



LEAHI HOSPITAL
HAWAII HEALTH SYSTEMS CORPORATION

3675 Kilauea Avenue ■ Honolulu, Hawaii 96816 ■ Telephone: (808) 733-8000

May 20, 2024

TO: Interested Bidders

FROM: Scott Kawai
Contracts Department

SUBJECT: Addendum No. 1
IFB No. 23L-0477 Leahi Hospital Bathroom Renovation

The items listed hereinafter are hereby made a part of the contract for the above project and shall the work, taking precedence over previously issued Plans and Specifications governing the items mentioned:

- Please see attached for response to RFI dated Thursday, May 17, 2024.

END OF ADDENDUM NO. 1

ADDENDUM NO. 1

LEAHI BATHROOM RENOVATION

3675 Kilauea Avenue
Honolulu, HI 96816
Leahi Hospital

The items listed herein are hereby made a part of the contract for the above project and shall govern the work, taking precedence over the previously issued plans and specifications governing the items mentioned. All new work specified by this Addendum shall conform to the basic drawings and specifications.

DRAWINGS

Architectural:

Sheet A001:

Existing wall tile and fire alarm to remain and existing light fixtures to be replaced with new linear light fixtures as shown on attached Addendum No. 1 sheet 2 of 39.

Sheet A002:

Existing tall cabinet to be relocated as shown on attached Addendum No. 1 sheet 3 of 39.

Sheet A006:

Existing wall tile and fire alarm to remain as shown on attached Addendum No. 1 sheet 4 of 39.

SPECIFICATIONS

Replace in its entirety, Division I - General Requirements, Section 00000 to Section 01800 with the attached specifications: Division 0 - Bidding and Contract Requirements, Section 00210 and 00800, and Division 1 - General Requirements, Section 01019, 01100, 01140, 01300, and 01577.

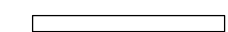
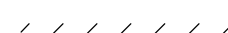
ADDENDUM NO. 1

LEAHI BATHROOM RENOVATION
3675 Kilauea Avenue
Honolulu, HI 96816
Leahi Hospital

Sheet 1 of 39

May 17, 2024

DEMOLITION WORK LEGEND

-  EXISTING WALL PARTITION TO REMAIN
-  REMOVE EXISTING WALL PARTITION

GENERAL NOTES:

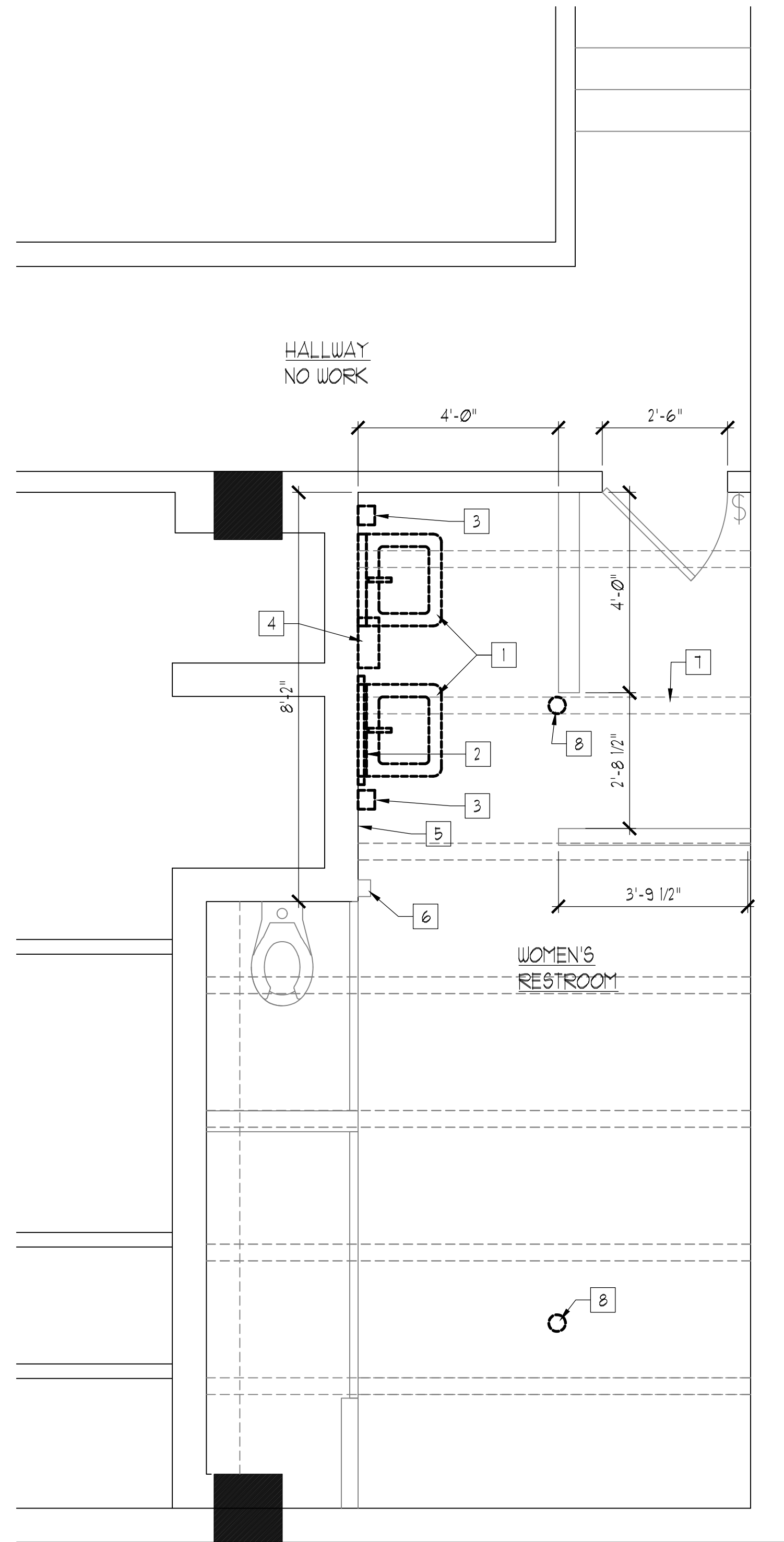
1. ALL FURNITURE & EQUIPMENT SHOWN DASHED TO BE REMOVED (EXCEPT FOR ITEMS NOTED OTHERWISE.)
2. PATCH ALL WALLS, FLOORS, & CEILING SURFACES DUE TO DEMOLITION. PREPARE TO RECEIVE SPECIFIED FINISHES.
3. SEE MECHANICAL DRAWINGS FOR ADDITIONAL DEMOLITION NOTES.
4. SEE ELECTRICAL DRAWINGS FOR ADDITIONAL DEMOLITION NOTES.
5. RETURN SALVAGED TOILET ROOM ACCESSORIES TO HOSPITAL.
6. CUT & PATCH WALLS AND FLOOR AS NECESSARY TO INSTALL NEW PLUMBING FIXTURES.

DEMOLITION WORK NOTES

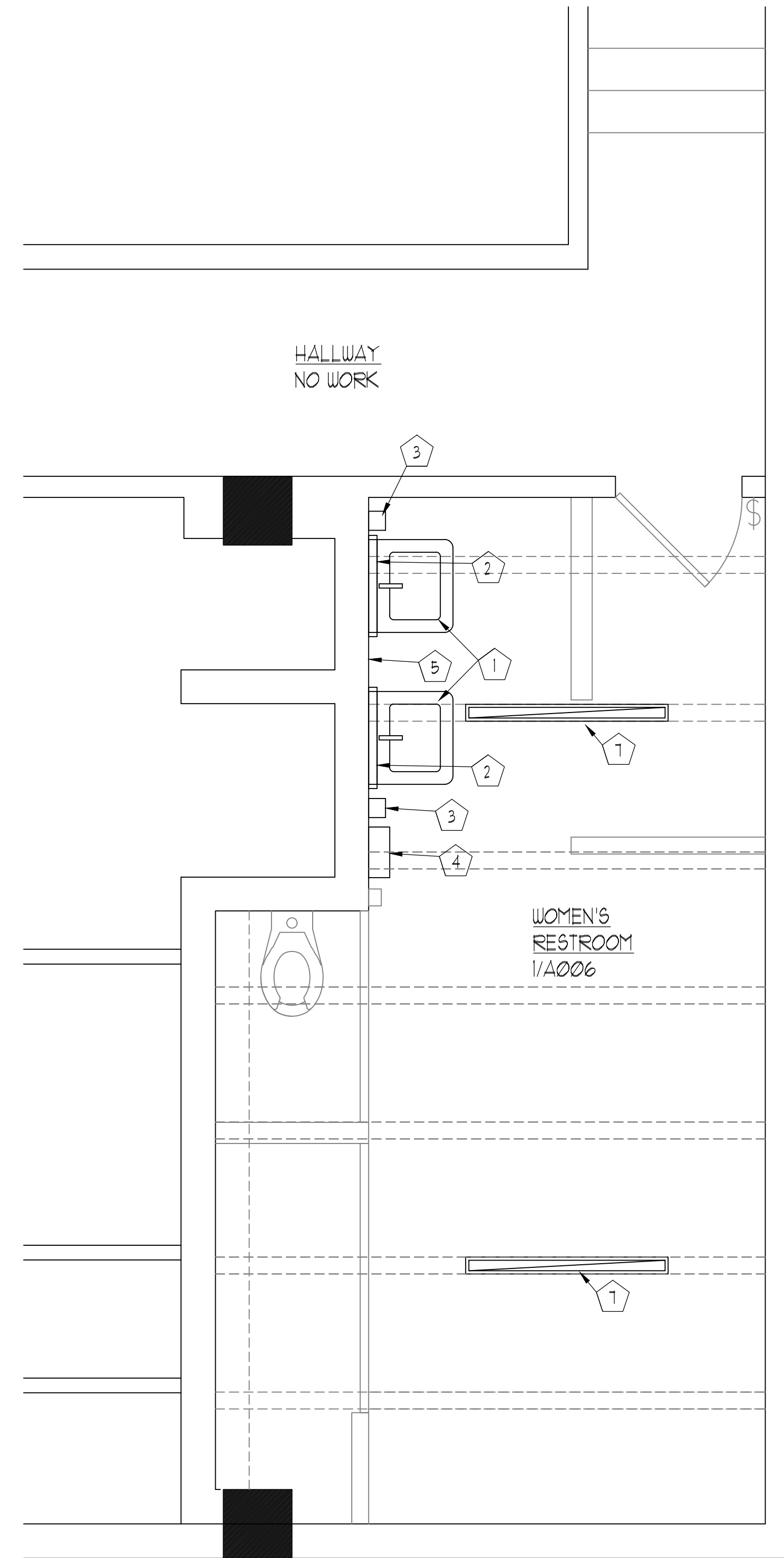
SYMBOL	DESCRIPTION
1	REMOVE & REPLACE EXISTING LAVATORY
2	REMOVE & REPLACE EXISTING MIRROR
3	REMOVE & SALVAGE EXISTING SOAP DISPENSER
4	REMOVE & SALVAGE EXISTING PAPER TOWEL DISPENSER
5	REMOVE WALL TILE
6	EXISTING WALL MOUNTED FIRE ALARM TO REMAIN
7	EXISTING CEILING JOISTS ABOVE, TYP.
8	REMOVE EXISTING LIGHT FIXTURE ABOVE

NEW WORK NOTES

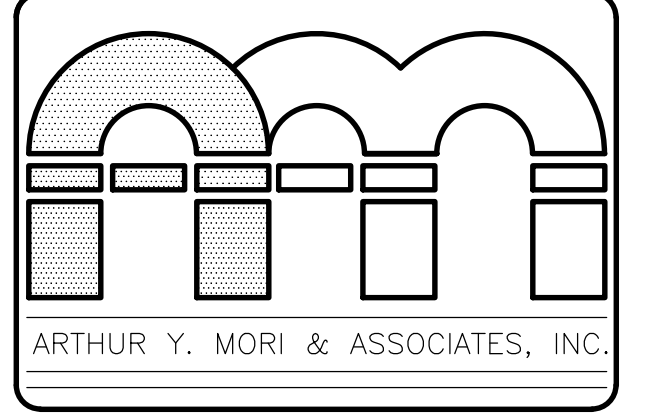
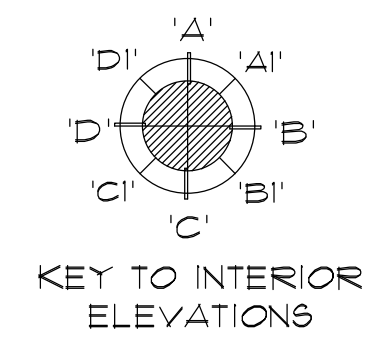
SYMBOL	DESCRIPTION
1	NEW LAVATORY
2	NEW 24"x48" MIRROR
3	NEW SOAP DISPENSER - FURNISH BY HOSPITAL
4	NEW PAPER TOWEL DISPENSER - FURNISH BY HOSPITAL
5	FILL GAPS IN WALL TILE TO MATCH EXISTING
6	NOT USED
7	NEW SURFACE MOUNTED LINEAR LIGHT FIXTURE ABOVE



A DEMO/EXST FLOOR PLAN - BASEMENT
 A001 SC: 1/2" = 1'-0"



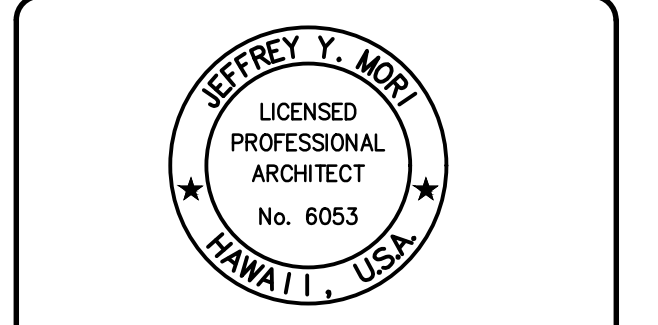
B NEW FLOOR PLAN - BASEMENT
 A001 SC: 1/2" = 1'-0"



ARCHITECTS AIA
 1314 SOUTH KING / SUITE 955
 HONOLULU, HAWAII 96814

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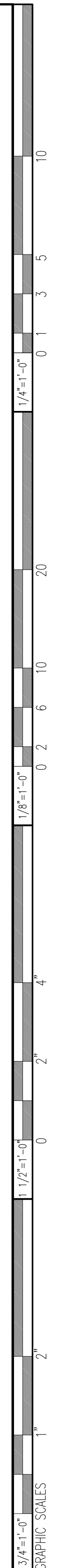
SHEET TITLE
 DEMO/EXST AND NEW FLOOR PLAN - BASEMENT



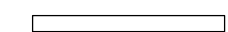
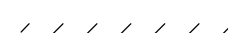
This work was prepared by me or under my supervision and construction of this project will be under my observation (observation of construction as defined in Section 16-115 of the Hawaii Administrative Rules, Department of Commerce and Consumer Affairs, entitled Professional Engineers, Architects and Surveyors of the State of Hawaii.)

NO.	REVISION
▲ 5.17.24	ADDENDUM NO. 1
▲	
▲	
▲	

JOB NO. _____
 SHEET **A001** DATE **SEPT 13, 2023**
3 OF **19** SHTS



DEMOLITION WORK LEGEND

-  EXISTING WALL PARTITION TO REMAIN
-  REMOVE EXISTING WALL PARTITION

GENERAL NOTES:

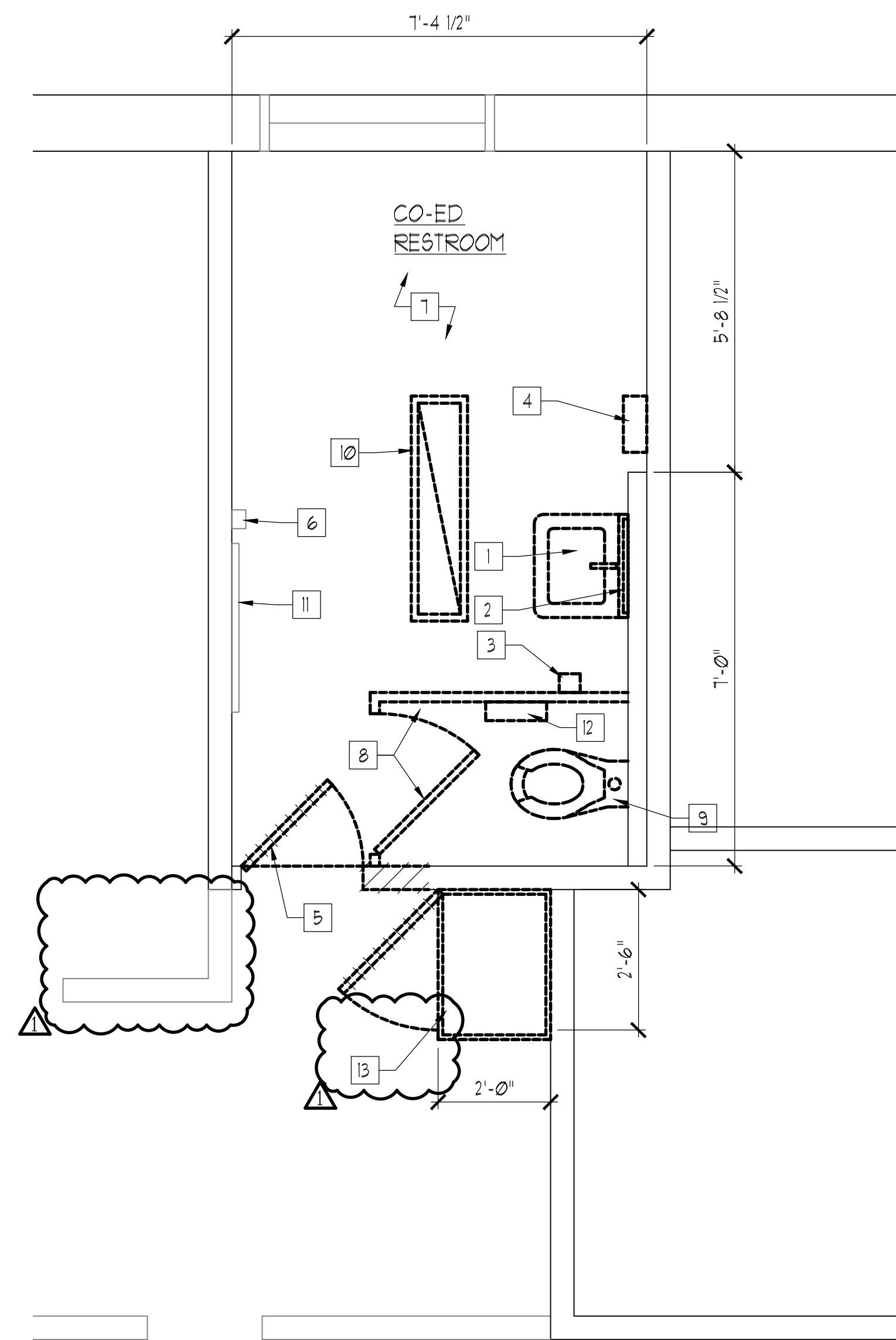
1. ALL FURNITURE & EQUIPMENT SHOWN DASHED TO BE REMOVED (EXCEPT FOR ITEMS NOTED OTHERWISE.)
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5. RETURN SALVAGED TOILET ROOM ACCESSORIES TO HOSPITAL.
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DEMOLITION WORK NOTES

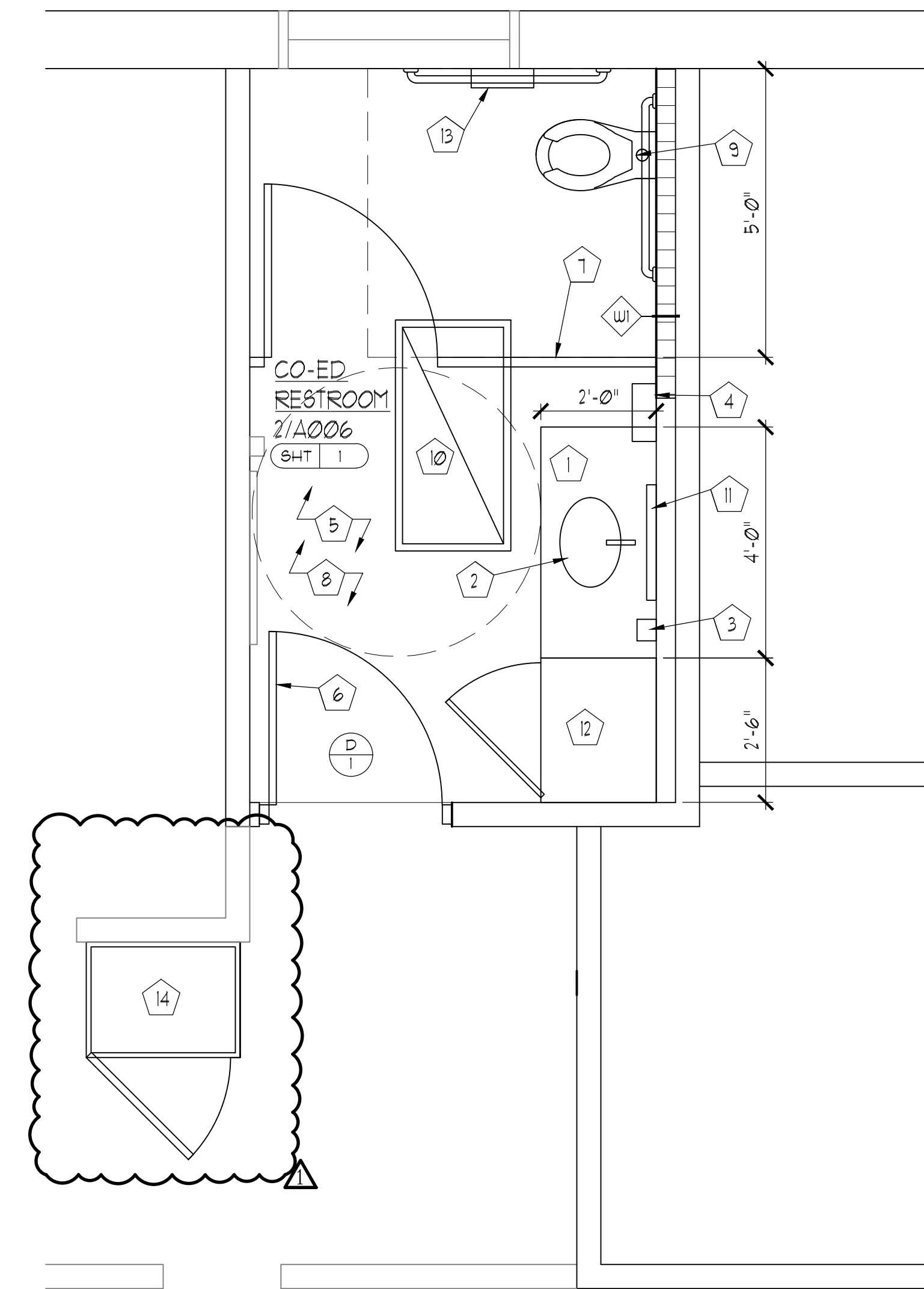
SYMBOL	DESCRIPTION
1	REMOVE EXISTING LAVATORY
2	REMOVE EXISTING MIRROR
3	REMOVE & SALVAGE EXISTING SOAP DISPENSER
4	REMOVE & SALVAGE EXISTING PAPER TOWEL DISPENSER
5	REMOVE DOOR
6	EXISTING WALL MOUNTED FIRE ALARM TO REMAIN
7	REMOVE WALL BASE TILE & PREP FLOOR TO RECEIVE NEW FLOORING
8	REMOVE EXISTING TOILET PARTITION
9	REMOVE EXISTING WATER CLOSET
10	REMOVE & REPLACE CEILING MOUNTED LINEAR LIGHT FIXTURE ABOVE
11	EXISTING BULLETIN BOARD TO REMAIN
12	REMOVE & SALVAGE EXISTING TOILET PAPER DISPENSER
13	REMOVE & RELOCATE EXISTING TALL CABINET

NEW WORK NOTES

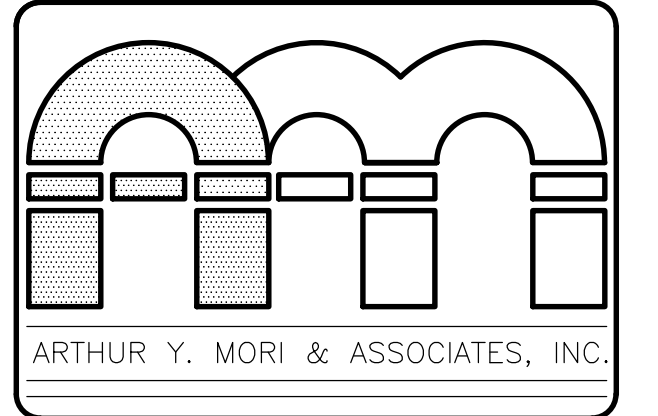
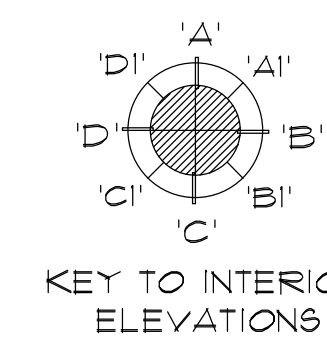
SYMBOL	DESCRIPTION
1	NEW BUILT-IN COUNTER
2	NEW UNDERMOUNT LAVATORY
3	NEW SOAP DISPENSER - FURNISH BY HOSPITAL
4	NEW PAPER TOWEL DISPENSER - FURNISH BY HOSPITAL
5	NEW SHEET VINYL FLOORING
6	NEW 36"x84" WOOD DOOR
7	NEW TOILET PARTITION
8	PAINT WALLS
9	NEW WATER CLOSET & GRAB BARS
10	NEW 2x4 CEILING MOUNTED LIGHT FIXTURE ABOVE
11	NEW 24"x48" MIRROR
12	NEW TALL CABINET
13	NEW TOILET PAPER DISPENSER - FURNISH BY HOSPITAL
14	RELOCATED EXISTING TALL CABINET



A DEMO/EXST FLOOR PLAN - GROUND FLOOR
SC: 1/2" = 1'-0"



B NEW FLOOR PLAN - GROUND FLOOR
SC: 1/2" = 1'-0"



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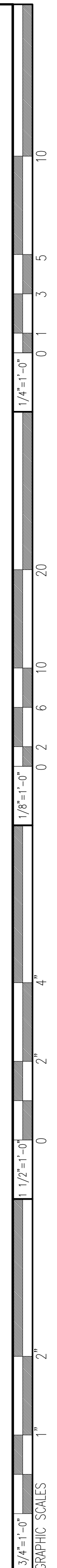


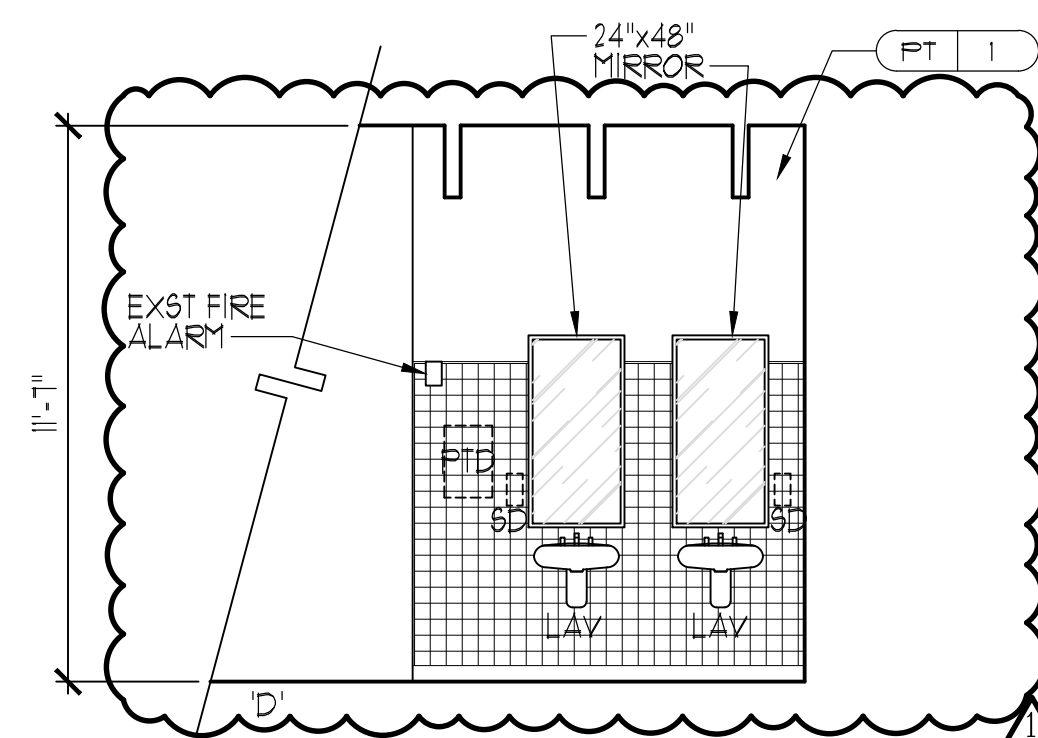
This work was prepared by me or under my supervision and construction of this project will be under my observation (observation of construction as defined in Section 16-115 of the Hawaii Administrative Rules, Department of Commerce and Consumer Affairs, entitled Professional Engineers, Architects and Surveyors of the State of Hawaii).

NOTE: Contractor to check and verify all dimensions at job before proceeding with work.

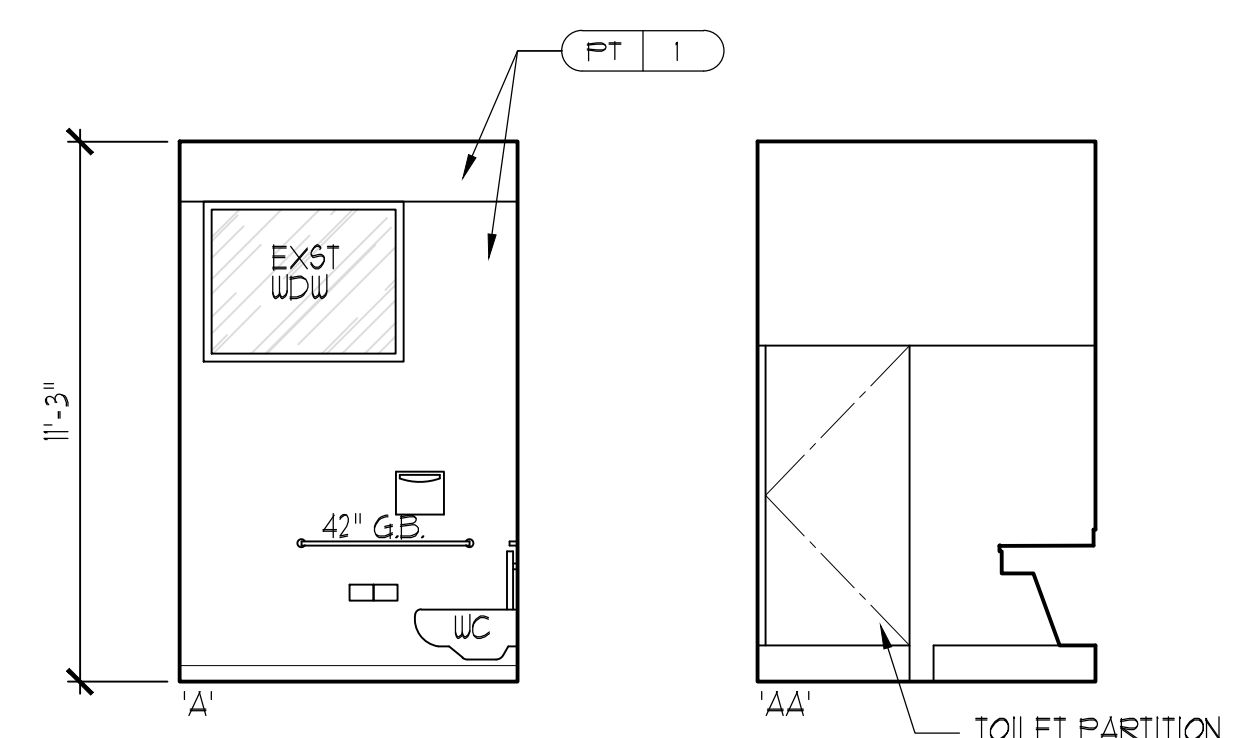
NO.	REVISION
▲ 5.17.24	ADDENDUM NO. 1
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JOB NO.	
SHEET	DATE SEPT 13, 2023
A002	4 OF 19 SHTS

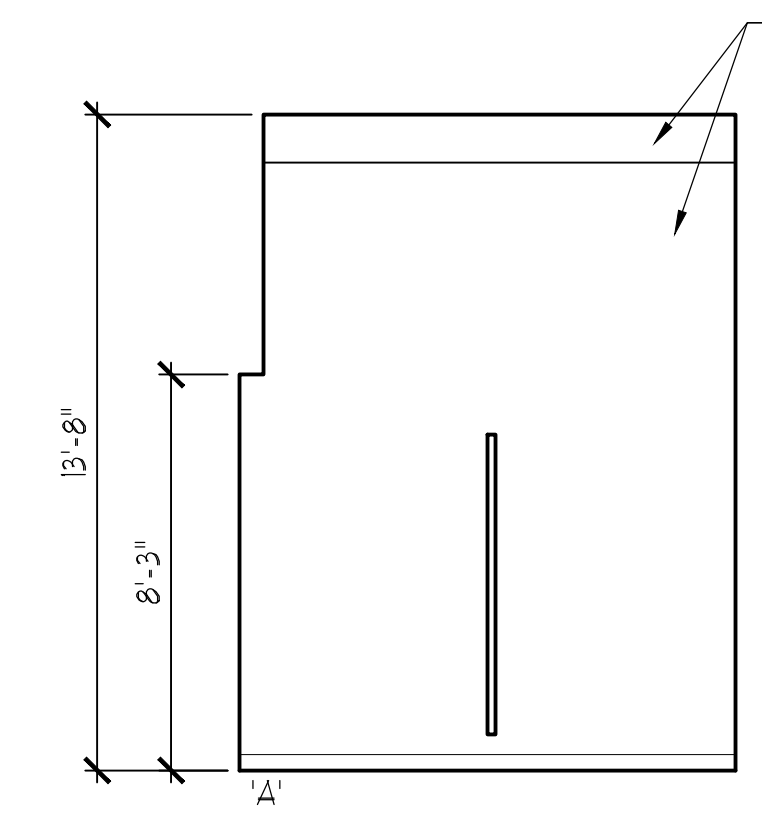
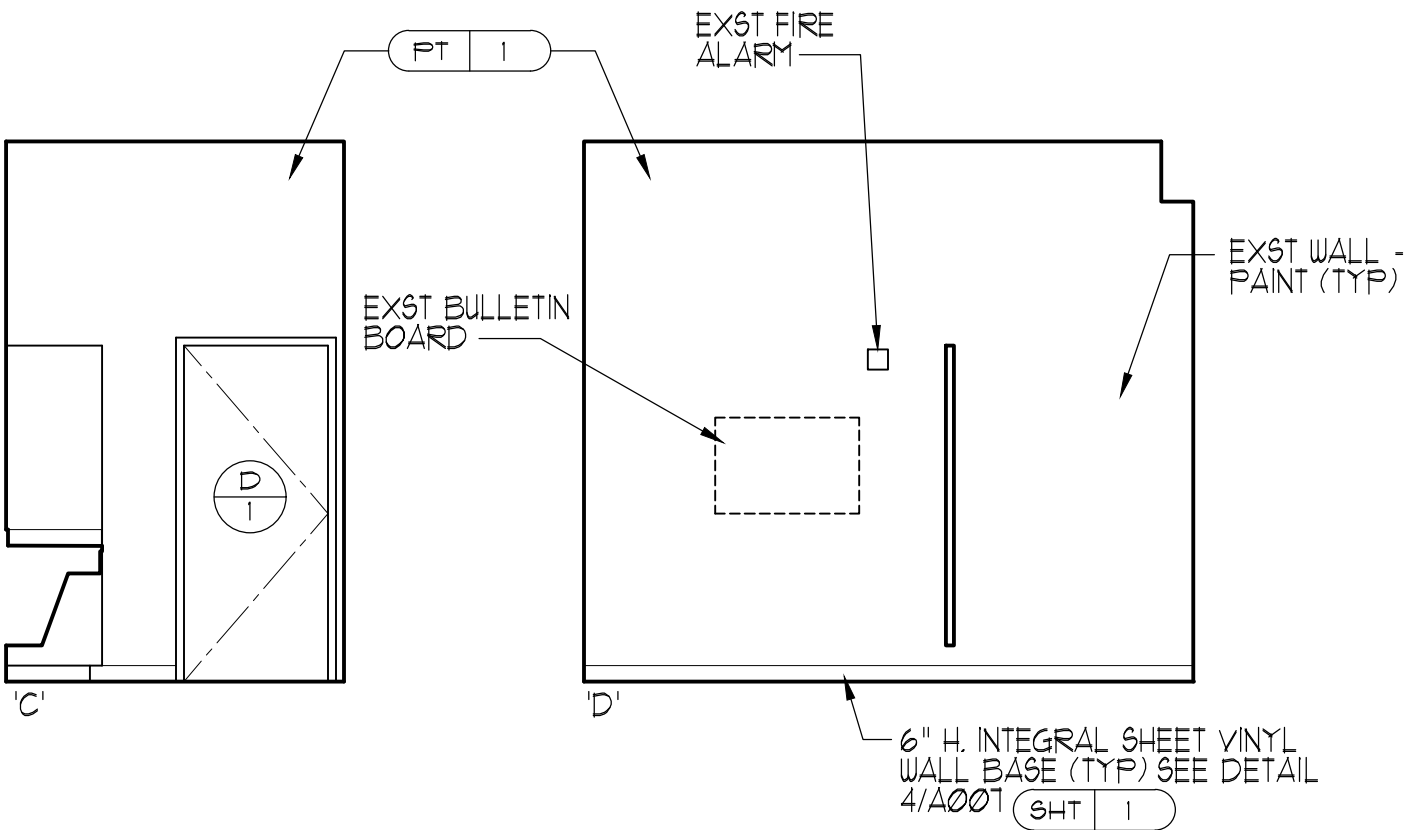
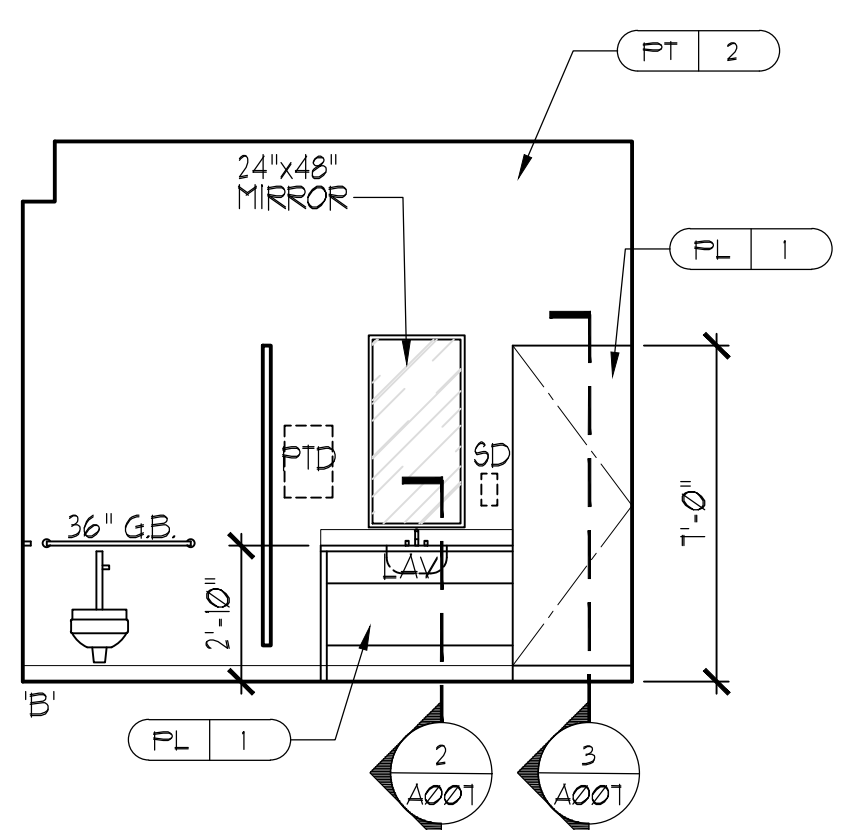




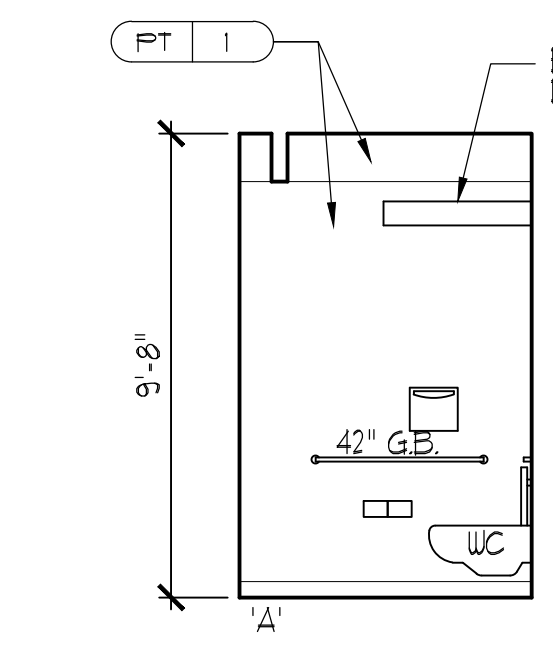
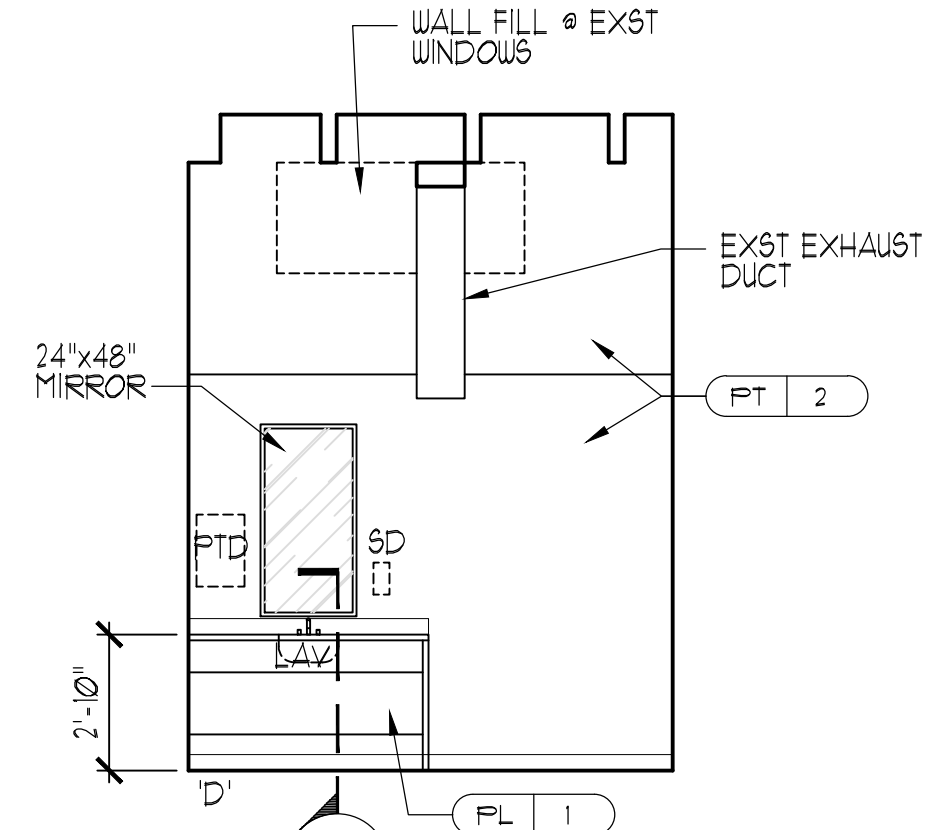
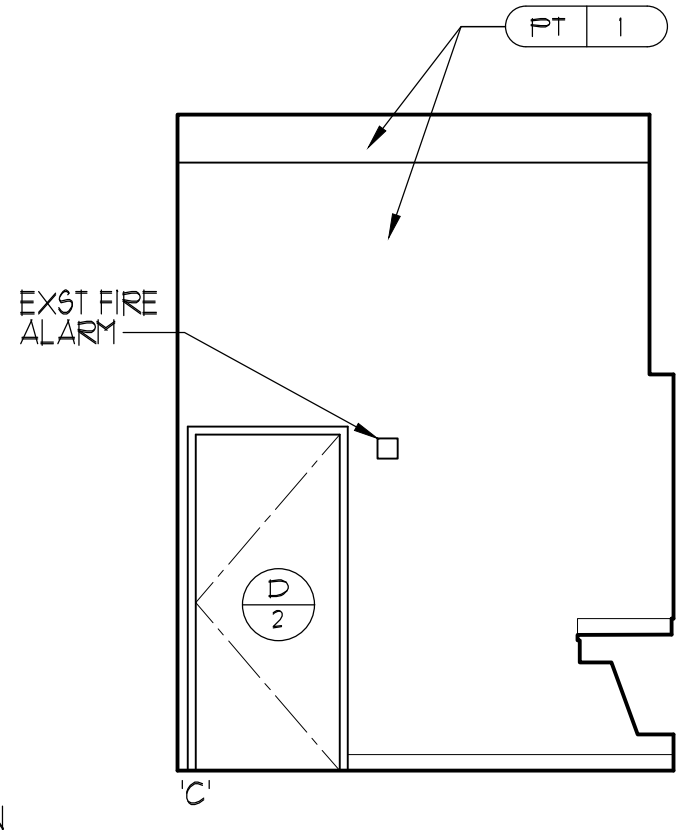
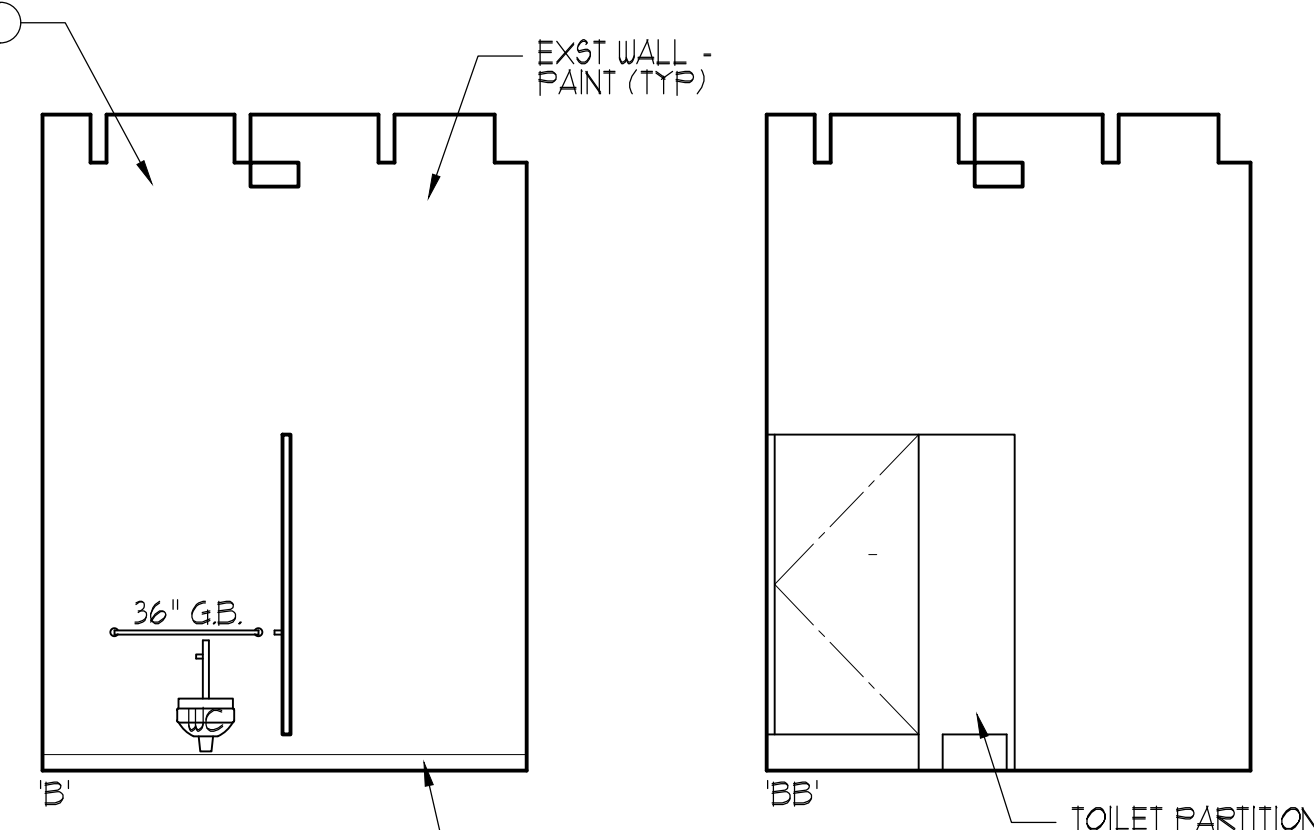
1 WOMEN'S RESTROOM - BASEMENT
A006



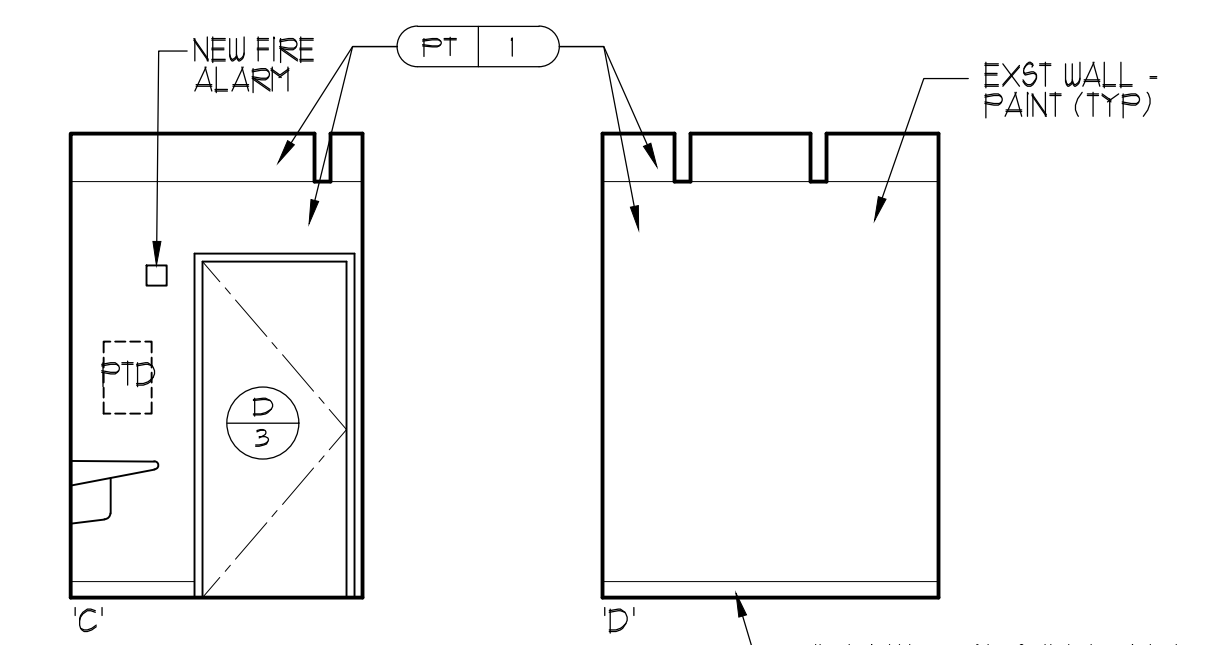
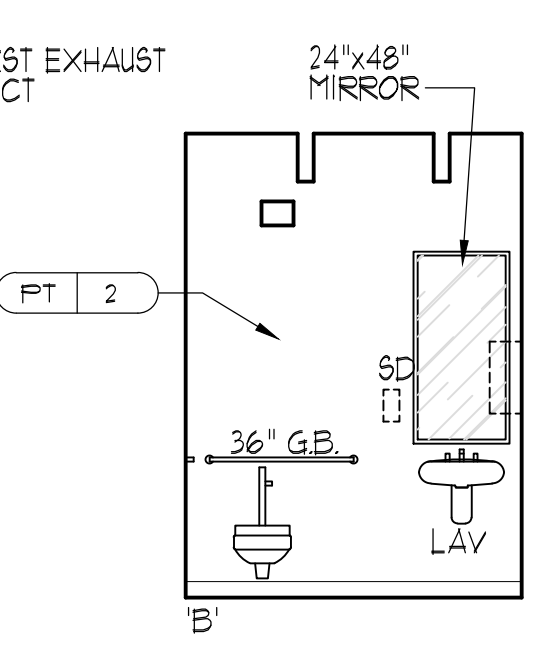
2 CO-ED RESTROOM - GROUND FLOOR
A006



3 WOMEN'S RESTROOM - 2ND FLOOR
A006



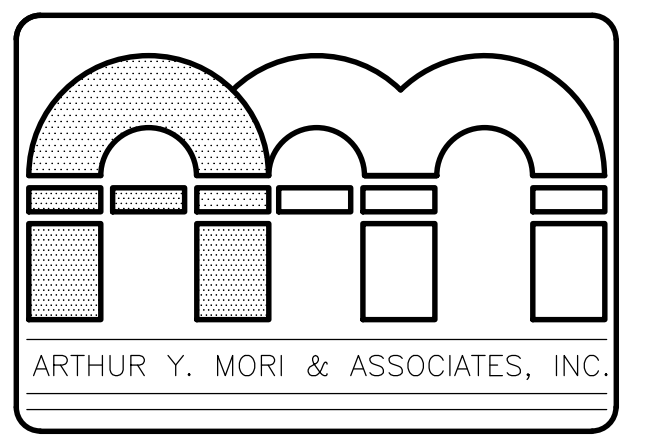
4 MEN'S RESTROOM - 2ND FLOOR
A006



FINISH SPECIFICATIONS

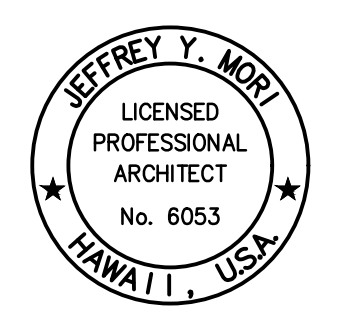
RESILIENT FLOORING	SHT-1 AHF CONTRACT COLLECTION: MIXED 4 VARIEGATED COLOR: 1HG2M02 - CITY DWELLER HOMOGENEOUS VINYL SHEET 4 INTEGRAL BASE	PAINT	PT-1 BENJAMIN MOORE COLOR: WINTER WHITE OC-21 LOCATION: TYPICAL WALLS & CEILING PT-2 BENJAMIN MOORE COLOR: SOFT FERN 2144-40 LOCATION: ACCENT PAINT WALLS
PLASTIC LAMINATE	PL-1 WILSONART COLOR: LANDMARK WOOD T99K-12	TOILET PARTITION	TP-1 BOBRICK COLOR: T8D
SOLID SURFACE	SS-1 CORIAN COLOR: PEPPERED TERRAZZO		
TILE	T-1 EMSEER COLLECTION: CUADRO COLOR: FAUN SIZE: 4"x5", FLAT 0914 MOSAIC LOCATION: BASEMENT WALL ONLY		

A INTERIOR ELEVATIONS
A006 SC. 1/4" = 1'-0"



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This work was prepared by me or under my supervision and construction of this project will be under my observation (observation of construction as defined in Section 16-115 of the Hawaii Administrative Rules, Department of Commerce and Consumer Affairs, entitled Professional Engineers, Architects and Surveyors of the State of Hawaii).

NOTE: CONTRACTOR TO CHECK AND VERIFY ALL DIMENSIONS AT JOB BEFORE PROCEEDING WITH WORK.

NO.	REVISION
5.17.24	ADDENDUM NO. 1

JOB NO.	
SHEET	DATE SEPT 13, 2023
A006	8 OF 19 SHTS

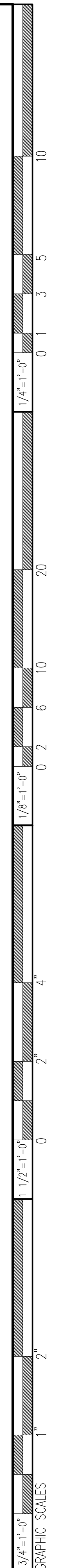


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SECTION 00210 - INSTRUCTIONS TO BIDDERS

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 00700 – General Conditions" and "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 to the bidders at the Contracts Manager's office. 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 Project Architect. Bidders shall comply with the following procedures:
 - 1. Identify each request with the Project Name.
 - 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. HAWAII PRODUCT PREFERENCE: If applicable to this project, bidders proposing to use Hawaii products shall complete the "Hawaii Product Schedule" by entering the product total cost (not unit price) and identifying the respective class. Bidders may provide a cost for any one or as many products listed in the schedule. Any product that is left without a respective cost and class designation cannot be used in the preference evaluation.

1. If there are several classes offered for a product, the bidder shall choose and circle the appropriate class, otherwise, preference will be given based on the class with the lower percentage.
 2. If the Hawaii product preference is used to determine the contract award, the bidder must use the designated Hawaii products in the work, otherwise the bidder (contractor) may be in default of the contract.
- C. RECYCLED PRODUCT PREFERENCE is not applicable to this project.
- D. OTHER CONDITIONS: Bidder acknowledges and agrees to the provisions and certifications stated in this article.
- E. RECEIPT OF ADDENDA: Bidder shall fill in the appropriate dates any addenda were received.
- G. 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. 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.
- G. **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.

H. 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. Chapter 103D, HRS, which provides for the preferences, shall apply.
 2. The total lump sum bid price is adjusted to reflect the applicable preferences.
 - a. For projects with alternates, the total lump sum base bid price and alternates will be adjusted to reflect the applicable preferences.
 3. Project control budget is established prior to the submission of bids.

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 OF 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 Section 6.3 Substitution of Materials and Equipment.
- 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) 497-9350

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

NAME: Mr. Scott Kawai
POSITION OR TITLE: Contracts Manager
TELEPHONE NUMBER: (808) 832-3001
Email: skawai@hhsc.org

- C. Prepare Drawings and Specifications.

NAME: Jeffrey Mori
POSITION OR TITLE: Architect
TELEPHONE NUMBER: (808) 554-6166
Email: ama@aymori.com

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. 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 \$500.00 per calendar day of delay.
- B. 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.
- C. 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 from the Contracts Manager's office, at Leahi, 3675 Kilauea St., 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 OWNER REP. The OWNER REP 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 up-dated on a weekly or bi-weekly basis as directed by the OWNER REP.
- B. On a weekly or bi-weekly basis, the Contractor shall conduct a progress meeting with the Hospital and OWNER REP. 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 OWNER REP 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 OWNER REP 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 OWNER REP 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 OWNER REP 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 Bathroom or area at a time. 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.

- B. Staging and storage of materials on-site is limited and shall be coordinated 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 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 SPECIAL PROVISIONS

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 OWNER REP 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 OWNER REP 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 OWNER REP determines does not accurately record the deviation may be corrected by the OWNER REP and the Contractor shall be charged for the services.
7. Submit the set of "FIELD POSTED AS-BUILT" drawings to the OWNER REP 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 OWNER REP and notify the HHSC Technical 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 OWNER REP 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 OWNER REP 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 OWNER REP 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 OWNER REP'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 OWNER REP 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 OWNER REP may reject as non-complying such material and products that do not bear identification satisfactory to the OWNER REP 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 OWNER REP, and any change shall be made in accordance with the OWNER REP'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 OWNER REP 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, interior or exterior finishes, 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 work, 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 surface 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 OWNER REP 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 OWNER REP and/or HHSC Representative.
- B. Maintain temporary construction barricade(s) throughout the duration of the Work. During the course of the project, the OWNER REP 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 PATCHING

- A. 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 OWNER REP 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 OWNER REP and/or HHSC Representative.

END OF GENERAL PROJECT REQUIREMENTS

SECTION 01100 - SUMMARY

PART 1 - GENERAL

1.01 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: The work shall generally consist of renovation of bathrooms on the ground, first floor and second floor of the Sinclair Building and miscellaneous work as indicated on the drawings and specified herein.
 - 1. Project Location: Leahi Hospital, 3675 Kilauea St., 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 OWNER REP.
- 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 OWNER REP 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 OWNER REP 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 OWNER REP and/or HHSC Representative.
- b. Permanent use of the loading area is prohibited.
- c. Subject to availability, the OWNER REP 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 OWNER REP and/or HHSC Representative.
- b. Arrange all temporary electricity and water service with the OWNER REP 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 OWNER REP and/or HHSC Representative. A minimum five (5) working days notice shall be provided. Contractor is forewarned that the OWNER REP 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 OF SUMMARY

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 OWNER REP 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 OWNER REP or HHSC Representative. Take precautions and prevent access to power equipment, tools, etc., by other than authorized construction personnel. Perform operations to ensure 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 OWNER REP. Contractor shall consider in his proposal interruptions or delays to his schedule of work due to special requirements of the hospital or HHSC Representative.

END OF WORK RESTRICTIONS

SECTION 01300 - SUBMITTALS

PART 1 - GENERAL

1.01 GENERAL REQUIREMENTS

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

1.02 PROCEDURES

- A. Unless otherwise specified, deliver submittals to the OWNER REP 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 OWNER REP or his Consultant's review stamp.
- C. Upon completion of review by the OWNER REP, the OWNER REP 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 01140.

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 OWNER REP will retain three (3) copies and return the balance to the Contractor.
5. The OWNER REP 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 OWNER REP'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 OWNER REP 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 OWNER REP on previous submissions.
7. The OWNER REP'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 OWNER REP'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 OWNER REP. All such portions of the work shall be in accordance with reviewed shop drawings and samples.

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 OWNER REP 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 OWNER REP, 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 SUBMITTALS

SECTION 01577 - POLLUTION CONTROL

PART 1 - GENERAL

1.01 SUMMARY

- A. Includes site and environmental control requirements.

1.02 TRASH, REFUSE DISPOSAL

- A. All debris shall be disposed in accordance with federal, state, and local requirements
- B. Burning of debris and/or waste materials on the project site is prohibited.
- C. Do not bury debris and/or waste material on the project site, unless specifically allowed elsewhere in these specifications as backfill material.
- D. 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.
- E. 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.
- F. Use enclosed chutes and/or containers to conveying debris from above the ground floor level.
- G. 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 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 OWNER REP 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 POLLUTION CONTROL

