steel materials shall be galvanized for corrosion protection, and non-ferrous materials shall be brass or bronze.

PART 3 - EXECUTION

3.01 GENERAL:

- A. Rules and Permit: The entire installation shall be made in strict accordance with the latest rules and regulations of the NBFU, the currently adopted edition of the National Electrical Code and the local Electrical Bureau. The Contractor shall obtain and pay for the electrical permit as required by local laws and rules. All work shall be inspected by the proper local authorities as it progresses. The Contractor shall pay all inspection fees and shall

deliver certificates of completion and inspection to the Officer-in-Charge before final payment will be made. Costs of permits and inspection fees shall be included in the Contractor's offer price.

- B. Construction Methods: Construction shall conform to construction practices as recommended by the American Electricians Handbook by Croft (latest edition), Edison Electric Institute, National Electrical Code, National Electrical Safety Code and applicable instructions of manufacturers of equipment and material supplied for this project.
- C. Materials and Workmanship: All labor and materials of every kind shall be subject to the approval of the Officer-in-Charge, who shall be afforded every facility for ascertaining the competence of such labor and examining such materials as he may deem necessary. Concealed work shall be reopened at random as directed during formal inspections by the Officer-in-Charge. Materials shall be new and shall bear the inspection label of the UL, Inc. Brand names and catalog numbers used in this specification indicate the standards of design and quality required. Substitution of other brands or catalog numbers shall conform to the requirements in the offer documents.
- D. Record Drawings: The Contractor shall maintain an accurate and adequate record of each change as it occurs, regardless of how ordered.
- E. Plans and Specification: This specification is intended to cover all labor, materials and standards of workmanship to be employed in the work indicated on the plans and called for in the specification or reasonably implied therein. The plans and specification supplement one another. Any part of the work mentioned in one and not represented in the other, shall be done the same as if it has been mentioned in both. The Contractor shall not make alterations in the drawings and specification.
- F. Discrepancies and Interpretations:
 - 1. Should the Contractor find any discrepancies in or omissions from any of the documents or be in doubt as to their meaning, he shall advise the Officer-in-Charge who will issue any necessary clarification within a time period which does not disrupt the progress of the work.
 - 2. All interpretation and supplemental instructions will be in the form of a written amendment to the Contract Documents.
 - 3. Should any discrepancy arise from the failure of the Contractor to notify the Officer-in-Charge, the higher quality or larger quantity of item shall prevail. The Officer-in-Charge shall make the final interpretation and judgment.
 - 4. In the event of a discrepancy between small scale drawings and large scale details, or between drawings and specification, on which is in violation of any regulations, ordinances, laws or codes, the discrepancy, if known by the Contractor, shall be immediately brought to the attention of the Officer-in-Charge for a decision before proceeding with the particular work involved. Work carried out disregarding these

instructions will be subject to removal and replacement at the Contractor's expense.

- G. Symbols: The standard electrical symbols together with the special symbols, notes and instructions shown on the drawings indicate the work and outlets required and are all to be included as a part of this specification.
- H. Coordination: This specification is accompanied by floor plans of the buildings, sections and elevations, and site plans indicating locations of all outlets, switch controls, service runs, and other electrical apparatus. These locations are approximate and, before installing, the Contractor shall study the adjacent architectural details and actually make the installation in the most logical manner. Any outlet may be relocated within ten feet before installation at the direction of the Officer-in-Charge. The circuit routing is typical only and may be varied in any logical manner.
- I. Electrical Service Outages: The Contractor shall coordinate all power outages with the Officer-in-Charge. Power outages will be scheduled per the requirements specified in SECTION 01100 – PROJECT REQUIREMENTS. A written request to interrupt electrical service shall be submitted to the Officer-in-Charge a minimum of three (3) weeks in advance for approval.

3.02 INSTALLATION

A. Grounding:

1. All services, metallic enclosures, raceways, and electrical equipment shall be grounded according to requirements of NEC Article 250. At building, 5/8 inch x 8 feet copper ground rods, Copperweld Steel Company, shall be driven with top 12 inches below finished grade and shall be connected together with bare copper wire buried 12 inches below finished grade to obtain a ground of 25 ohms or less as measured by three point pot. method with an electric ground megger. Connect ground to nearest cold water pipe and to building entrance equipment with bare copper. Final connection to equipment, raceways, grounding type receptacles and other metallic parts directly exposed to ungrounded electric conductors shall be No. 8 AWG minimum, copper, NEC type TW, green insulation. Use approved bonding terminal at panels.
2. All grounding wire runs within building shall be routed together with circuit conductors.
3. Bond and ground all feeder conduits to panelboard enclosures. Provide isolated ground wire from each isolated ground bus, in each panelboard, to the secondary neutral ground of each dry-type transformer serving the panelboards.

B. Wiring System:

1. GRC shall be utilized above finished ground floor where exposed in interior locations below 96 inches above finish floor, exposed in

locations under cover but not totally enclosed with walls, and exposed on the exterior of the building. GRC shall be supported off the finish floor with conduit support block.

2. EMT shall be utilized above finished ground floor where concealed in gypboard or plaster walls or ceilings and exposed in interior locations above 96 inches above finish floor. Provide UL approved grounding compression connectors and couplings. Set screw connectors and couplings will not be acceptable.
3. All wiring shall be installed in conduits except as noted.
4. Conduit system shall be continuous from outlet to outlet or fitting to fitting so that electrical continuity is obtained between all conduits of the system.
5. Conduits cut square and inner edges reamed. Butt together evenly within couplings.
6. Bends and offsets shall be made with hickey or conduit bending machine. Do not use vise or pipe tee. Bends shall be made so that interior cross-sectional areas will not be reduced. Radius of curve of inner edge of field bend shall not be less than ten times internal diameter of conduit.
7. Use of running threads not permitted. Where conduits cannot be joined by standard threaded couplings, approved water-tight conduit unions shall be used.
8. Cap conduits during construction with plastic or metal-capped bushings to prevent entrance of dirt or moisture. Swab all conduits and dry before installing wires. Provide seals on all conduits entering the building, or pad mounted equipment, where the conduit is connected to manholes, handholes, light poles, or other pad mounted equipment.
9. Conduit shall be mounted clear of other piping, valves or mechanical equipment.
10. Fish wires, cords, strings, chains or the like shall not be placed or inserted into the conduit system during installation. Insulating bushings and two (2) locknuts shall be installed on the end of every run of conduit at sheet metal enclosures and boxes.
11. Securely fasten conduit to outlet boxes and to structure support. Project adequate number of conduit threads through box for bushings. Anchorage for 1-1/2 inches and smaller conduit shall be made with two-hole galvanized conduit straps or clamps. 2-inch and larger conduits shall be anchored with galvanized wrought iron one-hole clamps or approved substitute fittings. All camps installed in exterior locations shall be type 316 stainless steel.

12. Exposed conduit shall be parallel with, or at right angles to, structural or architectural elements, and securely fastened in place with pipe straps with screws, or with approved beam clamps, or approved single or gang pipe hangers spaced not more than five feet apart, as conditions required. Vertical runs shall be supported at intervals not exceeding five feet approved clamp hangers. Where possible, conduits shall be routed along the edge of walls and ceiling to minimize wall space occupied by conduits.
13. Conduits passing through floor slabs and fire rated walls shall be fire proofed.
14. Provide expansion couplings for conduits passing through expansion joints.
15. Pullwire shall be installed in empty conduit. Pullwire shall be #12 AWG Type TW insulated wire or nylon pull line. Pullwires shall be tagged at conduit terminations to identify conduit use (i.e., power, fire alarm, etc.).
16. Low voltage cabling shall be installed in conduits, and/or using a J-Hook cable support system as indicated on the drawings.
17. All high voltage work shall be performed by qualified electricians certified to work on high voltage systems.

C. Conductors:

1. Mechanical means for pulling shall be torque-limiting type and not used for #2 AWG and smaller wires.
2. Pulling tension shall not exceed wire manufacturer's recommendations.
3. Where necessary, powdered soapstone may be used as a lubricant for drawing wires through conduit. No other means of lubricating will be allowed.
4. Form neatly in enclosures for minimum of crossovers. Tag all feeders.
5. Access control system cable shall be continuous from the field devices to the interface modules.
6. All cable terminations shall be clearly labeled. The labels shall include both source and designation terminal information.
7. Color code feeder, branch circuit, and grounding conductors. Color for grounding conductors shall be green. Color for neutral conductors shall be white except for where neutrals of more than system are installed in the same raceway or enclosure, the other neutral shall be white with a colored stripe (other than green). The color coding for three-phase and single-phase circuits shall be as follows:

- a. 480Y/277V, 3-phase, 4-wire: Brown (Phase-A)
Orange (Phase-B)
Yellow (Phase-C)
- b. 208Y/120V, 3-phase, 4-wire: Black (Phase-A)
Red (Phase-B)
Blue (Phase-C)

D. Splicing of Wire and Cable:

- 1. Wires shall be formed neatly in enclosures and boxes.
- 2. Splices made according to NEC Article 110.
- 3. Splices shall be reinsulated. Remove all sharp points that can pierce tape. Use rubber-resin adhesive, PVC backing, high resistance to UV rays, abrasion, Moisture, alkalis, acids, and corrosion. Tensile strength rating of 15 lbs. per inch (Minnesota Mining and Manufacturing Co. "Scotch" #33 tape or similar.) Splices in pull boxes shall be water-tight.

E. Boxes and Enclosures:

- 1. Provide outlet boxes in hollow tiles or concealed in other spaces with extensions or raised rings of such depth that metal will be flush with surrounding surfaces or openings.
- 2. Offset boxes, on opposite side of walls, by 6 inches to minimize noise transmission thru walls.
- 3. Boxes installed in 2 and 3 hour fire rated walls shall be fire proofed to maintain the integrity of the fire rated walls.
- 4. Boxes to be plumb and exactly flush.

F. Finishing:

- 1. All cutting that may be required for complete installation of the electrical work shall be carefully performed, and all patching shall be finished in first-class condition by the Contractor.
- 2. Close unused knockouts in boxes or enclosures with metal cap.
- 3. Wipe clean all exposed raceways and enclosures with rag and solvent. Unfinished raceways and enclosures shall be prime – painted and finished to blend into background. Nameplates shall not be covered. Factory finished enclosures shall not be painted.

G. Miscellaneous Details:

- 1. Cut, 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. Cutting, repairs and

refinishing subject to the approval of the Officer-in-Charge. Need for remedial work determined by the Officer-in-Charge as attributable to poor coordination and workmanship shall be cause for reconstruction to the satisfaction of the Officer-in-Charge.

2. Attachment of electrical equipment to wood by non-ferrous wood screws. Attachment to concrete by expansion anchors. Powder-charge-driven studs and anchors permitted only with prior approval.
3. Complete all panel circuit directories, using typewriter. Verify "room" and "use" designations before typing.
4. Prime and paint all exposed conduits.
5. All grounding wire within building run in rigid steel conduit, and where practicable, routed together with circuit conductors.
6. Furnish necessary test equipment and make all tests necessary to check for unspecified grounding, shorts and wrong connections. Correct faulty conditions, if any.
7. Label all panels and service equipment. Identification labeling shall be by competent craftsmen. Letters to be 1-1/2" high minimum, black paint. Dynamo labels are not acceptable. Panel label designation: "PANEL (Name) 480Y/277V (208Y/120V), 3-phase, 4WSN". Tag all empty conduits in terminal cabinets and boxes giving destination. Use fiber disc tags in bushing.
8. Revised panel circuit directories shall be typed.
9. Provide arc flash warning labels on all electrical equipment as required by 2020 NEC Article 110.16 and 2015 NFPA-70E 130.5. The contractor shall attain all information required for the calculations, perform the calculations, and provide the labels at no additional cost.

3.02 TRAINING:

- A. Provide three (3) complete printed operational manuals and electronic file in a format provided by the equipment manufacturer. Instructions shall be simplified to permit operation of the system by non-technical personnel.
- B. Engage a factory-authorized service representative to train staff (8 personnel) to adjust, operate and maintain the electric vehicle charging system.

3.03 TESTING AND INSPECTION:

- A. Engage a factory-authorized service representative to inspect all components, assemblies and equipment installations including connections, and to assist in testing.

- B. If the Officer-in-Charge discovers any errors, the Contractor, at his own expense, shall go over all similar portions of the entire job, taking the necessary or directed remedial action.
- C. The Contractor shall re-tape splices which have been bared for inspection. The Contractor shall test all portions of the electrical system furnished by him for proper operation and freedom from accidental grounds. All tests shall be subject to the approval of the Officer-in-Charge.
- D. After all work is completed, and prior to requesting the commissioning report specified in 1.03C, the Contractor shall conduct a final inspection, and pre-test all equipment and system features of the access control system. Wherever test or inspection reveals faulty equipment or installation, the Contractor shall take corrective action, at his own expense, repairing or replacing equipment or installation as directed.
- E. The Contractor shall conduct a complete inspection demonstrate functionality of the access control system upon completion of installation, documenting the results of all tests and providing these results to the Officer-In-Charge. Prior to final system acceptance, the Contractor shall perform complete system test to the reasonable satisfaction of the Officer-In-Charge.

END OF SECTION

HOAPILI HALE

POWER QUALITY SYSTEM IMPROVEMENTS

2145 MAIN STREET

WAILUKU, MAUI, HAWAII

TAX MAP KEY: 3-4-013:013

FOR THE JUDICIARY

BY THE

DEPARTMENT OF ACCOUNTING & GENERAL SERVICES

PUBLIC WORKS DIVISION

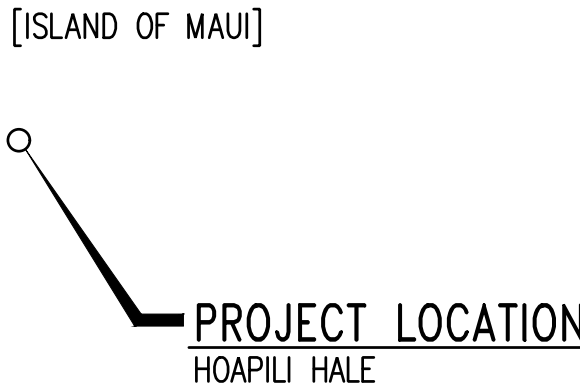
STATE OF HAWAII

DAGS JOB NO., _

PREPARED BY:

RONALD N.S. HO & ASSOCIATES, INC. - PRIME / ELECTRICAL ENGINEER

LOCATION MAP



ISLAND OF MAUI

VICINITY MAP



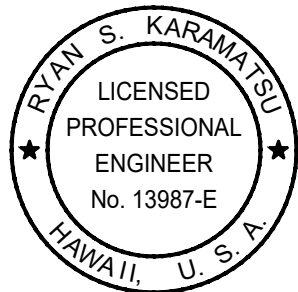
APPROVALS

APPROVED BY:

Brandon M. Kimura 4/20/26

[CONFIRM] _____ DATE _____

[CONFIRM] _____ DATE _____

REVISION NO.	SYM.	DESCRIPTION	SHT. OF	DATE	APPROVED; PUBLIC WORKS ADMINISTRATOR
			DEPT. OF ACCOUNTING & GENERAL SERVICES PUBLIC WORKS DIVISION STATE OF HAWAII HOAPILI HALE POWER QUALITY SYSTEM IMPROVEMENTS 2145 MAIN STREET, WAILUKU, HAWAII, 96793 TAX MAP KEY: 3-4-013:013 WAILUKU MAUI HAWAII TITLE SHEET		
RONALD N.S. HO & ASSOC., INC.			DAGS JOB NO.	DRAWING NO.	
DESIGNED BY: RK	CHECKED BY: RK		-	0001	
DRAWN BY: CAD	APPROVED BY: RK			SHEET	
4-30-26 EXP. DATE			SCALE: AS SHOWN	DATE	OF SHITS

INDEX OF DRAWINGS		
SHT NO.	DWG NO.	SHEET TITLE
1	0001	TITLE SHEET
2	0002	INDEX OF DRAWINGS AND PLOT PLAN
3	E101	ELECTRICAL SYMBOLS AND NOTES
4	E201	ELECTRICAL PLAN – PARKING LEVEL 1
5	E201	ELECTRICAL PLAN – PARKING LEVEL 2
6	E201	ELECTRICAL PLAN – PARKING LEVEL 3
7	E201	ELECTRICAL PLAN – 1ST FLOOR
8	E201	ELECTRICAL PLAN – 2ND FLOOR
9	E201	ELECTRICAL PLAN – 3RD FLOOR
10	E201	ELECTRICAL PLAN – 4TH FLOOR
11	E201	ELECTRICAL PLAN – ROOF
12	E301	ONE–LINE DIAGRAM 1
13	E302	ONE–LINE DIAGRAM 2

PROJECT DESCRIPTION:

INSTALLATION OF SURGE PROTECTION DEVICES ON THE ELECTRICAL SYSTEM.

INSTALLATION OF A POWER CONDITIONER ON THE 3RD ELEVATOR BANK.

REVISION OF ELECTRICAL CIRCUITING FOR GATE CONTROLS TO OPERATE DURING ELECTRICAL OUTAGES.

NO EXTERIOR WORK.



[CAD PLOT PLAN]

NORTH

1

0002

PLOT PLAN

SCALE: 1"=30'

REVISION NO.	SYM.	DESCRIPTION	SHT. OF	DATE	APPROVED; PUBLIC WORKS ADMINISTRATOR
		DEPT. OF ACCOUNTING & GENERAL SERVICES PUBLIC WORKS DIVISION STATE OF HAWAII HOAPILI HALE POWER QUALITY SYSTEM IMPROVEMENTS 2145 MAIN STREET, WAILUKU, HAWAII, 96793 TAX MAP KEY: 3-4-013:013 WAILUKU MAUI HAWAII			
		INDEX OF DRAWINGS AND PLOT PLAN			
RONALD N.S. HO & ASSOC., INC.		DACS JOB NO.	DRAWING NO.		
DESIGNED BY: RK	CHECKED BY: RK	—	0002		
DRAWN BY: CAD	APPROVED BY: RK				
4-30-26 EXP. DATE		SCALE: AS SHOWN	DATE	SHEET OF SHITS	

GENERAL CONSTRUCTION NOTES:

- VISIT SITE AND BECOME FAMILIAR WITH EXISTING CONDITIONS, AND EXTENT OF DEMOLITION AND NEW WORK PRIOR TO START OF WORK. RESOLVE ALL DISCREPANCIES AND QUESTIONS PRIOR TO THE START OF WORK.
- REPORT ANY DISCREPANCIES AND/OR DIFFERENCES IN DRAWINGS, IN RESPECT TO EXISTING CONDITIONS, TO THE CITY.
- RESOLVE ALL DISCREPANCIES AND QUESTIONS PRIOR TO THE START OF WORK. NO EXTRA PAYMENT SHALL BE ALLOWED ON ACCOUNT OF WORK MADE NECESSARY BY FAILURE TO VISIT THE SITE AND/OR FAILURE TO RESOLVE DISCREPANCIES AND QUESTIONS.
- MINIMIZE ALL OUTAGES. SCHEDULE AND OBTAIN APPROVALS, FOR ALL OUTAGES WITH THE OWNER. WORK WILL BE REQUIRED DURING OFF HOURS TO MINIMIZE OUTAGES.
- PATCH, GROUT, AND PAINT ALL OPENINGS EXPOSED BY REMOVAL WORK.
- CORE, PATCH, AND PAINT EXISTING FLOORS AND WALLS AS NECESSARY. PROVIDE FIRE PROOFING SEALS (FIRE STOPS) AT ALL CONDUIT PENETRATIONS IN FLOORS AND WALLS, TO MAINTAIN EXISTING FIRE RATING INTEGRITY OF FLOORS AND WALLS.
- MAINTAIN PORTIONS OF EXISTING FIRE ALARM SYSTEM IN COMPLETE OPERATING CONDITION DURING DEMOLITION AND CONSTRUCTION WORK PER UFC ARTICLE 87 "FIRE SAFETY DURING CONSTRUCTION, ALTERATION OR DEMOLITION OF A BUILDING".
- ALL WORK SHALL CONFORM TO THE LATEST ADOPTED BUILDING CODE.
- CONCEAL ALL RACEWAYS WHEREVER POSSIBLE. ROUTE EXPOSED CONDUITS, AND CONDUITS IN CEILING, AS HIGH AS POSSIBLE.
- MAINTAIN ELECTRICAL CONNECTIONS (POWER, SIGNAL, AND LIGHTING) TO UNAFFECTED AREAS.
- REMOVE ALL TEMPORARY LIGHTS, EQUIPMENT, DEVICES, CIRCUITING, ETC. AFTER TEMPORARY WORK IS NO LONGER REQUIRED.
- TEST ALL EQUIPMENT AND SYSTEMS, AND DEMONSTRATE SYSTEM OPERATION TO THE SATISFACTION OF THE CITY.
- PROVIDE EXPANSION COUPLINGS FOR RACEWAYS LARGER THAN 2" PASSING THROUGH EXPANSION JOINTS.
- PROVIDE SHOP DRAWINGS FOR APPROVAL BY THE ENGINEER.
- CONTRACTOR TO PAY FOR ALL PERMITS REQUIRED.
- CONTRACTOR SHALL PROVIDE PADLOCKS FOR ALL EQUIPMENT AND GATES KEYED PER CITY'S REQUIREMENTS.
- PROVIDE AS-BUILT DRAWINGS.

INTERIOR ELECTRICAL SYMBOLS

MEASURED FROM FINISHED FLOOR TO:			MOUNTING HEIGHT	SYMBOL	DESCRIPTION
TOP	CTR	BTM			
					ELECTRICAL EQUIPMENT, TYPE AS INDICATED
●			72"		ELECTRICAL PANELBOARD OR COMMUNICATION CABINET
					SURGE PROTECTION DEVICE
					ELECTRICAL EQUIPMENT CONNECTION
		●			JUNCTION BOX, 4"SQ MIN., WALL/CEILING MTD RESPECTIVELY.
		●			LARGE JUNCTION BOX, SIZE AS NOTED, WALL/CEILING MTD RESPECTIVELY.
					CONDUIT CONCEALED IN CEILING OR WALL, ALL OTHERS SIMILAR
					EXPOSED CONDUIT, ALL OTHERS SIMILAR
					CONDUIT CONCEALED BELOW FINISH FLOOR, IN NEW FLOOR TOPPING, ALL OTHERS SIMILAR
					LIQUID-TIGHT FLEXIBLE METAL CONDUIT AND WIRING
					POWER/LIGHTING CIRCUIT HOMERUN TO PANEL "2A", CIRCUITS 1, 3, 5 INDICATED, OTHERS INDICATED SIMILARLY
					COMM CONDUIT HOMERUN, 3/4"C W/PULLSTRING (TEL INDICATED, DATA SIMILAR)
					CONDUIT STUBOUT.
					PWR/LTG CONDUIT CONCEALED IN WALL OR CEILING, 3 WIRES AND 1 GROUND WIRE INDICATED. NO HASHMARKS DENOTES 2 WIRES AND 1 GROUND WIRE.
					CONDUIT RISER TURNED UP/DOWN RESPECTIVELY.
					NOTE INDICATOR, "NOTE NUMBER 1 REFERENCED", ALL OTHERS SIMILAR

ABBREVIATIONS

AFF	ABOVE FINISHED FLOOR	MTD	MOUNTED
	AMPERES	NO.	NUMBER
BTM	BOTTOM	OFCI	OWNER FURNISHED, CONTRACTOR INSTALLED
BKR	BREAKER	PSI	POUNDS PER SQUARE INCH
BKBD	BACKBOARD	PFB	PROVISIONS FOR FUTURE CIRCUIT BREAKER
CAB	CABINET		
CTR	CENTER	PNL	PANELBOARD
CKT	CIRCUIT	PWR	POWER
C	CONDUIT	SCH	SCHEDULE
D	DEEP	SQ	SQUARE
DIA	DIAMETER	STD	STANDARD
DWG	DRAWING	T	THICK
EQ	EQUAL	TYP	TYPICAL
GND	GROUND	V	VOLTS
HECO	HAWAIIAN ELECTRIC COMPANY	W	WIRE
KAIC	KILOAMPERES INTERRUPTING CAPACITY	WP	WEATHERPROOF
KVA	KILOVOLT AMPERES		
L	LENGTH/LONG		
LTG	LIGHTING		
MAX	MAXIMUM		
	MINIMUM		

ONE-LINE DIAGRAM SYMBOLS

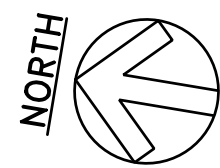
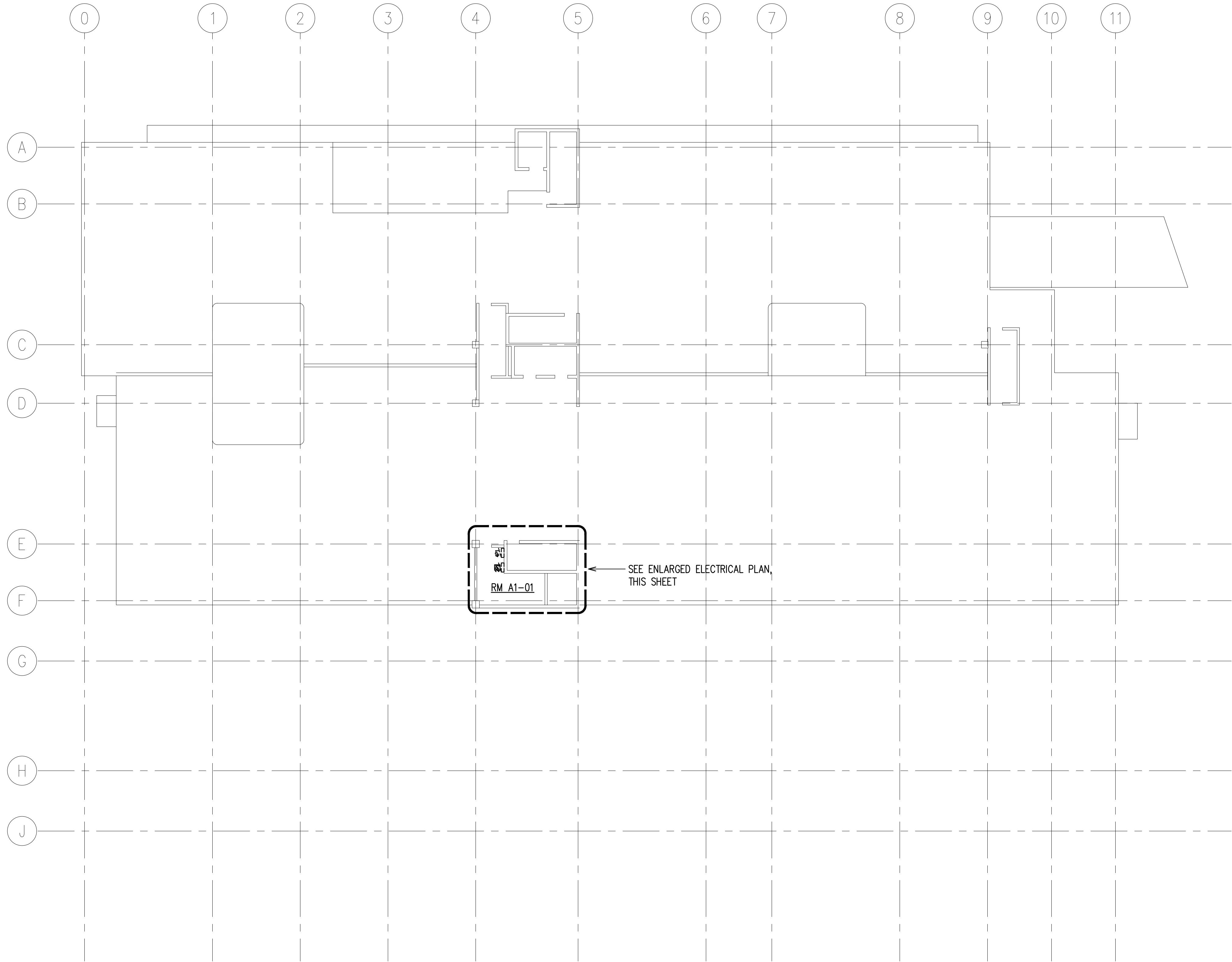
SYMBOL	DESCRIPTION
	GROUND
	GROUND BUS
	NEUTRAL BUS
	MOLDED CASE CIRCUIT BREAKER
	TRANSFORMER, TYPE AS INDICATED
	SURGE PROTECTION DEVICE
	GROUND FAULT INTERRUPTER
	ARCFILASH REDUCTION MAINTENANCE SWITCH
	SWITCH
	UTILITY METER SOCKET AND METER (METER BY UTILITY)
	POWER METER
	CURRENT TRANSFORMERS, ONE PER PHASE
	KIRKKEY
X	ITEMS WITH "X" THROUGH SYMBOL INDICATES REMOVAL/DEMOLITION OF THAT ITEM

SYMBOL NOTES:

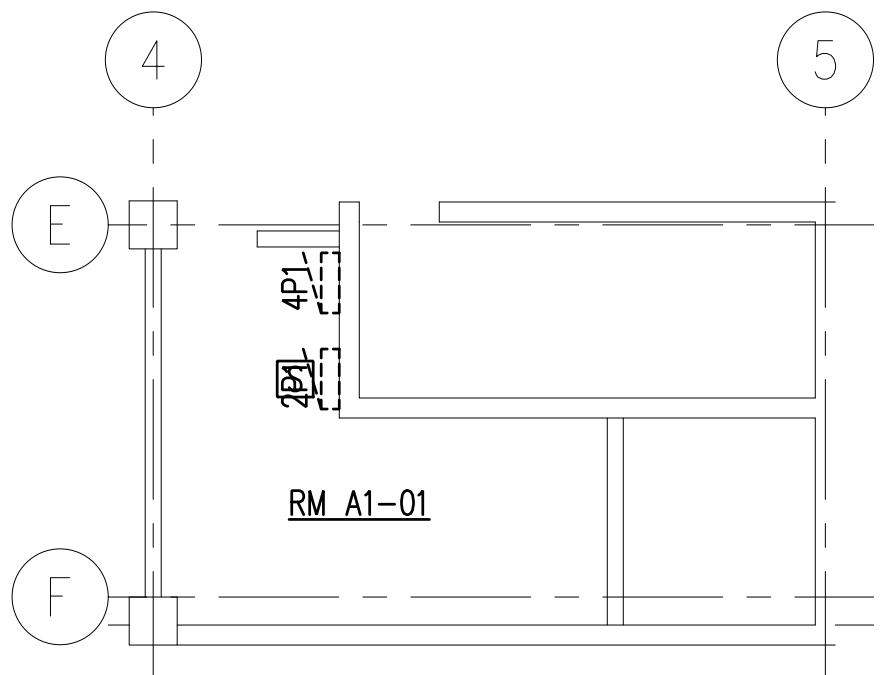
- HASH MARKS ON CONDUIT SYMBOL DENOTE NUMBER OF WIRES IN CONDUIT, NO HASH MARKS INDICATE 2 WIRES PLUS SEPARATE GROUND WIRE. GROUND WIRES NOT INDICATED IN WIRE COUNTS.
- CIRCUITING WITH AN "e" AND DASHED SYMBOLS INDICATE EXISTING ITEMS.
- ITEMS INDICATED WITH AN "X" ARE TO BE DEMOLISHED
- SPECIAL MOUNTING HEIGHTS AS INDICATED ON PLANS.

REVISION NO.	SYM.	DESCRIPTION	SHT. OF	DATE	APPROVED; PUBLIC WORKS ADMINISTRATOR
		DEPT. OF ACCOUNTING & GENERAL SERVICES PUBLIC WORKS DIVISION STATE OF HAWAII			
		HOAPILI HALE POWER QUALITY SYSTEM IMPROVEMENTS			
		2145 MAIN STREET, WAILUKU, HAWAII, 96793 TAX MAP KEY: 3-4-013:013 WAILUKU MAUI HAWAII			
		ELECTRICAL SYMBOLS AND NOTES			
		RONALD N.S. HO & ASSOC., INC.		DAGS JOB NO.	DRAWING NO.
DESIGNED BY: RK	CHECKED BY: RK	-		E101	
DRAWN BY: CAD	APPROVED BY: RK	DATE		SHEET	
4-30-26 EXP. DATE		SCALE: AS SHOWN		OF SHTS	

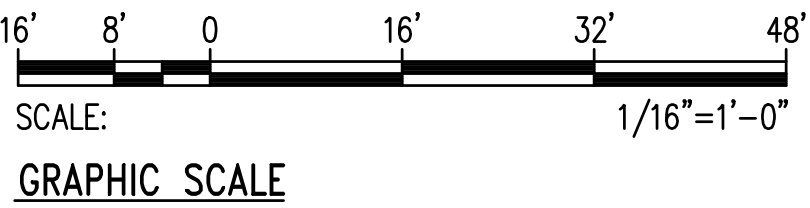
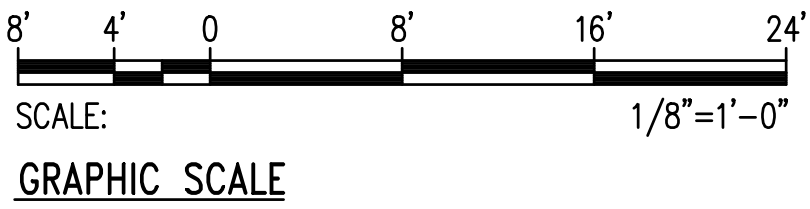
Z:\Acad\projects\224177B\E201_224177B_P3_Level.dwg



ELECTRICAL PLAN – PARKING LEVEL 1
SCALE: 1/16"=1'-0"

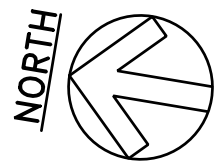
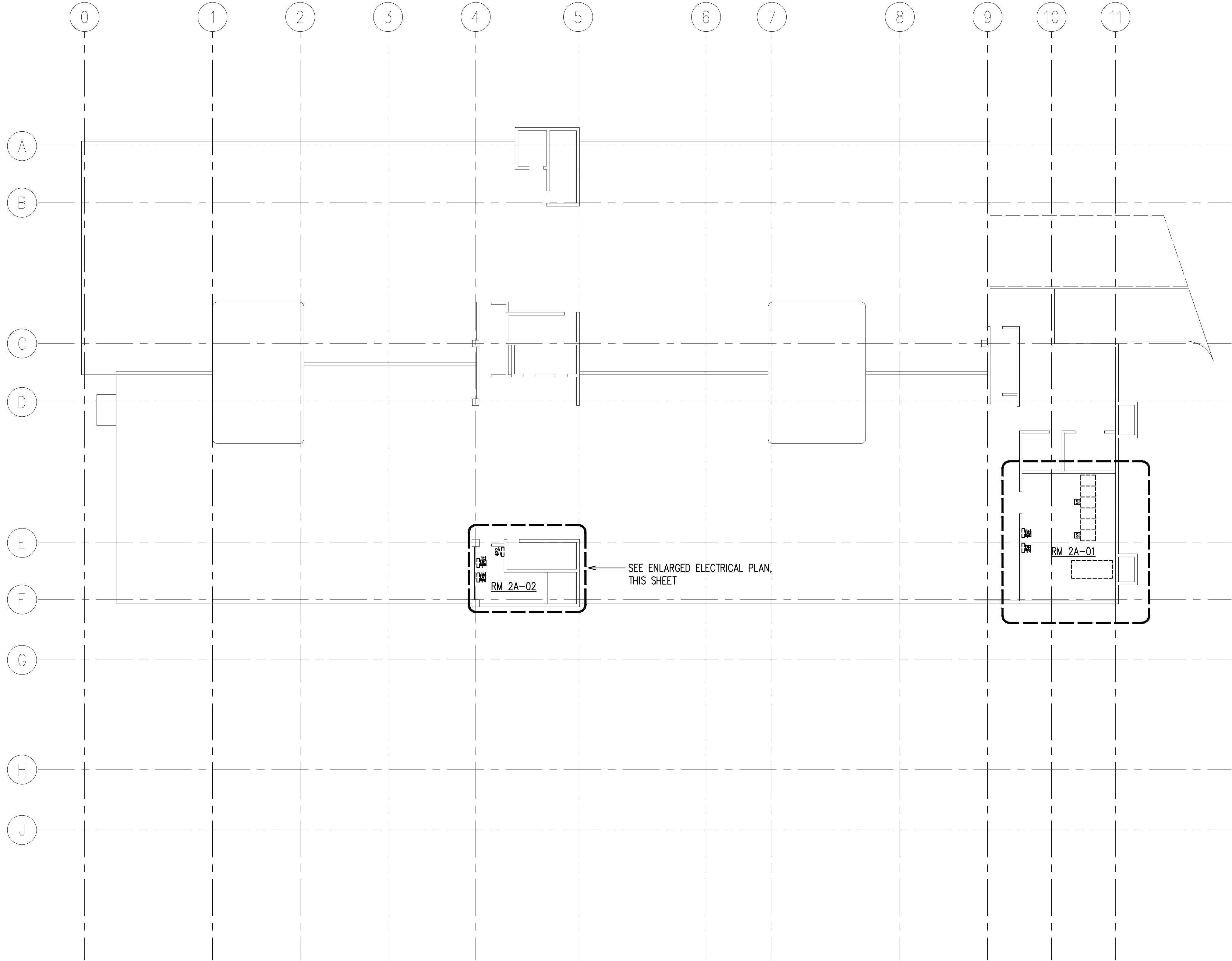


ENLARGED ELECTRICAL PLAN – RM 1A-01
SCALE: 1/8"=1'-0"

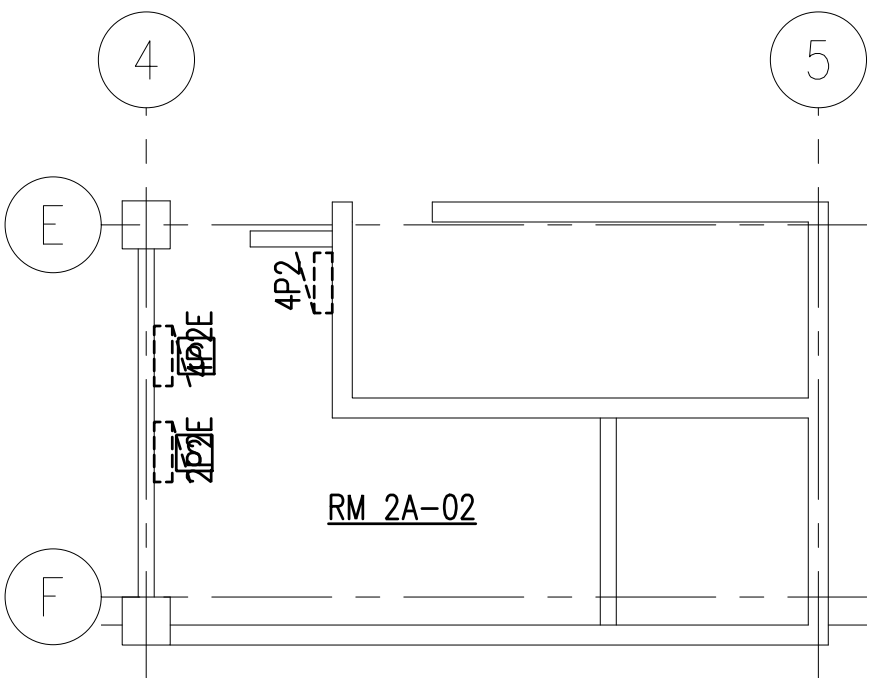
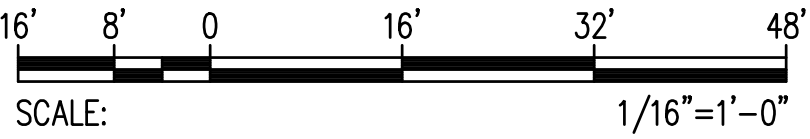
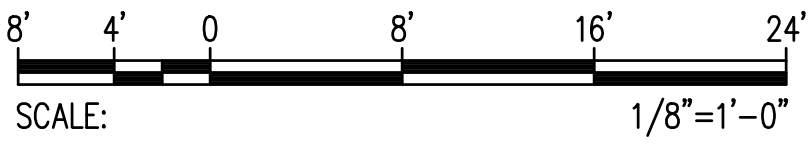


REVISION NO.	SYM.	DESCRIPTION	SHT. OF	DATE	APPROVED; PUBLIC WORKS ADMINISTRATOR
DEPT. OF ACCOUNTING & GENERAL SERVICES PUBLIC WORKS DIVISION STATE OF HAWAII					
HOAPILI HALE POWER QUALITY SYSTEM IMPROVEMENTS 2145 MAIN STREET, WAILUKU, HAWAII, 96793 WAILUKU TAX MAP KEY: 3-4-013:013 MAUI HAWAII					
ELECTRICAL PLAN - PARKING LEVEL 1					
RONALD N.S. HO & ASSOC., INC.			DAGS JOB NO.	DRAWING NO.	
DESIGNED BY: RK	CHECKED BY: RK		-	E201	
DRAWN BY: CAD	APPROVED BY: RK			SHEET	
4-30-26 EXP. DATE			SCALE: AS SHOWN	DATE	OF SHEETS

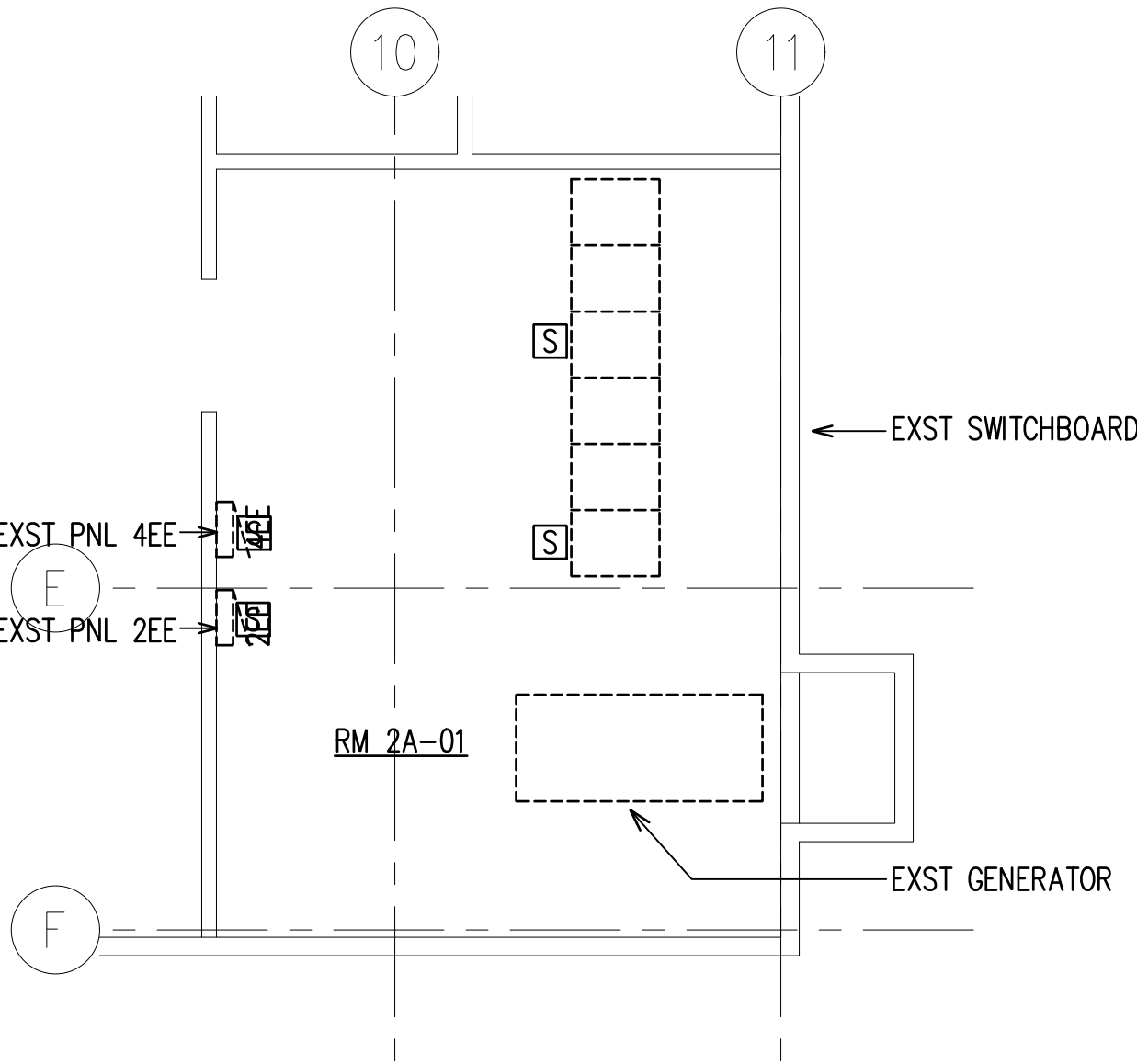
Z:\Acad\projects\224177B\E202_224177B_P2_Level.dwg



ELECTRICAL PLAN – PARKING LEVEL 2
SCALE: 1/16"=1'-0"



ENLARGED ELECTRICAL PLAN – RM 2A-02
SCALE: 1/8"=1'-0"

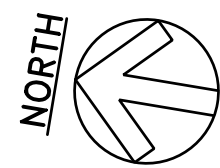
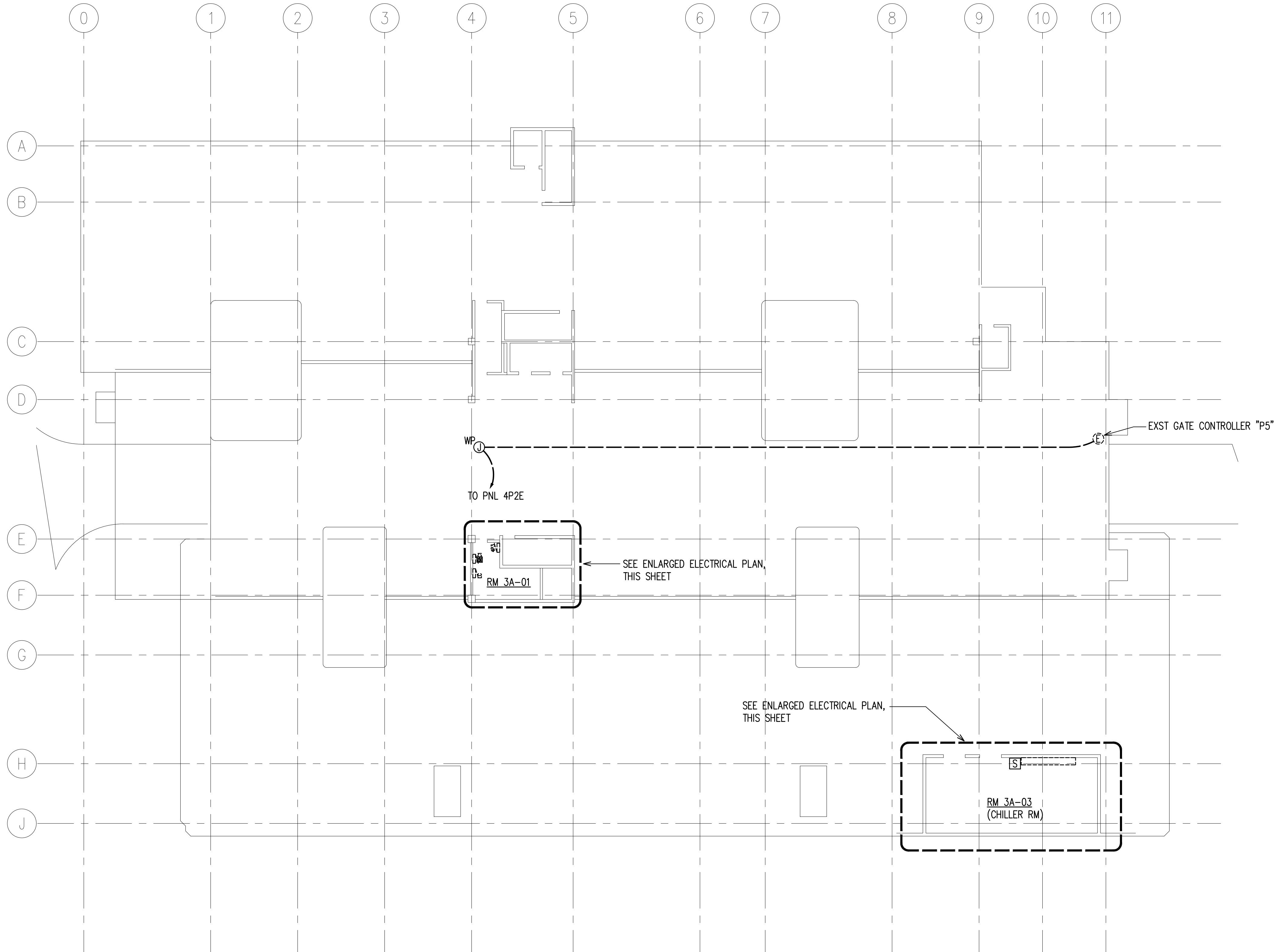


ENLARGED ELECTRICAL PLAN – RM 2A-01
SCALE: 1/8"=1'-0"

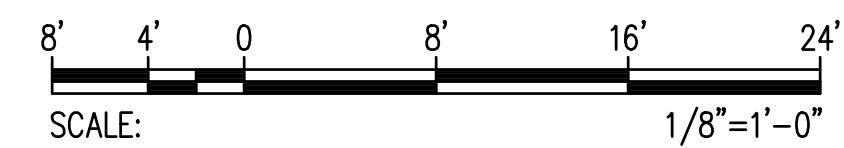
REVISION NO.	SYM.	DESCRIPTION	SHT. ____ OF ____	DATE	APPROVED; PUBLIC WORKS ADMINISTRATOR
DEPT. OF ACCOUNTING & GENERAL SERVICES PUBLIC WORKS DIVISION STATE OF HAWAII HOAPILI HALE POWER QUALITY SYSTEM IMPROVEMENTS 2145 MAIN STREET, WAILUKU, HAWAII, 96793 TAX MAP KEY: 3-4-013:013 WAILUKU MAUI HAWAII					
ELECTRICAL PLAN - PARKING LEVEL 2					
RONALD N.S. HO & ASSOC., INC.			DAGS JOB NO.	DRAWING NO.	
DESIGNED BY: RK		CHECKED BY: RK		— E202	
DRAWN BY: CAD		APPROVED BY: RK		DATE	SHEET
4-30-26 EXP. DATE		SCALE: AS SHOWN		OF	SHTS

FILE DRAWER FOLDER.....

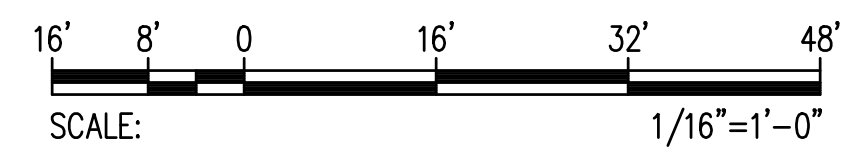
Z:\Acad\Projects\224177B\E203_224177B_P1_Level.dwg



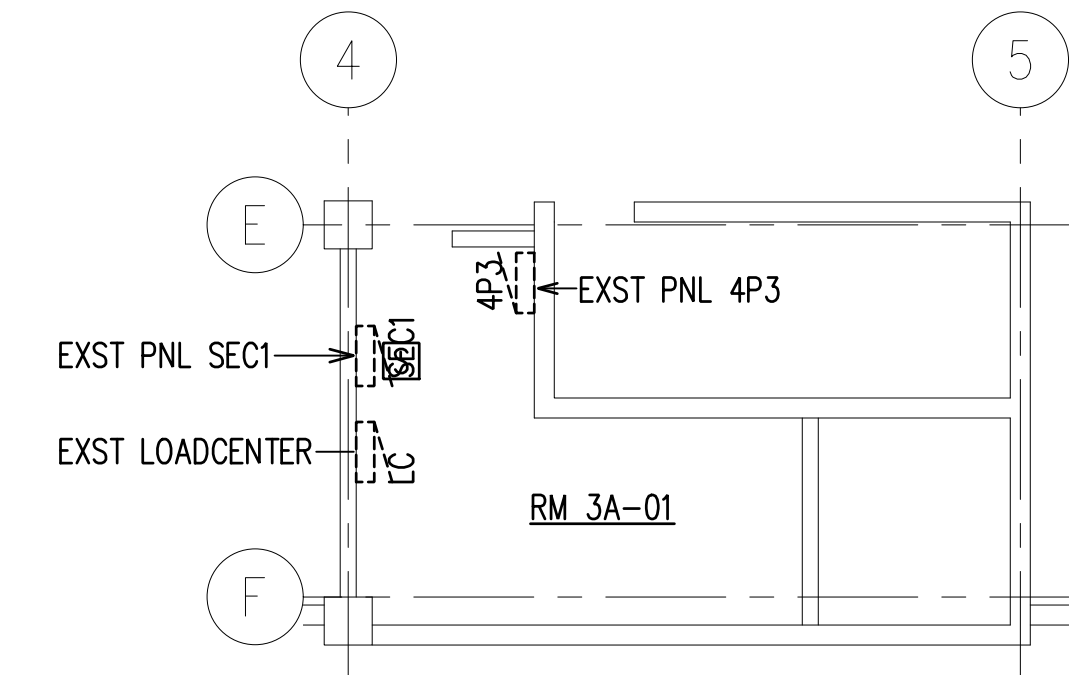
ELECTRICAL PLAN – PARKING LEVEL 3
SCALE: 1/16"=1'-0"



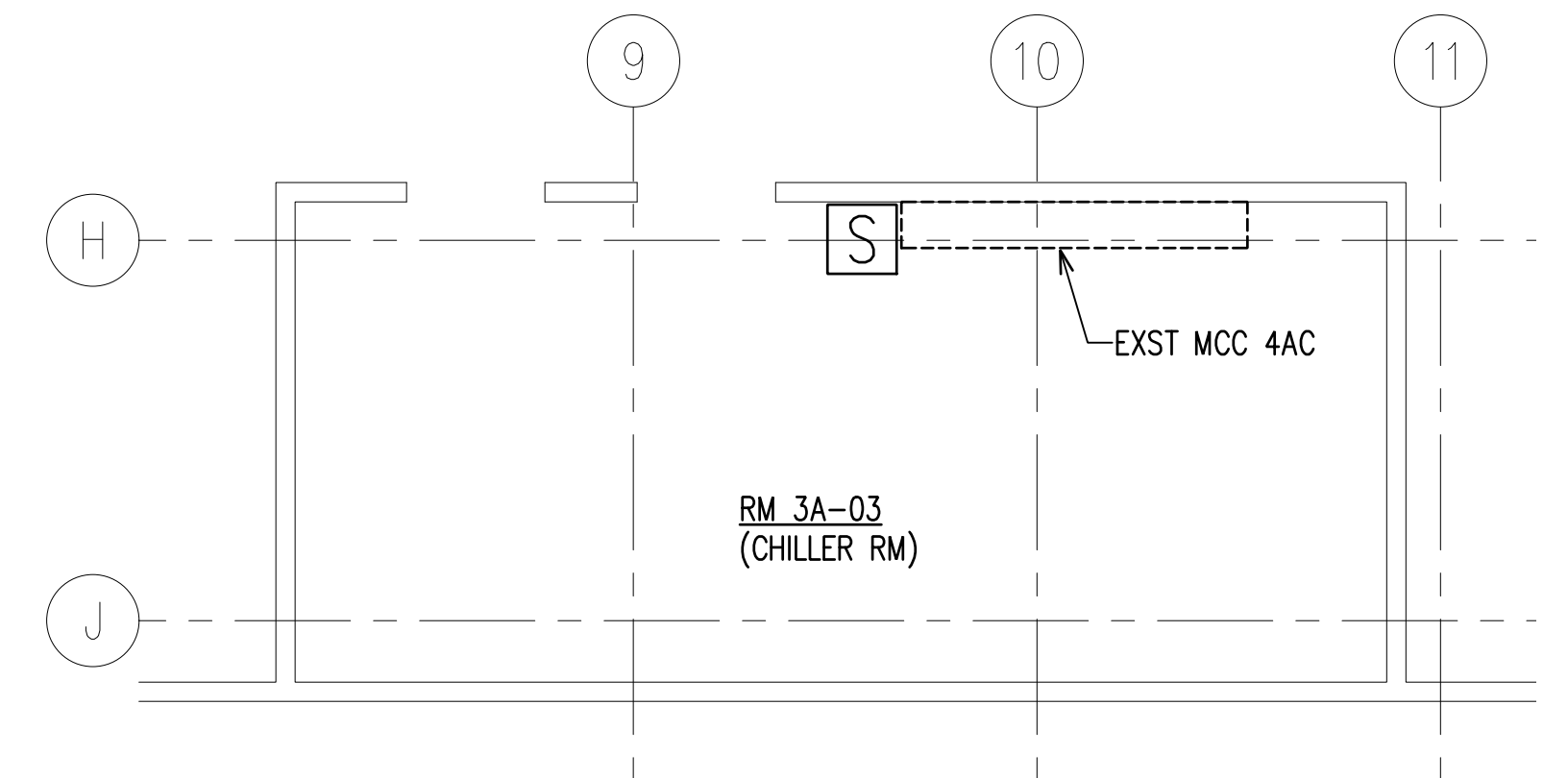
GRAPHIC SCALE



GRAPHIC SCALE



ENLARGED ELECTRICAL PLAN – RM 3A-01
SCALE: 1/8"=1'-0"

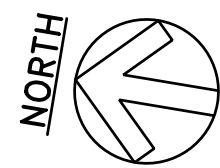
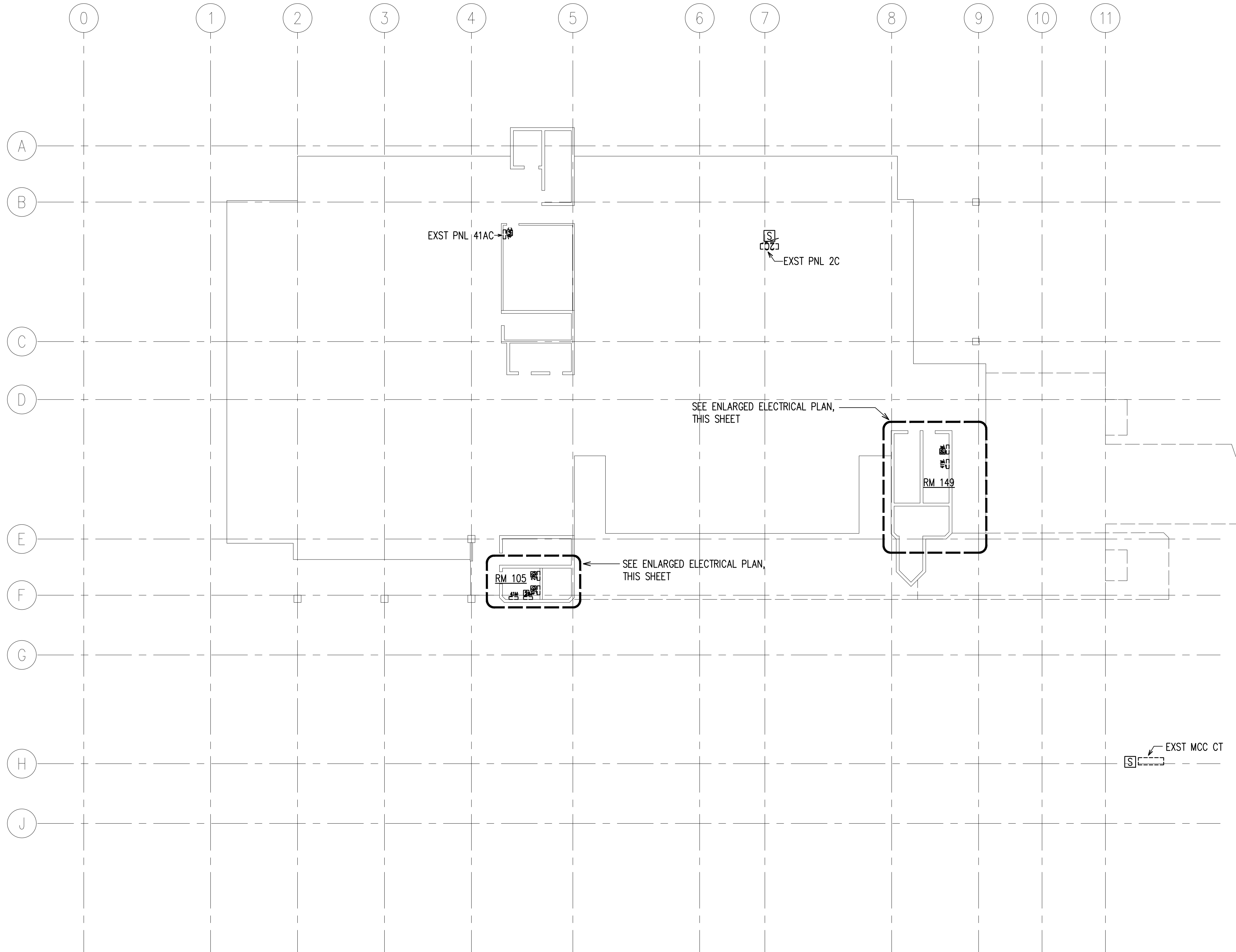


ENLARGED ELECTRICAL PLAN – RM 3A-03
SCALE: 1/8"=1'-0"

REVISION NO.	SYM.	DESCRIPTION	SHT. OF	DATE	APPROVED; PUBLIC WORKS ADMINISTRATOR
DEPT. OF ACCOUNTING & GENERAL SERVICES PUBLIC WORKS DIVISION STATE OF HAWAII HOAPILI HALE POWER QUALITY SYSTEM IMPROVEMENTS 2145 MAIN STREET, WAILUKU, HAWAII, 96793 WAILUKU TAX MAP KEY: 3-4-013:013 MAUI HAWAII					
ELECTRICAL PLAN - PARKING LEVEL 3					
RONALD N.S. HO & ASSOC., INC.			DAGS JOB NO.	DRAWING NO.	
DESIGNED BY: RK	CHECKED BY: RK		-	E203	
DRAWN BY: CAD	APPROVED BY: RK			SHEET	
4-30-26 EXP. DATE			SCALE: AS SHOWN	DATE	OF SHITS

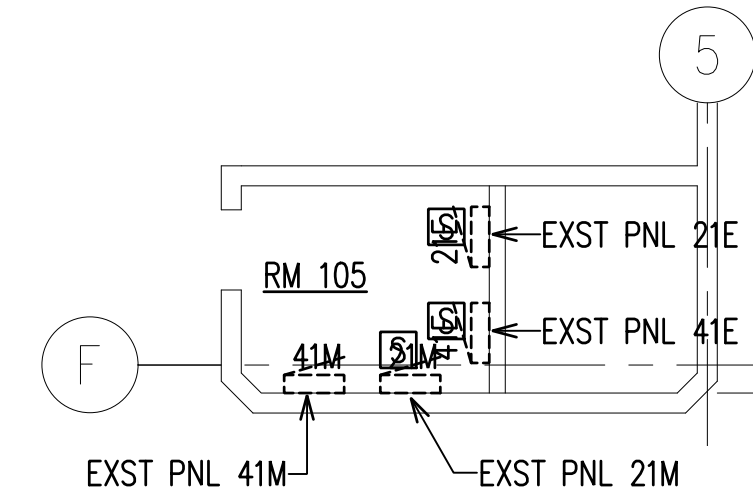
FILE DRAWER FOLDER.....

Z:\Acad\projects\224177B\E204_224177B_1st_flr.dwg



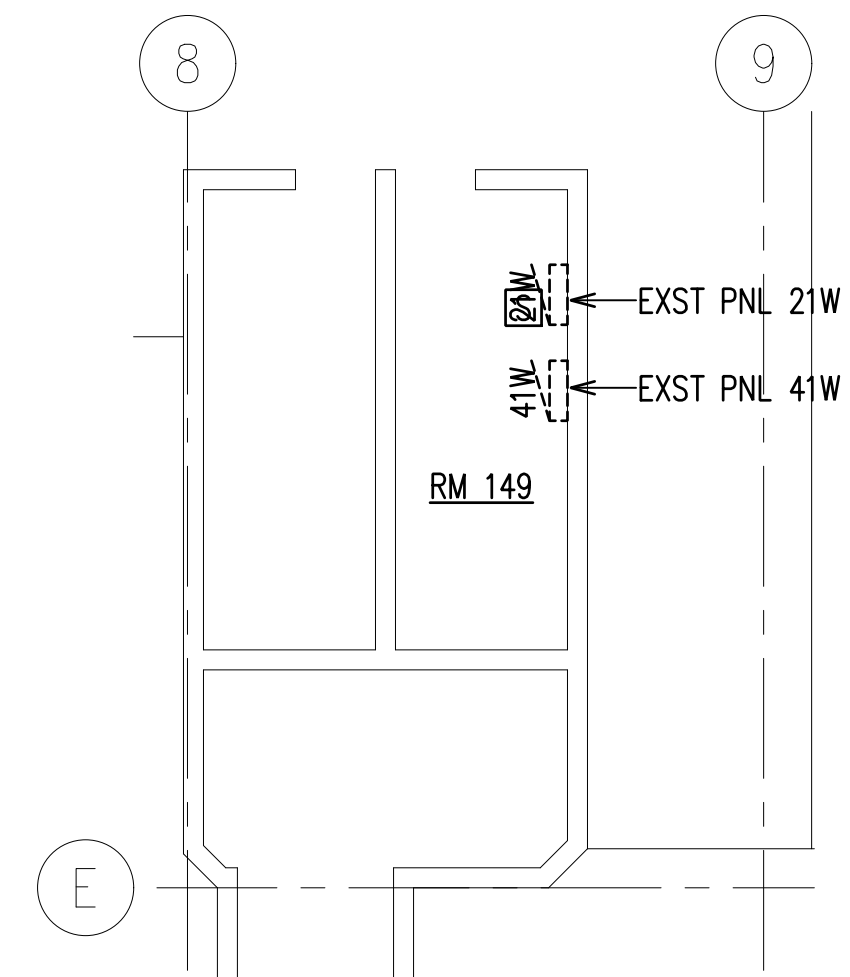
ELECTRICAL PLAN – 1ST FLOOR

SCALE: 1/16"=1'-0"



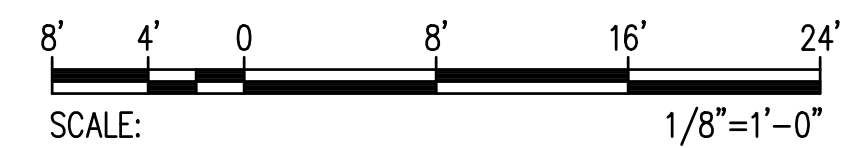
ENLARGED ELECTRICAL PLAN – RM 105

SCALE: 1/8"=1'-0"

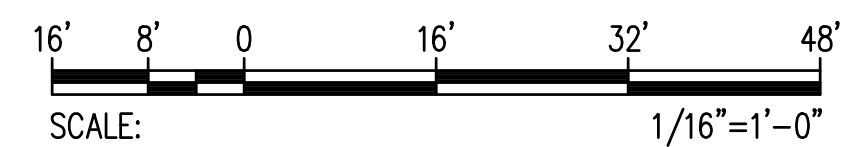


ENLARGED ELECTRICAL PLAN – RM 149

SCALE: 1/8"=1'-0"



GRAPHIC SCALE

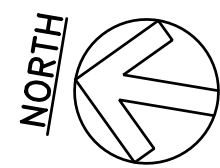
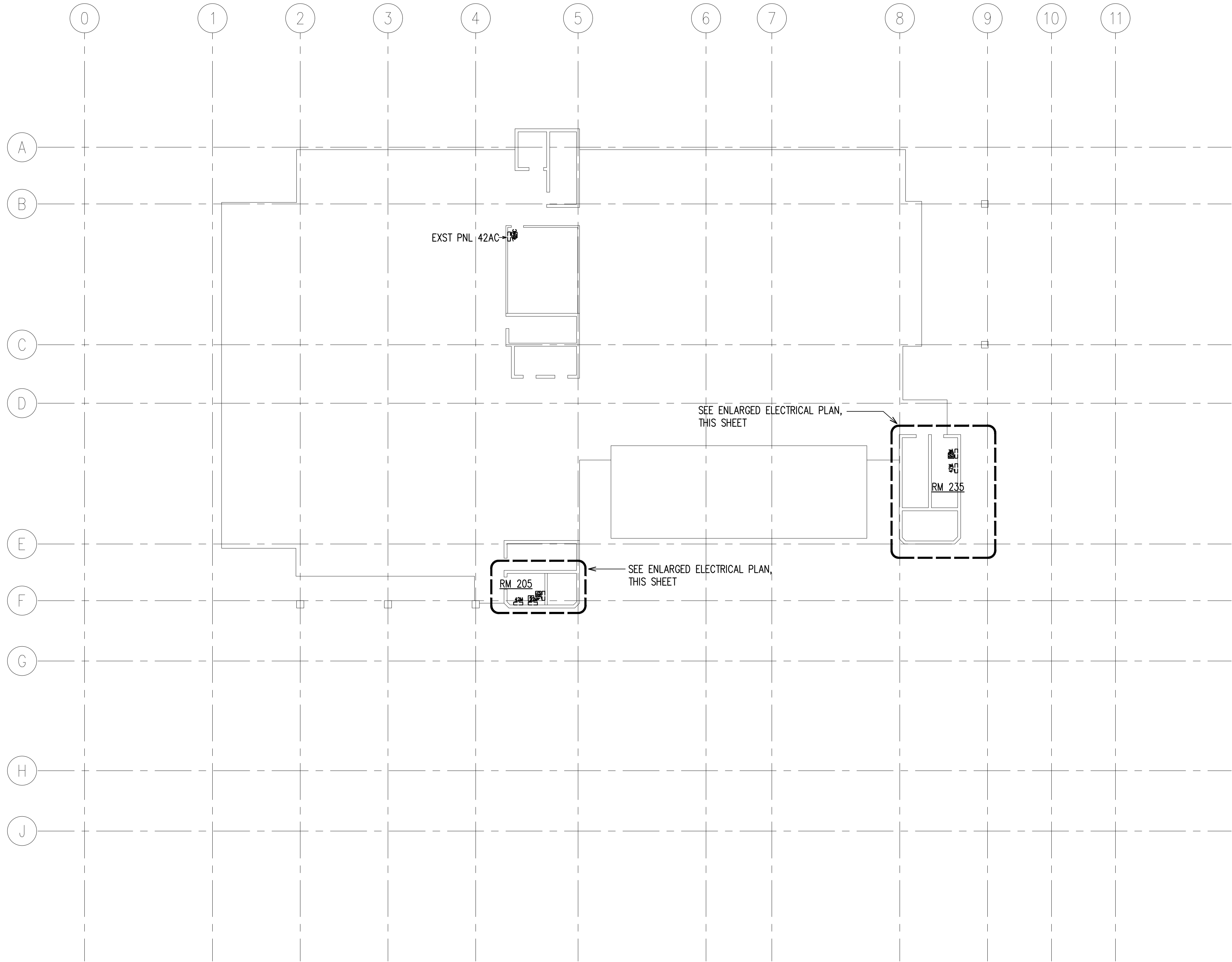


GRAPHIC SCALE

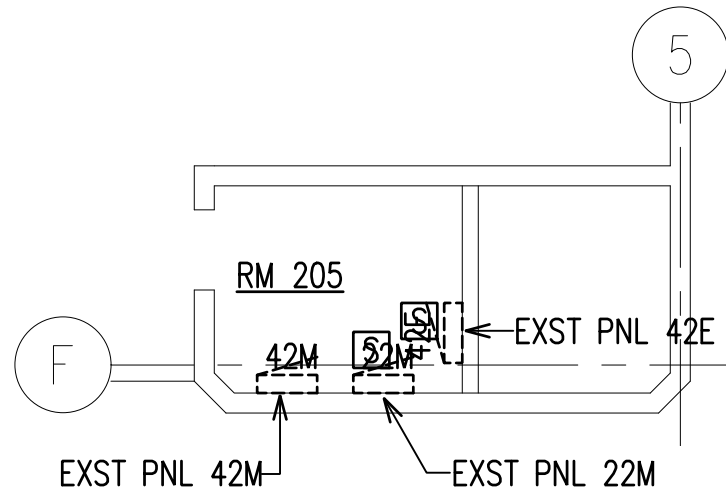
REVISION NO.	SYM.	DESCRIPTION	SHT. ____ OF ____	DATE	APPROVED; PUBLIC WORKS ADMINISTRATOR
DEPT. OF ACCOUNTING & GENERAL SERVICES PUBLIC WORKS DIVISION STATE OF HAWAII					
HOAPILI HALE POWER QUALITY SYSTEM IMPROVEMENTS 2145 MAIN STREET, WAILUKU, HAWAII, 96793 TAX MAP KEY: 3-4-013:013 WAILUKU MAUI HAWAII					
ELECTRICAL PLAN - 1ST FLOOR					
RONALD N.S. HO & ASSOC., INC.			DAGS JOB NO.	DRAWING NO.	
DESIGNED BY: RK		CHECKED BY: RK		E204	
DRAWN BY: CAD		APPROVED BY: RK		DATE	SHEET
4-30-26 EXP. DATE		SCALE: AS SHOWN		OF	SHTS

FILE DRAWER FOLDER.....

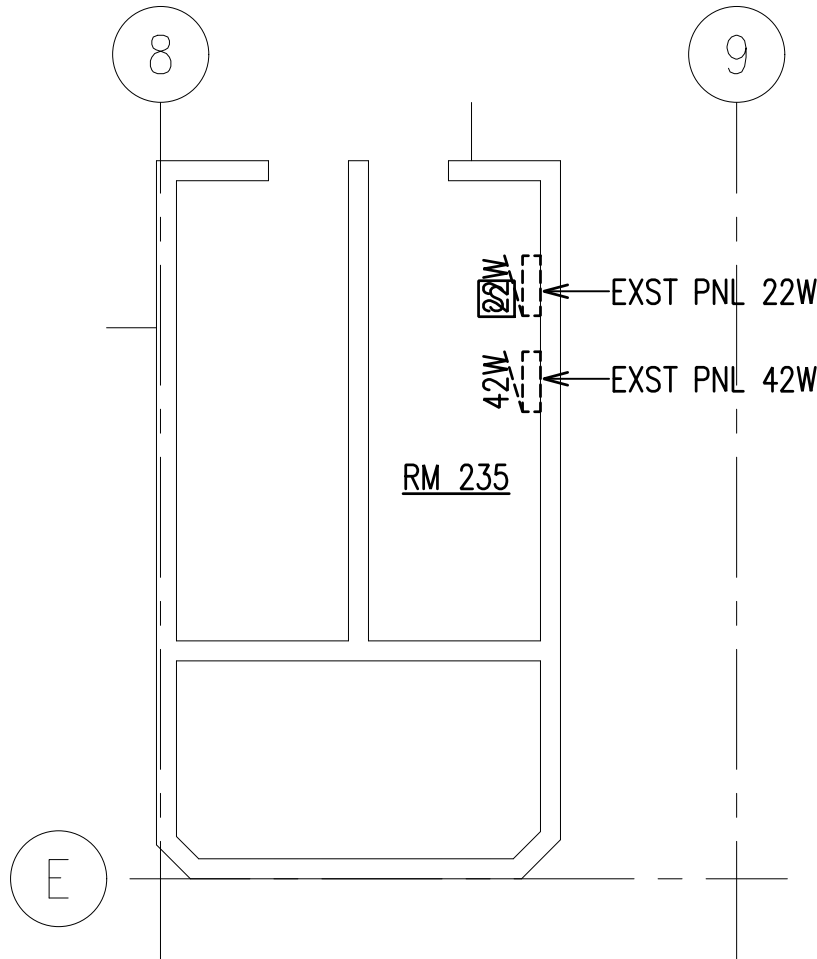
Z:\Acad\projects\224177B\E205_224177B_2nd_ftr.dwg



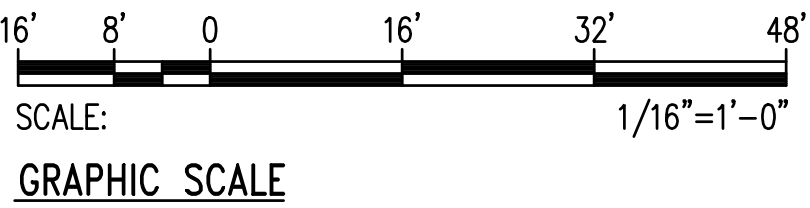
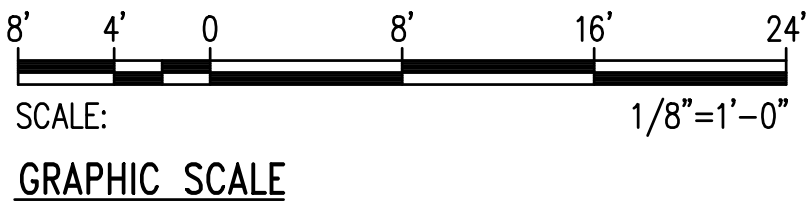
ELECTRICAL PLAN – 2ND FLOOR
SCALE: 1/16"=1'-0"



ENLARGED ELECTRICAL PLAN – RM 205
SCALE: 1/8"=1'-0"

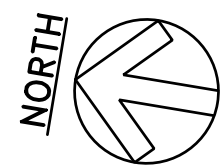
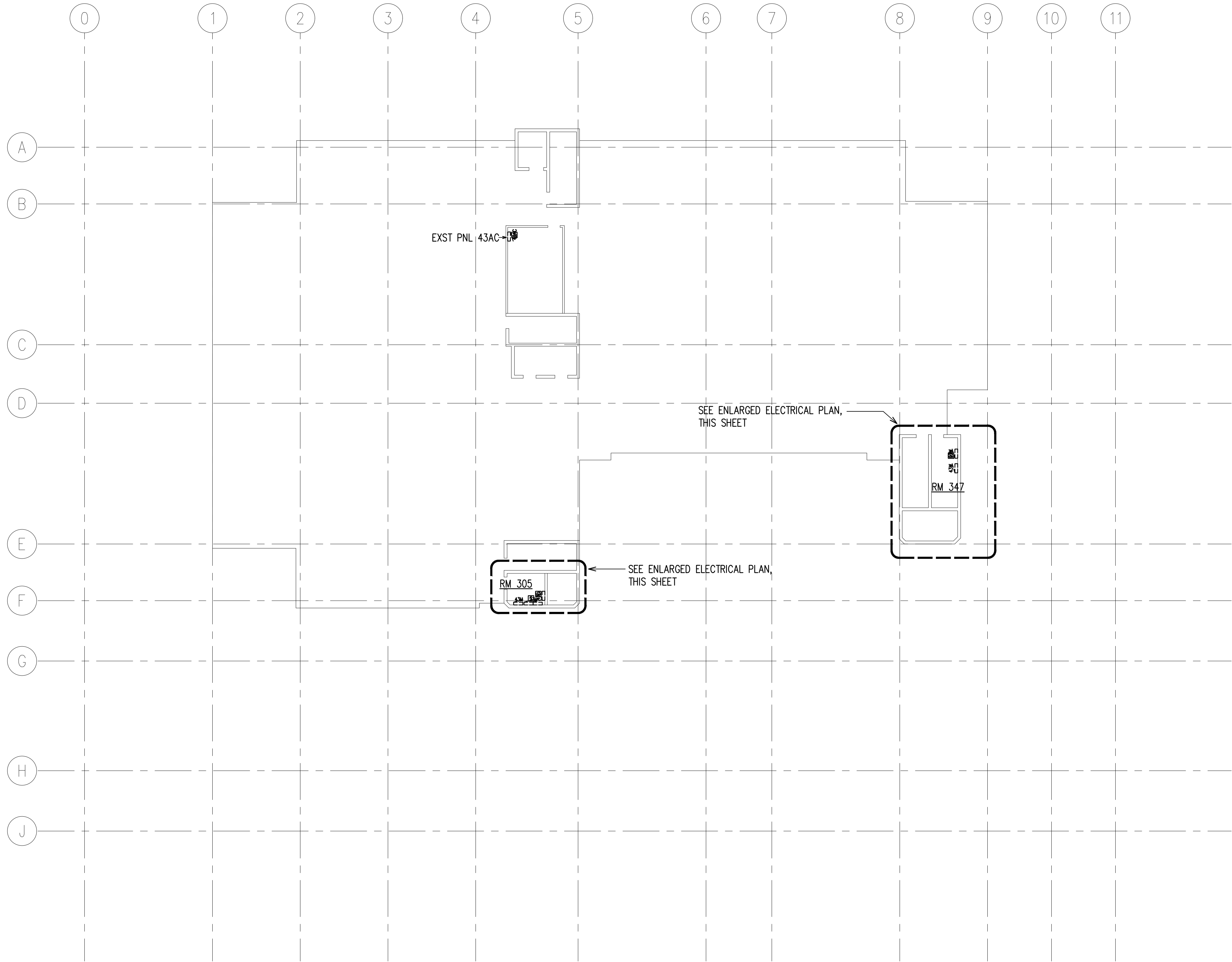


ENLARGED ELECTRICAL PLAN – RM 235
SCALE: 1/8"=1'-0"

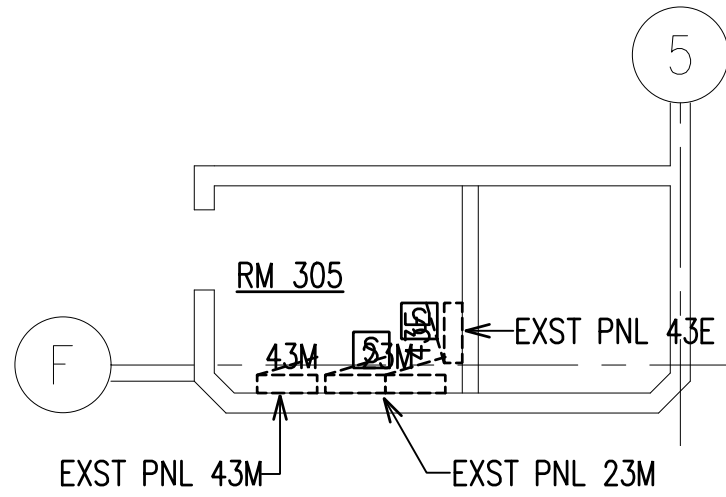


	</				

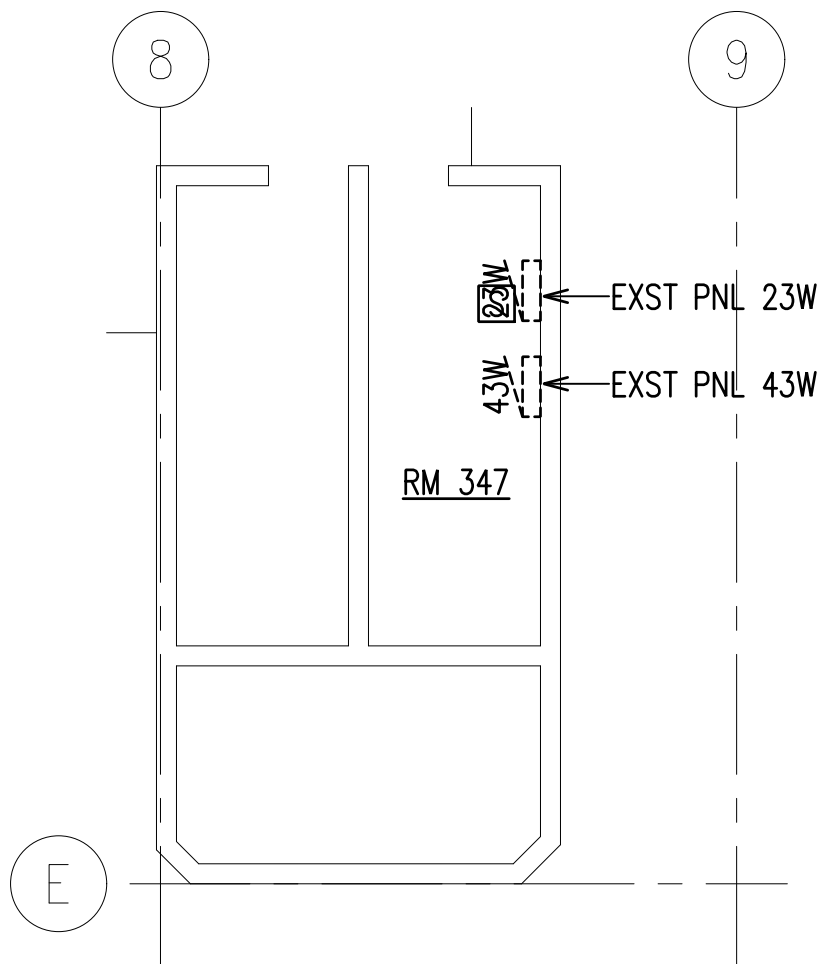
Z:\Acad\projects\224177B\E206_224177B_3rd_flr.dwg



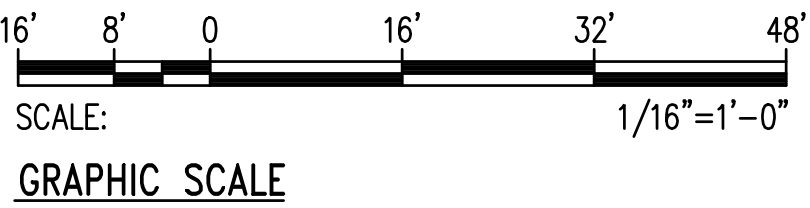
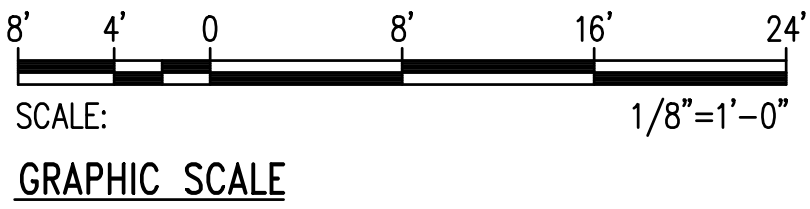
ELECTRICAL PLAN – 3RD FLOOR
SCALE: 1/16"=1'-0"



ENLARGED ELECTRICAL PLAN – RM 305
SCALE: 1/8"=1'-0"

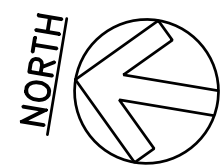
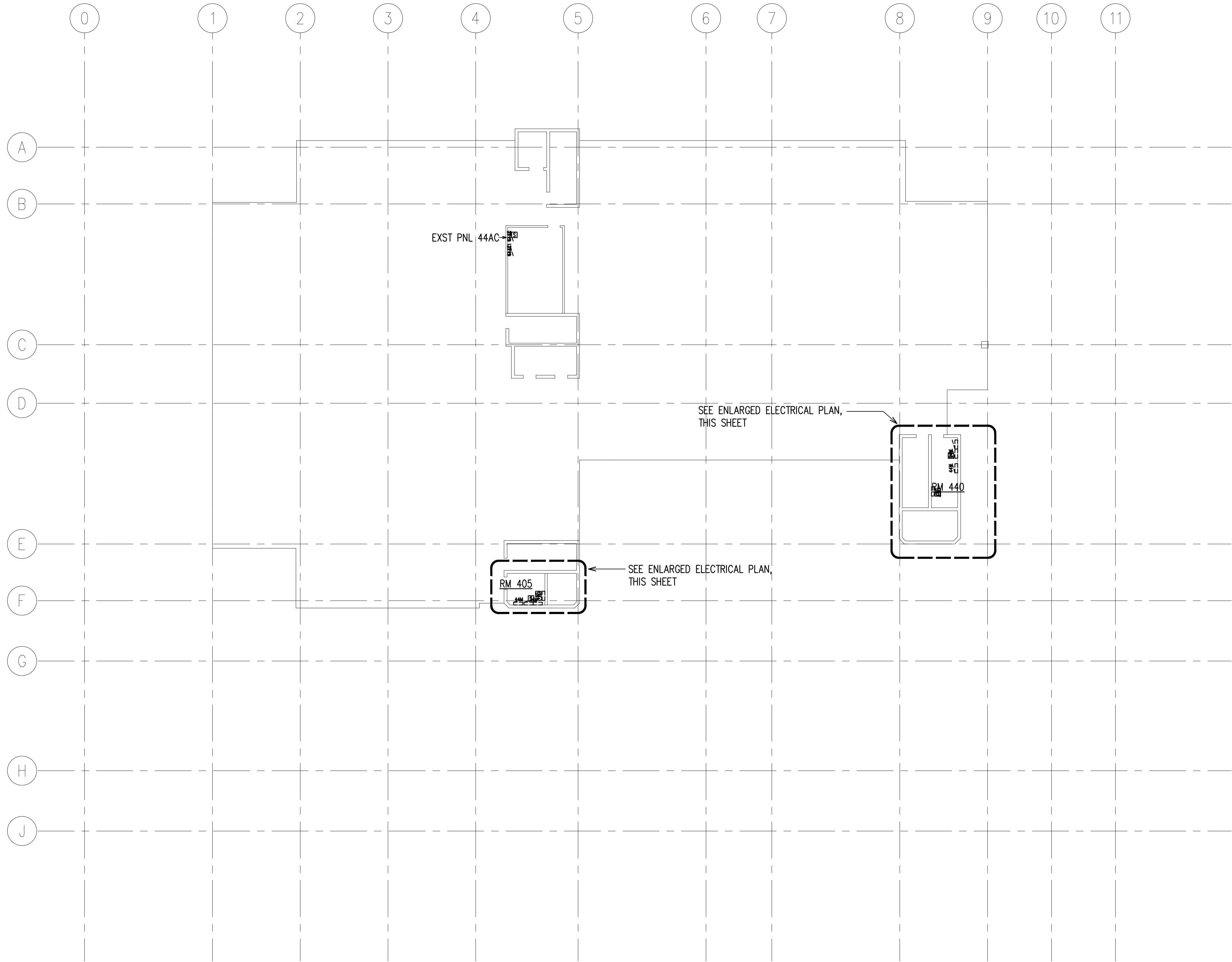


ENLARGED ELECTRICAL PLAN – RM 347
SCALE: 1/8"=1'-0"

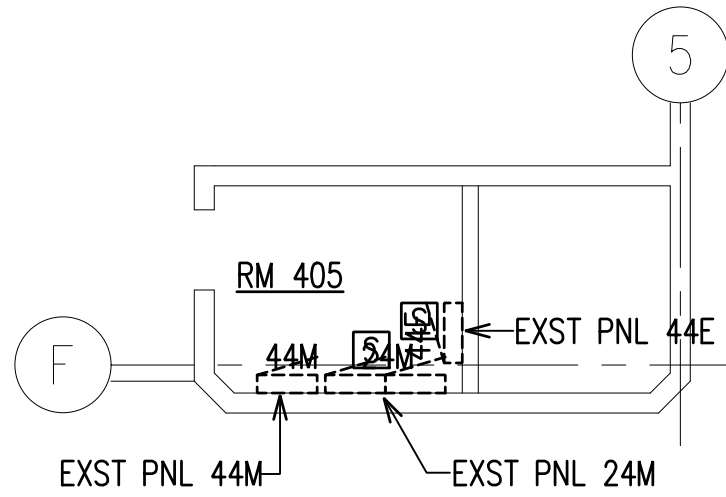


	</				

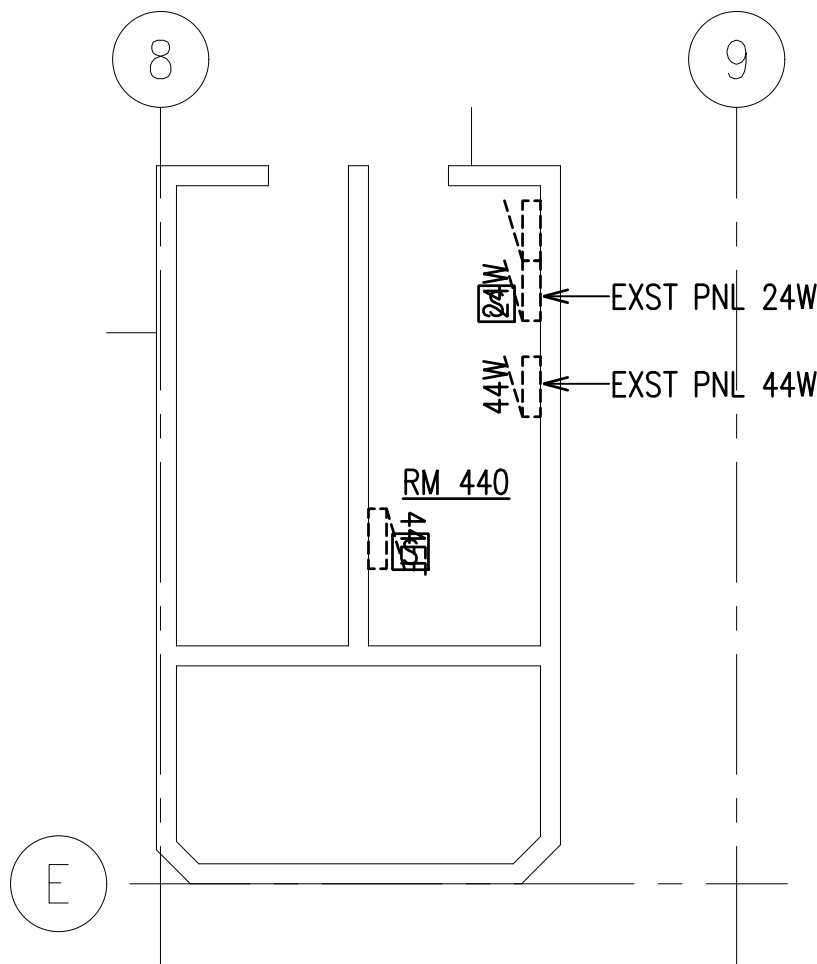
Z:\Acad\projects\224177B\E207_224177B_4th_flr.dwg



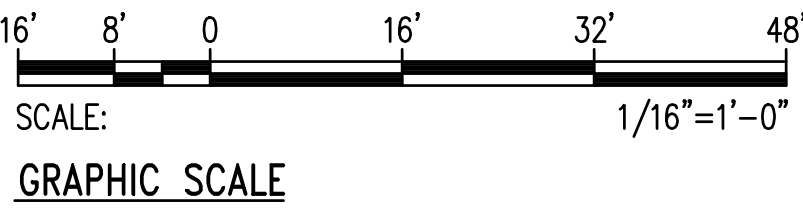
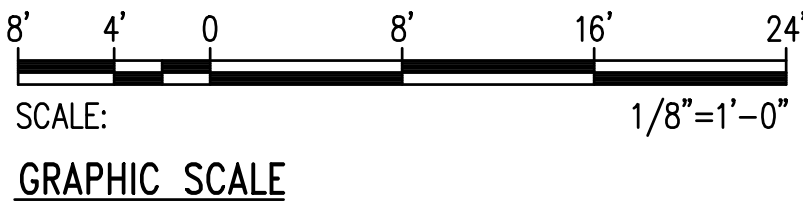
ELECTRICAL PLAN – 4TH FLOOR
SCALE: 1/16"=1'-0"



ENLARGED ELECTRICAL PLAN – RM 405
SCALE: 1/8"=1'-0"

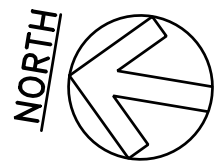
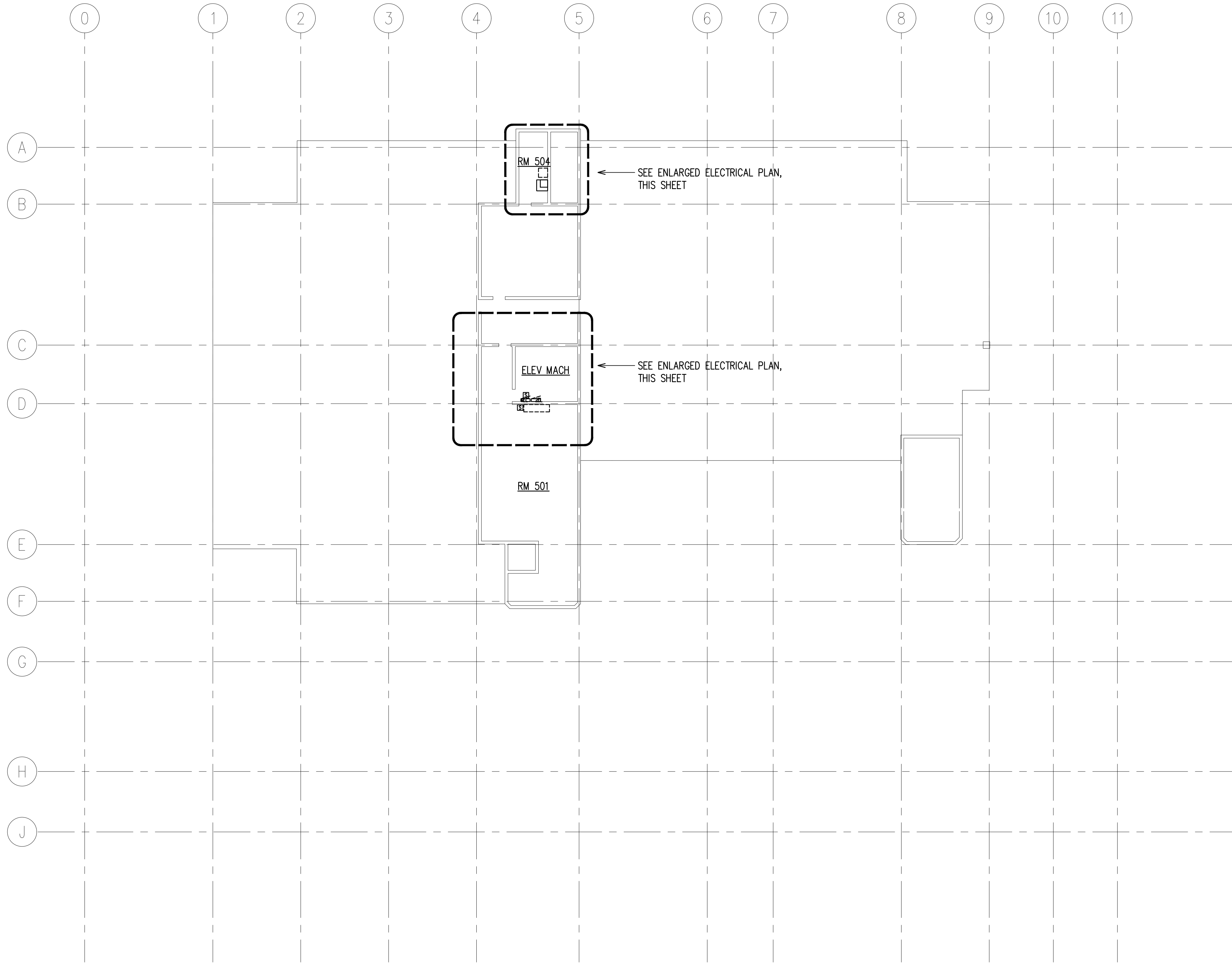


ENLARGED ELECTRICAL PLAN – RM 440
SCALE: 1/8"=1'-0"

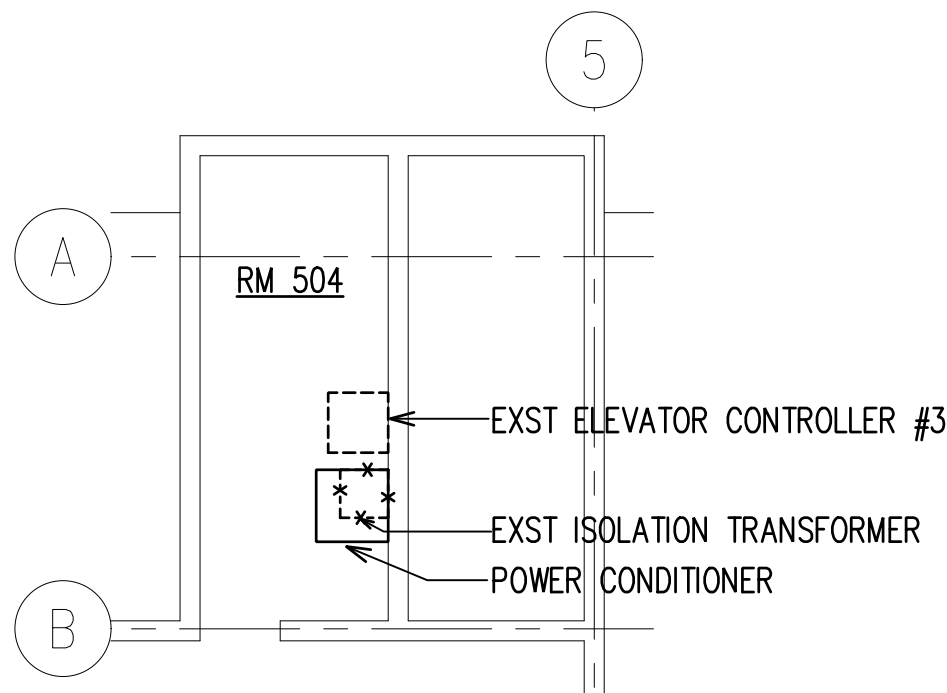


REVISION NO.	SYM.	DESCRIPTION	SHT. OF	DATE	APPROVED; PUBLIC WORKS ADMINISTRATOR
 RYAN S. KARAMAHU LICENSED PROFESSIONAL ENGINEER No. 13987-E HAWAII, U.S.A. DEPT. OF ACCOUNTING & GENERAL SERVICES PUBLIC WORKS DIVISION STATE OF HAWAII HOAPILI HALE POWER QUALITY SYSTEM IMPROVEMENTS 2145 MAIN STREET, WAILUKU, HAWAII, 96793 TAX MAP KEY: 3-4-013:013 WAILUKU MAUI HAWAII ELECTRICAL PLAN - 4TH FLOOR					
DESIGNED BY: RK		CHECKED BY: RK		DAGS JOB NO.	DRAWING NO.
DRAWN BY: CAD		APPROVED BY: RK		DATE	SHEET
4-30-26		SCALE: AS SHOWN		OF	SHTS

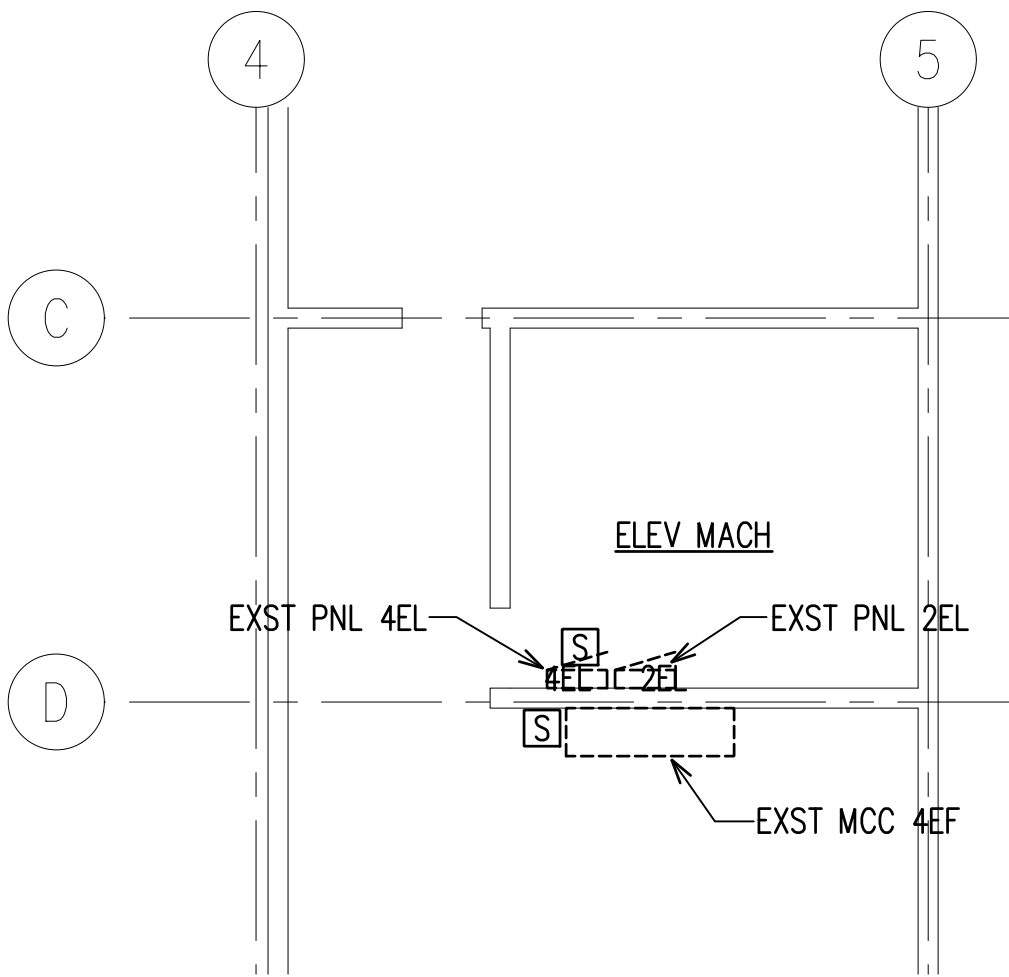
Z:\Acad\projects\224177B\E208_224177B_roof.dwg



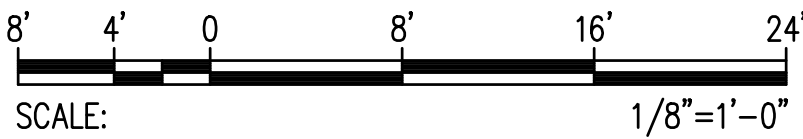
ELECTRICAL PLAN – ROOF
SCALE: 1/16"=1'-0"



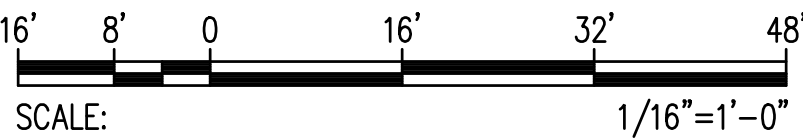
ENLARGED ELECTRICAL PLAN – RM 504
SCALE: 1/8"=1'-0"



ENLARGED ELECTRICAL PLAN – ELEV MACH
SCALE: 1/8"=1'-0"



GRAPHIC SCALE

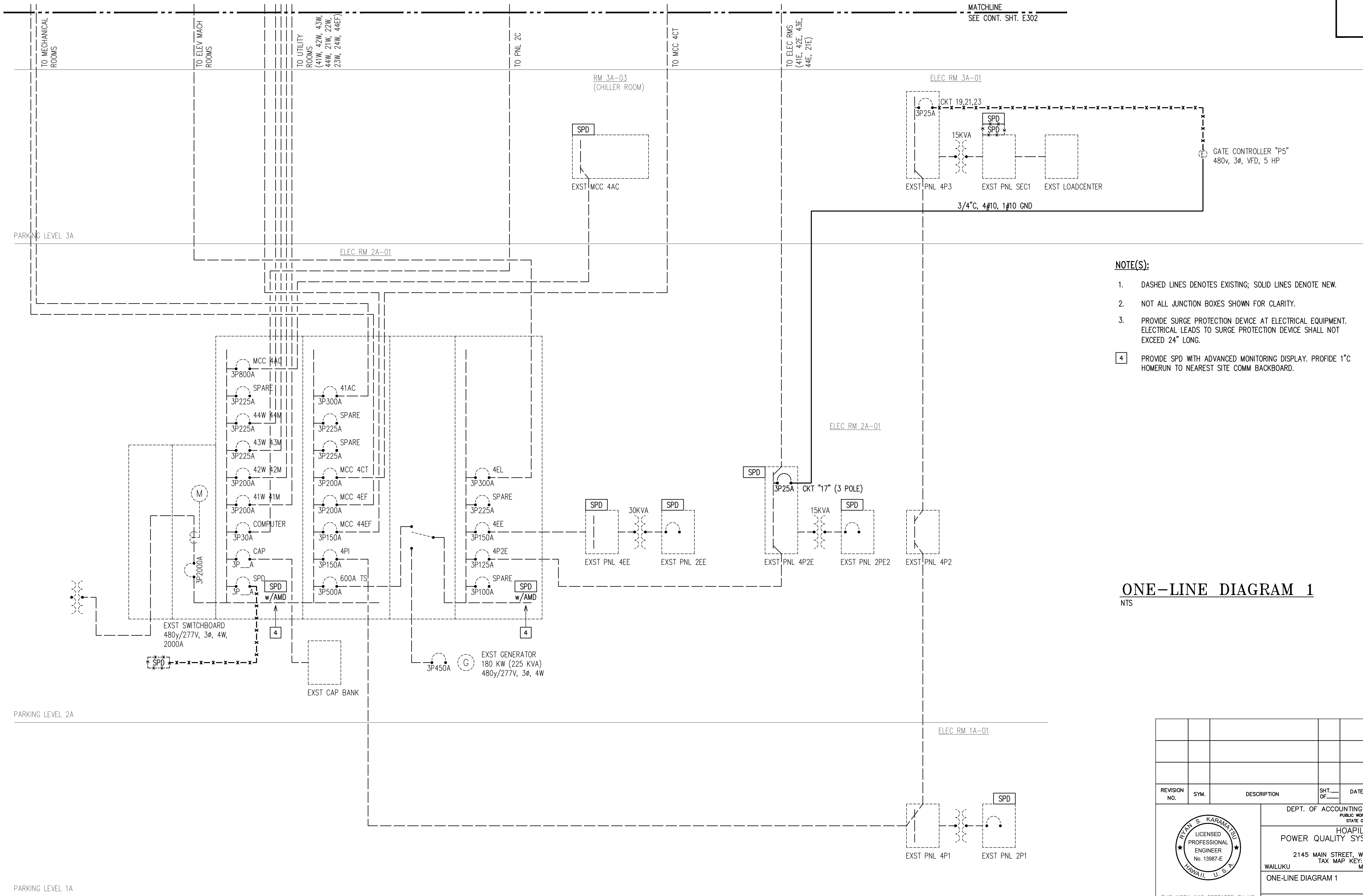


GRAPHIC SCALE

REVISION NO.	SYM.	DESCRIPTION	SHT. ____ OF ____	DATE	APPROVED; PUBLIC WORKS ADMINISTRATOR
DEPT. OF ACCOUNTING & GENERAL SERVICES PUBLIC WORKS DIVISION STATE OF HAWAII HOAPILI HALE POWER QUALITY SYSTEM IMPROVEMENTS 2145 MAIN STREET, WAILUKU, HAWAII, 96793 TAX MAP KEY: 3-4-013.013 WAILUKU MAUI HAWAII ELECTRICAL PLAN - ROOF					
RONALD N.S. HO & ASSOC., INC.			DAGS JOB NO.	DRAWING NO.	
DESIGNED BY: RK		CHECKED BY: RK		E208	
DRAWN BY: CAD		APPROVED BY: RK		DATE	SHEET
4-30-26 EXP. DATE		SCALE: AS SHOWN		OF	SHTS

FILE DRAWER FOLDER.....

Z:\Acad\projects\224177B\E301_224177B_online1.dwg



- NOTE(S):**
- DASHED LINES DENOTES EXISTING; SOLID LINES DENOTE NEW.
 - NOT ALL JUNCTION BOXES SHOWN FOR CLARITY.
 - PROVIDE SURGE PROTECTION DEVICE AT ELECTRICAL EQUIPMENT. ELECTRICAL LEADS TO SURGE PROTECTION DEVICE SHALL NOT EXCEED 24" LONG.
 - PROVIDE SPD WITH ADVANCED MONITORING DISPLAY. PROFIDE 1"C HOMERUN TO NEAREST SITE COMM BACKBOARD.

ONE-LINE DIAGRAM 1

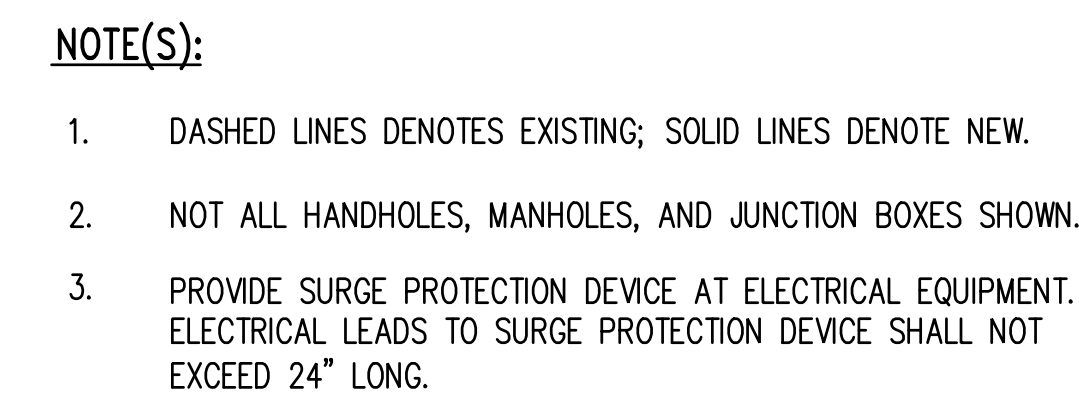
NTS

REVISION NO.	SYM.	DESCRIPTION	SHT. OF	DATE	APPROVED; PUBLIC WORKS ADMINISTRATOR
DEPT. OF ACCOUNTING & GENERAL SERVICES PUBLIC WORKS DIVISION HOAPILI HALE POWER QUALITY SYSTEM IMPROVEMENTS 2145 MAIN STREET, WAILUKU, HAWAII, 96793 WAILUKU TAX MAP KEY: 3-4-013:013 MAUI HAWAII					
ONE-LINE DIAGRAM 1					
RONALD N.S. HO & ASSOC., INC.		DAGS JOB NO.	DRAWING NO.		
DESIGNED BY: RK	CHECKED BY: RK	-	E301		
DRAWN BY: CAD	APPROVED BY: RK	DATE	SHEET		
SCALE: AS SHOWN		OF	SHTS		

THIS WORK WAS PREPARED BY ME OR UNDER MY SUPERVISION AND CONSTRUCTION OF THIS PROJECT WILL BE UNDER MY OBSERVATION.

4-30-26
EXP. DATE

FILE DRAWER FOLDER.....



NTS

FILE DRAWER FOLDER.....