

DIVISION 1 – GENERAL REQUIREMENTS

SECTION 01010 – SUMMARY OF WORK

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

The General Provisions and the Special Provisions apply to this Section. Special attention is directed to the Proposal Schedule.

1.02 SUMMARY

Section Includes:

1. Scope of Work
2. Vehicle Parking
3. Provisions for Field Office/Storage Space
4. Location of the Work
5. Hours of work
6. Safety
7. Disposal of excess soil materials
8. Construction stakes, lines and grades
9. Special project requirements
10. Unforeseen Conditions Allowances

1.03 SCOPE OF WORK

This project consists of furnishing all supervision, labor, materials, equipment, and all other items related to the performance of improvements to the interior & exterior of the Paukukalo Community Center. The repairs include roof ventilation, power washing, painting, gutter repairs, replacing of the entire drop ceiling, installation of new LED lighting, installation of new ceiling fans, building security, electrical upgrades, and door hardware replacement.

1.04 VEHICLE PARKING

The Contractor and its employees are responsible to find parking in the surrounding area as long as the vehicles do not impede the traffic in the area.

1.05 PROVISIONS FOR FIELD OFFICE/STORAGE SPACE

No field office or storage will be required for this project. The Contractor shall continually maintain adequate protection of all its work from damage and shall protect all property, including but not limited to buildings, fencing, equipment, grounds, vegetation, and material located at and adjoining the

job site. The Contractor shall repair, replace or pay the expense of repair of damages resulting from its operations.

1.06 LOCATION OF THE WORK

- A. The work to be performed under this contract is located at 657 Kaumualii Street, Wailuku, Maui. TMK (3) 3-005:087.
- B. Conditions: Upon award of the contract, the Contractor, at their cost, shall obtain all permits required for this project.

1.07 HOURS OF WORK

- A. Work can be performed at the construction site between 8:00 am and 4:30 pm, Monday through Friday. Submit a proposed construction schedule to Project Manager for review and approval within 14 calendar days prior to start of work. The Contractor shall coordinate their schedule with the Project Manager if rescheduling of work or intermittent work is required, such work shall be performed at no extra cost to the State. If the Contractor's obligation to pay.
- B. Contractor shall clean work areas at the end of each working shift. Rubbish, loose materials, etc. shall be disposed of daily. Materials shall be safely secured and stored in an area designated by the DHHL West Hawaii District Supervisor.

1.08 SAFETY

- A. The Contractor shall take the necessary precautions to protect his workers and other personnel from injuries. The rules and regulations promulgated by the Occupational Safety and Health Acts are applicable and made a part of these specifications.
- B. Barricades and warning signs shall be erected by the Contractor in the work area to properly protect all personnel in the area.
- C. During the progress of the work debris, empty crates, waste, material drippings, etc., shall be removed by the Contractor at the end of each work day, and the work area shall be left clean and orderly.

1.09 UNFORESEEN CONDITIONS ALLOWANCE

- A. Included in this project is an allowance for unforeseen conditions to be used by the engineer to pay for unknown conditions from either review of the contract documents or existing exposed conditions found at the site or anticipated from the type of work found.
- B. All unforeseen conditions that the Contractor is anticipating being compensated for must be brought to the attention of the engineer and acknowledged as an unforeseen condition that will be paid for by the State before the Contractor proceeds with his work.
- C. Work accomplished by the Contractor without prior approval by the Project Manager will be considered part of the work and incidental to the work and no additional compensation will be allowed.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

PART 4 - MEASUREMENT AND PAYMENT

4.01 BASIS OF MEASUREMENT AND PAYMENT

- A. Work under this section will not be measured not paid for separately, but shall be considered incidental to and included in the bid prices for the various items of work in this project.
- B. Work under this section for unforeseen conditions shall be paid under an allowance item in the Proposal Schedule. The allowance is an estimate and the Additional charges by the Contractor for overhead, coordination, profit, included in the Contractor's lump sum bid price.

END OF SECTION

SECTION 01300 – SUBMITTALS

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

Shop drawings and submittals shall be made in accordance with DHHL's General Conditions, Section 5.5.1 – "SHOP DRAWINGS" and Section 6.3 – "SUBSTITUTION OF MATERIALS AND EQUIPMENT"

1.02 OTHER SUBMITTALS REQUIRED BEFORE CONSTRUCTION

The Contractor shall submit the following items prior to or at the pre-construction meeting or unless otherwise noted:

1.03 SHOP DRAWINGS, SAMPLES, CATALOG CUTS, AND CERTIFICATES

- A. Submittal Schedule: Prior to the submission of any shop drawings or submittals, the Contractor shall submit to the Construction Manager and Design Consultant for review, a submittal schedule. The schedule shall identify the subject matter of each submittal, the corresponding specification section number and the proposed date of submission. During the progress of work, the Contractor shall revise and resubmit the submittal schedule as directed by the Project Manager.
- B. The Contractor shall submit for review to the Construction Manager, or to a representative designated by the Project Manager, electronically or submit four (4) copies, if directed by the Project Manager of all shop drawings, samples, catalog cuts and certificates. Two (2) copies will be returned to the Contractor with information of review action. The Contractor shall submit additional quantities for their subcontractor's or supplier's use. Each shop drawing, certificate of compliance, sample, and equipment list shall be checked and certified correct by the Contractor, and shall be identified with the applicable information specified hereinafter under "Submittal Identification."

Items are to be reviewed prior to commencing fabrication or delivery of material to the job site.

- C. Each copy of the drawings, certificates, catalog cuts, and lists reviewed by the Design Consultant will be stamped "REVIEW ACTION" with the appropriate action noted therein. The review of the Design Consultant shall not be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory. Acceptance of such drawings will not relieve the Contractor the responsibility of conforming to the contract drawings and specifications or for any error or omission which may exist as the Contractor shall be responsible for the dimensions and design of adequate connections, details, and satisfactory construction of all work. Each shop drawing submitted for review shall have, in the lower right-hand corner just above title, a white space 4" x 4" in which the Design Consultant can place the stamp and indicate action taken. The

Contractor shall also inform their subcontractors to provide this space in their preparation of shop drawings.

1.07 TEST REPORTS

Six copies of test reports for any material used in this Contract shall be submitted when specified or required by the Project Manager.

1.08 SUBMITTAL IDENTIFICATION

A. To avoid rejection and to clarify each submittal, the General Contractor shall have a rubber stamp made up in the following format:

B. CONTRACTOR NAME: _____
PROJECT: _____
IFB NO: _____

THIS SUBMITTAL HAS BEEN CHECKED BY THIS GENERAL CONTRACTOR. IT IS CERTIFIED 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.

DATE RECEIVED _____

SPECIFICATION SECTION _____

SPECIFICATION PARAGRAPH _____

DRAWING NUMBER _____

SUBCONTRACTOR NAME _____

SUPPLIER NAME _____

MANUFACTURER NAME _____

CERTIFIED BY: _____

C. This stamp "filled in" should appear on each reproducible shop drawing, on the cover sheet of copies of test and mill reports, certificates of compliance, catalog

cuts, brochures, etc. The stamp should be placed on a heavy stock paper merchandise (approximately 3" x 6") and one tag tied to each sample submitted for approval. The tag on the samples should state what the sample is, so that if the tag is accidentally separated from the sample they can be matched up again.

The back of this tag will be used by the Project Manager for receipt, approval, and log stamp for any comments that relates to the sample.

- D. Submission Number: Each submission is to be sequentially numbered in the space provided in the Contractor's stamp. Correspondence and transmittal will refer to this number.
- E. The Contractor shall ensure that all submittals, including shop drawings, are complete and in conformance to the requirements of the Contract specifications prior to submissions to the State for review and acceptance. Incomplete submittals will not be processed by the State and returned to the Contractor for correction. Any cost impacts and delays in the Project schedule as a result of incomplete submittals shall be the responsibility of the Contractor.

1.10 GUARANTEES

Guarantee periods shall start at the time of acceptance in writing by the State.

All guarantees and warranties shall be made out to the "State of Hawaii." Supplier and subcontractor guarantees shall be co-signed by the Contractor.

The Contractor is solely responsible for coincidence or non-coincidence of factory warranties or equipment guarantees, and the Contractor's own warranties and guarantees as required by the contract. The Contractor is solely responsible for scheduling and coordinating the installation of equipment and materials so as to take maximum advantage of factory warranties.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

PART 4 – MEASUREMENT AND PAYMENT

4.01 BASIS OF MEASUREMENT AND PAYMENT

NO PROGRESS PAYMENT WILL BE PAID UNTIL ALL REQUIRED SUBMITTALS ARE SUBMITTED IN THE REQUIRED TIME.

Work under this section will not be measured nor paid for separately, but shall be considered incidental to and included in the bid prices for the various items of work in this project.

END OF SECTION

SECTION 01505 – MOBILIZATION AND DEMOBILIZATION

PART 1 – GENERAL

1.01 GENERAL REQUIREMENTS

This section covers the requirements for mobilization and demobilization are hereby incorporated into and made a part of these specifications by reference unless otherwise modified hereinafter.

1.02 MOBILIZATION

The Contractor shall mobilize and transport his construction plant and equipment including materials and supplies for operation to the site of work, construct temporary buildings and facilities as necessary, and assemble the equipment at the site as soon as possible after receipt of Notice to Proceed, subject to the provisions of the General Provisions.

1.03 DEMOBILIZATION

The Contractor shall demobilize and transport his construction plant and equipment including materials, supplies and temporary buildings off the site as soon as possible after construction is completed. Demobilization shall include all cleanup required under this contract and as directed by the Engineer. Demobilization and final cleanup shall be completed prior to final acceptance.

1.04 PERFORMANCE BOND

The Contractor shall file and pay for the performance and payment bonds according to the Instruction for Bid Submittal, except that the value of the bonds shall equal one hundred percent (100%) of the amount of the contract basic bid amount plus one hundred percent (100%) of the amount of the extra work.

Payment for the Contractor's bond premium will be made in accordance to the terms stated in Part 4 below.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

PART 4 – MEASUREMENT AND PAYMENT

4.01 METHOD OF MEASUREMENT

- A. Mobilization shall not be measured for payment. The maximum bid allowed for "Mobilization" is an amount not to exceed size (6) percent of the sum of all items (excluding this item and all Allowances). If the proposal submitted by the bidder indicates an amount in excess of the allowable maximum, the indicated amount

or amounts shall be reduced to the allowable maximum; the "Sum of All Items," in the proposal schedule shall be adjusted to reflect any such reduction. For the purpose of comparing bids and determining the contract price to be inserted in the contract awarded to the bidder, if any is so awarded, the "Sum of All Items" adjusted in accordance with the foregoing shall be used and the bidder's proposal shall be deemed to have been submitted for the amounts as reduced and adjusted in accordance herewith.

- B. Demobilization will not be measured for payment. A separate line item called "Demobilization" will be added to the Contractor's Schedule of Values after the contract has been awarded. The total amount for this item shall be 2.5% of the Contractor's total bid amount and will be deducted from other line items in the schedule of values as negotiated between the Contractor and the State. **THE CONTRACTOR SHALL NOT MODIFY THE PROPOSAL SCHEDULE BY ADDING A "DEMobilization" BID ITEM TO THE PROPOSAL SCHEULE.**

4.02 BASIS OF PAYMENT

- A. Mobilization will be paid for at the contract lump sum price under Mobilization. Partial payment will be made as follows:
1. When 2 ½ percent of the original contract amount is earned, 50 percent of the bid amount will be paid.
 2. When 5 percent of the original contract amount is earned, 75 percent of the bid amount will be paid.
 3. When 10 percent of the original contract amount is earned, 100 percent of the bid amount will be paid.
- Nothing herein shall be construed or limit or preclude partial payments otherwise provided by the contract.
- B. Partial payment will not be paid for Demobilization. Full payment will be made on the Contractor's final payment request. This will occur after the Contractor has fulfilled all of the requirements of the Contract bid documents to the satisfaction of the State and issuance of the Final Acceptance letter to the Contractor by the State.

END OF SECTION

SECTION 01750 - GUARANTEE

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

Guarantee shall be made in accordance with Section 7.35 – “GUARANTEE OF WORK” of the DHHL’s General Conditions.

1.01 GUARANTEES

The Contractor guarantees all materials and equipment furnished to be in operable condition upon final acceptance of the work and that all such materials and equipment conform to the requirements of this contract and be fit for the use intended.

He further guarantees all such materials and equipment against defects and poor workmanship and, to the extent that he is responsible for design, the Contractor guarantees the design to meet the criteria and operating requirements specified against failure to perform in accordance with such criteria and operating requirements.

The period of this guarantee shall commence upon acceptance of the work by the DHHL, and shall extend through the project performance evaluation period not to exceed 1 year for all materials and equipment, provided that this period shall be extended from the time of correction of any defect or failures, corrected under the terms of this guarantee, for a like period for the corrected work.

The Contractor shall correct all defects or failures discovered within the guarantee period. The DHHL will give the Contractor prompt written notice of such defects or failures following their discovery. The Contractor shall commence corrective work within five (5) days following notification and shall diligently prosecute such work to completion. The Contractor shall bear all costs of corrective work, which shall include necessary disassembly, transportation, reassembly and retesting, as well as repair or replacement of the defective material or equipment, and any necessary disassembly and reassembly of adjacent work.

Any period that a particular equipment is not operable due to its failure shall not be considered as a part of the guarantee period. The guarantee period shall be extended for a like period. If due to failure of other equipment the equipment is unable to perform its intended function, the guarantee period shall be extended for a like period. Time that equipment is operating shall be counted as applying to the warranty. Such time shall be determined by use of plant operator's log or other suitable documentation.

If the Contractor falls to perform corrective work in the manner and within the time

stated, the Department of Hawaiian Home Lands (DHHL) may proceed to have such work performed at the Contractor's expense and his sureties will be liable therefor. The DHHL shall be entitled to reasonable attorney's fees and court costs necessarily incurred by the Contractor's refusal to honor and pay such costs of corrective work. The Contractor's performance bond shall continue in full force and effect during the period of this guarantee.

The rights and remedies of the DHHL under this provision do not preclude the exercise of any other rights or remedies provided by this contract or by law with respect to unsatisfactory work performed by the Contractor.

This guarantee shall be deemed supplemental to guarantee provisions provided in other sections of the specifications for the individual units and systems of units so specified.

Guarantee periods shall start at the time of acceptance in writing by the State. All guarantees and warranties shall be made out to the "State of Hawaii." Supplier and subcontractor guarantees shall be co-signed by the Contractor. The Contractor is solely responsible for coincidence or non-coincidence of factory warranties or equipment guarantees, and the Contractor's own warranties and guarantees as required by the contract. The Contractor is solely responsible for scheduling and coordinating the installation of equipment and materials so as to take maximum advantage of factory warranties.

END OF SECTION

DIVISION 1 – GENERAL REQUIREMENTS

SECTION 00850 – DRAWING INDEX

1.01 CONTRACT DRAWINGS AND SPECIFICATIONS

A. The Contractor shall:

1. Check all drawings furnished immediately upon receipt;
2. Compare all drawings and verify the figures before laying out the work;
3. Promptly notify the DHHL of any discrepancies; and
4. Be responsible for any errors which might have been avoided by complying with this paragraph B.

B. Large scale drawings shall govern over small scale drawings. Figures marked on drawings shall be followed in preference to scale measurements.

C. Omissions from the drawings or specifications or the misdescription of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. Any omission shall be performed as if fully and correctly set forth and described in the drawings and specifications.

D. The work shall conform to the specifications and the contract drawings on the following index of drawings:

<u>DRAWING #</u>	<u>TITLE</u>
A000	COVER SHEET
A001	TITLE SHEET
A002	GENERAL NOTES
C001	ENLARGED SITE PLAN AND OVERALL SITE PLAN
A101	PROPOSED FLOOR PLAN
A102	DEMOLITION FLOOR PLAN
A103	REFLECTED CEILING PLAN
A104	ROOF PLAN
A201	EXTERIOR ELEVATIONS
A301	BUILDING SECTIONS
A401	ENLARGED PLANS
A402	INTERIOR ELEVATIONS
A501	ARCHITECTURAL SPECIFICATIONS
A502	ARCHITECTURAL SPECIFICATIONS
E001	ELECTRICAL GENERAL NOTES
E002	ELECTRICAL SCHEDULES

E101	ELECTRICAL DEMO PLAN
E102	ELECTRICAL PLAN – NEW WORK
M100	MECHANICAL LEGEND NOTES AND SPECS
M101	PLUMBING PLANS AND DIAGRAMS
M102	MECHANICAL PLANS AND EQUIPMENT SCHEDULE