

**Invitation for Bids**

**IFB 20L-0010**

**Leahi Hospital – Administration Building Soffit Replacement**

The Hawaii Health Systems Corporation (HHSC) Oahu Region is requesting bids from qualified companies for the replacement of the soffits of the Administration Building at Leahi Hospital located at 3675 Kilauea Ave., Honolulu, HI 96816.

The IFB may be obtained electronically from the following website:  
<http://leahi.hhsc.org/procurement/notices/>

A site visit is scheduled for March 3, 2020 at 9:00 a.m. All interested companies shall meet in the lobby area. The deadline for submission of written/mailed questions pertaining to the IFB is March 18, 2020.

All bids must be received and time stamped by HHSC by April 1, 2020, 2:00 p.m. Hawaii Standard Time. Bids shall be submitted to the Purchasing Office, located on the basement floor of **Maluhia**, at 1027 Hala Dr., Honolulu, Hawaii 96817.

Addenda to the IFB will be posted on the website listed above.

For any inquiries, please contact Scott Kawai, Oahu Region Senior Contracts Manager, at (808) 832-3025 or by email at [skawai@hhsc.org](mailto:skawai@hhsc.org).

Purchasing Office  
Maluhia  
1027 Hala Dr.  
Honolulu, Hawaii 96817

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## **SECTION 1** **ADMINISTRATION**

### **1.0 INTRODUCTION**

This Invitation for Bid (hereinafter “IFB”) is issued by the Hawaii Health Systems Corporation (hereinafter “HHSC”), a public body corporate and politic and an instrumentality and agency of the State of Hawaii. All procedures and processes will be in accordance with HHSC Oahu Region policy and procedures.

In order for HHSC to accept Bidder’s response in a timely manner, please thoroughly read this IFB and follow instructions as presented.

### **1.1 IFB TIMETABLE AS FOLLOWS**

The timetable as presented represents HHSC’s best estimated schedule. If an activity of the timetable, such as “Closing Date for Receipt of Bids” is delayed, the rest of the timetable dates may be modified. BIDDER will be advised, by addendum to the IFB, of any such modifications to the timetable. Contract start date will be subject to the issuance of a Notice to Proceed.

<b>ACTIVITY</b>		<b>SCHEDULED DATES</b>
1.	IFB Public Announcement	February 21, 2020
2.	Pre-Bid Orientation Leahi Hospital lobby area 9:00 a.m.	March 3, 2020
3.	Closing Date for Receipt of Questions	March 18, 2020
4.	Closing Date for Receipt of Bids 2:00 p.m. at <b>Maluhia</b>	<b>April 1, 2020</b>
5.	Contractor Selection/Award Notification (on/about)	April 2, 2020
6.	Contract Start Date (on/about)	May 4, 2020

### **1.2 AUTHORITY**

This IFB is issued following the provisions of Chapter 323F, Hawaii Revised Statutes (HRS), and its administrative rules. All BIDDERS are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a valid executed bid by any BIDDER shall constitute admission of such knowledge on the part of such BIDDER.

#### **1.2.1 IFB ORGANIZATION**

This IFB is organized into four sections:

**SECTION 1: ADMINISTRATIVE**

Provides information regarding administrative requirements.

**SECTION 2: SCOPE OF SERVICES**

Provides a detailed description of goods and/or services to be provided and delineates HHSC and CONTRACTOR responsibilities.

**SECTION 3: BID FORMS AND GENERAL CONDITIONS**

Describes the required format and content for submission of the bid.

**SECTION 4: BID EVALUATION AND AWARD**

Describes how bids will be evaluation and procedures for selection and award of contract.

### **1.3 HEAD OF PURCHASING AGENCY (HOPA)**

The HOPA for HHSC, or designee, is authorized to execute any and all Agreements (Contracts), resulting from this IFB.

The HOPA for this IFB is:

Derek Akiyoshi  
Regional Chief Executive Officer  
Hawaii Health Systems Corporation

### **1.4 DESIGNATED OFFICIALS**

The officials identified in the following paragraphs have been designated by the HOPA as HHSC's procurement officials responsible for execution of this IFB, award of Agreement and coordination of CONTRACTOR's satisfactory completion of contract requirements.

#### **1.4.1 ISSUING OFFICER**

The Issuing Officer is responsible for administering/facilitating all requirements of the IFB solicitation process and is the **sole point of contact** for BIDDER from date of public announcement of the IFB until the selection of the successful BIDDER. The Issuing Officer will also be responsible for contractual actions throughout the term of the contract. For purposes of this IFB, the designated Issuing Officer is:

Scott Kawai, Oahu Region Senior Contracts Manager  
Maluhia, Purchasing Office  
1027 Hala Drive  
Honolulu, Hawaii 96817  
e-mail: [skawai@hhsc.org](mailto:skawai@hhsc.org)  
phone: (808) 832-3025

#### **1.5.1 CHARTER**

HHSC is a public body corporate and politic and an instrumentality and agency of the State of Hawaii. HHSC is administratively attached to the Department of Health, State of Hawaii and was created by the legislature with passage of Act 262, Session Laws of the State of Hawaii 1996. Act 262 affirms the State's commitment to provide quality health care for the people in the State of Hawaii, including those served by small rural facilities.

#### **1.5.2 STRUCTURE AND SERVICES**

HHSC is organized into four operational regions and provides a broad range of healthcare services including acute, long term, rural and ambulatory health care services. As the fourth largest public health system in the country, HHSC is the largest provider of healthcare in the Islands, other than on Oahu. This solicitation is for Maluhia on the island of Oahu.

#### **1.5.3 MISSION**

The mission of HHSC is to provide and enhance accessible, comprehensive health care services that are quality-driven, customer-focused and cost-effective.

### **1.6 FACILITY INFORMATION**

Detailed information pertaining to HHSC facilities is located at <http://www.hhsc.org>.

## 1.7 SUBMISSION OF QUESTIONS

Questions must be submitted in writing via electronic mail, facsimile or post mail to the Issuing Officer no later than the “Closing Date for Receipt of Questions”, identified in paragraph 1.1 in order to generate an official answer. All written questions will receive an official written response from HHSC and become addenda to the IFB.

### **IMPORTANT**

**BIDDER may request changes and/or propose alternate language to the attached HHSC General and Special Terms and Conditions during this phase only. All requests will be presented to the HHSC Legal Department for review. No requests to change the HHSC General or Special Terms and Conditions will be entertained after the bids have been submitted or during the contracting process. All written questions and/or approved changes will receive an official written response from HHSC and shall be recorded as addenda to the IFB.**

HHSC reserves the right to reject or deny any request(s) made by BIDDER.

Responses by HHSC shall be due to the BIDDER prior to notice of award.

Impromptu, un-written questions are permitted and verbal answers will be provided during pre-bid conferences and other occasions, but are only intended as general direction and will not represent the official HHSC position. The only official position of HHSC is that which is stated in writing and issued in the IFB as addenda thereto.

No other means of communication, whether oral or written, shall be construed as a formal or official response/statement and may not be relied upon.

### **SEND QUESTIONS TO:**

Scott Kawai, Issuing Officer  
e-mail: [skawai@hhsc.org](mailto:skawai@hhsc.org)

## 1.8 SOLICITATION REVIEW

BIDDER should carefully review this solicitation for defects and questionable or objectionable matter. Comments concerning defects and questionable or objectionable matter, **excluding requests to revise the General or Special Conditions**, must be made in writing and should be received by the Issuing Officer, Scott Kawai, no later than the “Closing Date for Receipt of Bids” as identified in Section 1.1. This will allow issuance of any necessary amendments to the IFB. It will also assist in preventing the opening of bids upon which award may not be made due to a defective solicitation package.

## 1.9 IFB AMENDMENTS

HHSC reserves the right to amend the IFB any time prior to the deadline date of the IFB. IFB Amendments will be in the form of addenda.

## 1.10 CANCELLATION OF IFB

The IFB may be canceled when it is determined to be in the best interests of HHSC.

## 1.11 PROTESTS

Any protest shall be submitted in writing to the HOPA as noted below.

A protest based upon the content of the solicitation shall be submitted in writing within five (5) working days **after** the aggrieved individual/business knows or should have known of the facts giving rise thereto; provided further that the protest shall not be considered unless it is submitted in writing prior to and not later than the “Closing Date for Receipt of Bid” identified in section 1.1.

A protest of an award or proposed award shall be submitted within five (5) working days after the posting of award of the contract. The notice of award, if any, resulting from this solicitation shall be posted at the following website:  
<http://leahi.hhsc.org/procurement/notices/>

Any and all protests shall be submitted in writing to the HOPA, as follows:

Derek Akiyoshi  
Hawaii Health Systems Corporation  
Oahu Region  
3675 Kilauea Avenue  
Honolulu, Hawaii 96816

**1.12 PERFORMANCE AND PAYMENT BOND**

Performance and payment bonds shall be required for contracts \$25,000 and higher. At the time of the execution of the contract, the successful Bidder shall file good and sufficient performance and payment bonds, 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.

**1.13 SPECIALTY CONTRACTOR’S LICENSE**

- A. Contractor shall be solely responsible to ensure that all specialty licenses required to perform the Work are covered by the Contractor and/or its subcontractor(s).

**1.14 WORKING HOURS**

- A. Regular working hours for this project shall take place between the hours of 8:00 AM to 4:30 PM Monday through Friday, excluding State Holidays, unless otherwise noted or restricted.
- 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.

**1.15 SPECIAL PROCEDURES DURING BIDDING**

- A. Bid documents will be available upon request from the office of the Chief Executive Officer, at Leahi Hospital, 3675 Kilauea Avenue, Honolulu, HI, 96816.
- B. All bids shall be submitted to the Issuing Officer.
- C. All questions regarding the IFB shall be submitted, in writing, to the Issuing Officer, who shall review the questions and issue any responses via Addendum. Only information received by Addendum shall be binding.
- E. Any visitation to the site to examine the scope of work shall be requested through the HHSC Representative. Disruption of facility operations shall not be permitted.

**SECTION 2**  
**SCOPE OF SERVICES**

**2.0 INTRODUCTION**

**LEAHI HOSPITAL – ADMINISTRATION BUILDING SOFFIT REPLACEMENT**

Work for this project shall include, but is not limited to replacing the roof soffit on the East side of the Administration Building, and miscellaneous associated work.

**2.1 CONTRACT PERIOD**

The work shall be completed within 220 consecutive calendar days.

**2.2 SCOPE OF SERVICES**

- A. The CONTRACTOR shall complete the work specified in the specifications and drawings in APPENDIX C.
- B. Qualifications. The CONTRACTOR shall have:
  - 1. A current and valid license to perform the scope of work.
  - 2. Have been in business for the past three (3) consecutive years.
  - 3. A permanent, on-island office location in conducting business which is accessible to telephone calls. An answering service is not acceptable.

- C. HOSPITAL shall provide:

Technical Representatives who shall have the authority to oversee the successful completion of contract requirements, including monitoring, coordinating and assessing CONTRACTOR performance; placing requests for services; and, approving completed work/services with verification of same for CONTRACTOR's invoices. Technical Representatives will also serve as points of contact for "technical" matters throughout the term of the contract.

## **SECTION 3**

### **Bid Forms and General Conditions**

#### **General Instructions for Completing Forms**

- *Bids shall be submitted in the prescribed format outlined in this IFB*
- *No supplemental literature, brochures or other unsolicited information should be included in the bid packet.*
- *A written response is required for each item unless indicated otherwise.*

#### **3.0 Bid Form**

The bid form must be completed and submitted to HHSC by the required due date and time, and in the form prescribed by the HHSC. Facsimile transmissions shall not be accepted.

Interested bidders shall submit their bid under the interested bidder's exact legal name that is registered with the Department of Commerce and Consumer Affairs and shall indicate this exact legal name in the appropriate space on page 1 of the bid form. Failure to do so may delay proper execution of the Contract.

Interested bidders shall certify its ability to provide services on May 4, 2020 or upon execution of the Contract agreement by both parties. The Hospital reserves the right to apply liquidated damages for the delay in Contract execution on the part of the Contractor.

The interested bidder's authorized signature shall be an original signature in ink. If the Bid Form on Appendix A is unsigned or the affixed signature is a facsimile or a photocopy, the bid shall be automatically rejected.

The option to extend the Contract shall be at the sole discretion of the Hospital and determined to be in the best interests of the State.

#### **3.1 Bid Security**

All lump sum bids of \$25,000 and higher, or lump sum base bids including alternates of \$25,000 and higher, that are not accompanied by bid security are non-responsive.

- a. The bid security shall be in an amount equal to at least five percent (5%) of the lump sum bid or lump sum base bid including alternates or in an amount required by the terms of the federal funding, where applicable.

#### **3.2 General Conditions**

The State of Hawaii INTERIM GENERAL CONDITIONS, dated August 1999, and AMENDMENTS shall be read by the Contractor as they form a part of the Agreement to be entered into between the Contractor and HHSC. The Interim General Conditions are not physically included in these specifications, but are included by reference. Copies of the INTERIM GENERAL CONDITIONS may be obtained from the Division of Public works, Department of Accounting and General Services, State of Hawaii at the following website:

[http://hawaii.gov/pwd/construction\\_bids/Members/qc/gen\\_cond\\_constr](http://hawaii.gov/pwd/construction_bids/Members/qc/gen_cond_constr)



The General Conditions are hereby amended as follows:

- a. The following terms specified in Section 1 are hereby defined:
  - i) Bidder shall have the same definition as Contractor.
  - ii) Comptroller shall be the Chief Financial Officer at HHSC or his authorized representative.
  - iii) Department shall be HHSC or its designee.
  - iv) Engineer shall be the person so designated by HHSC.
  - v) State shall be HHSC or its designee.
- b. Section 1.20 and 1.25 replace "State of Hawaii" with "State".
- c. The last two sentences of the third paragraph of Section 2.1.1.2, in the Interim General Conditions is deleted and is replaced with the following:

" If the notice is faxed, the time of receipt by the CEO's fax machine shall be official. The submittal of intention to bid via fax is acceptable only to this office."
- d. Section 2.1.2.1: second sentence is hereby deleted in its entirety.
- e. Last sentence of paragraph 2.1.2.3 of the Interim General Conditions is amended to read as follows:

"Failure to submit either the required tax clearance certificate or Bid Form will be sufficient grounds for HHSC to refuse to receive or consider the prospective bidder's proposal."
- f. The addresses specified in Section 2.6.1 of the Interim General Conditions shall be changed to Leahi Hospital 3675 Kilauea Avenue Honolulu Hawaii 96816.
- g. Sections 2.10 through 2.11 are hereby deleted in their entirety.
- h. Paragraph 3.8.1 of the Interim General Conditions is amended to read as follows:

"The contract shall be signed and forwarded to HHSC (Contracts Office), by the successful bidder all within three (3) days of receipt of the contract. The performance and payment bonds shall be received by HHSC (Contracts Office) within ten (10) calendar days after the bidders is awarded the contract. No proposal or contract shall be considered binding until the contract has been fully and properly executed by all parties thereto."
- i. In paragraph 3.9.2 of the Interim General Conditions, "ten (10) calendar days after such award or within such further time as the Comptroller may allow" shall be replaced with, "the time allowed in the previous section."
- j. Section 4.1: the words "accepted bid" is deleted from the first sentence.
- k. Section 4.9.3: the words "submission of bids" is replaced with the words "execution of this contract".
- l. Section 5.5: the last sentence is hereby deleted in its entirety and replaced with the following:

“In the event of conflict among the Contract Documents, the order of precedence is listed in paragraph 5 of this contract and is further detailed in the following subparagraphs:”

- m. Sections 5.5.1 and 5.5.2 are hereby deleted in their entirety.
- n. Section 5.8.1: “twenty-four (24)” is hereby changed to “three (3)”.
- o. Section 5.11 is hereby deleted in its entirety.
- p. Section 5.12.4 is hereby deleted in its entirety.
- q. Section 7.3.7.4, subparagraphs a and b: Replace “If the project falls within the State University System, The University of Hawaii” with “HHSC.”
- r. Section 7.4.1 is hereby deleted in its entirety and replaced with the following:

“The Contractor shall prepare, process, obtain, and pay for all permits necessary for the proper execution of the work.”
- s. Section 7.7.2 is amended to read as follows: “The wage rate schedule is attached to this contract.”
- t. Sections 7.14.2, 7.19.2, and 7.19.4: delete “Departments and Agencies and their” and insert “directors” between “officers” and “representatives”.
- u. Section 7.14.4 is hereby added and reads as follows:

“Contractor warrants that it and none of its employees, agents or subcontractors performing services or providing goods pursuant to this Agreement are excluded from participation in federal health care programs, as defined in the Social Security Act (section 1128 and 1128A), and other federal laws and regulations relating to health care. HHSC reserves the right to verify that the above warranty is true and to immediately cancel this Agreement in the event it is violated.”
- v. Section 7.15 delete “and its Departments and Agencies”.
- w. Section 7.21.8.6 — Delete the word “bad” before the words “weather day conditions.”
- x. Section 7.35.1: the last word “earlier” is changed to “later”.

3. CORPORATE COMPLIANCE PROGRAM. A description of the Corporate Compliance Program of HHSC is posted on the HHSC Internet ([www.hhsc.org](http://www.hhsc.org)). The CONTRACTOR, by signing this contract, acknowledges that it has read said description, and that the CONTRACTOR knows of the fact and substance of the Corporate Compliance Program, which governs operations at all facilities of the HHSC. The CONTRACTOR understands and agrees that employees, agents, and contractors performing any services at any of the HHSC facilities shall be fully subject to such Corporate Compliance Program, as may be amended from time to time, as well as all federal program requirements and applicable policies and procedures of HHSC and its facilities. The Corporate Compliance Program requires periodic training, including an orientation program, of all people who provide financial, business office, personnel, coding, medical records information systems and clinical services in the facility. The CONTRACTOR agrees to cause its employees, agents, and contractors who provide any services at any financial, business office, personnel, coding, medical records information systems and clinical services at any of the HHSC facilities to participate in the orientation and training programs.

4. CONFIDENTIAL INFORMATION. It is acknowledged and agreed that all of the trade secrets, business plans, marketing plans, know how, data, contracts, documents, scientific and medical concepts, billing records, personnel records, medical records of any kind, and referral resources for existing or future services, products, operations, management, business, pricing, financial status, valuations, business plans, goals, strategies, objectives and agreements of HHSC and any of its facilities, affiliates or subsidiaries, and all patient information, in any form, whether written, verbal, or electronic, are confidential (“Confidential Information”); provided, however, that Confidential Information, with the exception of patient information, shall not include information that is in the public domain.
5. CONTRACTOR EXCLUSION FROM FEDERAL PROGRAMS. CONTRACTOR warrants that it and none of its employees, agents or subcontractors performing services or providing goods pursuant to this Agreement are excluded from participation in federal health care programs, as defined in the Social Security Act (section 1128 and 1128A), and other federal laws and regulations relating to health care. Leahi Hospital reserves the right to verify that the above warranty is true and to immediately cancel this Agreement in the event it is violated.
6. CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS. CONTRACTORS are hereby notified of the applicability of Section 11-205.5, 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. For more information, please consult with the Campaign Spending Commission, or visit its website, [www.hawaii.gov/campaign](http://www.hawaii.gov/campaign).

(END OF SECTION)

**SECTION 4**  
**BID EVALUATION AND AWARD**

**4.0 Bid Evaluation**

Each bid offer will be reviewed for exact conformity of the requirements in the IFB, known as a responsible bid. Information provided in/with the bid offer will be used to determine whether the interested bidder has the technical and financial capacity to deliver the goods or services, known as a responsive bid.

**4.1 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.
- B. In the event the total lump sum bid of all bidders exceeds the project control budget, HHSC 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. The option to extend the Contract will be at the sole discretion of the HHSC. Nothing in this IFB shall be construed or interpreted to mean that the Hospital is obligated to exercise the 12-month option period. The Contract may be extended, without the necessity of rebidding, at the same rates as proposed in the original bid, unless price adjustments are made and agreed upon by HHSC.

**4.2 Contract Execution**

Upon receipt of the Contract document, the CONTRACTOR shall have ten (10) business days to execute and return the Contract to the Issuing Officer. Explicit execution instructions will accompany the Contract. A copy of the fully executed Contract will be provided the CONTRACTOR within seven (7) business days of Contract execution.

Award of Contract may be withdrawn if the CONTRACTOR is unable to meet Contract execution requirements.

(END OF SECTION)

## **SAMPLE BID TRANSMITTAL COVER LETTER**

Dear Mr. Kawai,

(Name of Business) proposes to provide any and all goods and services as set forth in the “Invitation for Bid” for Leahi Hospital – Administration Building Soffit Replacement IFB No. 20L-0010, for which fees/costs have been set. The fees/costs offered herein shall apply from XXX, 2020 to XXX, 2022.

It is understood and agreed that (Name of Business) have read HHSC’s Scope of Services described in the IFB and that this bid is made in accordance with the provisions of such Scope of Services. By signing this bid, (Name of Business) guarantee and certify that all items included in this bid meet or exceed any and all such Scope of Services. (Name of Business) agree, if awarded the contract, to provide the goods and services set forth in the IFB; and comply with all terms and conditions indicated in the IFB; and at the fees/costs set forth in this bid. The following individual(s) may be contacted regarding this bid: \_\_\_\_\_

**Other information:**

Address:		Federal Tax ID #:	
Phone No.:		Hawaii GET ID #:	
E-mail address:			

(Name of Business) is a: ☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ Joint Venture Other (Specify) \_\_\_\_\_

State of Incorporation is: (Specify) \_\_\_\_\_

Year of Business started: \_\_\_\_\_

The exact legal name of the business under which the contract, if awarded, shall be executed is: \_\_\_\_\_

(Authorized Bidder’s Signature, Printed Name/Title; Corporate Seal or Notarized)

**IFB No. 20L-0010**  
**Leahi Hospital – Administration Building Soffit Replacement**

**BID FORM**

After carefully examining the bid documents, drawings and specifications identified above, the Bidder proposes to furnish at its own expense all necessary labor, materials, tools and equipment to complete the work according to the true intent and meaning of the drawings and specifications, all for the Lump Sum Base Bid of:

\_\_\_\_\_ DOLLARS (\$\_\_\_\_\_)

(Schedule of Values must be submitted with the Bid).

Respectfully Submitted:

\_\_\_\_\_  
 Signature / Printed Name

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Title

**OTHER CONDITIONS**

1. Bidder agrees to pay liquidated damages to the HHSC to be specified.
2. By submitting this proposal, the Bidder is declaring that its firm has not been assisted or represented on this matter by an individual who has, in a County capacity, been involved in the subject matter of this contract in the past two years;
3. Anti-collusion certification. In accordance with HAR 3-122-192, by submitting this proposal, the Bidder is declaring that the price submitted is independently arrived at without collusion.
4. Certification for Safety and Health Program for bids 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 Notice to Proceed date of this project. Details of the requirements of this plan may be obtained from the Department of Labor and Industrial Relations, Occupational Safety and Health Division (HIOSH); and
5. Upon the acceptance of the proposal by the HHSC, the Bidder must enter into and execute a contract for the same and furnish a Performance and Payment bond, as required by law.

**RECEIPT OF ADDENDA**

Receipt of the following addenda issued by HHSC is acknowledged by the date (s) of receipt indicated below:

Addendum No. 1 \_\_\_\_\_

Addendum No. 3 \_\_\_\_\_

Date

Addendum No. 2 \_\_\_\_\_

Addendum No. 4 \_\_\_\_\_

It is understood that failure to receive any such addendum shall not relieve the Bidder from any obligation under this Proposal as submitted.

ALL JOINT CONTRACTORS OR SUBCONTRACTORS TO BE ENGAGED ON THIS PROJECT

The Bidder certifies that the following is a complete listing of all joint contractors or subcontractors covered under Chapter 444, Hawaii Revised Statutes, who will be engaged by the Bidder on this project to perform the nature and scope of work indicated and understands that failure to comply with this requirement may be just cause for rejection of the bid.

The Bidder further understands that only those joint contractors or subcontractors listed shall be allowed to perform work on this project and that all other work necessary shall be performed by the Bidder with his own employees. If no joint contractor or subcontractor is listed, it shall be construed that all of the work shall be performed by the Bidder with its own employees.

The Bidder must be sure that it has and that the subcontractor(s) listed in the proposal have all the necessary specialty licenses needed to perform the work for this project. The Bidder shall be solely responsible for assuring that all the specialty licenses required to perform the work are covered in its bid.

The Bidder shall include the license number of the joint contractors or subcontractors listed below. Failure to provide the correct names and license numbers as registered with the Contractor's Licensing Board may cause rejection of the bid submitted.

Complete Firm Name  
Joint Contractor or  
Subcontractor for  
Lump Sum Base Bid

License  
Number

Nature and Scope  
of Work to be  
Performed


Enclosed herewith:

- |    |                      |   |
|----|----------------------|---|
| 1. | Surety Bond (*1)     | ) |
| 2. | Legal Tender (*2)    | ) |
| 3. | Cashier's Check (*3) | ) |
| 4. | Certified Check (*3) | ) |

(Cross Out Those Not Applicable)

in the amount of:

\_\_\_\_\_ DOLLARS (\$\_\_\_\_\_).

as required by law.

Respectfully submitted,

\_\_\_\_\_  
Name of Company, Joint Venture or Partnership

\_\_\_\_\_  
License

By \_\_\_\_\_  
Signature (\*4)

Title \_\_\_\_\_

Date: \_\_\_\_\_

(CORPORATE SEAL)  
(\*5)

NOTES:

1. Surety bond underwritten by a company licensed to issue bonds in this State;
2. Legal tender; or
3. A cashier's or a certified check accepted by, and payable on demand to the HHSC by a bank, a savings institution, or credit union insured by the Federal Deposit Insurance Corporation.
  - a. These instruments may be utilized only to a maximum of \$100,000.
  - b. If the required security or bond amount totals over \$100,000, more than one instrument not exceeding \$100,000 each and issued by different financial institutions shall be accepted.
4. Please attach to this page evidence of the authority of this officer to submit bids on behalf of the Company, and also the names and residence addresses of all officers of the Company.
5. Fill in all blank spaces with information asked for or bid may be invalidated. PROPOSAL MUST BE INTACT. MISSING PAGES MAY INVALIDATE YOUR BID.

END OF BID FORM



## **APPENDIX C**

S P E C I F I C A T I O N S

FOR

FURNISHING LABOR AND MATERIALS

REQUIRED FOR

**LEAHI HOSPITAL**

**ADMINISTRATION BUILDING  
SOFFIT REPLACEMENT**

3675 KILAUEA AVE.  
HONOLULU, OAHU, HAWAII

TMK: 03-03-031:001

FOR THE

HAWAII HEALTH SYSTEMS CORPORATION (HHSC)

STATE OF HAWAII

ARCHITECT: PACIFIC ARCHITECTS, INC.  
ENVIRONMENTAL: ENVIROQUEST, INC.

FEBRUARY 2020

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## 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 §3-1222-112 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. Prospective Bidders shall submit their "Intention to Bid".
- D. Bidders shall submit the "Sealed Bid Form", bid bond (if required), tax clearances, Hawaii business certificates, and any other documents required by the bidding 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 HHSC 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 the Contract Requirements. Bidders are also directed to "Section 00800 – Special Conditions" of these specifications for definitions and modifications to the GENERAL CONDITIONS.

#### 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 ADDENDA, CLARIFICATIONS

- A. Addenda: The HHSC may periodically issue an addendum that may increase or decrease the scope of work or contract time, provisions or conditions. The HHSC will make the addenda available online on the facility website. Bidders are responsible for the information contained in the addenda or bid clarification whether or not the Bidder receives the addenda or clarification.
- B. Bidders discovering an ambiguity, inconsistency or error when examining the bidding documents or the site and local conditions or bidders with questions or clarification requests shall send their written requests (email or fax notification are acceptable) to the Contract Manager. Bidders shall comply with the following procedures:
  - 1. Identify each request with the Project Name and HHSC Project Number.
  - 2. Indicate the appropriate section number, paragraph, drawing and detail number, schedule or other identifier.
  - 3. The request should be brief, concise, but complete enough to properly evaluate and determine the merits or non-merits of the question or request.
- C. Bidders shall make any requests for clarifications no later than fourteen (14) calendar days prior to the submission date for sealed bids. Refer to the "Notice to Bidders" for submission date.
- D. HHSC will respond to important requests or clarifications by way of addenda. HHSC may not address or respond to all bidders inquiries, if the HHSC determines the request is unimportant or not required to disseminate to all Bidders.

#### 1.04 SEALED BID FORM (BID FORM)

- A. Bidder shall fill out the "Sealed Bid Form" completely. Write in ink or type. Besides the following paragraphs with instructions, there are supplemental Bidder's Instructions within the text of the "Sealed Bid Form" and bidders shall comply with the instructions. Do not alter the "Sealed Bid Form", and maintain the form intact.
- B. RECYCLED PRODUCT PREFERENCE is not applicable to this project.
- C. OTHER CONDITIONS: Bidder acknowledges and agrees to the provisions and certifications stated in this article.
- D. RECEIPT OF ADDENDA: Bidder shall fill in the appropriate dates any addenda were received.

E. 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, license numbers, specialty class number, classification description and to indicate that the specialty contractor is required for this project, 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-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-42a, and C-42b.
6. The table that lists the specialty contractor' classifications in the bid form is from the Department of Commerce and Consumer Affairs' (DCCA) website [www.state.hi.us/dcca/har/index.html](http://www.state.hi.us/dcca/har/index.html). Bidders shall provide the appropriate classifications numbers and descriptions for any specialty contractors that are not included in the bid form and bidders are directed to the DCCA web site for the latest updated list.
7. Instructions to complete the Joint Contractors or Subcontractors List:

- a. Determine the specialty contractor classification(s) required for this project and provide the complete firm name and license number of the joint contractor or subcontractor in the respective columns. If the bidder is a general contractor and providing the work of the required specialty contractor classification, fill in the bidder's (general contractor's) license number and name.
  - b. List only one joint contractor or subcontractor per required specialty contractor's classification.
  - c. For projects with alternate(s), fill out the respective "Joint Contractors or Subcontractors List for the Alternate(s)." Bidder shall determine the specialty contractor's classification and description required for the respective alternate. Bidders shall fill in the complete class number, class description, firm name and license number of the respective joint contractor or subcontractor. The bidder shall not include any joint contractor or subcontractor previously listed for the base bid.
- F. **COST AND TIME:** Bidder shall completely fill out the article and enter the cost for the Project Bid Price, and Alternates when provided. Bidder shall tabulate the Project Bid Price, and Alternates 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 paragraph "B" for the list of contract times and dates which may include: contract duration, project start date, jobsite start date, jobsite completion, contract completion date and construction time for alternates. Bidder shall refer to "Section 01100" of these specifications for additional construction time information, as applicable.
- G. **SIGNATORY PAGE:** Bidder shall completely fill out article (page). Bidder shall indicate if it is a "Hawaii Business" or a "Compliant Non-Hawaii Business." Also, bidder shall refer to Bidder's Instructions located within the article.

#### 1.05 EVALUATION CRITERIA

- A. **EVALUTATING BIDS:** The lowest responsive, responsible bid is determined by the following procedures:
1. 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.
2. Project control budget is established prior to the submission of bids.

#### 1.06 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.
- B. In the event the total lump sum bid of all bidders exceeds the project control budget, HHSC 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.

#### 1.07 OTHER CONDITIONS FOR AWARD

- A. The Chief Procurement Officer may reject any or all bids and waive any defects if the Chief Procurement Officer believes the rejection or waiver is in the best interest of HHSC.
- B. The Chief Procurement Officer may hold all bids up to 60 calendar days from the date bids were opened. Unless otherwise required by law, bids may not be withdrawn without penalty.
- C. The award of the contract is conditioned upon funds made available for the project (or projects if applicable)

#### 1.08 COMPLIANCE WITH §3-122-112 HAR:

- A. As a condition for award of the contract and as proof of compliance with the requirements of 103D-310(c) HRS, the bidder shall meet the "Hawaii Business" or "Compliant non-Hawaii Business" requirements and shall provide the following documents:
  1. Department of Taxation (DOTAX) and the IRS tax clearance certificates.
  2. Department of Labor (DLIR) certificate of compliance.
  3. Department of Commerce and Consumer Affairs (DCCA), Business Registration Division (BREG) certificate of good standing.
    - a. A Hawaii business that is a sole proprietorship is not required to register with the BREG and therefore not required to submit the DCCA, BREG "Certificate of Good



Standing.”

- B. The apparent three low bidders shall furnish the required documents to HHSC within seven calendar days from the bid opening date. If a valid certificate is not submitted on a timely basis for award of a contract, a bidder otherwise responsive and responsible may not receive the award. Bidder is responsible to apply for and submit the documents by the required deadlines.

## PART 2 - PRODUCTS (Not Used)

## PART 3 - EXECUTION

### 3.01 REQUIRED DOCUMENTATION FOR HAWAII BUSINESS OR COMPLIANT NON-HAWAII BUSINESS (§3-122-112 HAR)

- A. TAX CLEARANCE REQUIREMENTS (HRS Chapter 237): Bidder shall obtain a tax clearance certificate from the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate is ~~are~~ valid for six months from the most recently approved stamp date on the certificate; the certificate must be valid on the date received by HHSC.
  - 1. DOTAX *TAX CLEARANCE APPLICATION* Form A-6 (Rev 2003) is available at DOTAX and IRS (State of Hawaii) offices or DOTAX website, and by mail or fax.
    - a. DOTAX website: <http://www.state.hi.us/tax/alphalist.html#a>
    - b. DOTAX forms by fax/mail: (808) 587-7572 or 1-800-222-7572
  - 2. Mail, fax or submit in person completed tax clearance application forms to the Department of Taxation, Taxpayer Services Branch or to the address listed on the application. Facsimile numbers are:
    - a. DOTAX: (808) 587-1488
    - b. IRS: (808) 539-1573
  - 3. DOTAX will return the form to the bidder. The bidder is reminded that it is responsible to submit the applications for the tax clearance directly to DOTAX or IRS and not to HHSC.
- B. DLIR CERTIFICATE of COMPLIANCE (HRS Chapter 383 - Unemployment Insurance, Chapter 386 - Workers' Compensation, Chapter 392 - Temporary Disability Insurance, and 393 – Prepaid Health Care): Bidder shall obtain a certificate of compliance from the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six months from the date of issue; certificates must

be valid on the date received by HHSC.

1. *DLIR APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH SECTION 3-122-112 HAR*, Form LIR#27 is available at DLIR website or at the neighbor island DLIR District Office.
  - a. DLIR website: <http://www.dlir.state.hi.us/LIR#27>
2. Mail, fax or submit in person completed application form to the Department of Labor and Industrial Relations, Administrative Services Office at the address listed on the application.
3. DLIR will return the form to the bidder. The bidder is reminded that it is responsible to submit the application for the certificate directly to DLIR and not to HHSC.

C. DCCA CERTIFICATE OF GOOD STANDING: Bidder shall obtain a certificate of good standing issued by the Department of Commerce and Consumer Affairs (DCCA), Business Registration Division (BREG). The certificate of good standing is valid for six months from the date of issue; certificates must be valid on the date received by HHSC.

1. *DCCA CERTIFICATE OF GOOD STANDING* is available from the business registrations website or by telephone. Bidders are advised there are costs associated with registering and obtaining the certificate.
  - a. DCCA form website: <http://www.BusinessRegistrations.com>
  - b. DCCA telephone: (808) 586-2727, M - F 7:45 to 4:30 HST
2. Submit the application per DCCA's requirements.
3. DCCA will return the form to the bidder. The bidder is reminded that it is responsible to submit the application for the certificate directly to DCCA and not to HHSC.

END INSTRUCTION TO BIDDERS

## SECTION 00800 - SPECIAL PROVISIONS

### PART 1 - GENERAL

#### 1.01 SUBSTITUTION REQUESTS

- A. Written substitution requests must be submitted with your Invitation for Bid (IFB) in accordance with IFG Section 3. All substitutions will be reviewed and approved in accordance with the GTC.
- B. Substitution requests by FAX are not acceptable.

#### 1.02 PROJECT CONTACT PERSON

- A. HHSC Representative – For access to the site.

NAME: Mr. Ron Kurasaki  
POSITION OR TITLE: Project Manager  
TELEPHONE NUMBER: (808) 486-8048

- B. Project Coordinator - For questions and clarifications during bidding and Requests for Substitutions.

NAME: Mr. Clifford Murakami  
POSITION OR TITLE: Project Architect  
TELEPHONE NUMBER: (808) 949-1601  
Email: cmurakami@pacarchitects.com

- C. Procurement Agency – For questions regarding proposal and contract requirements.

NAME: Mr. Scott Kawai  
POSITION OR TITLE: Contracts Manager  
TELEPHONE NUMBER: (808) 832-3025  
Email: SKawai@hhsc.org

#### 1.03 OFFEROR'S RESPONSIBILITY FOR EXAMINING PLANS, SPECIFICATIONS AND SITE OF WORK

- A. Offerors herewith refers to sub-contractors, suppliers, manufacturer's representatives as well as contractors.

#### 1.04 LIQUIDATED DAMAGES

- A. The time of completion for the Work shall be within 220 consecutive calendar days from the official commencement date of the Notice to Proceed (NTP).
- B. In accordance with the General Conditions, upon failure to complete 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 Department in the amount of \$250.00 per calendar day of delay.
- C. In accordance with the General Conditions, PROJECT ACCEPTANCE DATE, for 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 HHSC, in the amount equal to ten percent (10%) of the liquidated damages per calendar day of delay.

- D. In accordance with the General Conditions FINAL SETTLEMENT OF THE CONTRACT, for failure to submit closing documents within the time or times fixed in the contract or extension thereof, it is agreed that the Bidder shall pay liquidated damages to HHSC in the amount equal to five percent (5%) of the liquidated damages per calendar day of delay.

1.05 SPECIALTY CONTRACTOR'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).

1.06 WORKING HOURS

- A. The regular working hours for this project is from 8:00 AM to 4:30 PM Monday through Friday, excluding State Holidays, unless otherwise noted or restricted under "Section 01100". The Working Hours provisions of specification "Section 01100" shall govern over this article 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, "Overtime And Night Work Section" and under specification "Section 01100".

1.06 SPECIAL PROCEDURES DURING BIDDING

- A. Bid documents will be available online and from the Contracts Manager's office, at Maluhia, 1027 Hala Drive, Honolulu, HI, 96817.
- B. All bids shall be submitted to the Contracts Manager.
- C. All questions regarding the plans and specifications shall be submitted, in writing, to the Architect. The Architect will review the questions and issue any responses via Addendum. Only information received by Addendum shall be binding.
- D. All questions regarding the proposal or contractual requirements shall be submitted, in writing to the Contracts Manager. The Contracts Manager will review the questions and issue any responses via Addendum. Only information received by Addendum shall be binding.
- E. Any visitation to the site to examine the scope of work shall be requested through the HHSC Representative. Disruption of facility operations shall not be permitted.

1.07 PROCEDURES DURING CONSTRUCTION

- A. Upon issuance of the Notice to Proceed, the Contractor shall submit a work schedule for review and discussion. The work schedule shall be updated on a weekly or bi-weekly basis as directed by the Architect.
- B. On a weekly or bi-weekly basis, the Contractor shall conduct a progress meeting with the Hospital and Architect. The meeting will discuss the progress of the construction, discussion of problems, and review of outstanding issues. The Contractor shall conduct the meeting and prepare the meeting notes and minutes and distribute to all parties.
- C. During the construction, submittals and RFIs shall be submitted to the Architect for review and action. To expedite the review, the Contractor may make submittals via email.
- D. Periodic requests for payment shall be submitted to the Architect for review and confirmation. Approved requests for payment will be forwarded to the Contracts Officer for processing of payment.
- E. Upon substantial completion of the project, the Contractor shall submit in writing to the Architect a request for a pre-final inspection. The Contractor shall have completed their own inspection and completed all noted discrepancies. Include with the request for the pre-final inspection a list of all outstanding work not completed or corrected.
- F. Upon conducting a pre-final inspection, the Architect shall prepare a punchlist of noted discrepancies for the Contractor's remedial action. A final inspection will be performed upon completion of all punchlist items.

#### 1.08 PROJECT RESTRICTIONS

- A. The Contractor is informed that the facilities will be fully occupied and work shall be performed in close coordination with the HHSC representative. Work shall be phased and may be limited to one area at a time. If work will require the relocation of clients from the work area, time shall be allocated for the Hospital to conduct this relocation. Scheduling of the work shall be closely monitored and work performed to minimize the disruption to the remaining areas of the facility. All work schedules shall be approved by HHSC prior to starting.
- B. Staging and storage of materials on-site is limited and shall not be allowed unless coordinated and approved with the HHSC representative. Contractor may be required to store materials off-site at his own expense.
- C. Parking on-site is limited and may be restricted to only active delivery of materials and equipment. Coordinate with the HHSC representative. If on-site parking will not be available, the Contractor shall park off-site.
- D. The above restrictions shall be considered in the work of this project and shall be included in the Contractor's cost. No additional compensation shall be made for not considering these restrictions.

#### PART 2 - MATERIALS (Not Used)

## PART 3 - EXECUTION

### 3.01 FINAL PAYMENT REQUIREMENTS

- A. In addition to the requirements in the GENERAL CONDITIONS "Final Payment" section, the contractor shall submit"
  - 1. Tax clearance certificate from DOTAX and IRS, current within two months of the issuance date; and
  - 2. An originally signed Certificate of Compliance for Final Payment (SPO Form - 22, modified), affirming that the contractor remained in compliance with all laws as required by (§3-122-112 HAR). A contractor making a false affirmation shall be suspended and may be debarred pursuant to section 103D-702 HRS.

END OF SECTION

## SECTION 01019 - GENERAL PROJECT REQUIREMENTS

### PART 1 - GENERAL

#### 1.01 SUMMARY OF WORK

- A. Perform operations and furnish equipment, tools, materials, related items and labor necessary to execute, complete and deliver the Work as required by the Contract Documents.

#### 1.02 DIVISION OF WORK

- A. 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
- B. 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.
- C. 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", "an", and "the" are intentional. Omitted words and phrases shall be provided by inference to form complete sentences
- D. Specifying of interface and coordination in the various Specification Sections is provided for information and convenience only. Such requirements in the various Sections shall complement the requirements of this Section.

#### 1.03 NOTIFICATION

- A. Contact the Architect and HHSC Representative at least five (5) working days prior to starting any onsite work.

#### 1.04 SAFETY REQUIREMENTS

- A. The Hawaii Occupational Safety and Health Law, Chapter 396, Hawaii Revised Statutes, effective May 16, 1972, as amended, is applicable and made a part of the Contract. Carefully read and strictly comply with its requirements.
- B. Protect the facility personnel, students, and the public whenever power driven equipment is used. Ensure adequate safety precautions are used when operating any power driven equipment.

#### 1.05 PERFORMANCE AND COORDINATION

- A. Contractor shall be in charge of the Work and the Project Contract Limits, as well as the directing and scheduling of all work. Contractor shall

include general supervision, management and control of the Work of this project, and in addition to other areas more specifically noted throughout the Specifications. Final responsibility for performance, interface, and completion of the Work and the Project shall be the Contractor's.

- B. Jobsite Administration shall be the responsibility of the Contractor. Provide a competent superintendent on the job and provide an adequate staff to execute the Work. In addition, all workers shall dress neatly 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 HHSC Technical Representative.
- C. The HHSC and/or Hospital 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.
  - 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 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.
  - 4. Materials, equipment, component parts, accessories, incidental items, connections, and services required to complete the Work which is not provided by subcontractors shall be provided by the Contractor.

#### 1.06 COOPERATION WITH OTHER CONTRACTORS

- A. The Hospital 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 HHSC Representative, conduct its work so as not to interfere with or hinder the



progress or completion of the work performed by the Hospital or other contractors.

#### 1.07 SUBMITTALS

- A. 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. Record Drawings: Field Posted As-Built Drawings, the intent of which is to record the actual in-place construction so that any future renovations or tie-ins can be anticipated accurately, shall be prepared and submitted by the Contractor. To accomplish this, the following procedure shall be followed by the Contractor:
1. A full-size set of field posted as-built drawings shall be maintained at the job site. All deviations from alignments, elevations and dimensions which are stipulated on the drawings and authorizations given by the HHSC Technical Representative to deviate from the drawings shall be clearly and accurately recorded by the Contractor on this set of record drawings.
  2. Changes shall be recorded immediately after they are constructed in place to assure they are not forgotten. Record the changes in red pencil and where applicable, refer to the authorizing document or Change Order. The field posted as-built drawings shall be made available to the Architect and HHSC Technical Representative at any time so that its clarity and accuracy can be monitored.
  3. The words "FIELD POSTED AS-BUILT" shall be labeled on the title sheet and certified by the Contractor as to accuracy and completeness as shown below:

#### FIELD POSTED AS-BUILT

Certified By: \_\_\_\_\_ Date: \_\_\_\_\_  
Contractor (Include name and company)

4. The words "FIELD POSTED AS-BUILT" shall be labeled on all sheets in the margin space to the right of the sheet number written from the bottom upward.
5. The Index to Drawings shall be revised with the label "FIELD POSTED AS-BUILT" for each sheet. The index shall conclude with the following note: "A COMPLETE SET CONTAINS \_\_\_\_\_ SHEETS" with the total number of sheets comprising the set to be placed in the blank.

6. Any "FIELD POSTED AS-BUILT" drawing which the Architect determines does not accurately record the deviation may be corrected by the Architect and the Contractor shall be charged for the services.
7. Submit the set of "FIELD POSTED AS-BUILT" drawings to the Architect and notify the HHSC Technical Representative no later than five (5) calendar days prior to the date of final inspection.
8. "AS-BUILT" drawings will be prepared by the design consultant using the "FIELD POSTED AS-BUILT". Both sets of drawings will be sent to the Contractor for review and approval. The Contractor shall retain the "FIELD POSTED AS-BUILT" drawings for records, sign the "AS-BUILT" set of drawings, indicating approval, and return the drawings in a timely manner to the Architect and notify the HHSC Representative.

1.08 CONSTRUCTION SCHEDULE:

- A. The Construction Schedule completion date will be approved prior to award. The daily activities of the Construction Schedule will be reviewed within fifteen (15) calendar days after the Notice to Proceed or upon earlier written instruction by HHSC.
- B. The schedule shall be related to the entire project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the work. If requested by the Architect or HHSC Representative, the Contractor shall participate in a preliminary meeting to discuss the proposed schedule and requirements prior to submission of the schedule.
- C. Contractor shall prosecute the work according to the Schedule. The Architect and HHSC Representative shall rely on the reviewed Contractor's Schedule and regular updates for planning and coordination. The HHSC Representative's review of the Contractor's Construction Schedule does not relieve the Contractor of its obligation to complete the work within the allotted contract time. Nor does the review grant, reject or in any other way act on the Contractor's request for adjustment(s) to complete remaining contract work, or for claims of additional compensation. Such requests shall be processed in accordance with other relevant provisions of the contract.
- D. If the Architect issues a Field Order or Change Order or requires Force Account Work that affects the sequence or duration of work activities noted on the construction progress schedule, the Contractor shall promptly update the schedule. This shall be accomplished by adding, deleting or revising the work activities noted, or changing the logic in the schedule to show the Contractor's plan for incorporating the change into the flow of work. All Change Orders and Time Extension requests that

affect the construction schedule shall be evaluated based on their impact on the approved Construction Schedule.

#### 1.09 MEETINGS

- A. Contractor shall meet with the hospital's representative, weekly or other interval as determined, to discuss the progress of the Work.
- B. For each meeting, Contractor shall take meeting minutes and provide a list stating all items, work or material, which may cause a delay or have an impact on the project's contractual dates. The list shall be inclusive of items requiring action from all responsible parties such as outstanding submittal status, request for information (clarification), force account work, change order, and change proposals. The format of this list shall be at the Contractor's discretion, subject to the Architect's approval. Submit the list to all parties for discussions as a meeting agenda. Contractor shall provide a plan of corrective action for any item, which is delayed or expected to be delayed, where that item impacts the contractual dates.

#### 1.10 PROJECT AND SITE CONDITIONS

- A. Project Contract Limits (Contract Zone Limits) shown on the drawings indicate only in general the limits of the work involved. Perform necessary and incidental work, which may fall outside of these demarcation lines. Confine construction activities within the Project Contract Limits and do not spread equipment and materials indiscriminately about the area.

#### 1.11 SANITARY FACILITIES

- A. The Contractor shall be allowed to utilize on-site restrooms as directed by the Architect and/or HHSC Representative. The Contractor shall maintain the facility in clean and sanitary condition at all time. Failure to do so, may require the Contractor to provide portable temporary toilet facilities for the contractor's use.

#### 1.12 CONSTRUCTION AIDS

- A. Provide construction aids and equipment required by construction personnel and to facilitate execution of the Work including: scaffolds, ladders, ramps, platforms, railings, and other such facilities and equipment.

### PART 2 - MATERIALS

#### 2.01 QUALITY

- A. Materials, items, equipment and fixtures specified in the various Divisions and Sections shall be new unless otherwise specified.

#### 2.02 STORAGE AND HANDLING

- A. Contractor shall supervise jobsite delivery and handling, and assign storage space for materials, items, equipment and fixtures of all trades. Contractor and installer are responsible for delivery, unloading, unpacking, handling, storage, distribution, installation and protection of its materials at the jobsite.
- B. Except as otherwise required by these specifications or by the Hospital, determine and comply with manufacturer(s) recommendation(s) on product handling, storage and protection.
- C. Deliver products to the jobsite in manufacturer's original containers, with labels intact and legible. Maintain packaged material with seals unbroken and labels intact until time of use. Promptly remove damaged materials and unusable items from the jobsite, and promptly replace with material meeting the specified requirements, at no additional cost to the Hospital.
- D. The Architect may reject as non-complying such material and products that do not bear identification satisfactory to the Architect as to manufacturer, grade, quality, and other pertinent information.

### PART 3 - EXECUTION

#### 3.01 EXAMINING THE SITE

- A. Contractor and Subcontractors are expected to visit the site and make due allowances for difficulties and contingencies to be encountered. Compare contract documents with work in place. Become familiar, with existing conditions, the conditions to be encountered in performing the Work, and the requirements of the drawings and specifications.
- B. Verify construction dimensions and elevations indicated on the drawings before any construction begins. Any discrepancy shall be immediately brought to the attention of the Architect, and any change shall be made in accordance with the Architect's instruction. Contractor shall not be entitled to extra payment if it fails to report the discrepancies before proceeding with any work whether within the area affected or not.
- E. Obtain all field measurements required for the accurate fabrication and installation of the Work included in this Contract. Exact measurements are the Contractor's responsibility.
- F. Furnish or obtain templates, patterns, and setting instructions as required for the installation of all Work. All dimensions shall be verified in the field.
- G. The Contractor shall accept the site in the condition which exists at the time access is granted to begin the Work.
  - 1. Verify existing conditions and dimensions shown and other dimensions not indicated but necessary to accomplish the Work.

2. Locate general reference points and take action to prevent their destruction. Lay out work and be responsible for lines, elevations and measurements and the work executed. Exercise precautions to verify figures and conditions shown on drawings before layout of work.
3. Before starting the Work, the Contractor and each Subcontractor, shall verify governing dimensions and shall examine adjoining work on which the Contractor's work is in any way dependent. No additional compensation will be allowed on account of differences between actual measurements and dimensions shown. Submit differences discovered during the verification work to the Architect for interpretations before proceeding with the associated work.

### 3.03 UTILITY SERVICE

- A. Electricity - Make arrangements with the facilities for temporary use of electricity for construction use.
- B. Telephone - Make arrangements with the utility companies for temporary telephone service for construction use or utilize cellular phone service.
- C. Water - Make arrangements for temporary water use with the facilities.

### 3.04 ENVIRONMENTAL

- A. General Contractor shall oversee that proper environmental conditions are met regarding temperature, humidity, lighting and ventilation.

### 3.05 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 such recipient surfaces and determine their suitability to receive required additional construction and finishes. Contractor, at its expense, shall make whatever repairs and conditioning required to properly prepare such surfaces. Contractor shall coordinate the work to provide a suitable surfaces to receive following work.
- C. Commencement of work by any trade will be construed as acceptance of existing conditions and surfaces as being satisfactory for application of subsequent work, and full responsibility for finished results and assumption of warranty obligations under the Contract.

- D. Protect existing work in a manner to prevent damage including interior work from 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: In event of damage, promptly make replacements and repairs to the approval of the Architect and/or HHSC Representative and at no additional cost to the Hospital. Additional time required to secure replacements and to make repairs will not be considered to justify an extension in the Contract Time or completion.

### 3.06 BARRICADE

- A. Erect temporary construction barricade(s) to prevent unauthorized persons from entering the project area and to the extent required by the Architect and/or HHSC Representative.
- B. Maintain temporary construction barricade(s) throughout the duration of the Work. During the course of the project, the Architect and/or HHSC Representative may require additional barricades be provided for the safety of the public. Contractor shall erect the additional barricade(s) at its own expense.

### 3.07 INSTALLATION

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

### 3.08 CUTTING AND PATCHING

- A. General Contractor shall oversee cutting and patching of concrete, masonry, structural members and other materials where indicated on drawings and as job conditions require. Unless noted elsewhere in the Drawings and Specifications, no cutting or patching of existing or new structural members will be permitted without previously notifying the HHSC Technical Representative.
- B. Patching materials and workmanship shall be of equal quality to that indicated on the drawings, specified for new work, and/or to match the construction of item to be patched.

### 3.09 CLEAN-UP

- A. Rubbish and debris resulting from work of the various Divisions and Sections of the specifications shall be collected and disposed of by the Contractor at legal disposal areas away from the project site. Clean up and remove from premises all debris accumulated from operations from time to time and as directed by the Architect and/or HHSC Representative. Permission to provide on-site trash containers shall be granted by the Hospital and shall be placed where directed by the Architect and/or HHSC Representative.

END OF SECTION

## SECTION 01100 - SUMMARY

### PART 1 - GENERAL

#### 1.01 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: The work shall generally consist of replacement of roof soffit on the East side of the Administration Building, and miscellaneous work as indicated on the drawings and specified herein.
  - 1. Project Location: Leahi Hospital, 3675 Kilauea Ave., Honolulu, Hawaii.
- B. Perform operations and furnish equipment, 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 Architect.
- 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. Definitions

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, installation, and similar operations.
4. Install: The term “install” describes operations at project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
5. Provide: The terms “provide” or “provides” means to furnish and install, complete and ready for the intended use.
6. Installer: An installer is the contractor or another entity engaged by contractor as an employee, subcontractor, or sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.

7. Submit: Terms such as “submit,” “furnish,” “provide,” and “prepare” and similar phrases in the context of a submittal, means to submit to the Contracting Officer.

C. Industry Standards

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

1.04 WORK SEQUENCE

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

1.05 USE OF PREMISES AND WORK RESTRICTIONS

- A. General: Contractor shall have full use of construction zone for construction operations, including restricted use of project site, during construction period. Contractor's use of premises is limited only by State's right to perform work or to retain other contractors on portions of the project site.
- B. Contractor's use of premises is restricted as follows:
1. Construction Times and Schedule:
    - a. The Contractor shall coordinate the work schedule with the Architect and/or HHSC Representative. An advanced notice of 15 calendar days shall be provided prior to the start of work. Work can be scheduled for weekdays (8:00 AM to 4:30 PM) with advanced notice by the Contractor.
    - b. The normal operational hours are 8:00 AM to 4:30 PM, Monday through Friday.
    - c. Unless restricted elsewhere in these specifications, the Contractor may not perform work outside of normal daily operation hours. Weekend or holiday work may be

permitted with the approval of the Architect and/or HHSC Representative. Any weekend or holiday work shall require a 15 calendar day advanced notice.

- d. Work performed during normal operating hours shall not impede public traffic or office personnel. An alternate route around the work areas may be required.

2. Site Access and Parking:

- a. Arrange all on-site parking and access with the Architect and/or HHSC Representative.
- b. Permanent use of the loading area is prohibited.
- c. Subject to availability, the Architect and/or HHSC Representative will designate other on-site areas that may be used by the Contractor other than assigned stalls. Restore any property damaged by construction activities at the completion of the project.

3. Sanitation and Utilities:

- a. Contractor may use designated restrooms, however, shall maintain the facilities in clean condition at all times. Coordinate with the Architect and/or HHSC Representative.
- b. Arrange all temporary electricity and water service with the Architect and/or HHSC Representative. There will be no charges for reasonable electricity and water service.
- c. Should interruption of any utility services be required, outages shall be coordinated with the Architect and/or HHSC Representative. A minimum five (5) working days notice shall be provided. Contractor is forewarned that the Architect and/or HHSC Representative may require outages to be done at specific times to minimize disruptions to the facility operations.

4. Other Conditions:

- a. Noise and other disrupting activities normally resulting from construction operations are detrimental to the conduct of normal activities in adjacent locations surrounding the project area. Accordingly, exercise every precaution to keep noise levels to a minimum. Internal combustion engines and compressors shall be equipped with mufflers to reduce noise to a minimum.

- b. Use or application of materials with offensive odors should be avoided and may be restricted from use on this project.

#### 1.06 WORK UNDER OTHER CONTRACTS

- A. Separate Contract: The HHSC may execute a separate contract for certain construction at the facility 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.

#### PART 2 - PRODUCTS (Not Used)

#### PART 3 – EXECUTION (Not Used)

END SECTION

## SECTION 01140 – WORK RESTRICTIONS

### PART 1 – GENERAL

#### 1.01 SUMMARY

A. This section includes work restrictions on the Contractor's operations, and construction as required to maintain the facility's operation during the construction period.

#### B. CONSTRUCTION PROVISIONS

1. Rules and Regulations: Consult with the Architect and HHSC Representative at the pre-construction conference and become familiar with the rules and regulations of the facility.
2. Contractor's Operations: Confine all construction operations to the immediate vicinity of the construction activity. Store building materials, equipment, tools and incidentals in an enclosed area as directed by the Architect or HHSC Representative. Take precautions and prevent access to power equipment, tools, etc., by other than authorized construction personnel. Perform operations to insure the safety of the occupants of the buildings at all times.
3. Perform operations to minimize inconvenience or disturbance upon the personnel and residents.
4. Protection of occupants: Special consideration must be made by the Contractor at all times to safely protect the occupants and facility personnel from any and all injuries that may be caused as a result of the work performed under this contract.
5. Caution: The Contractor shall caution his personnel on the job that any association with the occupants be avoided as much as possible, that when spoken to by occupants, normal courtesy shall be maintained at all times.
7. None of the foregoing regulations shall be construed as a restriction on the legal prosecution of the work.

#### 1.02 SEQUENCING OF WORK

- A. The Contractor shall schedule his work in general consideration for the on-going operation of the hospital. All work shall be coordinated with the HHSC Representative and/or Architect.
- B. Stoppage of work for the duration of CMS and State Survey audits shall not incur additional costs to the HHSC.

- C. All work shall be coordinated and scheduled with the hospital and/or HHSC Representative. In general, the Contractor will be restricted to work areas as coordinated with the HHSC Representative.

END OF SECTION

## SECTION 01300 - SUBMITTALS

### PART 1 - GENERAL

#### 1.01 GENERAL REQUIREMENTS

Where indicated in these specifications, provide submittals to the Architect for review.

#### 1.02 PROCEDURES

- A. Unless otherwise specified, deliver submittals to the Architect with copy of transmittal to the Contracts Manager.
- B. Transmit all items using form which identifies Project, Contractor, Subcontractor, and major supplier. Identify pertinent drawing sheet, detail number, and specification section number, as appropriate. Identify deviations from Contract Documents. Provide space for the Architect or his Consultant's review stamp.
- C. Upon completion of review by the Architect, the Architect will return submittals to the Contractor with copy to the Contracts Manager and HHSC Representative.

#### 1.03 SCHEDULE OF WORK

- A. Coordinate Schedule with Work Sequence specified in Section 01014.

#### 1.04 SHOP DRAWINGS AND SAMPLE SUBMITTALS

- A. All submittals shall be made in accordance with the following unless otherwise specified. Minimum sheet size is 8-1/2" x 11". Maximum sheet size is same size as the Contract Drawings. Drawings shall be presented in a clear and thorough manner. Details shall be identified by reference to sheet, schedule, and detail shown on Contract Drawings.
- B. Mark each copy to identify applicable products, and other data. Supplement manufacturer's standard data to provide information unique to the work. Include manufacturer's installation instructions when required by the specification.
  - 1. The Contractor shall review, stamp with his approval and submit with reasonable promptness and in orderly sequence so as to cause no delay in work of any other Subcontractor, all shop drawings, and product data required by these specifications.
  - 2. Properly identify shop drawings and samples as specified. At the time of submission, the Contractor shall inform the HHSC Technical Representative in writing of any deviation in the shop drawings or submittals from requirements of the Contract Documents.

3. By approving and submitting the shop drawings and submittals the Contractor thereby represents that he has determined and verified all field measurements, field criteria, materials, catalog numbers and similar data, or will do so, and that he has checked and coordinated each shop drawing and sample with the requirements of these specifications.
  4. Six (6) copies of the Shop Drawings and submittals shall be submitted for review. Upon review, the Architect will retain three (3) copies and return the balance to the Contractor.
  5. The Architect will review the shop drawings and submittals with reasonable promptness so as to cause no delay but only for conformance with the design concept of the Project and with the information given in the Contract Documents. The Architect's review of a separate item shall not indicate approval of an assembly in which the item functions.
  6. The Contractor shall make any corrections required by the Architect and shall resubmit the required number of corrected copies of shop drawings or submittals for review. The Contractor shall direct specific attention in writing or on resubmitted shop drawings to revisions other than the corrections requested by the Architect on previous submissions.
  7. The Architect's review of shop drawings or submittals shall not relieve the Contractor of responsibilities for any deviation from the requirements of the Contract Documents unless the Contractor has informed the Hospital in writing of such deviation, at time of submission, and the HHSC Representative has given written approval to the specific deviation; nor shall the Architect's review relieve the Contractor from responsibility for errors or omissions in the shop drawings or samples.
  8. No portion of the work requiring a shop drawing or sample submission shall be commenced until the submission has been reviewed by the Architect. All such portions of the work shall be in accordance with reviewed shop drawings and samples.
- C. Samples: Submit full range of manufacturer's standard textures, colors, and patterns for the Hospital's selection. Submit samples as specified in the respective Specification sections and as noted above. Samples shall illustrate functional characteristics of the Product, with integral parts and attachment devices. Coordinate submittal of different categories for interfacing work. Include identification on each sample, giving full information.



1.05 BIDDER'S SPECIAL RESPONSIBILITY FOR COORDINATING CONTRACTURAL WORK AND SUBMITTALS:

- A. The General Contractor shall be responsible for the coordination of all contractual work and submittals.
- B. The General Contractor shall have a rubber stamp made up in the following format:

Contractor's Name

PROJECT: \_\_\_\_\_  
\_\_\_\_\_

PROJECT 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 \_\_\_\_\_  
SUBCONTRACTOR \_\_\_\_\_  
SUPPLIER \_\_\_\_\_  
MANUFACTURER \_\_\_\_\_

CERTIFIED BY: \_\_\_\_\_

- C. This stamp, "filled-in", should appear on the title sheet of each shop drawing, on a cover sheet of submittals in an 8-1/2" x 11" format, or on one face of a cardstock tag (min. 3" x 6") tied to each sample. 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 Architect for his receipt, review, and log stamp and for any comments that relate to the sample.
- D. All submittals for material and shop drawings listed in the contract documents, shall be required and shall be first reviewed and certified by the General Contractor, then reviewed and approved by the Architect, prior to any ordering of materials and equipment. Submittals that have not been reviewed by the General Contractor shall be returned for review.

1.06 MANUFACTURER'S CERTIFICATES

Submit certificates, warranties, operating and maintenance instructions in accordance with requirements of each specification section. Submit in triplicate.

1.07 MSDS

MSDS shall be submitted prior to the pre-construction meeting. The Contractor shall submit MSDS log and reference each MSDS to its specification Section number and product system.

PART 2 – PRODUCTS

(Not used.)

PART 3 – EXECUTION

(Not used.)

END OF SECTION

## SECTION 01577 - POLLUTION CONTROL

### PART 1 - GENERAL

#### 1.01 SUMMARY

- A. Includes site and environmental control requirements.

#### 1.02 TRASH, REFUSE DISPOSAL

- A. Burning of debris and/or waste materials on the project site is prohibited.
- B. Do not bury debris and/or waste material on the project site, unless specifically allowed elsewhere in these specifications as backfill material.
- C. Haul unusable debris and waste material to an appropriate off-site dump area. During loading operations, water down or provide other measures to prevent dust or other airborne contaminants.
- D. 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.
- E. Use enclosed chutes and/or containers to conveying debris from above the ground floor level.
- F. 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. The Contractor shall be responsible for all clean-up cost.

#### 1.03 DUST

- A. 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 - Air Pollution Control.
- B. 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 which create airborne dust.
- C. Construct or erect dust control barriers as required to retain dust within the project site area.
- D. Contractor is responsible for all damage claims resulting from failure to control airborne dust during all times that the site is under the Contractor's control.

#### 1.04 NOISE

- A. 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. Contractor shall obtain and pay for the Community Noise Permit from the State Department of Health when the construction equipment or other devices emit noise at levels exceeding the allowable limits.
- B. To reduce loud disruptive noise levels, ensure mufflers and other devices are provided on equipment, internal combustion engines and compressors. Maintain equipment to reduce noise to acceptable levels.
- C. Starting-up of construction equipment meeting allowable noise limits shall not be done prior to 8:00 a.m. without prior approval of the HHSC Representative. Equipment exceeding allowable noise levels shall not be started-up prior to 8:00 a.m.

#### 1.05 EROSION

- A. During interim grading operations, the grade shall be maintained so as to preclude any damage to adjoining property from water and eroding soil.
- B. Install temporary berms, cut-off ditches and other provisions as required construction methods and operations. Should there be a question if the temporary measures are insufficient to prevent erosion, the HHSC Representative shall make the final determination.
- C. Construct and maintain drainage outlets and silting basins as required to minimize erosion and pollution of waterways during construction.

#### 1.06 OTHERS

- A. Wherever trucks and/or vehicles leave the site and enter surrounding paved streets, Contractor shall prevent any material from being carried onto the pavement. Waste water shall not be discharged into existing streams, waterways, or drainage systems such as gutters and catch basins unless treated to comply with the State Department of Health water pollution regulations. The Contractor shall construct a vehicle wash-down area, within the project site, to remove all mud, gravel, etc., before leaving the site.
- B. Trucks hauling debris shall be covered as required by PUC Regulation. Trucks hauling fine materials shall be covered.
- C. No dumping of waste concrete will be permitted at the job-site.
- D. Except for rinsing of the hopper and delivery chute, and for wheel washing where required, concrete trucks shall not be cleaned on the job-site.
- E. Except in an emergency, such as a mechanical breakdown, all vehicle

fueling and maintenance shall be done in a designated area. A temporary berm shall be constructed around the area when runoff can cause a problem.

- F. If allowed in this Contract, spray painting shall be done by the “airless spray” process only. All other types of spray painting shall not be permitted.

#### 1.07 SUSPENSION OF WORK

- A. Violations of any of the above requirements or any other pollution control requirements which may be specified in the Specifications shall be cause for suspension of the work creating such violation.
- B. Reference the General Conditions Construction, dated 3/17/06 for the suspension procedures.
- C. The Architect and/or HHSC Representative may also suspend any operations which creates a pollution problems even if the problem does not violate the provisions of this Section. In this instance, the work is considered a Change and subject to the provisions of the contract.

PART 2 - PRODUCTS (Not used)

PART 3 - EXECUTION (Not used)

END OF SECTION

## DIVISION 2 - SITE WORK

### SECTION 02055 - SELECTIVE DEMOLITION AND REMOVAL

#### PART I - GENERAL

- 1.01 GENERAL REQUIREMENTS: Furnish all labor, materials, tools and equipment necessary to complete all removal work and surface preparation work as specified herein.
- 1.02 SPECIAL REQUIREMENTS:
- A. The Contractor shall visit the site, examine the areas and note all existing conditions and extent of work involved for the complete removal and surface preparation work required.
  - B. The Contractor shall comply with pollution control regulations and safety code. See POLLUTION CONTROL Section 01577 also.
  - C. The project has been tested for hazardous materials including asbestos containing materials and lead-based paints. The report, Limited Inspection Report for Asbestos and Lead-Based Paint, prepared by EnviroQuest, Inc. is attached as part of these specifications. See Section 01715 – EXISTING CONDITIONS – ASBESTOS / LEAD / HAZARDOUS MATERIALS SURVEY.

#### PART 2 - PRODUCTS

- 2.01 MATERIALS:
- A. Damaged surfaces or items shall be patched by the Contractor with materials which are equal or better in quality.

#### PART 3 - EXECUTION

- 3.01 GENERAL
- A. All work shall be executed in an orderly and careful manner with due consideration for the remaining parts of the building.
- 3.02 REMOVAL WORK
- A. Carefully remove existing gutters, etc., as required to do the soffit replacement work, as indicated on the drawings and/or specified herein. Store removed gutters, etc. and reinstall after soffit replacement work has been completed. Replace fasteners, etc. as required with corrosion resistant fasteners.
  - B. All dismantled materials having no salvage value as determined by the Architect or HHSC Representative shall become the property of the Contractor and shall be completely removed and hauled away from the premises. Contractor shall recycle all materials to be disposed off to the greatest extent possible.

### 3.03 SURFACE PREPARATION WORK

- A. All surfaces to receive manufactured finishes shall be inspected by the manufacturer's representative as approved for installation of new materials. Should the manufacturer's representative find discrepancies in the preparation work, all such discrepancies shall be corrected at no additional cost to the project.
- B. Contractor shall repair any damages occurring during the progress of the work.

### 3.04 PATCHWORK: All areas or surfaces damaged as a result of removal work shall be patched to match existing adjacent surfaces and/or areas to the satisfaction of the Architect.

### 3.05 TEMPORARY BARRICADES

- A. The Contractor shall provide, erect and maintain safety barricades around the project areas during the execution of work under this contract including work done by other sections. At the discretion and approval of the Architect and/or HHSC Representative, alternative means to provide safety around the project area are acceptable.
- B. Barricades shall be constructed from durable materials to provide necessary protection and security of the project area.
- C. The barricades shall remain until final acceptance of the project or until the hazardous condition no longer remains and approval is given by the Architect and/or HHSC Representative for their removal.

### 3.06 CLEAN-UP

- A. From time to time, as directed by the Architect and/or HHSC Representative, and at the completion of the removal work, remove from the site all rubbish, debris, fines, etc., accumulated from this work and leave the area neat and clean to the satisfaction of the Architect and/or HHSC Representative.
- B. After the completion of the repair work and before the final acceptance of the project, the Contractor shall clean all areas of all rubbish, debris, fines, etc.

END OF SECTION

## SECTION 07900 – SEALANTS

### PART 1 – GENERAL

- 1.01 GENERAL REQUIREMENTS: Furnish all labor, materials, tools and equipment necessary to complete all sealant work as specified herein.

1.02 GENERAL PROVISIONS

Except as otherwise indicated, sealants shall be provided to establish and maintain airtight, and weatherproof continuous seals on a permanent basis within recognized limitations of wear and aging for each application and type of sealant material. Provide at all joint locations where weather penetration is possible, where a weather-tight installation is required, and where indicated or required to finish the installation of two or more adjoining materials.

1.03 SUBMITTALS

- A. Certificates of Compliance: Submit certificates from the manufacturers attesting that materials meet the specified requirements.
- B. Manufacturers' Descriptive Data: Submit complete descriptive data for each type of material. Clearly mark data to indicate the type the Contractor intends to provide. Data shall state conformance to specified requirements. Data for sealant and caulking shall include application instructions, shelf life, mixing instructions for multicomponent sealants and recommended cleaning solvents.
- C. Colors: Submit one sample of each color for each sealant and caulking type to verify that products match the adjacent finish colors. Where colors are not indicated, submit not less than 6 different samples of manufacturers' standard colors for selection.

1.04 DELIVERY AND STORAGE

Deliver materials to the job site in the manufacturers' external shipping containers, unopened, with brand names, date of manufacture, color, and material designation clearly marked thereon. Containers of elastomeric sealant shall be labeled as to type, class, grade, and use. Carefully handle and store all materials to prevent inclusion of foreign materials.

1.05 WARRANTY

The Contractor shall execute to the Hospital a 2-year written warranty after the Project Acceptance Date that the installation will be watertight and that any leaks which develop during that period which are not due to improper use or willful damage will be repaired at no cost to the Hospital. The guaranty shall provide the following at no cost to the Hospital:

- a. Repair of sealants as necessary to seal leaks which are attributable to faulty materials and/or workmanship.



- b. Repair or replacement of damage to the building and/or its finishes, equipment and/or furniture when occasioned by such leaks.

## PART 2 – PRODUCTS

### 2.01 MATERIALS

Products shall conform to the reference documents listed for each use. Color of sealant and calking shall match adjacent surface color unless specified otherwise. For ASTM C 920 sealants, use a sealant that has been tested on the type(s) of substrate to which it will be applied.

- A. Interior Sealants: ASTM C 920, Type S or M, Grade NS, Class 12.5, Use NT. For use to seal general building construction joints, windows, doors, etc.
- B. Exterior Sealants: For joints in vertical surfaces, provide ASTM C 290, Type S or M, Grade NS, Class 25, Use NT. For joints in horizontal surfaces, provide ASTM C 920, Type S or M, Grade P, Class 25, Use T. For use to seal general building construction joints, windows, doors, etc.
- C. Floor Joint Sealant: ASTM C 920, Type S or M, Grade P, Class 25, Use T. Color of sealant shall be as selected.
- D. Sanitary Sealant: ASTM C920, Type S, Grade NS, Class 25, Use NT, G and A. For use around plumbing fixtures and areas of high moisture. Single component acetoxysilicone sealant.
- E. Primer for Sealants: Provide non-staining, quick-drying type and consistency recommended by the sealant manufacturer for the particular application.
- F. Bond Breakers: Provide type and consistency recommended by the sealant manufacturer for the particular application.
- G. Backstops: Provide glass fiber roving or neoprene, butyl, polyurethane, or polyethylene foams free from oil or other staining elements as recommended by the sealant manufacturer. Backstop material shall be compatible with the sealant. Do not use oakum and other types of absorptive materials as backstops.
- H. Cleaning Solvents: Provide types recommended by the sealant manufacturer.

## PART 3 – EXECUTION

### 3.01 SURFACE PREPARATION

Surfaces shall be clean, dry to the touch, and free from moisture, grease, oil, wax, lacquer, paint, or other foreign matter that would tend to destroy or impair adhesion. Where adequate grooves have not been provided, clean out grooves to a depth of ½ inch without damage to the adjoining work. No grinding shall be required on metal surfaces.

### 3.02 SEALANT PREPARATION

Do not modify the sealant by addition of liquids, solvents, or powders. Mix multicomponent elastomeric sealants in accordance with manufacturer's printed instructions.

### 3.03 APPLICATION

- A. Elastomeric Sealant Installation Standard: Comply with the requirements of ASTM C 962 for the use of joint sealants as applicable to the materials, applications, and conditions required.
- B. Backstops: Install backstops dry and free from tears or holes. Tightly pack the back or bottom of joint cavities with backstop materials to provide a joint of the depth as recommended by the sealant manufacturer.
- C. Primer: Immediately prior to application of the sealant, clean out all loose particles from joints. Where recommended by sealant manufacturer, apply primer to joints in concrete masonry units, wood, and other porous surfaces in accordance with compound manufacturer's instructions. Do not apply primer to exposed finish surfaces.
- D. Bond Breaker: Provide bond breakers to the back or bottom of joint cavities, as recommended by the sealant manufacturer for each type of joint and sealant used to prevent sealant from adhering to these surfaces. Carefully apply the bond breaker to avoid contamination of adjoining surfaces or breaking bond with surfaces other than those covered by the bond breaker.
- E. Sealants: Provide sealant compatible with the material to which it is applied. Do not use a compound that has exceeded its shelf life or has become too gelled to be discharged in a continuous flow from the gun. Apply the compound in accordance with the manufacturer's instructions with a gun having a nozzle that fits the joint width. Force sealant into joints to fill the joints solidly without pockets. Sealants shall be uniformly smooth and free from wrinkles. Upon completion of sealant application, roughen partially filled or unfilled joints, apply sealant, and tool smooth as specified.

### 3.04 PROTECTION AND CLEANING

- A. Protection: Protect areas adjacent to joints from compound smears. Masking tape may be used for this purpose if removed 5 to 10 minutes after the joint is filled.
- B. Cleaning: Immediately scrape off fresh compound that has been smeared on masonry and rub clean with a solvent as recommended by the compound manufacturer. Upon completion of compound application, remove all remaining smears and stains resulting therefrom and leave the work in a clean and neat condition.

END OF SECTION

## SECTION 09870 - EXTERIOR FINISH SYSTEM

### PART 1 - GENERAL

#### 1.01 SUMMARY

- A. Complete all exterior finish system installation work as indicated on the drawings and as specified herein. Work shall include, but not be limited to, the following:
  - 1. Exterior finish system (EFS) on metal framing.
  - 2. EFS accessories.

#### 1.02 GENERAL REQUIREMENTS

- A. The EFS Contractor shall be an approved applicator of the manufacturer whose system he proposes to apply and his men shall have been instructed by that manufacturer (or their representative or independent auditor/inspector) in the proper installation of his system.
- B. The EFS Manufacturer's Representative and their independent auditor/inspector (where applicable) shall be competent, thoroughly trained and experienced in the work and shall be completely familiar with the products, equipment and the specified requirements and methods needed for the proper installation of the EFS.
- B. The General Contractor, EFS Contractor and the authorized EFS Manufacturer's Representative and/or their independent auditor/inspector shall attend a pre-construction conference and shall also inspect the installation of the EFS at the following times:
  - 1. Prior to the start of the installation and as required by the manufacturer to validate his warranty.
  - 2. At the actual start of the EFS application.
  - 3. Minimum once during the EFS application.
  - 4. At job completion.

(Note: it shall be the responsibility of the General Contractor to notify the EFS Contractor, Manufacturer's Representative or their independent auditor/inspector (where applicable) and the Architect of his schedule of operations. Parties shall be notified at least 5 days in advance to enable their attendance.

#### 1.03 SUBMITTALS

- A. Manufacturer's Product Data: Submit manufacturer's descriptive literature and recommended procedures for installation of complete system.
- B. Samples: Sample of selected standard color and textured finish to match existing soffit finish, utilizing manufacturer's recommended tools and techniques, shall be submitted for approval.

- C. Certificates of Conformance or Compliance: Before delivery of materials and equipment, submit certificates attesting that materials and equipment meet the requirements specified herein.
    - 1. Submit certificate including supporting test data from manufacturer stating that the exterior finish system when applied in accordance with the manufacturer's recommendations will withstand a minimum of 155 miles per hour wind velocity conforming to ASTM E330.
  - D. Shop Drawings: Submit complete drawings prepared by installer showing all typical wall section including all details, connections, and expansion joints.
  - E. Approval of Applicator: Provide a statement from the manufacturer that the applicator has been trained and approved by the system manufacturer.
  - F. Warranty: Submit copy of manufacturer's 3-year materials warranty.
- 1.05 DELIVERY, STORAGE AND HANDLING: Deliver all materials in manufacturer's original unopened containers with brand name and type clearly marked. Handle materials carefully and store them in a cool, dry place out of direct sunlight, under cover, and protected from precipitation and damage.

## PART 2 - PRODUCTS

- 2.01 MATERIALS: Exterior Finish System (EFS) shall be as manufactured by Sto Corp. All materials shall be as manufactured or approved for use in the finish system by the manufacturer. Products of other manufacturers meeting or exceeding the products specified herein and approved by the Contracting Officer are also acceptable.
- A. Asbestos Prohibition: No asbestos containing materials or equipment shall be used under this section. The Contractor shall insure that all materials and equipment incorporated in the project are asbestos-free.
  - B. Conditioner: Sto Plex W water based surface conditioner.
  - C. Leveler: Sto BTS-Plus or Sto Leveler as required.
  - D. Fabric Mesh: Sto mesh for reinforcement of joints and seams.
  - E. Primer: Sto Primer acrylic copolymer emulsion primer.
  - F. Finish: Stolit 100% acrylic textured coating, texture Stolit 1. Aggregate for texture shall be non-metallic.
  - G. Sealant shall be of a type approved by the system manufacturer.
  - H. Substrate Sheathing: Shall be 5/8" U.L. classified, Type X, silicone treated core gypsum board with fiberglass matte finish or reinforced, exterior grade cement fiber board. Sheathing shall be compatible with EFS.

- I. Control Joint: Shall be rigid vinyl (PVC), deep "V" expansion slot, Model DCJ58-V, as manufactured by Vinyl Corp. or pre-approved equal. Color shall be white and painted to match adjacent surface. Furnish and install with end connectors.
  - J. Trims: Corner trims and miscellaneous trims as required to complete installation of the EFS, shall be rigid vinyl (PVC), as manufactured by Vinyl Corp. or approved equal.
  - K. Soffit Vent: Continuous one piece soffit vent, "J" bead flanges. 3" wide Model CS-J58-300V as manufactured by Vinyl Corp or pre-approved equal. Color shall be white and painted to match adjacent surface.
  - K. Underlayment: Install a continuous moisture barrier such as Tyvek.
- 2.02 PROPERTIES OF COMPLETED SYSTEM: When installed and completed in place, the system shall have the following characteristics and properties.
- A. Mechanical Properties:
    - 1. Tensile Bond Strength of Adhesive: 100 psi (ASTM D-4541).
    - 2. Water Vapor Transmission: (ASTM E96) 37 US perms.
  - B. Weathering Properties:
    - 1. Accelerated Weathering: 4000 hrs, no deterioration, cracking, chalking or yellowing, (ASTM G23).
    - 2. Salt Spray Resistance: 500 hrs., no deterioration, cracking, (ASTM B117).
    - 3. Water Penetration: No water penetration or deterioration at 1-1/2 hrs. 60 psf sustained pressure (ASTM E-514).
    - 4. Mildew Resistance: No growth of mildew at 42 days (Mil. Std. 810B).
  - C. Manufacturers/Installers: Installers shall be approved by the system manufacturer.

### PART 3 - EXECUTION

#### 3.01 PROTECTION

- A. Protect surrounding areas and surfaces from damage during application of system.
  - B. Protect finished work at end of each day or when an area has been completed to prevent water from penetrating behind completed system.
- 3.02 MIXING: Mix as per manufacturer's written instructions using clean potable water and rust-free high speed mixer.

- 3.03 INSPECTION OF SURFACES: Substrates to receive EFS shall be free of residual moisture, sound, free of hot spots, releasing agents (silicone, oils, etc.) and other residue.
- 3.04 APPLICATION: Application of EFS shall be performed by and/or supervised by manufacturer approved and certified trained applicators. Install all materials per manufacturers written instructions.
- 3.05 CLEANUP: Upon completion of installation, remove all debris and rubbish from the site. Remove all coating splatterings or droppings from adjacent surfaces.

END OF SECTION

## SECTION 09901 - PAINTING

### PART 1 - GENERAL

#### 1.01 GENERAL REQUIREMENTS

- A. Airless Spraying: The Contractor shall be permitted to utilize airless spraying for the application of paint materials on interior surfaces, as appropriate, permitted by the paint manufacturer, and conforming to the requirements specified herein. Use of airless spraying shall be at the sole discretion of the Contractor and shall not relieve the Contractor from providing an equal or better application should the work be performed by brush or roller. All consequential liabilities and responsibilities for its use, whether for application or equipment, shall be completely with the Contractor. All finishes applied by airless spraying, not conforming to the requirements of this section and/or deemed unacceptable by the Architect shall be corrected at no additional cost to the Hotel.
- B. Right of Rejection: The Architect shall have the right to reject all work which is not in compliance with the plans and specifications. Rejected work shall be redone at no cost to the Hotel.
- C. All materials shall have low or no volatile organic compounds (VOC). The Hospital reserves the right to stop all and any application work and the use of materials emitting offensive odors.

#### 1.02 SUBMITTALS

- A. Schedule of Finishes
  - 1. 4 sets of proposed painting finish schedule shall be submitted to the Architect for approval. The schedule shall indicate the wet film thickness (mils) at which the proposed paints/coatings will be applied that are necessary to achieve the final dry film thickness indicated on the Schedule of Finishes under Section 2.02.
  - 2. Schedule of finishes shall indicate which products are intended for airless spray application, if any.
- B. Color Samples
  - 1. Color shall match adjacent building painted finish. Samples shall not be required.
- C. Schedule of Operations: Before work on the project is commenced, 4 complete sets of a work schedule showing his sequence of operations and dates shall be submitted by the Contractor to the Architect.
- D. Guaranty: 3 copies of a written guarantee shall be submitted to the Architect.
- E. Certifications: 6 copies of asbestos-free, lead-free, zinc-chromate-free, strontium-chromate-free, cadmium free and mercury-free paint certificates shall be submitted to the Architect. Should the Contractor require additional copies for distribution to his suppliers and sub-



contractors, he shall include these additional copies along with his submittal.

- F. Manufacturer's Product Data Sheets: 6 copies of the Manufacturer's Product Data Sheets for the primers, paints, coatings, solvents, sealing and patching materials, sealants and caulking shall be submitted to the Architect. Data sheets shall indicate thinning and mixing instructions, required film thickness (mil) and application instructions. Should the Contractor require additional copies for distribution to his suppliers and sub-contractors, he shall include these additional copies along with his submittal.
- G. Manufacturer's Material Safety Data Sheets: 6 copies of the Manufacturer's Material Safety Data Sheets for coatings, solvents, and other hazardous materials shall be submitted to the Architect. Should the Contractor require additional copies for distribution to his suppliers and sub-contractors, he shall include these additional copies along with his submittal.
- I. Standards: 3 copies of the Surface Preparation Standards referenced under Section 3.01 Surface Preparation.

#### 1.03 ANALYZING AND TESTING

All paints shall be subject to laboratory tests whenever the Architect deems necessary to determine conformation to the requirements of these specifications. Cost of testing will be borne by the Hotel. All rejected material shall be removed from the job site immediately. Surfaces painted with rejected material shall be redone at no additional cost to the Hotel.

#### 1.04 GUARANTY

- A. The Contractor shall guarantee that the work performed under this section conforms to the contract requirements and is free of any defect of material or workmanship performed by the Contractor. Such guarantee shall continue for a period of 2 years from the date of project acceptance during which period the Contractor shall remedy at his own expense any such failure to conform or any such defect.
- B. The Contractor shall warrant a mildew free surface for a period of one (1) year from the project acceptance date. Should mildew formation occur on surfaces painted or cleaned under this project within one (1) year of the project acceptance date, the contractor shall clean such surfaces as directed by the Architect at no additional cost to the Hospital.
- C. The Hotel shall notify the Contractor in writing within a reasonable time after discovery of any failure or defect.
- D. Should the Contractor fail to remedy any failure or defect described in Paragraph A above within 10 working days after receipt of notice thereof, the Hospital shall have the right to repair or otherwise remedy such failure or damage at the Contractor's expense.

#### 1.05 SPECIAL REQUIREMENTS

- A. Codes

1. The Contractor shall comply with the State OSHL (Occupational Safety and Health Law) and all pollution control regulations of the State Department of Health.

B. Protection

1. Persons

- a. The Contractor shall take all necessary precautions to protect public pedestrians including tenants from injury.
- b. The Contractor shall provide, erect and maintain safety barricades around scaffolds, hoists and wherever Contractor's operations create hazardous conditions in order to properly protect the public and tenants.

2. Completed Work: The Contractor shall provide all necessary protection for wet paint surfaces.
3. Protective Covering: The Contractor shall provide and install protective covering over furniture, equipment, floor and other areas that are not scheduled for treatment. Protective covering shall be clean sanitary drop cloth or plastic sheets. Paint applied to surfaces not scheduled for treatment shall be completely removed and surfaces shall be returned to original condition.
4. Safeguarding of Property: The Contractor shall take whatever steps may be necessary to safeguard his work and also the property of the Hotel and other individuals in the vicinity of his work area during the execution of this Contract. He shall be responsible for and make good on any and all damages and for losses to work or property caused by his or his employee's negligence.
5. Fire Safety: The Contractor shall direct his employees not to smoke in the vicinity and exercise precautions against fire at all times. Waste rags, plastic (polyester sheets), empty cans, etc. shall be removed from the site at the end of each day.

- C. Storage Area for Materials: No paint material, empty cans and paint brushes and rollers may be stored in buildings, but shall be stored in separate storage facilities away from the buildings. The Contractor may furnish a job site storage facility. Such facility shall comply with requirements of the local Fire Department. The storage area shall be kept clean and facility shall be locked when not in use or when no visual supervision is possible.

- D. Sequence of Operations: The sequence of operations shall divide the surfaces into work areas and present a schedule for:

1. Surface preparation and spot prime.
2. Prime coat.

3. First finish coat.
4. Second finish coat.

#### 1.06 AREAS TO BE PAINTED

##### A. Surfaces to be Painted

1. Exterior: All new EFS soffit, trims, touch-up of adjacent surfaces, etc. within project area.
2. Items not to be painted shall be any surface that is prefinished, unless otherwise noted.

### PART 2 - PRODUCTS

#### 2.01 MATERIALS

- A. Asbestos Prohibition: No asbestos containing materials or equipment shall be used under this section. The Contractor shall ensure that all materials and equipment incorporated in the project are asbestos-free.
- B. Lead Prohibition: All paints shall be lead-free.
- C. Mercury Prohibition: All paint shall be mercury- free.
- D. Chromate Prohibition: All paint shall be free of zinc-chromate and/or strontium-chromate.
- E. Cadmium Prohibition: All paint shall be cadmium free.
- F. All materials shall be low or no VOC and shall not produce offensive odors. Should offensive odors be produced, the contractor shall immediately stop and cease to use such product until an approved ventilation system can be provided by the contractor. If a ventilation system is required, the cost of such measures shall be borne by the contractor.
- G. Material shall be equal in quality to that specified under the Schedule of Finishes and any given finish shall be as labeled by one manufacturer.
- H. All materials shall be delivered to the job site in undamaged original containers bearing the manufacturer's label and shall be stored in such a manner as to prevent damage. All rejected materials shall be removed from the job site immediately.
- I. Paints shall be as manufactured by Benjamin Moore, or approved equal.
- J. Thinning of paint shall be done using material recommended by the manufacturer. Mix proprietary products according to manufacturer's printed specifications. Compound thinner, mineral oil, kerosene, refined linseed oil, or gasoline shall not be used for thinning.
- K. Except for metal primers all paint shall contain the maximum amount of mildewcide per gallon of paint permitted by the mildewcide manufacturer without adversely affecting the quality of the paint.

- L. The supplier shall submit a signed certificate indicating the amounts of mildewcide added by both the paint manufacturer and the paint supplier.

## 2.02 SCHEDULE OF FINISHES

- A. The schedule of Finishes is made for the convenience of the Contractor and indicates the types and quality of finishes to be applied to the surfaces.
- B. Any existing painted surface not specifically noted in the finish schedule shall be finished to match adjoining work.

### SCHEDULE OF FINISHES

#### Exterior System:

(System indicated are as manufactured by PPG)

- |    |                                  |   |
|----|----------------------------------|---|
| 1. | <u>Existing Galvanized Metal</u> |   |
|    | First Coat                       | MPI 134 – Pitt-Tech Plus 4020 DTM Acrylic Metal Primer and Finish @ 2.2 – 3.5 mils DFT  |
|    | Second and Third Coat            | MPI 153 – Pitt-Tech Plus SG 4216 High Performance Light Industrial Acrylic Semi-Gloss Enamel @ 3-4 mils DFT each              |
| 2. | <u>New EFS</u>                   |   |
|    | First Coat                       | MPI 3, 3X, 6, 17, 17X, 39, 137 – Seal Grip 17-921(XI) Universal Primer Interior/Exterior Acrylic Primer Sealer @ 1.6 mils DFT |
|    | Second and Third Coat            | MPI 11 - PPG FORTIS 350 or MPI 11, 311 - Permanizer Exterior Acrylic Semi-Gloss Enamel @ 1.5 mils DFT each                    |

## PART 3 - EXECUTION

### 3.01 WORKMANSHIP

- A. Apply all materials in strict accordance with the manufacturer's printed instructions using skilled mechanics with paint evenly spread and well brushed with no drops, runs, or sags. Do not apply paint on wet or damp surfaces nor until preceding coat of paint is thoroughly dry, and in the case of woodwork, well sanded. A high class finish is required on all interior painted surfaces and particular attention will be paid to sanding between coats on all woodwork. All finishes are intended to thoroughly cover in the number of coats listed, using the quality of paint specified. If paints are thinned or other manufacturer's paints are used, apply sufficient additional coats as required to provide full and complete coverage, with no shadows, spots, streaks, voids, color bleed-through, or other defects.

- B. Identification of coatings: Each coat shall be tinted a slightly different shade from the preceding coat so that it can be readily identified. Finish coat shall match approved sample for each portion of work. (Each application of treatment or coating shall be approved by the Architect before next coating is applied. Failure to get such approval may result in condemnation entailing additional applications).
- C. All surfaces adjacent to areas being finished shall be protected and left clean of paints, stains, etc. Clean drop cloths shall be used until completion of job.
- D. All mixing shall be done outside the building.
- E. All waste materials shall not be left in or near the building but shall be stored in proper metal containers.

### 3.02 PREPARATION OF SURFACES

- A. The painting contractor shall be wholly responsible for the finish of his work and shall not commence any part of it until surfaces are in proper condition. If painting contractor considers any surfaces unsuitable for proper finish of his work, he shall notify the General Contractor of this fact and he shall not apply any material until the unsuitable surfaces have been made satisfactory. Major defects shall be restored by the proper trades. In general, follow paint manufacturer's directions for surface preparation for the paint to be applied.
- B. Remove all hardware, hardware accessories, machined surfaces, plates, lighting fixtures, and similar items in place and not to be finish-painted, or provide surface-applied protection prior to surface preparation and painting operations. Remove, if necessary, for the complete painting of the items and adjacent surfaces. Following completion of painting of each space or area, reinstall the removed items by workmen skilled in the trades involved.
- C. All necessary puttying of nail holes, cracks and blemishes shall be done after priming coat has become hard and dry and before second coat is applied.
- D. All metal surfaces shall be made clean and free of any defects or condition that may produce unsatisfactory finish. Touch-up any chipped or abraded places on surfaces that have been shop coated with the proper primer.

### 3.03 PAINT APPLICATION

- A. General
  - 1. All work shall be done in a workmanlike manner by skilled and experienced mechanics and shall conform to the best painting practices.
  - 2. All materials shall be applied in accordance with the manufacturer's specifications and the finished surfaces shall be free from runs, sags, drops, ridges, waves, laps, streaks, brush marks and variations in color, texture and finish (glossy or dull). The coverage shall be complete and each coat shall be so applied

as to produce a film of uniform thickness. No paint, varnish or enamel shall be applied until the preceding coat is thoroughly dry and approved.

- B. Application: Shall be by brush or roller only unless otherwise permitted under Paragraph 1.02 - General Requirements. Where airless spraying is permitted, a nozzle of the proper size in accordance with the paint manufacturer's recommendations to properly apply the paint shall be used.
- C. Colors: Each coat shall be tinted a different shade from the preceding coat. Interior colors shall be as indicated on the drawings or as selected by the Designer. Refinished interior hardwood transparent finishes shall match the color of the existing. Exterior finishes shall match the existing building color.

#### 3.04 PROTECTION OF PROPERTY

The Contractor shall be responsible for condition of work area in his charge. He shall protect adjacent work and materials from soiling or damage as well as his own. The storage and handling of paints and thinners shall be in accordance with the safety provisions and codes covering such handling and storage. Should the Contractor elect to use airless sprayer application, he shall be completely responsible for the protection of all surfaces, finishes, etc., from overspray or consequences that result from the use of airless spraying equipment or application. Overspray, if allowed to occur, shall be completely removed from all finished surfaces. Surfaces damaged from the use of airless spraying shall be replaced and/or restored to the satisfaction of the Architect. Any and all claims from anyone, on-site or off-site, resulting from damages caused by the use of airless spraying shall be the complete responsibility of the Contractor.

#### 3.05 INSPECTION

All areas shall be provided for inspection of the work by the Architect at any time. Any work not conforming to these specifications shall be cleaned off, and repainted at the expense of the Contractor.

#### 3.06 MISCELLANEOUS

- A. Installation of Removed Items: After completion of final paint coat, removed items shall be reinstalled.
- B. Clean-up
  - 1. During the progress of the work, all debris, empty crates, waste, drippings, etc. shall be removed by the Contractor and the grounds about the areas to be painted shall be left clean and orderly at the end of each work day.
  - 2. Upon completion of the work, staging, scaffolding, containers and all other debris shall be removed from the site. All paint, shellac, oil, or stains splashed or spilled upon adjacent surfaces not requiring treatment (hardware, fixture, floor, glass) shall be removed and the entire job left clean and acceptable.

- C. Extra Paint: The Contractor shall provide extra paint in quantities noted to the Hospital upon completion of the project. Paints shall be provided in 1-gallon containers.
1. Soffit paint – 2 gallons.
  3. Deliver to the Hospital storage as directed by the Hospital representative.

END OF SECTION



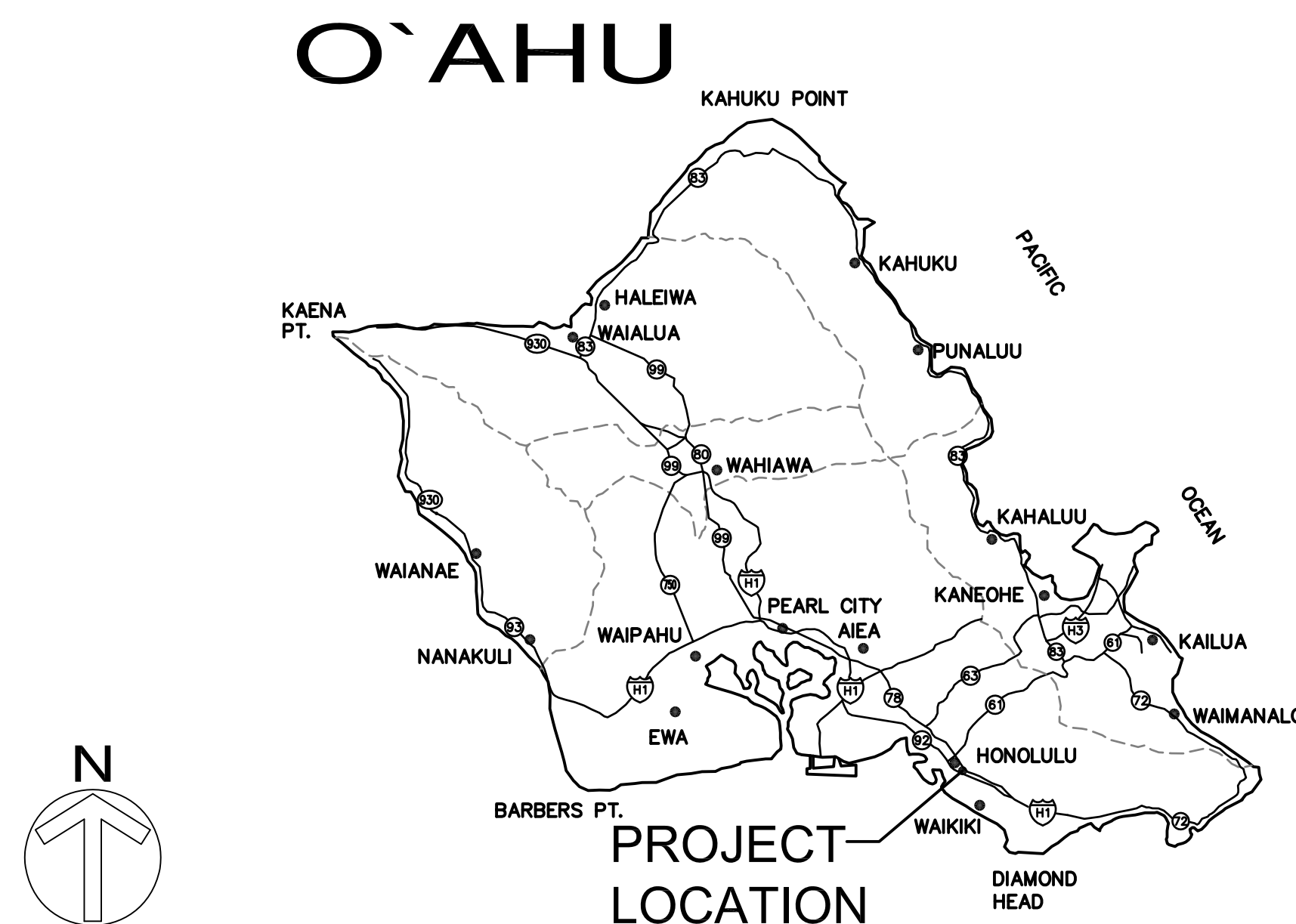
# LEAHI HOSPITAL - ADMINISTRATION BUILDING - SOFFIT REPLACEMENT

3675 KILAUEA AVENUE  
HONOLULU, HAWAII 96816  
T.M.K.: 03 - 02 - 031: 001

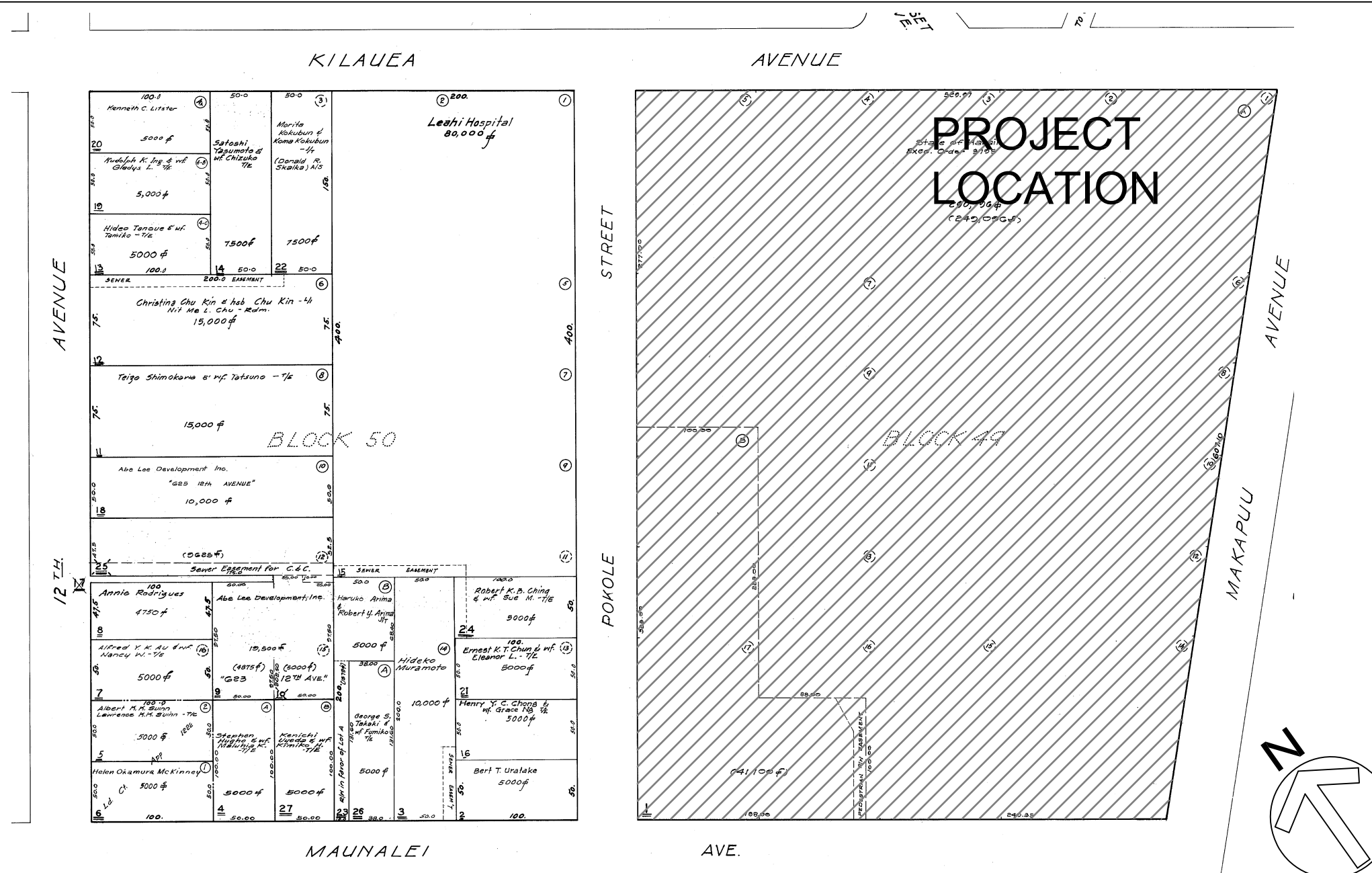
## INDEX TO DRAWINGS

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## LOCATION MAP



## VICINITY MAP



## CONSULTANTS

ARCHITECT: PACIFIC ARCHITECTS, INC.

ENVIRONMENTAL ENGINEER: ENVIROQUEST, INC.


## NOTES

## GENERAL NOTES

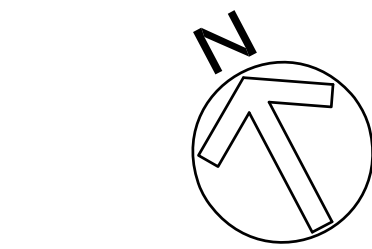
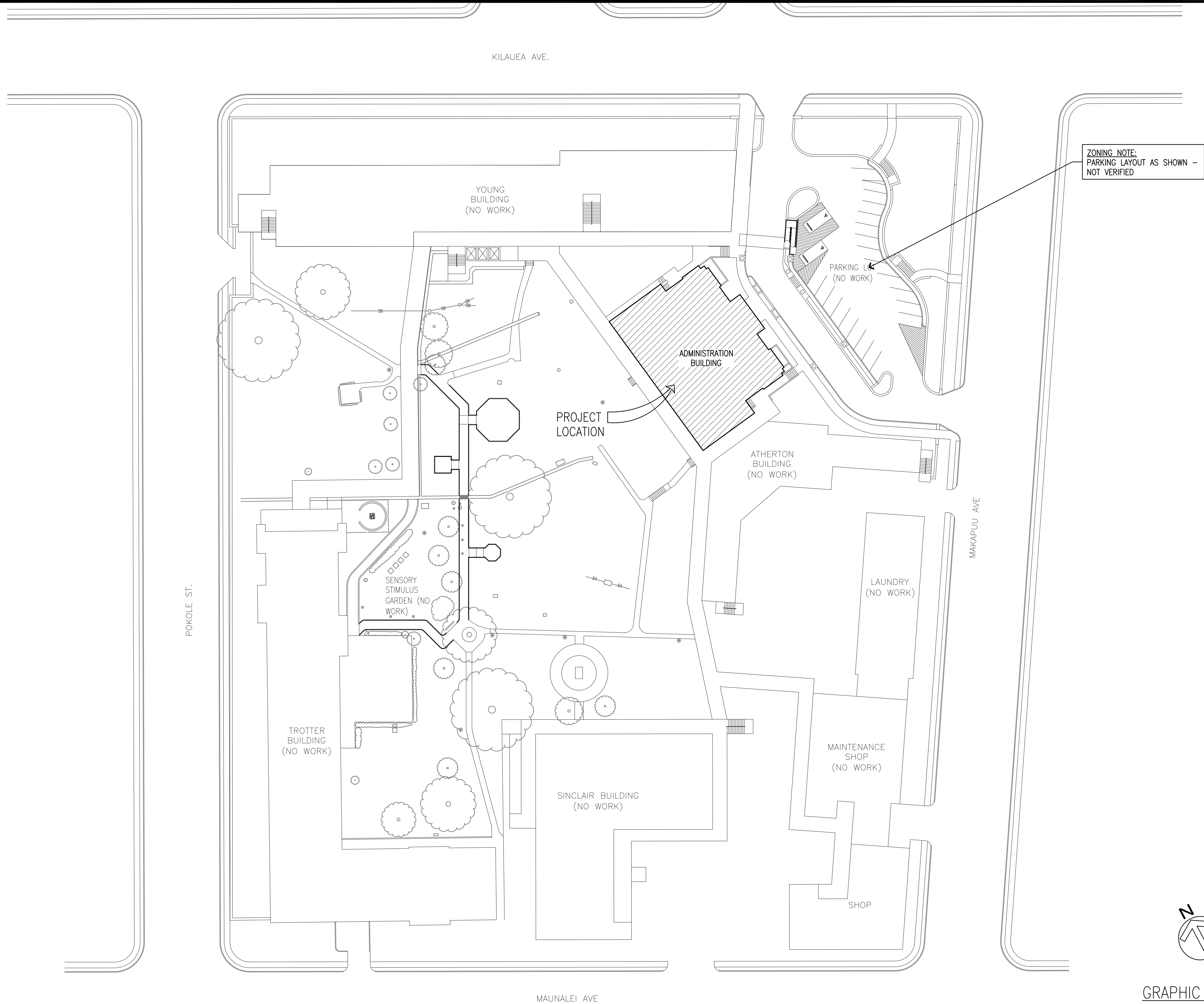
1. THE CONTRACTOR SHALL CAREFULLY EXAMINE THE DRAWINGS AND READ THE SPECIFICATIONS AND ALL OTHER PROPOSED CONTRACT DOCUMENTS PRIOR TO SUBMITTAL OF HIS BID PROPOSAL. THE CONTRACTOR SHALL FULLY INFORM HIMSELF OF THE SCOPE OF THIS PROJECT PRIOR TO THE SUBMISSION OF HIS BID PROPOSAL AS TO ALL CONDITIONS AND LIMITATIONS UNDER WHICH THE WORK IS TO BE PERFORMED. HE SHALL INCLUDE IN HIS PROPOSAL, A SUM TO COVER ALL COSTS OF ITEMS NECESSARY TO PERFORM THE WORK AS SET FORTH IN THE PROPOSED CONTRACT DOCUMENTS. NO ALLOWANCE SHALL BE MADE TO THE CONTRACTOR DUE TO LACK OF SUCH KNOWLEDGE.
2. IF THE CONTRACTOR IS IN DOUBT AS TO THE TRUE MEANING OF ANY PART OF THE PROPOSED CONTRACT DOCUMENTS, OR FINDS DISCREPANCIES IN OR OMISSIONS FROM ANY PART OF THE PROPOSED CONTRACT DOCUMENTS, HE MAY SUBMIT TO THE ARCHITECT A REQUEST FOR INTERPRETATION THEREOF.
3. CONTRACTOR SHALL SUBMIT HIS SUBSTITUTION REQUEST TO THE ARCHITECT PRIOR TO THE SUBMISSION OF HIS BID PROPOSAL. NO SUBSTITUTION REQUEST WILL BE ACCEPTED AFTER THE BID PROPOSAL HAS BEEN OPENED AND AWARDED.
4. ALL CONSTRUCTION SHALL CONFORM TO THE 2006 INTERNATIONAL BUILDING CODE (2006 IBC) AND THE LATEST CITY & COUNTY OF HONOLULU AMENDMENTS AND ORDINANCES.
5. THE CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND CONDITIONS PRIOR TO FABRICATING AND/OR ORDERING MATERIALS.
6. ALL MATERIALS FOR THIS PROJECT SHALL BE NEW AND FREE FROM ANY AND ALL DEFECTS UNLESS SPECIFIED OTHERWISE.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL WORK AMONG THE VARIOUS TRADES AS NECESSARY TO AVOID CONFLICTS AND TO ENSURE THAT THE INSTALLATION OF ALL WORK IS IN COMPLIANCE WITH THE CONTRACT DOCUMENTS.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL BACKING, BLOCKING, BRACKETS, ETC. AS REQUIRED FOR THE PROPER AND SECURED INSTALLATION OF ALL MATERIALS AND PRODUCTS.
9. THE CONTRACTOR SHALL FOLLOW ALL MANUFACTURER'S RECOMMENDATIONS FOR INSTALLATION OF THEIR PRODUCTS.
10. THE CONTRACTOR SHALL NOTIFY THE ARCHITECT IMMEDIATELY UPON ENCOUNTERING OR SUSPECTING ANY ADDITIONAL HAZARDOUS MATERIALS, ETC. DURING THE COURSE OF THIS PROJECT. THE CONTRACTOR IS NOT AUTHORIZED TO HANDLE, TEST, OR REMOVE SUCH ADDITIONAL MATERIALS WITHOUT SPECIFIC AUTHORIZATION FROM THE OFFICER IN CHARGE.
11. THE CONTRACTOR WITH THE SUPERVISION OF THE ARCHITECT, SHALL INSPECT AND NOTE ALL EXISTING DAMAGES PRIOR TO THE START OF WORK. ANY NEW DAMAGES RESULTING FROM THE CONSTRUCTION SHALL BE CORRECTED AT THE CONTRACTOR'S COST.
12. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN A SAFETY BARRICADE, AS NECESSARY, OR REQUIRED BY THE OWNER AND SHALL ASSURE SAFETY FOR THE PATIENTS, STAFF AND THE PUBLIC AT ALL TIMES.
13. THE CONTRACTOR SHALL REPORT ANY UNSATISFACTORY CONDITIONS AND/OR DISCREPANCIES TO THE CONTRACTING OFFICER. FAILURE TO COMPLY WITH THIS CONDITION MAY RESULT IN PLACING ANY AND ALL RESPONSIBILITY, LIABILITY AND EXPENSE TO THE CONTRACTOR.
14. STRUCTURES UNDERGOING CONSTRUCTION, ALTERATION OR DEMOLITION OPERATIONS, INCLUDING THOSE IN UNDERGROUND LOCATIONS, SHALL COMPLY WITH NFPA 241, STANDARD FOR SAFEGUARDING CONSTRUCTION, ALTERATION AND DEMOLITION OPERATIONS AND THIS CHAPTER 2006 NFPA 1.
15. TO THE BEST OF OUR KNOWLEDGE, THIS PROJECT CONFORMS TO ADA ACCESSIBILITY GUIDELINES.
16. PENETRATIONS SHALL BE FIRE-STOPPEND AND OPENINGS SHALL BE PROTECTED THROUGH FIRE RATED WALL, FLOOR, ROOF AND CEILING ASSEMBLIES AS REQUIRED BY THE 2006 IBC CHAPTER 7.

PROJECT NOTES

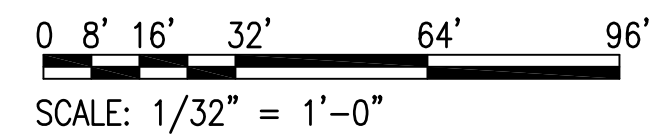
1. THE INTENT OF THIS PROJECT IS TO REPLACE MISSING SOFFIT BOARDS.
2. THE CONTRACTOR SHALL REMOVE AND REINSTALL APPURTENANCES AS NECESSARY TO ACCOMPLISH THE PROJECT'S INTENT.
3. THE CONTRACTOR SHALL COMPLY WITH ALL HOSPITAL RULES AND REQUESTS AND SHALL INSURE MINIMAL DISRUPTION AND INCONVENIENCE TO STAFF, RESIDENCE AND VISITORS.
4. WORKING HOURS SHALL BE MONDAY TO FRIDAY, 8:00 AM TO 4:30 PM. ALL WORK SHALL BE SCHEDULED AND COORDINATED WITH THE DESIGNATED HOSPITAL REPRESENTATIVE.
5. THE HAZMAT SURVEY AS PREPARED BY ENVIROQUEST, INC. SHALL BE PART OF THESE DOCUMENTS. REFERENCE TO THE EXISTENCE OF HASMAT SHALL BE NOTED BY THE CONTRACTOR. ALL PRECAUTIONS SHALL BE TAKEN AS NECESSARY, AND/OR AS DIRECTED.

<div style="display: flex; justify-content: space-between;"> <div> <p><b>Pacific Architects, Inc.</b>  2020 South King Street  Honolulu, Hawaii 96826  808-949-1501  fax 808-942-0054</p> </div> <div>  </div> </div>		<div style="display: flex; justify-content: space-between;"> <div> <p><b>LEAH HOSPITAL</b>  <b>ADMINISTRATION BLDG - SOFFIT REPLACEMENT</b>  3675 KILAUEA AV., HONOLULU, HAWAII 96816  T.M.K.: 3 - 2 - 031: 001</p> </div> <div> <p><b>SEALED</b>  <b>FOR CONSTRUCTION</b></p> </div> </div>	
<p><b>PROJECT TITLE</b></p>		<p><b>TITLE SHEET, CONSULTANTS, LOCATION MAP, VICINITY MAP &amp; NOTES</b></p>	
<p><b>DATE</b> DECEMBER 2015</p>		<p><b>BY</b> AS SHOWN</p>	
<p><b>REVISION</b> MT</p>		<p><b>CHECK</b> DM</p>	
<p><b>SCALE</b> AS SHOWN</p>		<p><b>DATE</b> DECEMBER 2015</p>	

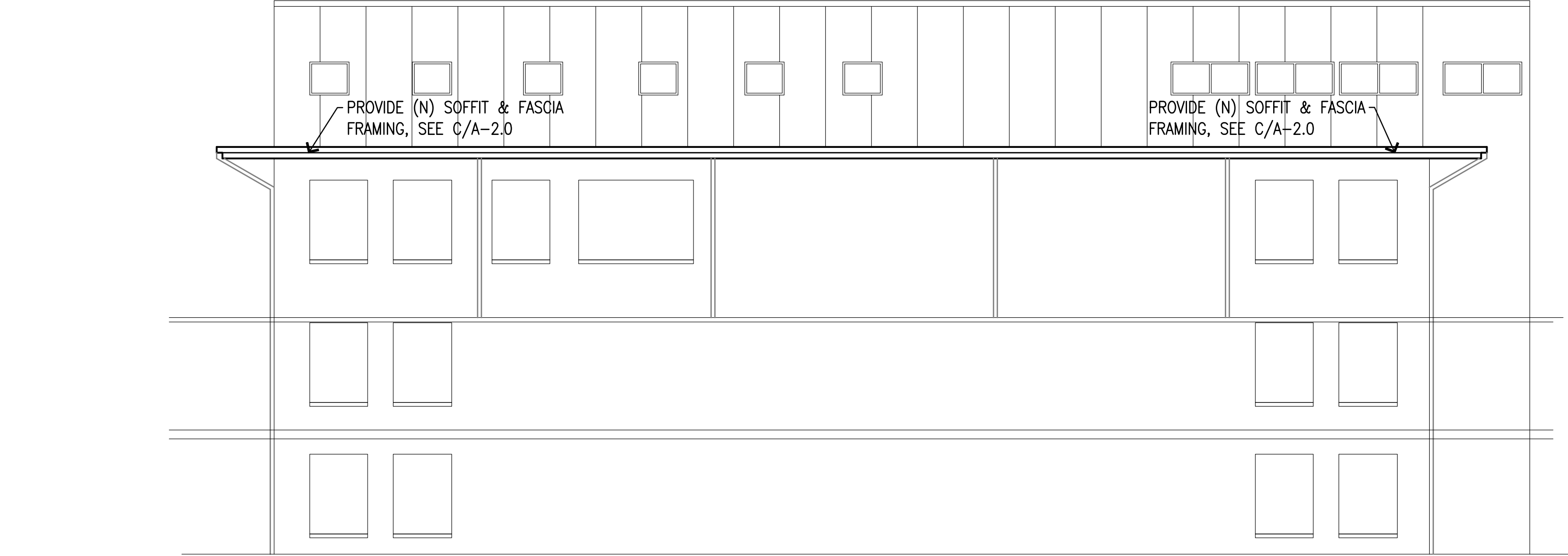




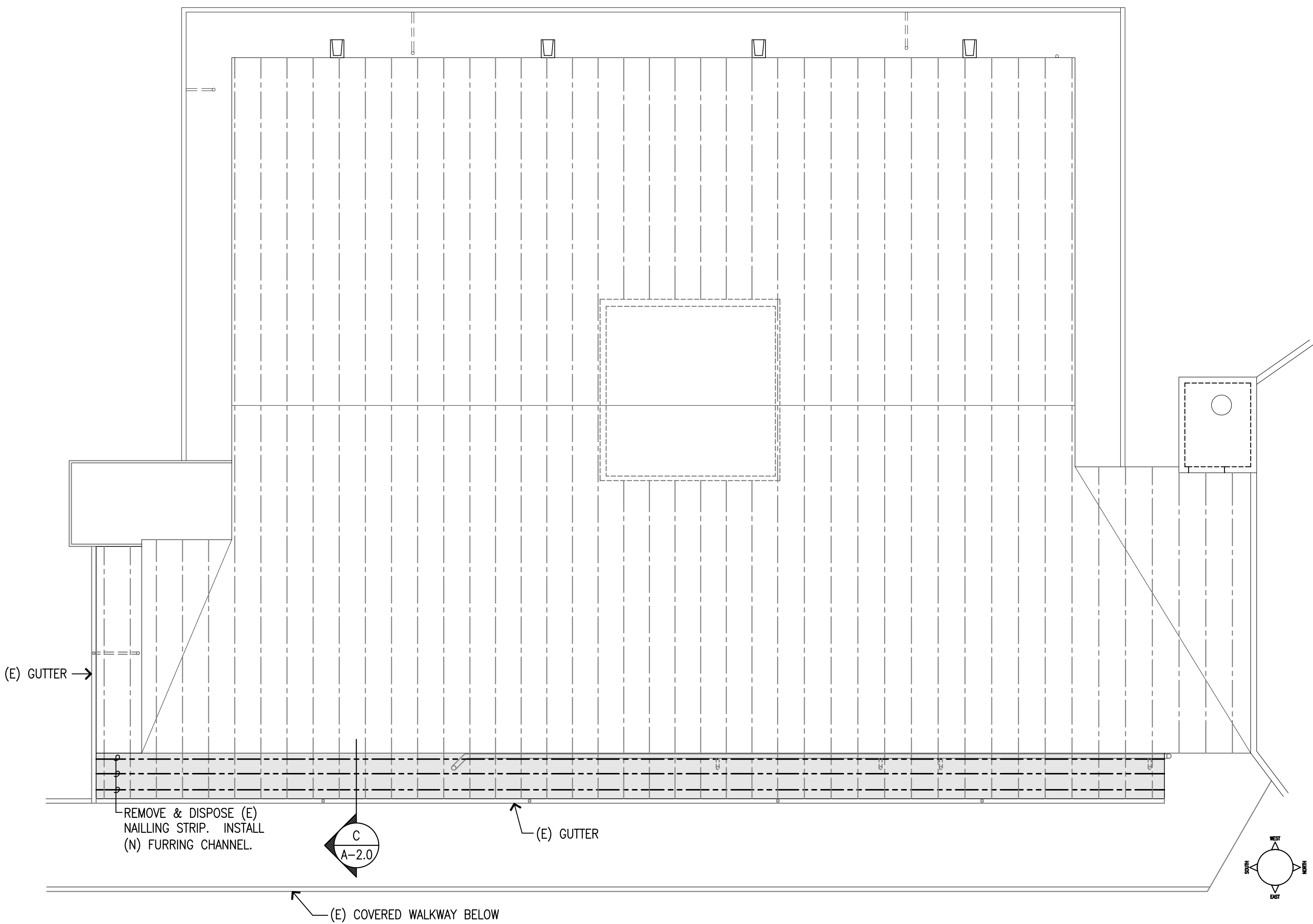
GRAPHIC SCALE:



PROJECT TITLE		SHEET TITLE	
LEAHI HOSPITAL ADMINISTRATION BLDG - SOFFIT REPLACEMENT 3675 KILAUEA AVE., HONOLULU, HAWAII 96816 T.M.K.: 3 - 2 - 031: 001		SITE PLAN	
DATE DECEMBER 2015		SHEET	
SCALE AS SHOWN		A-1.0	
DRAWN MT		CHECK DM	
PROJECT NO.		SHEET NO.	
DESCRIPTION		DATE	
REV. NO.		DATE	
This work was prepared by me or under my direct supervision and I am a duly licensed professional engineer in the State of Hawaii.		Signature K. M. Tsumaga LICENSE EXPIRES: APR. 30, 2016	
K. M. Tsumaga LICENSED PROFESSIONAL ARCHITECT NO. 4467 HAWAII, I.		Pacific Architects, Inc. 2020 South King Street Honolulu, Hawaii 96826 808-949-1601 fax 808-942-0054	
Pacific Architects, Inc.		2020 South King Street Honolulu, Hawaii 96826 808-949-1601 fax 808-942-0054	

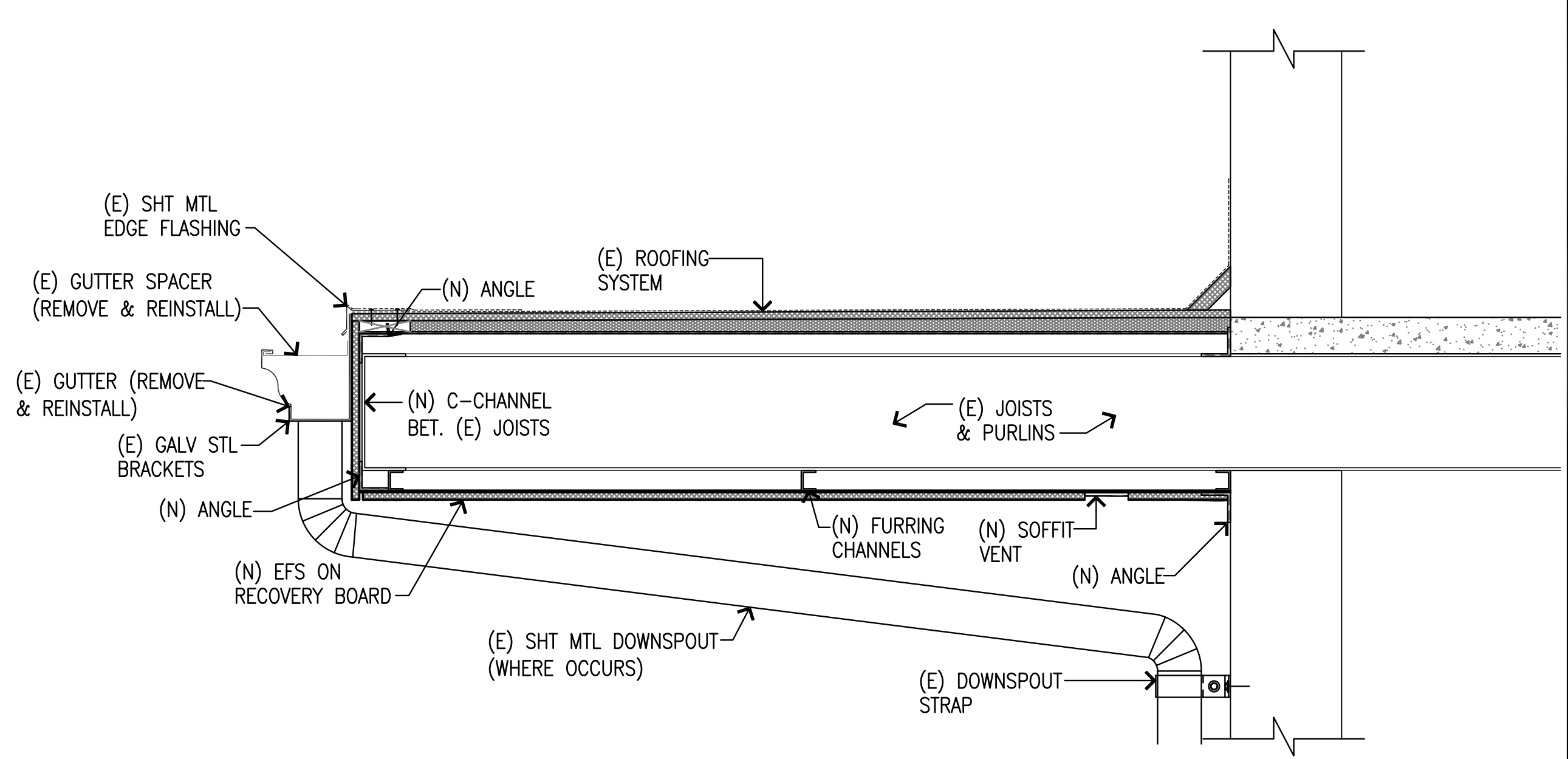


**B** EXTERIOR ELEVATION  
A-2.0 SCALE: 1/8" = 1'-0"



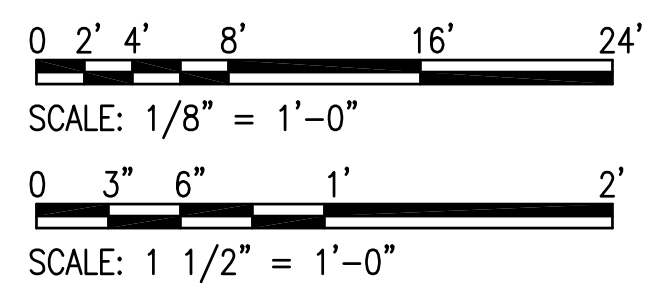
**A** SOFFIT REPAIR PLAN  
A-2.0 SCALE: 1/8" = 1'-0"

- WORK NOTES:**
1. REMOVE ALL FOREIGN DEBRIS PRIOR TO INSTALLING (N) SOFFIT.
  2. REMOVE & REINSTALL (E) GUTTER, GUTTER SPACER, ETC SO (N) FASCIA CAN BE INSTALLED.
  3. DISCONNECT DOWNSPOUT AS REQUIRED. RECONNECT DOWNSPOUT AFTER GUTTER HAS BEEN REINSTALLED.
  4. REMOVE (E) NAILING STRIPS & INSTALL (N) FURRING STRIPS.
  5. BOTTOM OF (N) SOFFIT TO MATCH BOTTOM OF (E) SOFFIT.
  6. (N) SOFFIT TO MATCH (E) SOFFIT IN TEXTURE & COLOR.



**C** DETAIL  
A-2.0 SCALE: 1 1/2" = 1'-0"

GRAPHIC SCALE:



DATE	DECEMBER 2015
DESCRIPTION	SOFFIT REPAIR PLAN, EXTERIOR ELEVATION & DETAIL
REV. NO.	
<p>This work was prepared by me or under my direct supervision and I am a duly licensed professional architect in the State of Hawaii.</p> <p>Signature: <i>[Signature]</i> License Expires: April 30, 2016</p>	
<p><b>Pacific Architects, Inc.</b> 2020 South King Street Honolulu, Hawaii 96826 808-949-1601 fax 808-942-0054</p>	
<p><b>PROJECT TITLE</b> LEAHI HOSPITAL ADMINISTRATION BLDG - SOFFIT REPLACEMENT 3675 KILAUEA AV., HONOLULU, HAWAII 96816 T.M.K.: 3 - 2 - 031: 001</p>	
<p><b>SHEET TITLE</b> SOFFIT REPAIR PLAN, EXTERIOR ELEVATION &amp; DETAIL</p>	
<p>DATE: DECEMBER 2015 SCALE: AS SHOWN DRAWN: MT CHECK: DM SHEET</p>	
<p><b>A-2.0</b></p>	