

**REQUEST FOR BIDS / QUOTES FOR
BALLROOM WALLPAPER INSTALLATION
AT THE HAWAI'I CONVENTION CENTER
HONOLULU, HAWAI'I**

RFB 2023-14

March 2023

Proposal Due Date: April 14, 2023

For Information, Contact: Mari Tait

HCC's Contracting Officer at hccrfp@hccasm.com

Request for Bids/Quotes for
Ballroom Wallpaper Installation
for the Hawaii Convention Center

1. PURPOSE/OBJECTIVE

AEG Management HCC, LLC (“HCC”) is seeking to obtain bids/quotes from Bidder(s) to replace and install Wallpaper in the Ballroom at the Hawai’I Convention Center (“HCC”).

2. CONDITIONS AND LIMITATIONS

The bids/quotes and any information provided by prospective Bidder(s) shall be made a part of HCC’s official files without obligation on HCC’s part to return them to the original Bidder(s) (“vendor, bidder” or “supplier”).

This request for bids/quotes and the selected bidder’s responses may, by reference, become part of the formal Contract between HCC and the selected bidder resulting from this solicitation.

Bidder(s) shall not offer any gratuities, favors, or anything of monetary value to any official or employee of HCC or the State for the purpose of influencing consideration of a proposal.

3. SCOPE OF PROCUREMENT

The HCC is seeking bids/quotes for Wallpaper Installation for the Ballroom meeting the following specifications:

The Bidder(s) shall provide all labor and management to replace the wallpaper for the Ballroom. HCC will provide the wall covering material for the installation. Fiberglass panels will be removed by the Bidder. Wall fixtures will be removed and reinstalled by HCC personnel.

The bids/quotes must include all costs for installation of wallpaper to the HCC, including shipping, delivery, set up, and equipment.

The Bidder(s) shall be solely responsible for the satisfactory completion and quality of all work performed as determined by HCC.

1. Remove wall panels prior to installing wallcovering.
2. Remove current wallcovering from sides of panel prior to installing new wallcovering.
3. All visible surface of panel is to be completely covered.
4. Fabric finishes shall be stretched over, or bonded to the panel face, bonded to the panel edges, and returned a minimum of two inches on the back of the panel. The

finish shall be flat and wrinkle free and fully tailored at corners with no exposed darting.

5. Surface materials shall be free of adhesives.
6. Installation shall be with Bidder(s) recommended method. Any fasteners (wall anchors, screws etc.) are to be supplied by installing Bidder(s).
7. Installation will be in accordance with local code requirements and manufacturer's instructions or detail sheets. Installer shall provide for shimming and adjustments as required to maintain consistent alignment of joints and of finished panel faces and to ensure unstressed clip/mounting locations.
8. Installation labor for removal and replacement of product improperly installed and not conforming to specified installation methods as stated in section 3.6 shall be the responsibility of the installing Bidder(s).
9. Re-install wall panels upon completion of installing wallcovering.
10. HCC shall hold the Bidder(s) liable for all the acts of its employees.
11. Bidders(s) shall ensure compliance with the Health & Safety Procedures – Contractor Policy provided as an attachment.
12. Bidder(s) agrees to remove any of its employees from services rendered, and to be rendered, to HCC, upon verbal or written request by HCC. HCC reserves the right to ask the Bidders(s) to remove and replace any employee who conducts himself or herself in a manner detrimental to the operation of the HCC. Such conduct would include, but is not limited to, inappropriate behavior toward clients or staff of the HCC, consuming alcoholic beverages on the premises, taking of unauthorized HCC or client property from premises and unauthorized or illegal activity.
13. Once the contract is awarded, the Bidder(s) shall communicate directly with HCC's Point of Contact and Bidder(s) shall cooperate fully with HCC's Point of Contact in every way.
14. When a disagreement arises between the Bidder(s) and HCC regarding work performance of specific service requirements within the contract specifications, the directives of HCC shall prevail. Bidder(s) failure to comply with HCC's directives shall be deemed cause for corrective action and subject to contractual remedies.
15. Should the Bidder(s) discover any discrepancy in the specifications, the Bidder(s) shall immediately notify HCC's Point of Contact before proceeding any further with the work, otherwise, the Bidder(s) will be held responsible for any cost involved in correction of work placed due to such discrepancy.
16. If any work is not in full compliance with these specifications, the Bidder(s) shall make all necessary corrections to the full satisfaction of HCC and at no additional

cost to HCC. The Bidder(s) shall perform corrective work within the period allowed by HCC's Point of Contact.

17. The Bidder(s) shall immediately remedy any damages and defects caused by negligence of the Bidder(s) or its employees.

4. BID/QUOTE EVALUATION AND AWARD

Bids shall be submitted on the Proposal Form – Rate Card, provided as an attachment.

Bids/quotes shall be submitted with conditions, alterations, or corrections to hccrfp@hccasm.com. Bids shall be evaluated based on several criteria, including the installation plan and the specifications set forth in the foregoing "Scope of Procurement" section of this document. Price, compliance with specifications, and installation date will be three key factors for determining the contract award. Bids/quotes that are deemed non-responsive may be rejected.

5. TIMELINE OF THIS PROCUREMENT

The following is the proposed timetable for this procurement. The HCC reserves the right to adjust this timetable as it deems necessary throughout the course of this procurement.

| | |
|--|------------------------|
| Issue Request for Bids/Quotes | March 10, 2023 |
| Pre-Proposal Conference Site Visit (Mandatory) | March 21, 2023 at 10am |
| Questions regarding bid/quote proposal | March 24, 2023 |
| HCC's response to questions, and issuance of addendum, if necessary, | March 29, 2023 |
| Bids/quotes due date | April 14, 2023 |
| Award Contract | April 2023 |
| Execution of Agreement for Goods and Services | April 2023 |
| Installation of Wallpaper - Submit earliest available installation date. | |

6. INVOICING

Upon award of the contract for the Wallpaper Installation, the bidder shall execute an AIA A-105 Contract which will set forth the specific obligations of the bidder and payment process (i.e. terms and conditions). The AIA A-105 Contract shall incorporate this document and the bids/quotes provided by bidder. The AIA A-105 Contract is provided as an attachment.

7. USE OF SUPPLIES AND EQUIPMENT

If the scope of work requires the bidder to utilize and operate HCC equipment, an "Agreement for Rental of Equipment", and appropriate training and certification will be required before that equipment can be used. Rental rates may also apply.

8. RESERVATION OF RIGHTS

HCC reserves the right to reduce, amend, or expand the "Scope of Procurement" as provided herein.

9. SERVICE CONDUCT

The bidder shall be solely responsible for the satisfactory removal and installation of the Ballroom wallpaper as determined by HCC.

A. GENERAL REQUIREMENTS

1. Bidder(s) will provide an On-Site lead person who will be present during the entire project to coordinate with work crews and report to the HCC Operations Management.
2. Bidder(s) will provide all necessary equipment, ladders, tools, products, and materials to complete services.
3. Bidder(s) will cleanup work area and be responsible for removal of all debris at end of each working day and completion of project.
4. Bidder(s) to provide all personal protective equipment (PPE) and safety equipment required to complete services.
5. Bidder(s) will provide copies of certifications for staff that may be utilizing equipment requiring specialized certifications per Federal Occupational Safety and Health (OSHA) and Hawai'i Occupational Safety and Health (HIOSH) regulations.
6. Bidder(s) shall be responsible for any demolition work that might be necessary to accomplish the work.
7. Bidder(s) shall properly recycle and or dispose of the construction demolition materials and parts off site in accordance with approved environmental practices. The quantity and weight of all recycled materials shall be tracked and submitted to HCC.
8. Final job walk shall be conducted with HCC representative and punch list items, if any shall be completed and all closed out documents received, before final payment is made.
9. Along with the bids, the Bidder(s) shall submit a project outline and schedule that includes, but is not limited to, project milestones along with estimated duration for the work required to complete this project.
10. Provide all phasing around HCC event schedule to minimize HCC's operation impacts and shutdown periods. Notify and coordinate with HCC all shutdown periods.

B. SAFE PERFORMANCE AT WORK

1. While providing goods and/or services while at the HCC, the bidder(s) shall exercise due care and shall provide all necessary protection to prevent injury and/or damage.
2. The Bidder(s) shall be required to protect the HCC occupants and the general public from any unsafe conditions while providing goods and/or services at the HCC.
3. The Bidder(s) shall report all unsafe working conditions at HCC.
4. The Bidder(s) agrees to comply with all Federal Occupational Safety and Health (OSHA) and Hawai'i Occupational Safety and Health (HIOSH) laws, regulations, training and reporting while providing goods and/or services at the Hawai'i Convention Center.
5. 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 this solicitation by reference. The bidder shall carefully read and strictly comply with its requirements.

C. ORIENTATION, SUPERVISION AND TRAINING

The Bidder(s) is responsible for providing adequate orientation, supervision and training of all employees who provide goods and/or services at the HCC. All employees must be familiar with the layout of HCC and the Health and Safety Procedures – Contractor Policy after this orientation.

D. IDENTIFICATION

All Bidder(s) employees who will be at HCC longer than to drop off the equipment or goods, will be required to carry a bidder issued, picture ID which will be required to be always worn while working at the HCC. Bidder is to provide each employee with a plastic sleeve with clip to hold the ID and a lanyard. An HCC-issued identification badge or daily wristband will also be required to be always worn. This badge will be issued daily through the HCC Security Base office, upon check-in, and must be turned back in at the end of the labor shift, upon check-out at the HCC Security Base.

E. UNIFORMS

HCC requires Bidder(s) employees to always wear proper work attire when on HCC property. Additionally, employees must wear closed-toe shoes as well as any necessary personal protective equipment.

F. PERFORMANCE AND DISCIPLINE

The performance of Bidder(s) employees who serve HCC clients reflects directly upon the HCC. HCC reserves the right to monitor the Bidder(s) employee's job performance at any time. In some cases, it may be necessary for the Bidder(s) to remove the employee from the facility as described herein.

10. REQUIREMENTS FOR AWARD OF CONTRACT

Prior to the execution of the Agreement, Bidder(s) must furnish proof of compliance with the requirements of HRS 103D-310(c), including, without limitation, the following:

- a. Chapter 237, tax clearance;
- b. Chapter 383, unemployment insurance;
- c. Chapter 386, worker's compensation;
- d. Chapter 392, temporary disability insurance;
- e. Chapter 393, prepaid health care; and
- f. Proof that Contractor is:
 - a. Registered and incorporated or organized under the laws of the State, hereinafter referred to as a "Hawai'i business": or
 - b. Registered to do business in the State, hereinafter referred to as a "compliant non-Hawai'i business".

Bidder(s) must furnish a Certificate of Vendor Compliance and a certificate of insurance demonstrating compliance with any HRS vendor insurance requirements.

11. INDEMNIFICATION

Bidder(s) agrees to indemnify, defend and forever save and hold harmless The Hawai'i Convention Center, ASM Global Parent Inc., AEG Venue Management Holding LLC, Anschutz Entertainment Group, Inc., Levy Restaurants, Hawai'i Tourism Authority, the State of Hawaii, and each of its and their respective boards, commissions, agents, owners, members, shareholders, directors, officers, servants, employees, subsidiaries, and affiliates (hereinafter referred to as "Company Indemnitees"), unless not permitted by applicable law. Employees and volunteers (sometimes collectively referred to herein as the "Company Indemnitees" and individually as a "Company Indemnitee"), from and against any and all damages, claims, losses, demands, costs, expenses (including attorneys, fees and costs), obligations, liens, liabilities, actions and causes of action, threatened or actual, which any one of the Company Indemnitees may suffer or incur arising directly or indirectly out of or in connection with the Goods, performance of the Services or the failure of bidder to perform the Services in accordance with the terms of this Agreement or any act or omission of the bidder, including its employees, officers, or agents. The foregoing indemnification shall survive any termination or the expiration of the term of this Agreement.

12. INSURANCE

Without in any way limiting or altering the indemnification requirements of Bidder(s) under or pursuant to this Agreement, Bidder(s) shall, at its sole expense, procure and always maintain during the relevant term of this Agreement for Goods and Services all of the following insurance:

- a. Bidder(s) agrees, at its sole expense, to procure and maintain during the Term of this Agreement: (i) Commercial General Liability insurance, on an occurrence form, including blanket contractual liability, products and completed operations coverage, fire legal liability coverage, personal & advertising injury coverage (including but not limited to libel, slander, defamation of character, and discrimination) for the mutual benefit of bidder, Company successors and assigns, against all claims for personal injury, death or property damage in or about the Areas arising in the amount of \$1,000,000 per occurrence, \$5,000,000 in the aggregate, (ii) Commercial Automobile Liability insurance, on an occurrence basis covering all owned, non-owned, hired and leased vehicles with a limit of not less than \$1,000,000 per occurrence covering bodily injury and property and physical damage; and (iii) following form Umbrella or Excess Liability coverage with a limit of \$4,000,000 per occurrence in excess of \$1,000,000. (iv) Professional Liability/Errors & Omissions Insurance shall be for protection of claims arising out of negligent acts, professional services/errors, and omissions by or for the bidder and will be for \$5,000,000.
- b. The insurance policies set forth in (a) above shall name as Additional Insureds each of the Indemnitees (as set forth in Section 11 above), their respective affiliates, vendors, lenders, as well as each of their respective officers, directors, partners, members, shareholders, employees, agents, representatives, successors, and assigns. All such insurance shall be primary and non-contributing to insurance maintained by bidder.
- c. Bidder(s) agrees, at its sole expense, to procure and maintain during the term of this Agreement, Workers Compensation insurance in accordance with statutory limits and Employers Liability at a limit of \$1,000,000 per occurrence covering all employees, performers, participants and other personnel of Bidder(s) (other than such persons as are employed by bidder and its respective affiliates), which shall be evidenced on the certificate of insurance required to be provided in accordance with Section 12.f and 12.g below. Such insurance shall include a waiver of subrogation in favor of the Bidder(s).
- d. To the extent applicable, Bidder(s) shall obtain and maintain a Personal Property Floater and/or Miscellaneous Equipment insurance coverage on all of bidders' personal property, trade fixtures, and bidder's owned alterations, utility installations and third-party property damage. Such insurance shall be full replacement cost coverage with a deductible of not more than \$2,500.00 per occurrence. The proceeds from any such insurance shall be used by bidder for the replacement of personal property, tools & equipment. Bidder(s) shall provide Company with written evidence that such insurance is in force and shall causes its insurers to a waiver of subrogation in favor of Company.

- e. Company makes no representation that the limits or terms of coverage of insurance specified herein are adequate to cover Bidder's property, business operations or obligations under this Agreement.
- f. The insurance shall provide for coverage from commencement of work or occupancy of the premises. There will be no charge to Company for such coverage and a certificate of insurance evidencing such coverage shall be furnished to Company. Said policy of insurance and endorsements shall provide that the policy of insurance cannot be canceled without 15 days prior written notification to Company. Said insurance shall not restrict or limit the coverage of the additional insureds. If bidder fails to provide the required certificate of insurance at least five (5) business days prior to the commencement of work or occupancy of premises, Company may, in its sole and absolute judgment, either (i) acquire, at bidder's expense, such insurance as Company determines in its sole judgment to be necessary in order to protect the Company Indemnitees from any of the matters to be covered under subparagraph (a) above, or (ii) treat such failure as a default by bidder and terminate the Agreement.
- g. All insurance shall be affected by valid and enforceable policies issued by insurers of responsibility, licensed to do business in the Hawaii, such responsibility, and the insuring agreements to meet with the reasonable approval of Company. An insurer with a current A.M. Best rating of at least AVI or better shall be deemed to be acceptable. Receipt by Company of a certificate of insurance, endorsement or policy of insurance which is more restrictive than the contracted for insurance shall not be construed as a waiver or modification of the insurance requirements above or an implied agreement to modify same nor is any verbal agreement to modify same permissible or binding. Any agreement to amend this provision of this Agreement must be in writing signed by the parties.
- h. At the request, Bidder(s) shall promptly furnish loss information concerning all liability claims brought against company (or any other insured under company required policies), that may affect the amount of liability insurance available for the benefit and protection of the Company Indemnitees under this Agreement. Such loss information shall include such specifics and be in such form as Company.
- i. All insurance coverage available to Bidder(s) and any available proceeds more than specified minimum limits shall be available to Company.

APPENDIX A

HCC HEALTH AND SAFETY PROCEDURES

HAWAII CONVENTION CENTER
HEALTH & SAFETY PROCEDURES - CONTRACTOR POLICY

OVERVIEW:

Provide contractors of the Hawaii Convention Center (“HCC” or Facility) with the HCC/AEG Management HCC, LLC (“AEG”) rules, regulations and requirements when working at the Facility.

POLICY:

The policy of HCC/AEG is to provide a safe and secure environment for our clients, guests, visitors, contractors and employees.

PROCEDURE:

All contractors and sub-contractors are expected to abide to all HCC/AEG polices as listed:

- I. Health, Safety and Environment
- II. Access to Facility
- III. Fire, Health, and Safety - General Rules
- IV. Equipment Safety
- V. Hazardous Works and Materials
- VI. Special Requirements
- VII. General Do's and Don'ts

I. **HEALTH, SAFETY AND ENVIRONMENT**

A. **Compliance**

The Contractor, their employees and agents will comply with all relevant statutory and HCC/AEG's regulations pertaining to health, safety and environmental protection.

The Contractor shall ensure that all materials and equipment used in the project, regardless of the owner, comply with all relevant regulations and statutory requirements of HCC/AEG, the Government, local and other authorities with jurisdiction for occupational safety and health. All equipment requiring certification by authorizing agencies will be certified before brought onto Facility premises.

The Contractor is required to present license/certification of specific individuals who will operate any of HCC's lift equipment, in accordance with applicable state and federal OSHA regulations and HCC Safety Policies.

The Contractor is required to ensure proper license/certification is current, lawful and held by any individual operating lift equipment not owned by HCC.

B. **Responsibilities**

The Contractor is wholly responsible for the safety and safe working practices of its employees and agents. The Contractor will ensure their staff is trained and certified, as applicable, on the equipment required for the job, safety precautions and safe working practices before the job commences. HCC/AEG has the right to request the Contractor to provide certification, licensing or credentialing that is required by government regulation.

The Contractor shall report to HCC/AEG (Security Department) any incident or accident occurring, which involves any employee or agent of the Contractor. In cases of injuries or non-injuries incidents judged to be serious by HCC/AEG, the Contractor will carry out a full investigation without additional cost to HCC/AEG. A detailed report is submitted to HCC/AEG within three (3) working days, stating events relating to the incident or accident: the primary and contributory causes, conclusions, and recommendations to prevent reoccurrence.

The Contractor affirms that it has a written safety policy which is comparable to the HCC/AEG Safety Policy. The written safety policy is acknowledged, supported, and endorsed by HCC/AEG management. The Contractor further affirms that its safety policy has been disseminated and Contractor Employees and agents have been trained and signed off as completed.

The Contractor's safety policy will include a description of the Contractor's safety organization, procedures, and methods of communication to and from its employees and agents.

Contractors, their subcontractors, suppliers, and delivery vendors to all have appropriate and active Insurance Certificates and personal Medical Coverage for all employees or representatives.

C. **Health and Safety Site Control**

The Contractor will permit HCC/AEG access to any equipment, personnel, materials, and records involved in any job on the work site at HCC/AEG to enable HCC/AEG to:

1. Ensure the Contractor complies with all provisions presented herewith.
2. Ensure the Contractor is carrying out its responsibility under its Safety Policy.
3. Ensure the Safety Policy of the Contractor complies with all provisions presented.
4. Conduct, if required, independent investigations into an incident arising out of/or in connection with the job performance.

D. **Violation of Health and Safety Regulation**

If the Contractor is performing the job in an unsafe manner, or if its equipment requires modification to meet statutory or HCC/AEG safety standards, **HCC/AEG reserves the right to immediately suspend all or part of the job.**

The suspension notice shall include reasons for HCC/AEG issuing such notice and will outline the steps required to be taken by the Contractor to rectify the hazard.

The Contractor shall be considered inoperable of its obligations under this situation until the unsafe working condition hazard is remedied to the satisfaction of HCC/AEG.

The refusal or inability of the Contractor to remedy any hazardous working practice or to perform the required modification to its equipment within seven (7) days shall constitute a breach of Contract. HCC/AEG may, in addition to and without prejudice to any other rights the Contractor may have, terminate the Contract in accordance with the Contract.

E. **Personal Protective Clothing and Equipment**

The Contractor, at its own expense, supplies all its employees or agents, adequate personal protective clothing and equipment that will satisfy accepted industry standards as advised by HCC/AEG. Such protective equipment is supplied and always maintained in good condition at the Contractor's expense. The equipment must be worn on all relevant occasions as required by law, notice, instruction and in good sense.

F. **Security Checks**

HCC/AEG reserves the right to require the Contractor and their employees or agents to produce acceptable evidence of identification, such as a driver's license or identification card or badge, to HCC/AEG for the purpose of entering any premises of HCC/AEG. The Contractor and their employees and agents shall consent to the searching of any package, toolbox, or suitcase in their possession.

Contractors and their staff unwilling to comply with such requirement will not be permitted entry into any premises of HCC/AEG and, consequently, HCC/AEG will not be liable for any cost arising directly or un-directly out of such circumstances. The Contractor and their employees or agents shall also comply with such request prior to leaving the premises of HCC/AEG.

II. **ACCESS TO THE FACILITY**

A. **Access Control**

The Contractor must issue a list of all workers who will enter the Facility's premises by a company official. The list is provided to the Security Department prior to an employee or agent being authorized access to the premises.

Workers must identify themselves at the Security checkpoint entrance to the Facility. Verification will be by the submitted name list. Contractors should provide their workers with a nametag with the following information:

Name of company
Name and surname of worker
Position
Photograph of worker
Number of tag

Workers will be issued a colored wristband to verify they have checked in with HCC Security and are authorized to be on property.

The Facility, at its discretion, can object and require the Contractor to remove any person(s) employed by the Contractor or agent from the site who, in the opinion of the Facility is incompetent or negligent in the proper performance of their duties or whose employment or behavior is otherwise considered by the Facility as undesirable. Such persons are not employable or can continue work at the Facility.

B. **Means of Access**

Workers must only enter and exit the Facility through the Security Check-In on the Intermediate Level. It is accessible by walking along the Ala Wai Terrace Promenade past the Grand Staircase. When entering through the parking level, take service elevators 4 and 5 located in Section F, to the Intermediate Level "2" to Security Check-in. Contractors are not allowed to use guest elevators.

On the first day of work, all workers are to meet at the designated entrance for the identified management personnel to direct them to the work site.

C. **Daily Responsibility**

A responsible person designated by the Contractor will report their daily scope of work to the designated management in charge before commencing work. The Chief Engineer is the main point of contact should it be necessary to isolate or shut down any of the Facility plant equipment or systems.

D. **Event Contractor Use of Wristbands**

Should a contractor doing business on HCC decide to use a wristband system to ensure security within their area of operation, The Event Manager will be responsible for informing HCC Security of the use of wristbands and the color the contractor will be using. This will enable Security to select a different color than the contractor so there is no confusion.

E. **Before/After Shift**

Contractors are only allowed to be on site ½ hour prior and ½ hour after a scheduled shift. Contractors are not allowed on site when not scheduled.

III. **FIRE, HEALTH AND SAFETY - GENERAL RULES**

SMOKING IS STRICTLY PROHIBITED IN ALL AREAS OF THE FACILITY EXCEPT IN THE DESIGNATED SMOKING AREA.

Contractors and contractor's employees must abide by the Facility current COVID-19 protocols and procedures.

The contractor MUST appoint a responsible person to coordinate and ensure all safety measures and MUST be present at the project site at all times.

HCC/AEG designated management personnel will brief the contractor on the facility's firefighting system, fire detection system and evacuation routes and the Facility work safety guidelines.

All working areas must be cleaned, and debris removed from the Facility premises on a daily basis at the end of each day.

All work areas are to be properly secured prior to departure at the end of a day.

A fully supplied first aid kit must be provided by the Contractor and kept at the work site.

All workers are to be properly dressed based on the safety guidelines with proper shoes or boots.

All electrical equipment is to be properly wired, grounded with correct fitting plugs. Items inoperable or hazardous must be handled under the lockout tag out guidelines.

IV. **EQUIPMENT SAFETY**

Any moving vehicle (electric carts, scooters, bicycles, tricycles, etc.) must be pre-approved in writing for use by the Facility Director of Operations prior to use in the Facility. Use of approved vehicles is restricted to work areas only.

Approved personnel using a scissor or boom lift must wear a hardhat and eye protection. A safety harness is required when using lifts at all times.

Workers operating equipment, such as forklifts and aerial lifts must be certified in the use of such equipment and carry proof of such current certification while operating equipment. Operators must present current certification at Security Check-in and obtain a wristband authorizing use of lifts owned by HCC.

Transporting lifts to another level, through the Facility freight elevators require pre-approval and scheduling of an elevator operator through the Facility.

No vehicles or pallet jacks are allowed to be operated on the green, slate tile floor areas without pre-approval. Necessary preparations are required.

V. **HAZARDOUS WORK AND MATERIALS**

A special Work Permit must be filed with the Chief Engineer or designated department prior to commencement of hazardous work for:

- Welding
- Cutting
- Scaffolding work
- Spray painting or varnishing
- High suspension cleaning

Note: A separate fire extinguisher must be provided at location of all welding or cutting work.

All hazardous materials e.g. solvents, pressurized canisters, gasoline, oils, fuels, paints, varnishes etc. shall be stored in approved designated areas and in OSHA approved storage containers. All containers will be metallic and properly sealed. All containers will be properly labeled. Proper respiratory masks must be used. NO SMOKING must be enforced. All materials are identified in the MSDS sheets available in each department and Security Base. Contractors are responsible for disposing of any hazard chemical brought onto HCC property.

VI. **SPECIAL REQUIREMENTS**

A. **Noise Control**

The Contractor shall note that no noisy Work will be allowed to be carried out before 8 a.m. and after 5 p.m.

Due to "business as usual" factor for the Facility, it is further required that noise levels be maintained at a low level to minimize the disturbance/noise nuisance to the Facility occupants. This will include cutting of holes, drilling/fixing to structures, alterations and demolition, grinding of steel, removal of existing elements, finishes, fittings, fixtures, hacking/hammering etc. This type of work should be effectively reduced to an absolute

minimum by adoption of alternative methods/fixings and containment on the carrying out of all such noisy operations within limited periods daily.

Should noise levels in the opinion of the Facility become excessive and unacceptable under the above conditions, the Contractor will be requested to take immediate action to cease all operations giving rise to the unacceptable noise levels and to amend his methodology to allow him to continue within the acceptable noise limits.

B. Construction Barricades

The Contractor may be required to provide a section of boarding or construction barricades to match the surrounding area to separate the work areas from the Facility public areas and to prevent all unauthorized public access to all work areas. This boarding will require adaptation and relocation to suit the phasing/staging of the project work.

Before erection/ alteration of boarding, the Contractor will submit a detailed plan showing the proposed form/ location of boarding for approval by the Facility.

C. Quarterly Meeting

The Contractor is required to attend HCC Quarterly Contractor's meeting, held at the Facility. A minimum of one company representative must sign-in for attendance. Notification of the meeting schedule will be sent via email to the designated contact. It is the Contractor's responsibility to ensure that the most current email address and contact information is provided to the Facility.

VII. GENERAL DO'S AND DON'T'S

1. Only authorized subcontractors and their employees are permitted to operate and conduct business within the Facility. The Director of Operations will determine authorized contractors.
2. Children under eighteen (18) years of age are not permitted in work areas.
3. This is a State-owned building and therefore it is a NO SMOKING facility. Smoking is prohibited in all areas of the Facility except in the designated smoking areas. The designated smoking area is located in the ma uka/Waikikī corner of the parking garage. Contract employees are prohibited from using the Porte Cochere or Kahakai Drive as a smoking or break area.
4. Contractor must stay in designated job site areas only and must not stray to any other areas of the Facility under any circumstances. At the end of the shift, contractors are not allowed to remain on property or at their vehicles.
5. No Contractor is allowed, at any time, in the client, guest/public areas of the Facility nor be allowed to use any guest elevator or restroom in the Facility.
6. ALL contractor workers are required to sign in and out of the building at Security Check-In located on the intermediate level. Workers are required to sign in and obtain an identification wristband while on Facility property. Workers are required to return to Security Control and sign out at the end of their work shift.
7. All signs and traffic markings must be obeyed in the parking garage.

8. There is no overnight parking allowed unless prior arrangements have been made with the Director of Security. If authorization is given, an overnight permit will be issued and must be displayed on the dashboard of the vehicle it is issued to. Parking cost will be charged for each day the vehicle is parked. Vehicles left overnight without authorization will be towed at owner's expense.
9. Contract workers who are dropped off and picked up at the start and end of their shift need to arrange these pick-ups and drop offs on Kalakaua Avenue ONLY. Kahakai Drive is not to be used as a waiting area for pick up.
10. Contractor will maintain complete separation of construction areas for existing functions for airborne contaminants, dust control, noise, waste and all OSHA safety standards.
11. Contractor is responsible for the protection of his work and adjoining areas.
12. Contractor will maintain clear egress in corridors at all times during construction until completed or approved alternative route is established.
13. Under no circumstances may any exterior door be blocked open
14. Contractor shall use designated loading dock area only for the receiving of goods. Loading docks will be used for active unloading and loading only. Dock reservations are required and can be made through docres@hccasm.com. No vehicles will be parked in the loading dock. No deliveries through the front entrance are allowed.
15. Contractor must park in the area designated by the Facility.
16. There will be no alcohol, beer, wine or drugs consumed on the job site or during the workday whatsoever.
17. Meals are to be consumed only in the Lunch Room located on the Parking Level to the rear of Elevators 4 & 5.
18. All bags or boxes are subject to security check upon entering or leaving the building. Any refusals will cause the person to be barred from the Facility premises.
19. Contractor is to furnish their own tools. Under no conditions will a non-Facility employee be allowed to use a Facility tool. By the same token, Facility employees are not to use Contractor's tools.
20. The Facility is not responsible for the Contractor's property.
21. All work areas must be kept clean at all times. Contractor is responsible for the removal of all debris and excess material during and at the completion of the project. Contractor is not to use Facility telephones at any time for any reason.
22. Contractor must wear clothing, which is in good taste. Any attire which causes unwarranted distractions is unauthorized. Lack of a shirt or wearing muscle, fishnet, sleeveless shirts, cut-offs, shorts or sandals are not permitted. Clothing with offensive wording is prohibited.
23. Proper protective safety equipment shall be worn at all times. (No open toe shoes, slippers, etc.)
24. Contractors must conduct themselves in a professional manner and are subject to the same rules as Facility Employees. No shouting, profanity, "cat calling" or confrontation with Facility guests or with Facility employees will be tolerated.

25. Contractors are not permitted to fraternize with Facility employees, clients, guests or patrons.
26. The use of portable radios, stereos is strictly prohibited.
27. Violation of these policies will be documented and reported to Facility management for appropriate action

Revised: 2/2023

APPENDIX B
PROPOSAL FORM – RATE CARD

BALLROOM WALLPAPER INSTALLATION
for Hawai'i Convention Center

PROPOSAL FORM - Rate Card

| | | | | | | |
|--------------------------------------|--------------------|--|--|--|--|--|
| Project Cost | \$ COST | | | | | |
| Labor | 0.00 | | | | | |
| Hours to complete project | 0 | | | | | |
| Lift Rentals | 0.00 | | | | | |
| Removal/Disposal existing equipment | 0.00 | | | | | |
| Project Net Cost | 0.00 | | | | | |
| | | | | | | |
| Margins and Adjustments | | | | | | |
| General Conditions | 0.00 | | | | | |
| Bond & Insurance | 0.00 | | | | | |
| Overhead and Profit | 0.00 | | | | | |
| General Excise Tax | 0.00 | | | | | |
| Contingency | 0.00 | | | | | |
| Margins and Adjustments Total | 0.00 | | | | | |
| | | | | | | |
| Total Cost for Project | 0.00 | | | | | |
| | | | | | | |
| Schedule of rates / Per Hours | Hourly Rate | | | | | |
| Lead Installer | 0.00 | | | | | |
| Assistant Installer | 0.00 | | | | | |
| Job Title | 0.00 | | | | | |
| Job Title | 0.00 | | | | | |

APPENDIX C

AIA A105 CONTRACT

Standard Short Form of Agreement Between Manager and Contractor

AGREEMENT made as of the « » day of « » in the year «2023»
(In words, indicate day, month and year.)

BETWEEN the “Manager” of the Hawaii Convention Center (also referred to herein as the “Company”):
(Name, legal status, address and other information)

« AEG Management HCC, LLC »«a Delaware Limited Liability Company »
« 1801 Kalakaua Avenue »
« Honolulu, Hawaii 96815»
« »

and the Contractor:
(Name, legal status, address and other information)

« »« »
« »
« »
« »

for the following Project:
(Name, location and detailed description)

«Design and Build Project to install wallpaper for the Hawaii Convention Center per the scope of work described in RFB 2023-14 (Section 3). Hereinafter collectively referred to as “Work” or “Scope of Work”.» .»
«»
«»
« »

The Company and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of the following documents, in order of precedence:

- .1 This Agreement signed by the Company and Contractor;
- .2 The Special Conditions (attached hereto as Exhibit "A");
- .3 General Conditions (attached hereto as Exhibit "B");
- .4 The Request for Proposals (RFP 2023-14) for the Ballroom Wallpaper Installation for Hawaii Convention Center (the "RFB"), including all addenda, attachments, and amendments (attached hereto as Exhibit "C");
- .5 Contractor's Proposal dated _____ (attached hereto as Exhibit "D")
- .6 Any written orders for changes in the Work, pursuant to Article 10, issued after execution of this Agreement.

«N/A »

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

§ 2.2 Date of Commencement:

Unless otherwise set forth below, the date of commencement shall be indicated in a written "Notice to Proceed" letter.

(Insert the date of commencement if other than the date of this Agreement.)

« »

§ 2.3 Substantial Completion:

Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work:

(Check the appropriate box and complete the necessary information.)

[« »] Not later than « » (« ») calendar days from the date of commencement.

[« »] By the following date: « »

§ 2.4 Liquidated Damages:

The Contractor's failure to substantially complete the Work within the time period set forth in Section 2.3 shall result in liquidated damages in the amount not less than \$ _____.

ARTICLE 3 CONTRACT SUM

§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

(\$ « »)

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work: *(Itemize the Contract Sum among the major portions of the Work.)*

| Portion of the Work | Value |
|---------------------|-------|
| N/A | N/A |

§ 3.3 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Company:

(Identify the accepted alternates. If the bidding or proposal documents permit the Company to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

«N/A »

§ 3.4 Allowances, if any, included in the Contract Sum are as follows:

(Identify each allowance.)

Allow 5 Labor days for unscheduled work stop days, as notified by Company or on the actual day, or as communicated at an OAC meeting.

| Item | Price |
|-------------------|----------------------|
| 5 days labor stop | Included in contract |

§ 3.5 Unit prices, if any, are as follows:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

| Item | Units and Limitations | Price per Unit (\$0.00) |
|------|-----------------------|-------------------------|
| N/A | | |

ARTICLE 4 PAYMENTS

§ 4.1 Based on Contractor's Applications for Payment, Company shall pay the Contractor, in accordance with Article 12, as follows:

(Insert below timing for payments and provisions for withholding retainage, if any.)

«4.1.1 – The period covered for each payment application shall cover 1 (one) calendar month, ending on the last calendar month.

4.1.2 – The Company will pay the contractor in full minus Ten Percent (10%) retainage for each calendar month payment application, certified by Company, until such a time that the contract is past Fifty Percent (50%) complete, the retainage will then reduce to Five Percent (5%) until the contract is complete and Substantial Completion is achieved.

4.1.3 – Application for payment shall show the percentage of completion of each portion of the work, as of the end of the period covered by the application for payment.

»

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.

(Insert rate of interest agreed upon, if any.)

«N/A » %

ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall maintain the following types and limits of insurance until the expiration of the period for correction of Work as set forth in Section 14.2, subject to the terms and conditions set forth in this Section 5.1:

§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than one million dollars (\$1,000,000.00) each occurrence, five million dollars (\$5,000,000.00) general aggregate, including products completed operations and personal and advertising injury. Commercial General Liability insurance on a per occurrence basis, shall include: (i) Broad form property damage; (ii) Contractual liability insurance, as part of the commercial general liability policy, insuring the Contractor's liabilities assumed under this Contract, including indemnification obligations under Section 8.12; and (iii) a follow form umbrella or excess liability with a limit of \$4,000,000.00 per occurrence in excess of \$1,000,000.00.

§ 5.1.2 Automobile Liability covering vehicles owned, leased, hired, and non-owned vehicles used, by the Contractor, with policy limits of not less than one million (\$1,000,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage. Automobile Liability insurance shall include coverage for automobile contractual liability.

§ 5.1.3 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 5.1.1 and 5.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers. All such insurance shall be primary and non-contributing to insurance maintained by Company.

§ 5.1.4 Workers' Compensation at applicable statutory requirements, and Employer's Liability with policy limits not less than one million dollars (\$1,000,000.00) each accident, and one million (\$1,000,000.00) each employee, including a Waiver of Subrogation in favor of Company, AEG Venue Management Holdings, LLC, ASM Global Parent, Inc., State of Hawaii, Hawaii Tourism Authority (HTA), and their respective affiliates, licensees, lenders and contractors, as well as each of their respective officers, directors, partners, members, shareholders, employees, agents, representatives, successors and assigns, (hereinafter referred to as "Company Indemnitees"), unless not permitted by applicable law.

§ 5.1.5. The Contractor shall provide builder's risk insurance to cover the total value of the entire Project on a replacement cost basis, including a Waiver of Subrogation in favor of Company.

§ 5.1.6 Other Insurance Provided by the Contractor

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

| Coverage | Limits |
|---|--|
| Professional Liability/Errors and Omissions Insurance | Five million dollars (\$5,000,000.00) each claim occurrence |
| Personal Property Insurance | Value of Contractor's personal property, tools, equipment and other property |

Professional Liability/Errors & Omissions Insurance shall be for protection of claims arising out of negligent acts, professional services/errors, and omissions by or for the Contractor. The Personal Property insurance shall include a Waiver of Subrogation in favor of the Company Indemnitees.

§ 5.2. Contractors Pollution Liability with a limit of three million dollars (\$3,000,000.00) per occurrence with coverage for losses caused by pollution conditions that arise from the operations of the Contractor, including Completed Operations and a Waiver of Subrogation in favor of the Company.

§ 5.3 The Contractor shall obtain an endorsement to its Commercial General Liability insurance policy to provide coverage for the Contractor's obligations under Section 8.12.

§ 5.4 Prior to commencement of the Work, Contractor shall provide certificates of insurance showing their respective coverages.

§ 5.5 Unless specifically precluded by the Company's property insurance policy, the Contractor waives all rights against Company and any of its subcontractors, suppliers, agents, and employees and consultants, and any of their agents and employees, for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance.

§ 5.6 All of the insurance in Article 5 shall be subject to the following terms, conditions and endorsements.

§ 5.6.1 **Insurer.** The insurance shall be purchased from a company with an "A-:IX" or better rating from A.M. Best Company, where said insurance company is both lawfully able to provide insurance in the State of Hawaii and that is satisfactory to the Company.

§ 5.6.2 **Additional Insureds Endorsements.** All insurance, except the workers compensation and professional liability insurance, shall include the Company Indemnitees as additional insureds. Commercial General Liability shall be under ISO Form CG 2010 and Form CG 2037 or their equivalents. These endorsements shall apply without regard to other provisions of this Agreement.

§ 5.6.3 **Primary Insurance.** The commercial general liability insurance under Section 5.1.1, the automobile liability insurance under Section 5.1.2 shall apply as primary insurance, without any right of contribution by any other insurance that may be carried by the Company regarding the Work under this Agreement. Any general liability or automobile liability insurance purchased by the Indemnitees is, or has been, specifically purchased as excess over any general liability or automobile liability purchased by the Contractor.

§ 5.6.4 **Severability of Interest.** The insurance shall include a severability of interest clause for all named insureds and additional insureds.

§ 5.6.5 **Duration.** Coverage shall be maintained, without interruption, from the date of commencement of the Contractor's Services under this Agreement and shall continue for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies. The insurance obligations shall survive the expiration or termination of this Agreement.

§ 5.6.6 **Notice of Cancellation, Etc.** The Contractor's insurer shall give the Company immediate written notice of any cancellation in accordance with the policy terms but shall provide at least 10 days' written notice for

non-payment of premium. The Contractor shall be required to immediately notify Company of any termination, of coverage or if its coverage no longer meets the requirements of this Agreement by registered or certified mail, return receipt requested.

§ 5.6.7 Defense. The insurance obtained by the Contractor, except for professional liability and workers compensation insurance, shall provide that the insurer shall defend any suit against the additional insureds, even if such suit is allegedly or actually frivolous or fraudulent. Defense costs shall apply in excess of any per occurrence limit of liability and shall not reduce any aggregate limits of liability applying under the policies.

§ 5.6.8 Delivery of Certificates and Policies. Original certificates of insurance and all requested endorsements, in a form acceptable to the Company, must be filed with the Company prior to commencement of the Contractor's Services. The Contractor's certificate of insurance shall be endorsed as follows: *"The Company Indemnites (as defined in Section 5.1.5) are named as additional insureds for all insurance except the workers compensation and the professional liability insurance. This insurance is primary to and non-contributing with any and all insurance of the Company Indemnites."* The Certificate Holder box shall identify the name and address of the Company listed on the first page of this Agreement. With respect to insurance coverage required to remain in force after final payment, the Contractor shall annually submit certificates of insurance evidencing continuation of such coverage. The Contractor shall submit copies of the policies within seven days following a request from Company.

§ 5.6.9 Lapse in Insurance. Failure to maintain insurance shall constitute a material breach of this Agreement. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the Company receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the Company may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

§ 5.6.10 Subcontractors. If the Contractor subcontracts a third party sub-consultant to complete any portion of this Agreement, the Contractor shall ensure that the sub-consultant shall provide all necessary insurance and shall name the Company Indemnities and the Contractor listed as additional insureds. The Contractor shall provide such insurance documents to the Company on behalf of sub-consultant.

§ 5.6.11 Non-Waiver. PERMITTING THE CONTRACTOR TO START WORK OR RELEASING ANY PAYMENT PRIOR TO COMPLIANCE WITH THESE REQUIREMENTS SHALL NOT CONSTITUTE A WAIVER THEREOF.

§ 5.7 Waiver of Subrogation

The Contractor waives all rights of recovery against the Company Indemnites for any losses covered by insurance with the exception of the Professional Liability policy. The Contractor agrees to defend and indemnify the Company Indemnites from all such subrogation claims.

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 The Contract

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

§ 6.2 The Work

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

§ 6.3 Intent

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

§ 6.4 Ownership and Use of Architect or Engineer's Drawings, Specifications and Other Documents

Documents prepared by an Architect or Engineer, if any, are instruments of the Architect or Engineer's service for use solely with respect to this Project. The Architect or Engineer shall retain all common law, statutory, and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect or Engineer.

§ 6.5 Electronic Notice

Written notice under this Agreement may be given by one party to the other by email as set forth below. *(Insert requirements for delivering written notice by email such as name, title, and email address of the recipient, and whether and how the system will be required to generate a read receipt for the transmission.)*

ARTICLE 7 Company

§ 7.1 Information and Services Required of the Company

§ 7.1.1 If reasonably requested by the Contractor, the Company shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees under Section 8.7.1 that are the responsibility of the Contractor, the Company shall obtain and pay for other necessary approvals, easements, assessments, and charges.

§ 7.1.3 Prior to commencement of the Work, at the written request of the Contractor, the Company shall furnish to the Contractor reasonable evidence that the Company has made financial arrangements to fulfill the Company's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Company provides such reasonable evidence.

§ 7.2 Company's Right to Stop the Work

§ 7.2.1 If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Company may direct the Contractor in writing to stop the Work until the correction is made.

§ 7.2.2 Company shall, at its convenience, have the right to stop work due to an event or any other circumstance. If Contractor believes that it has been impacted by the stop work order, Contractor may submit the reasons it believes it has been impacted via a change order.

§ 7.3 Company's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Company to commence and continue correction of such default or neglect with diligence and promptness, the Company may, without prejudice to other remedies, correct such deficiencies. In such case, Company may withhold or nullify an application for payment in whole or in part, to the extent reasonably necessary to reimburse the Company for the cost of correction.

§ 7.4 Company's Right to Perform Construction and to Award Separate Contracts

§ 7.4.1 The Company reserves the right to perform construction or operations related to the Project with the Company's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Company's own forces and separate contractors employed by the Company.

ARTICLE 8 CONTRACTOR

§ 8.1 Review of Contract Documents and Field Conditions by Contractor

§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Company. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to Company.

§ 8.2 Contractor's Construction Schedule

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Company's information a Contractor's construction schedule for the Work. Said Contractor's construction schedule shall comply with Company's proposed installment schedule, which was attached as part of Appendix B to the RFP, and any subsequent amendments thereto, if any.

§ 8.3 Supervision and Construction Procedures

§ 8.3.1 The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Company, the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Company has made a timely and reasonable objection.

§ 8.4 Labor and Materials

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 8.5 Warranty

The Contractor warrants to the Company that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Company, or shall be transferable to the Company, and shall commence in accordance with Section 12.5.

§ 8.5.1 Manufacturer's warranties and subcontractor's warranties shall not relieve the Contractor of any of its warranty obligations under the Contract Documents.

§ 8.5.2 If there is a conflict within the Contract Documents for the warranty period, the longest duration of time stated shall govern, and in any event not be less than two (2) years of warranty for any item, starting from the date of Substantial Completion or date of completing any defective work, whichever is the latter. As work required by warranty is the complete, rework, repair or replacement of Work not properly performed, or the result of defective material or workmanship, Company will not compensate the Contractor or subcontractors and material and equipment suppliers for the warranty work.

§ 8.5.3 All warranty items are the responsibility of the Contractor. When warranty items become apparent, Company will notify the Contractor or appropriate subcontractor. The Contractor shall cause Work to commence on any warranty items within seven (7) days. If the warranty item(s) are impacting safety or rendering the Project or a portion of the Project unfit for its intended use, the Contractor shall take any and all measures to resolve the warranty item(s) immediately. This shall include the acceleration of labor, material and equipment, all to implement the resolution, regardless of cost. All costs associated with the resolution of the warranty issue(s) shall remain the responsibility of the Contractor.

§ 8.6 Taxes

The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed.

§ 8.7 Permits, Fees and Notices

§ 8.7.1 The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify Company in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

§ 8.8 Submittals

The Contractor shall promptly review, approve in writing, and submit to Company shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

§ 8.9 Use of Site

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Company. Contractor and all Contractor's employees on the Hawaii Convention Center's premises shall also conform to Hawaii Convention Center's Health & Safety Procedures.

§ 8.10 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 8.11 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.

§ 8.12 Indemnification

§ 8.12.1 To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Company Indemnitees, from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of the Contractor or its sub-consultants or contractors), expense and liability of every kind, nature, and description (including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses, fees of expert consultants or witnesses in litigation, and costs of investigation), that arise directly or indirectly, in whole or in part, from (a) the Services under this Agreement, or any part of such Services, and (b) any negligent, reckless, or willful act or omission of the Contractor, any sub-consultant or contractor, anyone directly or indirectly employed by them, or anyone that they control, except to the extent due to the gross negligence or willful misconduct of the Company Indemnitees as determined by a third-party trier of fact. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this paragraph.

§ 8.12.2 The Contractor shall defend the Company Indemnitees using counsel selected by the Contractor and approved by the Company. The Contractor's obligations shall include the obligation to pay reasonable attorneys' fees and costs in connection with such defense.

§ 8.12.3 The Contractor shall also indemnify, defend and hold harmless all Company Indemnitees from all suits or claims by a third party for infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark, or any other proprietary right of any person or persons in consequence of the use by the Company Indemnitees of articles or services to be supplied in the performance of the Contractor's Services under this Agreement. Infringement of patent rights, copyrights, or other proprietary rights in the performance of this Agreement, if not the basis for indemnification under the law, shall nevertheless be considered a material breach of the Agreement.

ARTICLE 9 Project Administration

§ 9.1 Company will provide administration of the Contract as described in the Contract Documents. Company will have authority to act on behalf of the Company only to the extent provided in the Contract Documents.

§ 9.2 Company will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 9.3 Company will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. Company will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the Company's observations and evaluations of the Contractor's Applications for Payment, Company will review and certify the amounts due the Contractor.

§ 9.5 Company has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 Company will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 On written request from Contractor, Company will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents.

§ 9.8 Interpretations and decisions of Company will be consistent with the intent of, and reasonably inferable from the Contract Documents, and will be in writing or in the form of drawings.

ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Company, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. If the Company and Contractor cannot agree to a change in the Contract Sum, the Company shall pay the Contractor its actual cost, plus reasonable overhead and profit.

§ 10.2 Company may authorize or order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such authorization or order shall be in writing and shall be binding on the Contractor. The Contractor shall proceed with such minor changes promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

§ 11.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 Contract Sum

The Contract Sum stated in this Agreement, including authorized adjustments, is the total amount payable by the Company to the Contractor for performance of the Work under the Contract Documents.

§ 12.2 Applications for Payment

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Company an itemized Application for Payment for work in accordance with the values stated in this Agreement. The Application for Payment shall be supported by data substantiating the Contractor's right to payment as the Company may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers.

Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Company, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Company no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Application for Payment have been previously issued and payments received from the Company shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or other encumbrances adverse to the Company's interests.

§ 12.3 Reserved.

§ 12.4 Progress Payments

§ 12.4.1 Upon receipt of the Contractor's Application for Payment, the Company shall either (1) notify the Contractor in writing of its reasons for withholding payment within 15 days or (2) make payment within 30 days in the manner provided in Article 4 of the Contract Documents.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Company, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 Company shall not have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 A progress payment, or partial or entire use or occupancy of the Project by the Company shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

§ 12.5 Substantial Completion

§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Company can occupy or utilize the Work for its intended use.

§ 12.5.2 When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify Company and Company will make an inspection to determine whether the Work is substantially complete. When Company determines that the Work is substantially complete, Company shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of Contractor, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 12.6 Final Completion and Final Payment

§ 12.6.1 Upon receipt of a final Application for Payment, Company will inspect the Work. When the Company finds the Work acceptable and the Contract fully performed, Company will either promptly issue a final Payment if Contractor has complied with the requirements set forth under Section 12.6.2 or this Agreement or notify Contractor that final Payment will be issued once Contractor complies with the requirements set forth in Section 12.6.2 of this Agreement.

§ 12.6.2 Final payment shall not become due until the Contractor submits to Company releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract.

§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be

affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by Company as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Company may correct it in accordance with Section 7.3.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Assignment of Contract

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

§ 15.2 Tests and Inspections

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If Company requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Company shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Company shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 15.3 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 Termination by the Contractor

If the Work is stopped under Section 12.3 for a period of 14 days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to Company, terminate the Contract and recover from the Company payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

§ 16.2 Termination by the Company for Cause

§ 16.2.1 The Company may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Company may without prejudice to any other rights or remedies of the Company and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Company may deem expedient.

§ 16.2.3 When the Company terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Company. This obligation for payment shall survive termination of the Contract.

§ 16.3 Termination by the Company for Convenience

The Company may, at any time, terminate the Contract for the Company's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination.

ARTICLE 17 OTHER TERMS AND CONDITIONS

(Insert any other terms or conditions below.)

«Contractor shall be required to obtain and maintain in full force at all times during the contract Term, performance and payment bonds meeting all statutory requirements of the State of Hawaii from an approved bonding company that is licensed and authorized to do business in the State of Hawaii. The form and substance of such bonds shall be AIA Documents A312-2010 Performance Bond and A312-2010 Payment Bond. »

« »

This Agreement entered into as of the day and year first written above.

(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

« »

COMPANY *(Signature)*

« »« »

(Printed name and title)

CONTRACTOR *(Signature)*

« »« »

(Printed name and title)

LICENSE NO.:

JURISDICTION: