

REQUEST FOR PROPOSALS
FOR
BALLROOM ROOF REPAIRS
FOR HAWAI'I CONVENTION CENTER

RFP 2026-9

HONOLULU, HAWAII

September 2026

Proposal Due Date: Friday, October 16, 2026

For Information, Contact:
Rider Levett Bucknall
HCC's Construction Manager at huiyi.chen@us.rlb.com

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Appendix A:	AIA Document A104 – 2017 Standard Abbreviated Form of Agreement Between Owner and Contractor
Appendix B:	Exhibit A: General Conditions Exhibit B: Special Conditions
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NOTICE TO BUILDERS

Legends Global Management HCC, LLC a wholly owned subsidiary of Legends Global (“HCC”) is requesting Proposals (“Proposals”) from qualified companies (“Builders”) for a Design-Bid-Build Project for (the “Ballroom Roof Repairs”).

Thank you for your interest in submitting a Proposal for this solicitation. The purpose of this request for Proposals is to identify and select the best qualified supplier/provider that will provide superior goods/services to meet the scope of services at competitive rates. The rationale for this request for Proposals (“RFP”) is to promote and ensure the fairest, most efficient means to obtain the benefits of the most qualified responsive and responsible Proposal. In order for HCC to evaluate your Proposal in a timely manner, please follow the instructions presented in each section of this document.

This Project will be delivered using the Design-Bid-Build method. HCC’s Architect of Record has prepared the Contract Drawings and Specifications. The Builder shall provide construction, coordination, field verification, shop drawings, delegated design expressly identified in the Contract Documents, and all labor, materials, equipment and services necessary to provide a complete and operational installation

It is the intent to award a Stipulated Sum Design-Bid-Build contract during this procurement process as outlined below. The price shall include the cost of all labor, materials, supplies, equipment, job-related incidental work, and the securing of all required permits, notifications, and/or inspections that are required to specify (The “Ballroom Roof Repairs”) as specified in the Scope of Work herein.

This RFP does not commit HCC to award a contract, nor to pay any costs incurred in the preparation and submission of Proposals in anticipation of a contract. HCC also reserves the right to unilaterally cancel this solicitation at any time without any liability.

Forms and information are available by contacting:

Project and Construction Manager for HCC –
Mr. Terence Young, Ms. Huiyi Chen, and Ms. Katelyn McGovern
Rider Levett Bucknall
1001 Bishop Street, Suite 2690
Honolulu, Hawaii 96813
Email: terence.young@us.rlb.com, huiyi.chen@us.rlb.com,
katelyn.mcgovern@us.rlb.com

And by copy to:

Contracting Officer – Ms. Mari Tait
Legends Global/Hawaii Convention Center
1801 Kalakaua Avenue
Honolulu, Hawaii 96815
Email: hccrfp@hccasm.com

Builders should carefully read the entire RFP documents. Proposals must comply with all instructions herein provided and must be submitted with a completed and signed Proposal Form, a copy of which is provided hereto as Appendix C. Interested parties should register with the

PM/CM (as defined in Section 1.2 below) with copy to the Contracting Officer by **Monday, September 21, 2026.**

Written questions regarding this RFP may be submitted via email to the PM/CM with copy to the Contracting Officer by **4:00 p.m. Hawaii Standard Time ("HST") on Friday, October 9, 2026** at the addresses listed above.

SECTION 1 - GENERAL INSTRUCTIONS TO BUILDERS

1.1 DEADLINE FOR PROPOSALS

Proposals **MUST** be submitted via email to the PM/CM with copy to the Contracting Officer no later than **4:00 p.m. HST on Friday, October 16, 2026.**

Proper delivery of the Proposal is the sole responsibility of the Offeror.

Pursuant to HRS § 201B-7.5, this RFP is subject to Part III of Chapter 103D of the Hawaii Public Procurement Code, Hawaii Revised Statutes. Accordingly, all Proposals and Builders must comply with all the requirements applicable to the formation of a contract pursuant to Part III of Chapter 103D of the Hawaii Public Procurement Code, Hawaii Revised Statutes.

1.2 CONTRACTING OFFICER & PROJECT AND CONSTRUCTION MANAGER

The Contracting Officer is responsible for administering/facilitating all requirements of the RFP solicitation process. The Contracting Officer will also be responsible for "contractual actions" throughout the term of the contract. The Contracting Officer is:

Contracting Officer – Ms. Mari Tait
Legends Global/Hawai'i Convention Center
1801 Kalakaua Avenue
Honolulu, HI 96815
Email: hccrfp@hccasm.com

Assisting and providing guidance, oversight, procurement, construction, and project management services for HCC on the Project is HCC's Project and Construction Manager, Rider Levett Bucknall. ("PM/CM" or "RLB"). RLB shall be the primary point of contact on the project for procurement and work-related issues and will provide construction and project management services throughout the term of the contract. RLB's project manager for the HCC is:

Project and Construction Manager for Legends Global / HCC –
Mr. Terence Young, Ms. Huiyi Chen, and Ms. Katelyn McGovern
Rider Levett Bucknall
1001 Bishop Street, Suite 2690
Honolulu, Hawaii 96813
Email: terence.young@us.rlb.com, huiyi.chen@us.rlb.com,
katelyn.mcgovern@us.rlb.com

1.3 Legends Global COMPANY OVERVIEW

Legends Global is the world's leading venue management and services company. The company's elite venue network spans five continents, with a portfolio of more than 450 of the world's most prestigious arenas, stadiums, conventions, and exhibition centers, and performing arts venues. For more information, please visit www.legendsglobal.com.

Facility Overview

The Hawaii Convention Center opened to the public in June 1998 and is used for a variety of events, including conventions, trade shows, public shows, meetings, and sporting events. The Hawaii Convention Center offers approximately 350,000 square feet of rentable space, including 51 meeting rooms.

Legends Global Management HCC, LLC, a part of the Legends Global collection of companies, is the manager of the HCC pursuant to a Contract for Professional Services effective as of January 1, 2014, as may have been amended, with the Hawai'i Tourism Authority ("HTA"), a duly organized authority of the State of Hawai'i (the "State").

For more information on HCC, please visit <https://www.meethawaii.com/convention-center/>

1.4 PROCUREMENT TIMETABLE and SIGNIFICANT DEADLINES

The Timetable and Significant Deadlines set out herein; represents HCC's best estimate of the schedule to be followed in the RFP process. If an activity of the timetable (i.e., Proposal Due Date for Receipt of Proposals) is delayed, the rest of the timetable deadlines may be shifted by the same number of days. HCC will advise Builders by issuing an addendum to the RFP of any changes to the proposed timetable.

<u>Activity</u>	<u>Scheduled Date</u>
RFP Announcement	Monday, September 7, 2026
RFP Issue	Friday, September 18, 2026
Register by	Monday, September 21, 2026
Pre-Proposal Conference (mandatory)	Friday, September 25, 2026, 10:00 am HST
Closing Date for Receipt of Questions	Friday, October 9, 2026
HCC's Response to Builder's Questions	Monday, October 12, 2026
Proposal Due Date	Friday, October 16, 2026
Best and Final Offers (optional)	Monday, November 2, 2026
Builder Selection/Award of Contract (tentative)	Monday, November 16, 2026

1.5 PRE-PROPOSAL CONFERENCE

A mandatory pre-Proposal conference will be held on **Friday, September 25, 2026 at 10:00 a.m.** HST at the Hawaii Convention Center. The time and date of the mandatory Pre-Proposal conference is subject to change. The purpose of the conference is to review HCC's requirements; answer questions pertaining to the RFP; and provide additional information that may assist in the preparation of Proposals. Additionally, floor plans, if necessary, of the Hawaii Convention Center will be provided during the conference as well as an escorted "familiarization tour" of the Hawaii Convention Center for interested Builders.

Pre-Proposal Conference proceedings will not be formally documented unless changes in the RFP are required. RFP changes will be implemented by issuing an Addendum (to the RFP). Addenda will be provided to all Builders registered to receive the RFP. The proceedings, at HCC's option, may be audio and/or videotaped by HCC. Attendees cannot audio and/or videotape the proceeding.

Builders interested in attending the conference should contact the PM/CM. Attendees are to check-in at the HCC Lobby, street level of HCC and await further direction. Costs relating to attendance at the Pre-Proposal Conference/Site Visit shall be the responsibility of the attendee and shall not be reimbursed by HCC.

The conference shall be cancelled at the election of HCC if no or little interest in conference participation is received.

1.6 SUBMISSION OF QUESTIONS

Builders are encouraged to submit written questions pertaining to the RFP. Impromptu (unwritten questions) are permitted and verbal answers will be provided at the pre-Proposal conference and other occasions but are only intended as general direction and will not represent official HCC position.

Questions must be submitted in writing via email to the PM/CM, with a copy to the Contracting Officer by **4:00 p.m. HST on Friday, October 9, 2026**. All written questions will receive an official written response from HCC and become addendums to the RFP. The only official position of HCC is that which is stated in writing and issued in the RFP as addenda thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response/statement, and may not be relied upon.

1.7 SOLICITATION REVIEW

Builders should carefully review this solicitation for defects and questionable or objectionable matters. Comments concerning defects and questionable or objectionable matters must be made in writing and should be received by the Contracting Officer no later than **4:00 p.m. HST on Friday, October 9, 2026**. This will allow issuance of any necessary amendments to the RFP. It will also assist in preventing the opening of Proposals upon which award may not be made due to a defective solicitation package. Builders may not raise any issues with the contents of the RFP after Proposals have been submitted.

1.8 RFP AMENDMENTS and ADDENDA

HCC reserves the right to amend the RFP any time prior to the end date for Proposal review/evaluation period. Such changes shall come in the form of amendments or Addenda.

1.9 CANCELLATION OF RFP

The RFP may be unilaterally canceled by HCC at any time if such cancellation is determined by HCC in its sole discretion to be in the best interests of HCC.

1.10 CONDITIONS AND LIMITATIONS

The Proposal and any information made as a part of the Proposal will become part of HCC's official files without obligation on HCC's part to return them to the original Builders.

This RFP and the selected Builder's response will, by reference, become part of the formal Contract between HCC and the selected Builder resulting from this solicitation.

Builders 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.

1.11 RULES OF CONTACT AND COMMUNICATIONS

Builders may not contact HCC officials, employees, or representatives (including the PM/CM) concerning this RFP while the solicitation process is in progress, except as expressly required or permitted by these General Instructions, the RFP Documents, or other instruction from HCC or its PM/CM. The solicitation process begins when the RFP is issued and will be completed with the award of the Contract. Any contact determined to be improper, at the sole discretion of HCC, may result in disqualification.

SECTION 2 – SCOPE OF WORK/SPECIFICATIONS

2.1 INTRODUCTION

HCC is seeking Proposals to address required repairs to the Ballroom Roof. Repairs to be outlined and specified in design documents from the architectural firm WCIT (“the Architect”) and their respective consultants.

2.2 PROJECT BACKGROUND

The standing seam roof over the Hawaii Convention Center’s Kalakaua Ballroom on the Fourth-Floor dates to the original construction of the structure in 1995. For specified repair scope, Builder to refer to the 100% Construction Drawings, Project Specifications and Details in Appendix F, Exhibits A, B, and C. A building permit has been issued for this project. Any additional permits required for the Work shall be processed by the Builder, and HCC shall pay the associated permit fees.

2.3 OVERVIEW OF SCOPE

The Builder shall provide all labor, materials, equipment, supervision, coordination, services, and incidental work necessary to complete the Project in accordance with the Contract Documents. The Contract Drawings and Specifications provided in Appendix F establish the detailed scope and technical requirements of the Work.

For this Design-Bid-Build Project, the Architect will provide project drawings for the Ballroom Roof Repairs. The overall scope of repairs will include the following:

2.3.1 Standing Seam Roof

Repair the standing seam roof by replacing deteriorated exposed fasteners as required and providing permanent roof access improvements, including fall protection and access ladders, to facilitate safe inspection and maintenance activities.

2.3.2 Internal Metal Gutter

Repair and improve the internal metal gutter system by replacing the existing gutter liner with a new reinforced waterproofing membrane, modifying gutter slopes to enhance drainage, upgrading drains and drain bowls to reduce ponding, and providing overflow drainage connected to the building storm drain system for emergency water conveyance.

2.3.3 Interior Demolition and Repairs

Provide all interior demolition, repair, and restoration work associated with the roof and gutter repairs, including removal and replacement of gypsum board ceilings and other finishes required for access, restoration of affected building components, and repair or replacement of fireproofing disturbed by the Work to match existing conditions.

2.4 SCOPE OF WORK

This is a turn-key project. All aspects of construction and build, project management, supervision, procurement of materials and equipment, labor, all job-related incidental work, and the securing of all required permits, notifications, and/or inspections shall be the sole responsibility of the Builder. The Builder shall be responsible for processing all additional permits required for the Work; however, HCC shall pay the associated permit fees as provided in Sections 2.2 and 2.7.1.

Builder shall, during the Pre-Proposal job walk, inspect the work site, and identify existing conditions that may affect the execution of this scope of work.

The Builder shall perform and complete the Work in accordance with the Contract Documents, including the Contract Drawings and Specifications provided in Appendix F. The Work includes all labor, materials, equipment, supervision, coordination, permits, notifications, inspections, fees, and incidental services necessary for a complete installation, except where expressly stated otherwise in the Contract Documents.

2.4.1 Builder will provide the following equipment and personnel:

- a. An On-Site lead person who will be present during the entire project to coordinate with work crews and to report to RLB.
- b. All necessary equipment, ladders, tools, products, and materials to complete services.
- c. Clean up of work area and removal of all debris at end of each working day and completion of project.

2.4.2 All PPE and safety equipment required to complete services.

2.4.3 Certifications

- a. Provide copies of certifications for staff that may be utilizing equipment requiring specialized certifications per Federal Occupational Safety and Health (OSHA) and Hawaii Occupational Safety and Health (HIOSH) regulations.
- b. Certifications are required for all lift operation.
- c. Fall Protection certifications are required for scissors lift and boom lift operation.

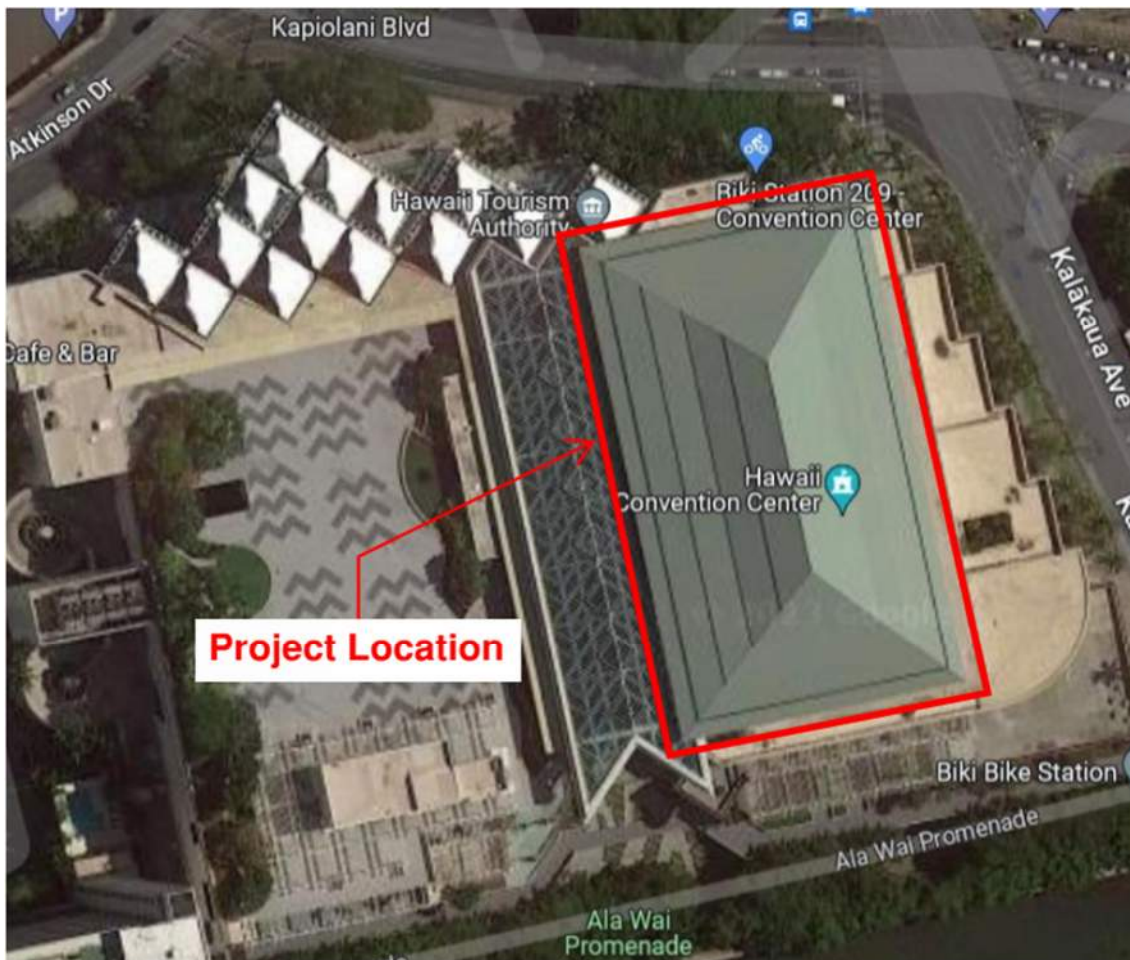
2.4.4 Preconstruction and Replacement Plan

- a. Provide all Pre-Construction Services as required to perform on-site investigations to confirm constructability approach, planning and logistics of the project.
- b. Provide and present to HCC a Construction Plan, which includes but is not limited to laydown plan, logistic plan, including material and waste handling, and construction phasing schedule.
- c. Provide a construction phasing plan that properly plans the interior and exterior limits of work, to ensure coordination, and to expedite the work.
- d. Provide and coordinate all Construction Phasing to minimize HCC's operation impacts and shutdowns periods. Notify and coordinate with HCC all shutdown periods and make-safe all utility shutdowns as required for HCC's approval.
- e. Provide Construction Phasing to ensure that the interior and exterior scope of work is coordinated for concurrent constructability.

2.4.5 Project Locations

Site Vicinity Map

Not to Scale



2.5 GENERAL

2.5.1 General Requirements

- A. As-Built Drawing Set, as required by the Architect of Record and general provisions of the Contract.
- B. The Builder shall be responsible for providing the exact function described herein and will be held to the operational criteria. All Builders must include in his or her response to this Specification any design limitations or constraints in the performance of its system as proposed.
- C. All exceptions to these Specifications and drawings must be made with the Proposal submission. In the absence of exceptions, these Specifications and drawings shall be binding on the successful Builders. Further, in the absence of exceptions, the Builder is stating that the design and specifications for the system

have been examined in detail and the Builder is prepared to take full responsibility for the performance of the complete installation as specified.

- D. All work shall be scheduled and performed in a manner that will not have a negative impact on events in the facility. Negative impacts include, but are not limited to, noise, odors, dust, vibration, visual impacts, power outages or disruptions, and intrusion of personnel or equipment. Access to certain spaces will not be allowed if such access causes a negative impact on event related operations. As such, work may need to be scheduled around the events in progress. Builder may work days, evenings, and/or weekends to schedule the work around event operations, and no overtime will be allowed, builder shall provide an initial schedule / timeline from pre-con to post con and close out with the Proposal.
- E. Dust control – The Builder must prevent dust from becoming airborne at all times, including non-working hours, weekends, and holidays in conformance with State Department of Health, administrative rules title 11, chapter 60.1 – Air pollution control. The Builder is responsible for and shall determine the method of dust control, subject to the Builder's choice. The use of water or environmentally friendly chemicals may be used over surfaces that contain dust.
- F. Noise control – The Builder must keep noise within acceptable levels at all times in conformance with State Department of Health administration rules title 11- chapter 46 community noise control. The Builder must obtain and pay for a community noise permit when construction equipment or other devices emit noise at levels exceeding the allowable limits.
- G. Water control – The structure is to remain watertight all times. At no time is the building structure to be exposed to wet conditions. Ensuring the structure remain watertight will be the sole responsibility of the Builder and its subcontractors.
- H. Water Mitigation – During the removal of the existing gutters, the Builder must ensure that any water is mitigated from the top roof to the respective drain lines. Water mitigation will be the sole responsibility of the Builder and its subcontractors.
- I. Care should be exercised when performing work in the facility. Any damage to building structure, systems, equipment, and/or furnishings caused by the Builder and its subcontractors shall be repaired and/or remedied to the satisfaction of HCC representative by the Builder without any cost or impact to HCC and/or the project schedule.
- J. Work site shall be maintained in broom-clean condition at the end of each shift. All construction debris, old equipment and/or parts awaiting disposal, and/or tools and equipment shall be stowed in a manner so as not to pose a safety hazard to employees and the public; and as to not impact HCC event activity.

- K. Builder shall be responsible for any demolition work that might be necessary to accomplish the work.
- L. Builder shall properly recycle and dispose of the construction demolition materials. The quantity/weight of all recycled materials shall be tracked and submitted to HCC and the City representative monthly and a complete summary at the end of the project.
- M. Final job walk shall be conducted with RLB and HCC representative and punch list items, if any, shall be completed and all closed out documents received before final payment is made.
- N. Along with the Proposals, the Builder shall submit a Project Outline & schedule that includes, but is not limited to, project milestones (construction, major project tasks, testing/commissioning), along with estimated duration time frames for those milestones, and total project duration for the work required to complete this project.
- O. The Builder shall be responsible for providing the exact function described herein and will be held to the operational criteria.

2.5.2 Principal Work in This Section

- A. The work includes the supply and installation of all components for Ballroom Roof Repairs, to be placed back in service.
- B. The Work also includes, all work as defined in the Overview of Scope above, and includes but is not limited to:
- C. Provide construction services to provide a complete turn-key project as shown in the Architect's Design Drawings.
- D. Address all remedial work if applicable.
- E. Provide all temporary utilities as required to continuously support and maintain all existing utilities during the execution of the work.
- F. Provide complete O&M Manuals.
- G. Licensing & certificates & permits as applicable.
- H. Client training for HCC staff, with Video records as applicable.
- I. Client maintenance training.

2.5.3 Quality Assurance

- A. All equipment provided by Contractor should meet specifications listed herein.
- B. Contractor shall obtain instructions & training for installation from manufacturer of each product

2.5.4 Submittal

A. General

- Do not commence work that requires review of any submittals until receipt of returned submittals with appropriate final action.
- Do not submit substitute items that have not been approved.
- Do not include requests for substitution (either direct or indirect) on submittals.
- Submittals which deviate from the procedures outlined herein will be rejected in total without review. No allowance or extension of project time will be considered due to lost time associated with procedural deviation.

B. Coordination of Submittals

- Coordinate preparation and processing of submittals with performance of the work. Coordinate each separate submittal with other submittals and related activities that require sequential performance.
- Coordinate the submittal of different units of interrelated work so that no submittal will be delayed by the Construction Manager's/Project Manager's, and HCC's review of a related submittal.

C. Pre-Construction

- Provide field investigation of all existing conditions.
- Incorporate and coordinate field investigations with CM/PM/HCC to properly inform the repair plan and constructability of the project.
- Report findings and recommendations based on field investigations and surveys.
- Product cut sheets for all products and materials.
- Recommended application and installation methods.
- Complete shop drawings of all work as required by the technical specifications.
- Operating instructions.

D. Post Construction

- Record Documents including As-Built Documents.
- All preconstruction shop drawings as required by the technical specifications, updated to as-build condition.
- Product cut sheets for all equipment used.

- Operating manuals.
- Warranty information, for all materials should be provided with duration of warranty period stated.

2.7 APPROVALS

- 2.7.1 Obtain all necessary approvals and permits from local authorities for all materials to be supplied, methods of installation and system operations, as required herein and by local authorities. Builder shall obtain and process all necessary approvals and permits required for the Work. HCC shall pay all required permit fees.
- 2.7.2 The entire installation, including materials and equipment shall meet or exceed the minimum standards and requirements of the following:
- A. All applicable codes and editions as identified by the Architect/Engineer of Record on the approved City and County of Honolulu, Department of Planning and Permitting (DPP), Building Permit Set.
 - B. Underwriters' Laboratories, Inc. listing service.
 - C. NFPA 72 and National Fire Codes.
 - D. NSPC – National standard plumbing code.
 - E. Codes as accepted and/or modified by the local Authorities:
 - 1. National Electrical Code.
 - 2. American Disabilities Act (ADA).
 - 3. Underwriters' laboratories, UL 1971 for Hearing Impaired

2.8 EXECUTION SCOPE OF WORK

2.8.1 Installation

- A. Builder shall execute the Work in accordance with the approved Contract Documents, including the Drawings and Technical Specifications provided in Appendix F, and in compliance with all standards listed therein.
- B. Builder must schedule and coordinate work with HCC throughout the course of the project. Builder's schedule work must adhere to HCC's Event Schedule
- C. Coordinate the review and approval of all outstanding Punchlist Items with design professional and the HCC.

2.8.2 Demonstration and Training

- A. In-house maintenance. Provide competent, factory authorized personnel to instruct and train HCC maintenance personnel concerning the location, operation and troubleshooting of the installed systems. The instruction shall be scheduled

in coordination with HCC's Representative after submission and approval of formal training plans.

- B. Also provide cost for annual maintenance by manufacturer if required by the warranty.
- C. Builder shall supply two (2) printed sets and two (2) electronic copies of an Operations Manual & plans for the system.

2.8.3 Certification

- A. Builder shall include a letter of certification from the manufacturer with its submittal.

2.8.4 Testing

- A. After work is completed, and prior to requesting the Acceptance Test, Builder shall conduct a final inspection and pre-test all equipment and system features. Builder shall correct any deficiencies discovered as the result of the inspection and pre-test.
- B. Builder shall submit a request for the Acceptance Test in writing to HCC via email to the PM/CM, with a copy to the Contracting Officer.
 - 1. This request shall be submitted to HCC no less than 7 days prior to the requested test date.
 - 2. The request for Acceptance Test shall constitute a certification from Builder that all work is complete and in compliance with the Contract Documents, Manufacturer installation specifications, that all systems have been tested, and all corrections have been made.
 - 3. Acceptance Test shall be scheduled based on HCC's availability.
 - 4. Builder shall provide the services of no fewer than 2 technicians to perform the Acceptance Test.
 - a. Technicians performing the Acceptance Test shall have been involved in the installation of this project and shall be thoroughly familiar with all aspects of the work.
 - b. Technicians shall be equipped with portable two-way radios or cell phones for use during the test.
 - 5. Builder shall provide all ladders, tools, test equipment, and other facilities needed to accomplish the Acceptance Test.
 - 6. During Acceptance Test, Builder shall demonstrate all equipment and system features to HCC.
 - a. Builder shall fully cooperate with the HCC and provide assistance with the inspection and test.

2.9 WAGE RATES AND OTHER FEES

- 2.9.1 Builder shall pay prevailing wage rates as required by Hawaii State law for all personnel working on State Public Works Projects and who perform work on this project. Fully loaded rates will include all wages, benefits, and other overhead loadings.
- 2.9.2 Builder shall provide information on mark-up percentages on parts and materials, subcontracts, etc. as required by this RFP or if requested.
- 2.9.3 Builder shall include all taxes and fees in the pricing Proposal, except permit fees expressly identified in this RFP as the responsibility of HCC.

2.10 INDEMNIFICATION

The Builder/Contractor shall comply with the indemnification requirements set forth in Section 9.15 of the AIA Document A104 and the other Contract Documents.

2.11 INSURANCE

The Builder/Contractor shall obtain and maintain all insurance required by Article 17 of the AIA Document A104 and the other Contract Documents and shall provide evidence of such insurance as required therein.

2.12 BONDING

The successful builder shall provide payment and performance bonds in accordance with Section 17.3 of the AIA Document A104. The bonds shall be in the amount required by the Contract Documents and shall be provided to HCC before execution of the Contract.

2.13 MISCELLANEOUS REQUIREMENTS

- 2.13.1 Builder shall keep and maintain all of its work areas at the Project site in a neat and orderly fashion and free from obstacles and debris. Builder shall be responsible for removing all debris from the property.
- 2.13.2 Builder shall comply with all federal, state, and local laws, regulations, and ordinances, including occupational safety and health standards applicable to the performance of the service specified.
- 2.13.3 Builder shall be afforded reasonable access to all necessary systems, equipment and areas when required to perform the services specified, subject to reasonable security restrictions as directed by HCC or its PM/CM. Builder shall not be responsible for any equipment malfunction, injuries, or damages of any nature due to an unreasonable prevention or denial of access to perform services.

- 2.13.4 Builder shall pass on to HCC the benefit of any warranties or guarantees of all manufacturers, suppliers and subcontractors providing labor and/or materials in connection with the services.
- 2.13.5 Builder shall maintain competent and sufficient staff assigned to the Project to perform the services specified. All Builder employees assigned to the Project shall maintain a neat and professional appearance at all times while performing the services. If possible, Builder's employees shall wear properly identified company uniforms at all times consisting of shirts with sleeves, long pants, and appropriate shoes. Builder's employees shall be fully and properly clothed at all times while performing the duties set forth.
- 2.13.6 Builder shall cooperate with HCC in obtaining and maintaining appropriate and necessary security clearances, if needed, for its employees in connection with the performance of the services.
- 2.13.7 The Builder is not permitted to store materials and/or equipment on HCC's property during non-working days. The Builder will be required to have their own workplace not located on HCC's property. Upon award, HCC may grant the Builder with a workplace. The Builder shall be solely responsible for the satisfactory completion and quality of all work performed as determined by HCC.
- 2.13.8 ALL work, services, or products developed must comply with ALL applicable City and County, State, and Federal rules, regulations, codes, and guidelines.
- 2.13.9 HCC shall hold the Builder liable for all the acts of its employees.
- 2.13.10 Builder shall ensure compliance with the "Hawaii Convention Center – Health & Safety Procedures" provided as Appendix D.
- 2.13.11 Builder agrees to remove any of its employees from the premises upon written request by HCC.
- 2.13.12** Once the contract is awarded, the Builder shall communicate directly with HCC's PM/CM regarding to performing the Scope of Work, and Builder shall cooperate fully with the PM/CM in every way.
- 2.13.13** Should a disagreement arise between the Builder and HCC or the PM/CM in regard to work performance of specific service requirements within the contract specifications, the directives of HCC and the PM/CM shall prevail. Builder's failure to comply with HCC's or the PM/CM's directives shall be deemed cause for corrective action and subject to contractual remedies.
- 2.13.14** Should the Builder discover any discrepancy in the specifications, the Builder shall immediately notify the PM/CM before proceeding any further with the work, otherwise, the Builder will be held responsible for any cost involved in correction of work placed due to such discrepancy.
- 2.13.15** If any work is not in full compliance with these Specifications, the Builder shall make all necessary corrections to the full satisfaction of HCC and/or the PM/CM and at no additional cost to HCC. The Builder shall perform corrective work within the period allowed by the Contract Documents or the PM/CM.

- 2.13.16** The Builder shall immediately remedy any defects caused by negligence of the Builder or its employees. The Builder shall exercise care and shall provide all necessary protection to prevent injury and/or damage.
- 2.13.17** The Builder shall be required to protect the occupants and the general public from any unsafe conditions during the performance of services and/or as a result of the services.
- 2.13.18** 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 Builder shall carefully read and strictly comply with its requirements.
- 2.13.19** All employees will be required to carry a Builder issued, picture ID which will be required to be worn at all times while working at the Hawaii Convention Center. Builder is to provide each employee with a plastic sleeve with clip to hold the ID.

2.14 MANDATORY CLEARANCES

All Builder's employees providing service on this Project shall pass drug tests and security background checks completed before they are allowed to work on the property.

2.15 INSPECTIONS

HCC and/or its PM/CM shall be allowed to monitor the Builder's job performance at any time. HCC and/or its PM/CM may require the Builder to accompany its designated representative in conducting evaluations.

2.16 REMOVAL OF EMPLOYEES

HCC reserves the right to ask the Builder to remove and replace any employee who conducts himself or herself in a manner detrimental to the operation of the Hawaii Convention Center. Such conduct would include, but is not limited to, inappropriate behavior toward clients or staff of HCC, consuming alcoholic beverages on the premises, and unauthorized or illegal activity.

2.17 FORM OF CONTRACT and PRECEDENCE OF DOCUMENTS

- 2.17.1** Any exceptions, qualifications, requested revisions, or proposed modifications to the Agreement, General Conditions, Special Conditions, or other Contract Documents must be specifically identified in the Builder's Proposal. Failure to identify an exception or requested modification shall constitute acceptance of the applicable Contract Document as issued. HCC shall have no obligation following award to negotiate any contract term that was not specifically identified as an exception in the Builder's Proposal.
- 2.17.2** The form of Agreement for this project are provided Appendix A. The order of precedence for the Contract Documents is set forth in Section 1.1 of the final AIA Document 104.

2.18 GENERAL TERMS AND CONDITIONS

At all times, the Builder shall comply with the General Terms and Conditions provided herein as Exhibit A to Appendix B.

2.19 SPECIAL CONDITIONS

At all times, the Builder shall comply with the Special Conditions provided herein as Exhibit B to Appendix B. Note that the Special Conditions amend, replace, and add to the terms of the General Conditions.

2.20 HCC HEALTH AND SAFETY PROCEDURES

The Builder is responsible for providing adequate orientation, supervision and training of all employees working at the Hawaii Convention Center. All Builder's employees must be familiar with the layout of the Hawaii Convention Center and comply with Appendix D – Hawaii Convention Center Health and Safety Procedures.

Please reference HCC's Health & Safety Protocols and Guidelines for the latest COVID-19 updates and requirements for entry, <https://blog.hawaiiconvention.com/reopening-protocols-and-guidelines/>

2.21 RENTAL EQUIPMENT

HCC rents certain equipment that its Builder may utilize in the Builder's services. In such instances, the Agreement for Rental of Equipment (Without Operator) form, provided herein as Appendix E, will be utilized.

SECTION 3 – PROPOSAL SUBMITTAL REQUIREMENTS

3.1 INTRODUCTION

One of the objectives of the RFP is to make Proposal preparation easy and efficient, while giving builders ample opportunity to highlight their Proposal. When an Builder submits a Proposal, it shall be considered a complete plan for accomplishing the requirements described in this RFP.

3.2 PROPOSAL PREPARATION

Each Proposal must include a completed Rate Card found in Appendix C (the “Proposal Form and Rate Card”). Builders shall submit all data and information specified/requested in this SECTION to qualify its Proposal for evaluation and consideration for award. Non-compliance may be deemed sufficient cause for disqualification of the Proposal.

3.3 DISQUALIFICATION OF PROPOSALS

HCC reserves the right to consider as acceptable only those Proposals submitted in accordance with all requirements set forth in the RFP and which demonstrate an understanding of the scope of services. **Any Proposal offering any other set of terms and conditions contradictory to those included in the RFP may be disqualified without further notice.** HCC reserves the right to ask for clarification of any item in the Proposal.

A Builder will be disqualified, and the Proposal automatically rejected for anyone or more of the following reasons:

Proof of collusion among Builders, in which case all Proposals involved in the collusive action will be rejected.

The Builder’s lack of responsibility and cooperation as shown by past work or services.

The Proposal shows any noncompliance with applicable law.

The Proposal is conditional, incomplete, or irregular in such a way as to make the Proposal incomplete, indefinite, or ambiguous as to its meaning.

The Proposal has any provision reserving the right to accept or reject award, or to enter into a contract pursuant to an award, or provisions contrary to those required in the solicitation.

3.4 SUBMISSION OF PROPOSALS

Each Builder may submit only one (1) written Proposal, addressed to the Contracting Officer via email to the PM/CM with copy to the Contracting Officer no later than **4:00 p.m. HST on Friday, October 16, 2026**, the “Proposal Due Date” identified in paragraph 1.4 of SECTION 1. **Proposals received after this time/date may be rejected.**

3.5 PUBLIC INSPECTION

Proposals shall not be opened publicly but shall be opened in the presence of two or more HCC officials. The register of Proposals and Builder's Proposals shall only be provided to the public pursuant to a valid request made pursuant to the Hawaii Uniform Information Practices Act, chapter 92F of the Hawaii Revised Statutes ("UIPA") to the Hawaii Tourism Authority. Such requests can only be made after an awarded contract has been executed by HCC and the selected Builder.

Builders shall request in writing nondisclosure of designated trade secrets or other proprietary data to be confidential. Such data shall accompany the Proposal and shall be readily separable from the Proposal in order to facilitate eventual public inspection of the non-confidential portion of the Proposal. HCC cannot guarantee that designated data will be kept confidential. The Proposals are subject to disclosure rules set forth in the UIPA and as indicated above. The Builder bears the burden of establishing that the designated data is exempted from the disclosure requirements set forth in the UIPA.

All Proposals and other material submitted by Builders become the property of HCC and may be returned only at HCC's option.

3.6 BALLROOM ROOF REPAIRS PROJECT PROPOSAL

The Ballroom Roof Repairs Proposal shall include the following categories:

COVER LETTER

SUMMARY OF PROPOSAL

BACKGROUND, QUALIFICATIONS AND EXPERIENCE

PERSONNEL ORGANIZATION AND STAFFING

LIST OF SUBCONTRACTORS AND SUPPLIERS

EQUIPMENT AND INSTALLATION PLAN

IMPLEMENTATION AND TRAINING PLAN

PRICE SUBMITTAL FORM – RATE CARD

BUILDER'S CERTIFICATE OF VENDOR COMPLIANCE via Hawai'i Compliance Express
(<http://endors.ehawaii.gov>)

ACKNOWLEDGEMENT FORM

3.6.1 PROPOSAL COVER LETTER

The Proposal cover letter must be on the Builder's official business letterhead; signed by an individual authorized to legally bind the Builder. If the Builder is a corporation, the cover letter must be signed by an authorized officer of the corporation. Authorized representatives must show proof of their authority to bind the Builder.

3.6.2 SUMMARY OF PROPOSAL

Clearly, concisely and briefly summarize and highlight the contents of the Proposal in such a way to provide HCC with a broad understanding and aspects of the Proposal.

3.6.3 BACKGROUND, QUALIFICATIONS AND EXPERIENCE

Provide explicit details on Builder's background, qualifications and experience relative to performing requirements set forth in the "Scope of Services", including but not limited to:

- A. Background of the Builder, i.e. services offered, size, resources, years in business, location, State of Hawaii presence, State of incorporation, etc.
- B. Brief description of Builder's qualifications to perform "Scope of Services" requirements.
- C. List relevant similar installations undertaken within the past five (5) years, indicating at a minimum: manager, manager's representative, project name, and type of operations and equipment installed.
- D. Describe your safety record over the past five (5) years.
- E. A reference from a financial institution (name, title and telephone number).
- F. Three (3) references who can be contacted and provide name, title, organization, phone number, e-mail address.

3.6.4 PERSONNEL ORGANIZATION AND STAFFING

Provide explicit details on the Builder's personnel organization and staffing relative to performing requirements set forth in the "Scope of Services", including but not limited to:

- A. Builder's Managerial organizational chart and resumes of key positions and their respective role for this project if any.
- B. List key personnel who will be assigned to this project and indicate their role and their operations and maintenance experience for the past five (5) years.

3.6.5 LIST OF SUBCONTRACTOR AND SUPPLIERS

Builder must submit a list of all subcontractor and suppliers that it will utilize for the project. For each subcontractor list, Builder must indicate the scope of work to be performed by the listed subcontractor and whether a license is needed for the work. If a license is required, the Builder must indicate that the subcontractor possesses the requisite license and is in good standing. For each supplier of key equipment, the Builder must provide the name and address for the supplier and the equipment the supplier is providing for the project.

3.6.6 EQUIPMENT AND INSTALLATION PLAN

Builder must submit a proposed Equipment List and Installation Plan for the Hawaii Convention Center which includes, at a minimum, a comprehensive description of the plan which will be utilized to comply with the Scope of Services required by the RFP.

3.6.7 COST PROPOSAL

Builder must prepare and submit an all-inclusive cost Proposal for the proposed equipment, the installation of the equipment and completion of the Scope of Work required by the RFP. A summary of all costs shall be in a form, referenced in Appendix C.

3.6.8 BUILDER'S COVC

Provide a current Certificate of Vendor Compliance via Hawai'i Compliance Express (<http://vendors.ehawaii.gov>) issued by the State of Hawai'i.

3.7 BUILDER'S LICENSE

If a Hawai'i Contractor's license or any other license is required by law for the performance of the work which is called for in this RFP, the Builder and all subcontractors MUST have the required license, and the license shall be in good standing, before commencement of work on this contract.

3.8 CERTIFICATION OF INDEPENDENT COST DETERMINATION

By submission of a Proposal in response to this RFP, the Builder certifies as follows:

- A. The costs in this RFP have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such costs with any other Builder.
- B. Unless otherwise required by law, the costs which have been quoted in this RFP have not been knowingly disclosed by the Builder prior to award, directly or indirectly, to any other Builder or competitor prior to the award of the contract.
- C. No other attempt has been made or will be made by the Builder to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition.

3.9 ACKNOWLEDGEMENT FORM

Builder to review the Acknowledgement Form to ensure all appropriate documents have been provided in proposal. Builder should initial next to each line item, sign the document and provide it as a part of the proposal.

3.10 MODIFICATION OR WITHDRAWAL OF PROPOSALS

A modification of a Proposal already received will be accepted by HCC only if the modification is received prior to the Proposal due date. All modifications shall be made in writing and executed and submitted in the same form and manner as the original Proposal.

A Builder may withdraw a Proposal already received prior to the due date by submitting to HCC a written request for withdrawal executed by the Builder's authorized representative. The withdrawal of a Proposal does not prejudice the right of an Builder to submit another Proposal within the time set for receipt of Proposals.

SECTION 4 – EVALUATIONS

4.1 INTRODUCTION

Evaluation of Proposals will be conducted comprehensively, fairly, and impartially. A quantitative scoring system will be utilized to maximize the objectivity of the evaluation.

4.2 PROPOSAL EVALUATION COMMITTEE

An evaluation committee will be selected by HCC to perform all evaluation requirements. The committee will be composed of individuals with knowledge of the requirements identified in the RFP. HCC reserves the right to request information (from Builders) to clarify Builder's Proposal.

4.3 EVALUATION PHASES

Evaluation phases will be conducted as follows:

Phase 1 Initial Proposal Evaluation
Phase 2 Establishment of Priority-List of Offerors **(optional)**
Phase 3 Discussions with Builders/Presentations **(optional)**
Phase 4 Best and Final Offers **(optional)**
Phase 5 BAFO Evaluation, if necessary
Phase 6 Recommendation for Contract Award

4.3.1 INITIAL PROPOSAL EVALUATION

HCC and the PM/CM shall conduct an initial review of Builder's Proposal. The review will determine if Builder adequately addressed the "Scope of Services" requirements, and if the Proposal contains all the requirements of this RFP. The initial review will also determine if discussions with the Builders is necessary. Evaluation of the Proposals will be conducted using the evaluation criteria and weight percentages in paragraph 4.4 and, the scoring system in paragraph 4.5.

4.3.2 ESTABLISHMENT OF PRIORITY-LIST OF BUILDERS **(optional)**

The evaluation committee shall rank order Builders by evaluating and scoring the Proposals using the value weight percentages and the evaluation criteria and scoring system in paragraphs 4.4 and 4.5. A priority-list of acceptable Builders shall be established and limited to no more than the three (3) Builders, who received the highest scores for their Proposals.

4.3.3 DISCUSSIONS WITH BUILDERS **(optional)**

HCC and the PM/CM may require presentations and/or conduct discussions with Builders regarding the Builder's Proposals. Builder's Proposal may be accepted without discussions.

4.3.4 BEST AND FINAL OFFERS (optional)

Builders may be requested to submit a "Best and Final" offer ("BAFO"). The BAFO's shall be evaluated and Builder's Proposal "ranking" adjusted, accordingly. If a BAFO offer is requested but not submitted, the previous submittal shall be construed as the Builder's BAFO.

4.3.5 EVALUATION OF BEST AND FINAL OFFERS (if necessary)

If Builders are requested to submit a BAFO, the BAFO offers shall be evaluated pursuant to the evaluation criteria and scoring system in paragraph 4.4.

HCC may schedule and conduct interviews with individual Builders to better understand and evaluate the Builder's Proposal. HCC reserves the right that all Builders submitting a Proposal may not be interviewed.

4.3.6 RECOMMENDATION FOR CONTRACT AWARD

The Evaluation Committee shall prepare a report summarizing Proposal evaluation findings/rankings and provide recommendation for award of contract.

4.4 EVALUATION CRITERIA AND VALUE WEIGHT PERCENTAGES

<u>Evaluation Criteria</u>	<u>Value/Weight</u>
Builder's Company Information Background, Qualification, Experience, and References, Personnel Organization and Staffing	20%
Builder's Safety Plan Specific safety mitigation techniques, plans, resources and equipment planned to be utilized	10%
Builder's Installation Plan Specific material, labor, equipment and planned to be utilized	20%
Builder's Logistics Plan Phasing plan, material laydown, etc.	20%
Builder's Cost Proposal	30%

4.5 EVALUATION SCORING SYSTEM

The evaluation categories are assigned a value weight percentage, as determined by HCC, totaling 100%. Each category will be rated between one (1) and five (5), with five (5) being the highest (the best rating) by each member of the evaluation committee. The Builder's total score (see note below) will be determined by: a) multiplying the assigned weight value of each category by the numerical rating provided by the evaluation committee member to determine the score for each category; b) totaling the score for all categories of each evaluation committee member; and c) totaling the score of all evaluators.

Note: In determining the total score, the Builder's cost Proposal will be based on total cost and overall value. The lowest costs will receive the highest available rating allocated to costs where the services, products and materials are of equal value. However, scoring may be affected where the value of the offerings vary among the respective Proposals.

SECTION 5 – AWARD OF CONTRACT

5.1 AWARD OF CONTRACT

Award of the contract shall be made to the most responsible and responsive Builder whose Proposal is judged/determined, by the Evaluation Committee, to be the most advantageous to the Hawaii Convention Center, considering all evaluation reviews and results.

5.2 CONTRACT AWARD NOTIFICATION

The Contracting Officer will inform the successful Builder of contract award selection within 48 hours of confirmation. Additionally, an official "contract award notification letter" will be executed by HCC and provided at the earliest date.

5.3 CONTRACT EXECUTION REQUIREMENTS

5.3.1 AGREEMENT (CONTRACT) DOCUMENTS

The Contract shall be executed by HCC and the successful Builder and shall serve as the legal contractual instrument between the parties. The Contract Documents shall include the Agreement, the RFP and all addenda thereto, the General Conditions, the Special Conditions, the Builder's accepted Proposal and BAFO, if any, and any written clarifications, exceptions, or modifications expressly accepted by HCC prior to award.

A sample of the anticipated Contract is attached hereto as Appendix A. **Do not complete or execute the "sample" contract.**

5.3.2 PROOF OF REQUIRED PERMITS

The building permit for this Project has been issued. If any additional permits are required for completion of the subject Project, the successful Builder must obtain and submit to HCC's Contracting Officer Proof of all required permits ("Proof of Required Permits"). The Proof of Required Permits shall be submitted to HCC's Contracting Officer as soon as possible after the successful Builder is notified of selection. In any event, no work that requires a permit may be started until Proof of Required Permits is submitted to HCC. HCC shall pay the fees associated with any such additional permits.

5.3.3 GENERAL CONDITIONS

The General Conditions are attached hereto as Exhibit A to Appendix B and shall be part of the Contract Documents.

5.3.4 SPECIAL CONDITIONS

The Special Conditions are attached as Exhibit B to Appendix B and shall be part of the Contract Documents.

5.3.5 CERTIFICATES REQUIRED BY HRS § 103D-310(c)

Pursuant to HRS § 201B-7.5, this RFP is subject to Part III of Chapter 103D of the Hawaii Public Procurement Code, Hawaii Revised Statutes. Accordingly, the successful Builder shall, within three (3) business days of notification of contract award, furnish proof of compliance with the requirements of HRS § 103D-310(c) including the following:

- A. Chapter 237, tax clearance;
- B. Chapter 383, unemployment insurance;
- C. Chapter 386, workers' compensation;
- D. Chapter 392, temporary disability insurance;
- E. Chapter 393, prepaid health care; and
- F. One of the following:
 - a. Registered and incorporated or organized under the laws of the State, hereinafter referred to as a "Hawaii business"; or
 - b. Registered to do business in the State, hereinafter referred to as a "compliant non-Hawaii business".

Builders may choose to use the Hawaii Compliance Express ("HCE"), which allows businesses to register online (<http://vendors.ehawaii.gov>) to acquire a single, printable electronic "Certificate of Vendor Compliance." The HCE provides current compliance status as of the certificate issuance date. The "Certificate of Vendor Compliance," Indicating that the Builder's status is compliant with the requirements of HRS Section 103D-310(c), will be accepted for both contracting purposes and final payment.

5.3.6 CONTRACT EXECUTION

Subsequent to contract award, HCC will present the contract to the successful Builder for execution. The successful Builder shall return the signed contract within ten (10) calendar days from the date upon which the contract was presented for signature by HCC, or within such time as HCC shall otherwise allow. The signed contract shall be returned to the Contracting Officer.

The successful Builder shall provide evidence of the required insurance coverages and bonds when returning the signed contract to HCC.

5.4 CONTRACT COMMENCEMENT DATE

Upon completion of contract execution, a **"Notice to Proceed"** letter will be provided the Builder specifying the "Commencement" (start work) date of the contract. No work is to be undertaken by the Builder prior to the commencement date specified in the Notice to Proceed letter. HCC is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Builder prior to the official, notice to proceed "Commencement" date.

5.5 PROTESTS

Proposal protests, as described in Chapter 7 of HRS 103D, will not be considered by HCC. Builder(s) may object to an award to another Builder by sending the Contracting Officer a written objection letter which contains the basis of the objection. The written objection letter must be received by the Contracting Officer within Five (5) business days after the notice of award is sent to all Builders. The objection will be reviewed by the Chief Procurement Officer ("CPO") for the HCC, and a written decision will be issued in response to the written objection letter within ten (10) business days. The decision of the CPO is final and binding on the Builder objecting to the award.

5.6 ACCEPTANCE OF TERMS AND CONDITIONS

By submitting a Proposal, a Builder expressly agrees to all terms, conditions, provisions, and requirements of this RFP, the Agreement, the General Conditions, and the Special Conditions, except only for those exceptions, qualifications, or requested modifications specifically identified in the Builder's Proposal and expressly accepted by HCC in writing.

APPENDIX A

**AIA DOCUMENT A104 – 2017 STANDARD ABBREVIATED FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR**

DRAFT AIA® Document A104® – 2017

Standard Abbreviated Form of Agreement Between Owner and Contractor

AGREEMENT made as of the «TBD» day of «TBD» in the year «2026»
(In words, indicate day, month and year.)

BETWEEN the Manager, also referred to as ("Company"):
(Name, legal status, address and other information)

«Legends Global Management HCC, LLC ("LGM")»
«1801 Kalakaua Avenue»
«Honolulu, Hawaii 96815»
« »

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

«TBD»« »
« »
« »
« »

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

«Ballroom Roof Repairs for the Hawaii Convention Center, in accordance with the scope of work described in RFP # 2026-09 (Section 2) and Contractor's proposal to RFP #2026-09 dated September 2026»
«Hawaii Convention Center ("HCC")»
«1801 Kalakaua Avenue»
«Honolulu, Hawaii 96815»

The Architect:
(Name, legal status, address and other information)

«WCIT Architecture»
«725 Kapiolani Blvd»
«Honolulu, Hawaii 96813»

The Manager 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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TABLE OF ARTICLES

1	THE WORK OF THIS CONTRACT
2	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
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ARTICLE 1 THE WORK OF THIS CONTRACT

§ 1.1 The Contractor shall complete the Work described in the Contract Documents for the Project. In the event of a conflict or ambiguity among the Contract Documents, the Contract Documents shall govern in the following order of precedence, with a higher-listed document controlling over a lower-listed document to the extent of the conflict:

- .1 Modifications issued after execution of this Agreement, including written amendments, Change Orders, Construction Change Directives, and written orders for minor changes in the Work;
- .2 This Agreement;
- .3 The Special Conditions;
- .4 The General Conditions;
- .5 The Specifications and Drawings;
- .6 Other Exhibits to this Agreement;
- .7 The RFP, including all amendments and addenda thereto; and
- .8 The Contractor's Proposal, including any BAFO, but only to the extent accepted by the Manager and not inconsistent with any higher-priority Contract Document.

Except where a conflict exists, the Contract Documents are complementary and shall be read together.

§ 1.2 **Preconstruction Activities.** Any preconstruction coordination, field investigation, constructability review, logistics planning, scheduling, submittal preparation, or similar preconstruction activities required by the Contract Documents are included in the Work and the Stipulated Sum and shall not be separately compensated.

§ 1.3 Design-Bid-Build Work:

Contractor shall be responsible for constructing portions of the Project as designated by Manager or as otherwise set forth in the Contract Documents. Contractor hereby warrants and represents to Manager that Work shall comply with all applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of any public authority having jurisdiction over the Project; the Work shall comply with any outline and performance specifications prepared by the Manager's design professionals, if any. Contractor shall deliver to Manager all plans and specifications required to be delivered under the Contract Documents, and all rights, title and interest in and to such plans and specifications shall belong to Manager.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- ☐ [« »] The date of this Agreement.
- ☐ [« »] A date set forth in a notice to proceed issued by the Manager.
- ☒ [«X»] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

A date set forth in a notice to proceed issued by the Manager; provided that the Manager may issue one or more notices to proceed for all or limited scopes of the Work. Such notices to proceed may authorize all or designated portions of the Work.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 2.2 The Contract Time shall be measured from the date of commencement.

§ 2.3 Substantial Completion

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

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

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

[☒] By the following date: « »

§ 2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work

Substantial Completion Date

§ 2.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 2.3, liquidated damages, if any, shall be assessed as set forth in Section 3.5.

ARTICLE 3 CONTRACT SUM

§ 3.1 The Manager shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be issued under the following:
(Check the appropriate box.)

[☒] Stipulated Sum, in accordance with Section 3.2 below

[☐] Preconstruction Services Fee, in accordance with Section 1.2.1 above

[☐] Cost of the Work plus the Contractor's Fee, in accordance with Section 3.3 below

[☐] Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below

(Based on the selection above, complete Section 3.2, 3.3 or 3.4 below.)

§ 3.2 The Stipulated Sum shall be «TBD» (\$«TBD»), subject to additions and deductions as provided in the Contract Documents. See Exhibit B – Construction Cost Summary.

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

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Manager 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.)

«TBD»

§ 3.2.2 Unit prices, if any:

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

Item

Units and Limitations

Price per Unit (\$0.00)

Request to Stop Work; where initially Manager accept work on a particular day, but have to stop on the day, due to unforeseen circumstances.

Days (limit 5ea)

Should any stop days be utilized, then the number of day(s) will be added to the Substantial Completion date.

§ 3.2.3 Allowances, if any, included in the stipulated sum:

(Identify each allowance.)

Item

Price

TBD

§ 3.3 Cost of the Work Plus Contractor's Fee – Intentionally deleted.

§ 3.4 Cost of the Work Plus Contractor's Fee With a Guaranteed Maximum Price - Intentionally deleted.

§ 3.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

«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 of **Five Hundred Dollars and Zero Cents (\$500.00) per calendar day.**

The Contractor is on notice that the Work being performed under this Contract at the Hawaii Convention Center where numerous events are scheduled that involve all or various portion of the building. Scheduling of the Work shall and will be done so as not to negatively impact scheduled events. If certain portions of the Work are not performed on time, this could have a negative impact on scheduled events and the running of the Convention Center in general. Consequently, due to the difficulty in determining actual damages should the Work not be completed as stated in the Contract documents, the liquidated damages herein are an approximation of the actual damages should such a delay in completion occur by the Contractor.»

§ 3.5.1 Intentionally deleted.

§ 3.5.2 The Contractor acknowledges that in the event that the Contractor fails to achieve Substantial Completion of the Work by the Date of Substantial Completion, the Manager will incur substantial damages and the extent of such damages cannot be measured or are very difficult to accurately measure. Nonetheless, the parties acknowledge and agree that as of the date of the Agreement, the amount of liquidated damages set forth herein represents a good faith estimate on the part of the parties as to the Manager's damages that would result from late completion and that the amount of such liquidated damages does not include any penalty.

§ 3.5.3 The liquidated damages set forth herein shall be the sole and exclusive monetary remedy available to the Manager for delays to the completion of the Work as established herein, however, the Manager hereby retains any and all non-monetary rights and remedies for delays to the completion of the Work under the terms of the Contract and applicable laws, including, without limitation, the Manager's right of termination hereunder.

ARTICLE 4 PAYMENT

§ 4.1 Progress Payments

§ 4.1.1 Based upon complete and accurate Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Manager shall make progress payments of approved amounts on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 4.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 4.1.3 Provided that an Application for Payment is received by the Architect not later than the «10th» day of a month, the Manager shall make payment of the certified and Manager approved amount to the Contractor not later than the «10th» day of the «following» month. If an Application for Payment is received by the Architect after the date fixed above, payment shall be made by the Manager based on the approved amount not later than «forty-five» («45») days after the Architect receives the Application for Payment. 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.

(Federal, state or local laws may require payment within a certain period of time.)

§ 4.1.4 For each progress payment made prior to Substantial Completion of the Work, the Manager may withhold retainage from the payment otherwise due as follows:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment and any terms for reduction of retainage during the course of the Work. The amount of retainage may be limited by governing law.)

«The Manager will pay the Contractor in full minus five percent (5%) retainage for each calendar month payment application, certified by the CM/PM, until such a time that the Contract is past fifty percent (50%) complete, and the progress is satisfactory, no additional sum may be withheld from any payments to the Contractor.»

§ 4.1.5 Payments due and unpaid under the Contract shall bear interest from the date payment is properly due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

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

«6» % «per annum»

§ 4.1.6 Section 103-32.1(d)(3), Hawaii Revised Statutes (HRS) allows the Contractor to withhold from amounts due its Subcontractors, only the same percentage of retainage as that of the Contractor, and only if its Subcontractors have provided valid performance and payment bonds or other bond or collateral acceptable to the Contractor. Section 103-32.1, HRS, allows the Contractor or subcontractor to negotiate with, and retain from its respective Subcontractors, a different retainage percentage which cannot exceed ten percent (10%). All amounts retained shall be held by the procurement officer. Therefore no additional amounts are to be retained by the Manager unless: (1) the Contractor's progress is not satisfactory, in which case the Manager may continue to withhold up to five percent (5%) of the amount due the Contract, after fifty percent (50%) of the Contract is completed; or (2) there is a subcontract in which the Contractor or subcontractor has negotiated a retainage in excess of the five percent (5%), but no more than ten percent (10%).

§ 4.2 Final Payment

§ 4.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, calculated in accordance with Section 4.1.3 shall be made by the Manager to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Manager has received certification by the Architect and the Contractor that the Work has been completed in accordance with the Contract Documents;
- .3 Intentionally deleted;
- .4 The Manager has received acknowledgements from the Contractor, and from all Subcontractors and all other persons or entities for all labor performed and/or materials supplied in connection with the Work;
- .5 the Manager has received an affidavit of payment of debts and claims executed by the Contractor on AIA Form G706, including consent of surety for final payment if required by any performance or payment bond;
- .6 Intentionally deleted;
- .7 the Manager has received written certification from the Architect that each final Punch List item (defined below) for the Work has been completed;
- .8 the Manager has received copies of all special inspection reports, certificates or any similar items as required by any political subdivision relating to the Work;
- .9 Intentionally deleted;
- .10 the Manager has received copies and, as applicable, assignment, of all guaranties for workmanship, and all warranties and maintenance agreements, relating to the completed Work, and the Manager training has been completed;
- .11 the Manager has received "as built" record drawings and specifications that include all modifications and changes that have been included in the Plans and Specifications.
- .12 a final Certificate for Payment has been issued by the Architect in accordance with Section 15.7.1; and

- .13 the Manager has received a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to the Manager and a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents.

§ 4.2.2 The Manager's final payment to the Contractor shall be made no later than sixty (60) days after the issuance of the Architect's final Certificate for Payment and final approval is authorized by the Manager, based on the Contractor's completion of requirements outlined in Section 4.2.1.

«No changes of note Section 4.2.2»

§ 4.2.3 Intentionally deleted.

ARTICLE 5 DISPUTE RESOLUTION

§ 5.1 Binding Dispute Resolution

For any claim subject to, but not resolved by the procedures set forth in Section 5.1.1 and 5.1.2, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 21.6 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other *(Specify)*

« »

If the Manager and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved in a court of competent jurisdiction.

§ 5.1.1 Meet and Confer

In the event of a dispute involving terms or performance of this Contract, the Parties agree to initially attempt to resolve the dispute through a meet and confer process. The aggrieved Party shall submit information regarding the nature of the dispute to the other Party at the addresses listed herein. Upon receipt of any such notice, decision-making representatives of the Parties shall meet and confer in person in an effort to resolve such dispute. In the event that the dispute is not resolved through this informal process, the Parties may attempt, but are not required, to resolve the dispute through mediation. If the Parties do not both agree to submit the dispute to mediation, then the dispute shall be resolved through litigation as provided herein.

§ 5.1.2 Mediation

The Parties may mediate disputes, but only if both Parties agree to use mediation. In the event mediation is utilized, the Party seeking mediation shall send a notice to the other Party, setting forth the nature of the controversy, the dollar amount involved, if any, and the remedy sought. There shall be one mediator. The Parties shall conduct the mediation through Dispute, Prevention & Resolution, Inc. ("DPR") and shall select a mediator from the DPR Panel. The cost of the mediator and the mediation shall be borne equally by the Parties and the mediation shall take place in Honolulu, Hawaii. In the event mediation is not successful, the dispute shall be resolved through litigation.

§ 5.1.3 Continued Performance

Pending the final resolution of any dispute, Contractor shall continue to perform the undisputed Work required by the Contract, and Manager shall continue to pay all amounts due that are not subject to the dispute.

ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

§ 6.1 The Contract Documents are defined in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 6.1.1 The Agreement is this executed AIA Document A104™–2017, Standard Abbreviated Form of Agreement Between Manager and Contractor the Manager and the Contractor, as modified and agreed to by the parties.

§ 6.1.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203–2013 incorporated into this Agreement.)

«N/A»

§ 6.1.3 The Supplementary and other Conditions of the Contract:

General Conditions – Appendix B, Exhibit A to RFP 2026-9

Special Conditions – Appendix B, Exhibit B to RFP 2026-9

§ 6.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

«See Appendix F, Exhibit B (Specifications), to RFP#2026-9, as incorporated into the Contract Documents»

§ 6.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

«See Appendix F, Exhibit A (100% CD Set) and Exhibit C (Ballroom Roof Details), to RFP#2026-9, as incorporated into the Contract Documents»

§ 6.1.6 The Addenda, if any:

Number	Date	Pages
TBD		

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are enumerated in this Article 6.

§ 6.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 Other Exhibits:

(Check all boxes that apply.)

☐ Exhibit A, Determination of the Cost of the Work.

☐ AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

☐

☐ The Sustainability Plan:

Title	Date	Pages
None		

☐ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
None			

.2 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents.)

- .1 Exhibit B – Construction Cost Summary;
- .2 Exhibit C – Construction Schedule, if applicable;
- .3 Exhibit D – Contractor's Equipment Rates, if applicable;
- .4 RFP 2026-9, including all appendices, amendments, and addenda thereto;
- .5 Contractor's Proposal in response to RFP 2026-9, dated _____, including any BAFO, but only to the extent accepted by the Manager and not inconsistent with the order of precedence established in Section 1.1; and
- .6 Any written clarifications, exceptions, or modifications to the RFP or Contract Documents expressly accepted in writing by the Manager prior to award.

ARTICLE 7 GENERAL PROVISIONS

§ 7.1 The Contract Documents

The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. 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; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 7.2 The Contract

The Contract Documents form the Contract for Construction ("Contract"). The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Manager and the Contractor.

§ 7.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 7.4 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 7.5 Ownership and use of Drawings, Specifications and Other Instruments of Service

§ 7.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications however, the Manager shall become the owner of the Instruments of Service upon payment, in whole or in part. The Contractor, Subcontractors, sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Manager or the Architect's reserved rights.

§ 7.5.2 The Contractor, Subcontractors, sub-subcontractors and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to the protocols established pursuant to Sections 7.6 and 7.7, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Manager, Architect and the Architect's consultants.

§ 7.6 Digital Data Use and Transmission – Intentionally deleted.

§ 7.7 Building Information Models Use and Reliance – Intentionally deleted.

§ 7.8 Severability

The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 7.9 Notice

§ 7.9.1 Except as otherwise provided in Section 7.9.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, or by courier.

§ 7.9.2 Notice of Claims shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 7.10 Relationship of the Parties – Intentionally deleted.

ARTICLE 8 MANAGER

§ 8.1 Information and Services Required of the Manager

§ 8.1.1 Prior to commencement of the Work, at the written request by the Contractor, the Manager shall furnish to the Contractor reasonable evidence that the Manager has made financial arrangements to fulfill the Manager's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Manager provides such evidence. If commencement of the Work is delayed under this Section 8.1.1, the Contract Time shall be extended appropriately.

§ 8.1.2 The Manager shall furnish all necessary surveys and a legal description of the site.

§ 8.1.3 The Contractor shall be entitled to rely on the accuracy of information furnished by the Manager but shall exercise proper precautions relating to the safe performance of the Work.

§ 8.1.4 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 9.6.1, the Manager shall secure and pay for other necessary approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

§ 8.2 Manager's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or repeatedly fails to carry out the Work in accordance with the Contract Documents, the Manager may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Manager to stop the Work shall not give rise to a duty on the part of the Manager to exercise this right for the benefit of the Contractor or any other person or entity. The Contractor shall be liable for all impacts related to delays resulting from a stop Work order issued by the Manager based on the Contractor's failure to perform under this paragraph. The exercise of the Manager's right to stop Work shall not result in any extensions to the Project Schedule.

§ 8.3 Manager'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 ten-day period after receipt of notice from the Manager to commence and continue correction of such default or neglect with diligence and promptness, the Manager may, without prejudice to any other remedies the Manager may have, correct such default or neglect. Such action by the Manager and amounts charged to the

Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 15.4.3, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Manager for the reasonable cost of correcting such deficiencies, including the Manager's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If the Contractor disagrees with the actions of the Manager or the Architect, or the amounts claimed as costs to the Manager, the Contractor may file a Claim pursuant to Article 21.

§ 8.4 Manager Inspections

The Manager has the right, at all reasonable times and prior to acceptance, to inspect or otherwise evaluate the Work performed or being performed under the Contract and the site in which it is being performed. The Contractor shall provide and shall require Subcontractors to provide all reasonable access and assistance for the safety and convenience of the Manager. All inspections and evaluations shall be performed in such a manner as will not unduly delay the Work. Any such inspections or evaluations do not constitute acceptance of the Work nor waive any rights of the Manager under the Contract Documents. If any of the Work is not acceptable to the Manager or the Architect as conforming to the requirements of the Contract Documents, any such nonconforming Work shall be corrected in accordance with Article 18 herein.

§ 8.5 The Contractor shall treat all information relating to the Project and all information supplied to the Contractor by the Manager or Architect, or to which the Contractor has access on site, as confidential and proprietary information of the Manager and shall not permit its release to other parties except as may be necessary in dealing with governmental authorities, Subcontractors, suppliers and consultants in the ordinary course of permitting and constructing the Project, and shall not make any public announcement or publicity releases without the Manager's prior express written authorization. All Subcontracts shall require the same of Subcontractors of all tiers.

ARTICLE 9 CONTRACTOR

§ 9.1 Review of Contract Documents and Field Conditions by Contractor

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

§ 9.1.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Manager pursuant to Section 8.1.2, shall take and verify field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall, within three (3) days report to the Architect any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents. If the Contractor performs any construction activity knowing it involves a recognized error, omission, or inconsistency in the Contract Documents without such notice to the Manager, the Contractor shall assume responsibility for such performance and shall bear the amount of the attributable costs for any necessary correction of the Work.

The Contractor shall carefully study all the Contract Documents including the Drawings, Specifications, as well as any test information, existing conditions, historical data, conditions of permits and licenses, and other site-specific information as deemed necessary by the Contractor to fully understand the Project's scope of Work. It is the responsibility of the Contractor to notify the Manager, in writing, of conditions or exemptions which are not included in the Contractor's scope of Work; provided, however, such conditions or exemptions shall not result in any change to the Stipulated Sum or the schedule except as provided in Article 13 herein.

§ 9.1.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall, within three (3) days report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 9.2 Supervision and Construction Procedures

§ 9.2.1 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 under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

§ 9.2.2 The Contractor shall be responsible to the Manager for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

§ 9.2.3 Contractor's Project Superintendent shall be (TBD), and the Project Manager shall be (TBD). The Contractor commits that the Project Superintendent and Project Manager will be available throughout the Project for their respective roles and will not be removed from the Project without the Manager's prior written approval. The Contractor commits that the Project Superintendent will be committed to this Project and onsite during all construction activity. The Contractor also commits the Project Manager will be available throughout the Project and close-out process, completing at receipt of Final Payment. These commitments shall be adhered to unless the Project Superintendent or Project Manager leaves the employment with the Contractor and any replacement shall be subject to approval of the Manager, which approval shall not be unreasonably withheld or delayed.

§ 9.3 Labor and Materials

§ 9.3.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 9.3.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. The Contractor shall take all necessary steps to ensure labor harmony on the Project and shall perform all Work in accordance with local labor laws and regulations.

§ 9.3.3 The Contractor may make a substitution only with the written consent of the Manager, after evaluation by the Architect and in accordance with a Modification.

§ 9.3.4 The Contractor is solely responsible for the proper and safe operation and maintenance of all utility systems within the construction limits, whether supplied by the Manager's distribution system or otherwise, until the Work is accepted by the Manager and the Manager has notified the Contractor in writing that other arrangements for such operation and maintenance have been made. The Contractor shall maintain and operate appurtenances within the construction area that serve the distribution system, subject to periodic inspection by the Manager's operating personnel. Inspection by any representative or personnel of the Manager shall not relieve the Contractor of its responsibilities under this Section for such operation and maintenance. The Contractor shall notify the Manager's representatives in writing at least 72 hours in advance of its request to extend, connect, disconnect, turn on or off any steam, electric, water or other service from the Manager's supply systems. The actual operation shall be witnessed and approved by authorized representatives of the Manager. All plumbing, heating and electrical Work, including installation of equipment and any other Work to be performed by the Contractor shall be carried out without interference with the Manager's normal operation. Where any Work requires interruption of any service, the Contractor shall make advance arrangements with the Manager for dealing with such interruption.

§ 9.3.5 Contractor warrants that it has sufficient experience and personnel to perform the Work and shall perform such Work in a good and workmanlike manner. The Contractor shall ensure that its employees are adequately trained and supervised and that each Subcontractor has the requisite expertise and competent personnel to properly perform its portion of the Work.

§ 9.4 Warranty

The Contractor warrants to the Manager and the Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes

remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage. All other warranties required by the Contract Documents shall be issued in the name of the Manager, or shall be transferable to the Manager, and shall commence in accordance with Section 15.6.3. Notwithstanding any inspection or acceptance by the Manager, the Contractor warrants that all Work performed under the Contract shall be performed in a good and workmanlike manner in accordance with established industry standards, the Contract Documents, and all applicable Federal, State, and local law.

§ 9.5 Taxes

The Contractor shall pay applicable sales, consumer, use, and other similar taxes, whether or not yet effective, or adopted after the effective date of this Agreement. Sales Tax on permanent material is excluded and Manager shall provide contractor a Sales Exemption Certificate.

§ 9.6 Permits, Fees, Notices, and Compliance with Laws

§ 9.6.1 Unless otherwise provided in the Contract Documents, the Contractor shall process and secure all permits, fees, licenses, approvals, and inspections by government agencies or regulatory bodies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded. The Manager shall pay required permit fees as provided in the Contract Documents.

§ 9.6.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. The Contractor shall obtain certificates of compliance, where required. 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 notify the Manager in writing before the Work is performed. The Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 9.7 Allowances

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. The Manager shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. The Contractor's costs for unloading and handling at the site, labor, installation, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowance. Allowances shall be tracked separately on a monthly basis. A Change Order must be utilized to adjust Allowances amounts. The Change Order must detail the difference between the original allowance amount and the purchase amount of the allowance, including, if applicable, reasonable allowances for cutting losses, tolerances, mixing wastes, normal imperfections and similar margins and installation costs in the purchase amount only where indicated as part of the allowances. Documentation must be provided to substantiate the distribution of any margins claimed. The Manager reserves the right to establish the quantity of work-in-place by independent quantity survey, measure or count.

§ 9.8 Contractor's Construction Schedules

§ 9.8.1 The Contractor, promptly after being awarded the Contract, shall submit for the Manager's and Architect's information a Contractor's construction schedule for the Work. The detailed Project Construction Schedule for the Work in a critical-path format for the Manager and Architect's review and the Manager's acceptance. The Contractor shall obtain the Architect's concurrence for the portion of the detailed Project Construction Schedule relating to the performance of the Architect's services. The detailed Project Construction Schedule shall coordinate and integrate the Contractor services, the Architect's services, other Manager consultants' services, and the Manager's responsibilities as well as identify major milestone items that could affect the Project's timely completion. Thereafter, the Contractor shall, at least bi-weekly, or more often, if required by the Manager, update the detailed project Construction Schedule and the updated schedule shall also include the following: components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; and the occupancy requirements of the Manager. The detailed Project Construction Schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, 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. The Manager reserves the right to provide a list of critical dates when Work at the site and/or interruptions should be avoided.

§ 9.8.2 The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Manager and the Architect.

§ 9.9 Submittals

§ 9.9.1 Within ten (10) days following the Notice to Proceed with construction phase Work, the Contractor shall provide a detailed schedule to the Architect which identifies all submittals for Shop Drawings, Product Data, Samples and similar submittals to the Architect ("Submittal Schedule"). Once the Architect accepts the Submittal Schedule, which approval shall not be unreasonably withheld, the Contractor shall review for compliance with the Contract Documents and submit to the Architect Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents in coordination with the Submittal Schedule. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Manager and the Architect that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals. Submittals which in the Architect's opinion are incomplete, contain numerous errors, or have not been adequately checked by the Contractor may be returned by the Architect for proper review and re-submittal. In the event that the Architect and the Contractor are in dispute over the quality of any submittal, the Manager shall be the final judge.

§ 9.9.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

§ 9.9.3 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents or unless the Contractor needs to provide such services in order to carry out the Contractor's own responsibilities. If professional design services or certifications by a design professional are specifically required, the Manager and the Architect will specify the performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional. If no criteria are specified, the design shall comply with applicable codes and ordinances. Each Party shall be entitled to rely upon the information provided by the other Party. The Architect will review and approve or take other appropriate action on submittals for the limited purpose of checking for conformance with information provided and the design concept expressed in the Contract Documents. The Architect's review of Shop Drawings, Product Data, Samples, and similar submittals shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. In performing such review, the Architect will approve, or take other appropriate action upon, the Contractor's Shop Drawings, Product Data, Samples, and similar submittals.

§ 9.9.4 Requests for Information

All Requests for Information (RFI) shall be submitted to the Architect for review. The Manager, at its sole discretion, may agree with the Architect's response, amend the response, or prepare its own superseding response. If the timely response to an RFI is critical to maintaining the Construction Schedule, it is the responsibility of the Contractor to annotate such on the RFI submittal with a "provide a response no later than" date.

§ 9.9.4.1 RFI shall be submitted in a timely manner, well in advance of related work, and allow sufficient time for the resolution of issues relating to the request for interpretation or clarification. The Contractor shall schedule the submission of RFI so as to moderate and manage the flow of RFI's. RFI's shall be submitted in a manner consistent with the schedule and progress of the Work, and shall not be submitted in a sporadic and/or excessive manner.

§ 9.9.4.2 RFI shall be numbered in a sequential manner and contain a detailed description of the areas of work requiring interpretation or clarification, including drawing and specification references, sketches, technical data, brochures, or other supporting data as deemed necessary by the Architect, for the Architect to provide the interpretations and clarifications requested. The Contractor shall include a "proposed solution" to the issue requiring interpretation or clarification.

§ 9.9.4.3 RFI submitted to the Contractor by Subcontractors, suppliers, or other parties to the Work shall be reviewed by the Contractor prior to submission to the Architect. If the Architect deems that such RFI requests have not been

adequately reviewed by the Contractor, such requests will be returned to the Contractor for further action. Subcontractor's RFI shall contain a "proposed solution".

§ 9.9.4.4 RFI shall not contain submittals, substitutions requests, routine communications, correspondence, memos, claims, or any information required by, or for other purposes under the Contract Documents. RFI containing such information will be returned to the Contractor without action by the Architect.

§ 9.9.4.5 RFI are limited to a request for interpretation or clarification of the requirements of the Contract Documents. Interpretations provided by the Architect shall not change the requirements of the Contract or the Contract Documents.

§ 9.9.4.6 If the Contractor determines that the Architect's response to an RFI gives cause for a change in the Contract or the Contract Documents, the Contractor shall, within five (5) days following receipt of the Architect's response, give written notice to the Architect of request for a Change Order. Requests for Change Orders shall be submitted in a manner consistent with the terms and conditions of Article 13 herein.

§ 9.9.4.7 If the Architect, after review, determines that any RFI has been submitted in an incomplete manner, is unnecessary, or does not otherwise comply with the requirements of this Section, the RFI will be returned without action to the Contractor. The Contractor shall delete the original submittal date from the RFI log and enter a new submittal date at the time of resubmittal.

§ 9.9.5 Substitutions

The Contractor may not make any substitutions of products approved during the submittal process and/or explicitly enumerated in the Contract Documents without the written consent of the Manager.

§ 9.10 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment. The Contractor shall not use drives and entrances for storage of materials. The Contractor shall schedule deliveries to minimize use of driveways and entrances, and to minimize space and time requirements for storage of materials and equipment on-site. The Contractor assumes full responsibility for the protection and safekeeping of materials and equipment stored at the site. The Contractor may be requested to move any stored materials and equipment under the Contractor's control that interfere with operations of the Manager or separate contractors. Contractor and all Contractor's employees on the Manager's premises shall also conform to Manager's Health & Safety Procedures attached as Appendix D to RFP#2026-09.

§ 9.11 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.

§ 9.12 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. The Manager may direct the Contractor to provide immediate clean-up of the site and the Contractor shall comply at no additional cost to the Manager. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus material from and about the Project, including leaving the rights-of-way, easements and other Work areas free of all debris, and in a neat, clean and safe condition in conformance with this paragraph and all applicable rules, laws and ordinances.

§ 9.13 Access to Work

The Contractor shall provide the Manager, the Manager's Representative and the Architect with access to the Work in preparation and progress wherever located to determine if the construction of Work is in conformity with the Plans and Specifications and all other requirements of this Agreement and to examine and make copies and extracts of any books, records, accounting data and other documents, including, without limitation, all permits, licenses, consents and approvals of governmental authorities having jurisdiction over the Work and the Contractor and all Subcontractors supplying labor and/or materials in connection with the Work.

§ 9.14 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Manager and the Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Manager or the Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 9.15 Indemnification

§ 9.15.1 To the fullest extent permitted by law, the Contractor shall indemnify, **defend**, and hold harmless Legends Global Management HCC, LLC, Legends Global, LLC, ASM Global Parent, LLC, the State of Hawai'i, the Hawai'i Tourism Authority, and their respective affiliates, licensees, lenders, vendors, officers, directors, partners, members, shareholders, employees, agents, representatives, successors, and assigns (collectively, the "Manager Indemnitees") from and against claims, damages, losses, and expenses, including reasonable attorneys' fees, arising out of or resulting from performance of the Work, but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable.

§ 9.15.2 In claims against any person or entity indemnified under this Section 9.15 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 9.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 9.15.3 The Contractor's indemnity, defense and hold harmless obligations under this Section 9.15 shall also specifically include, to the extent caused in whole or in part by the Contractor and to the extent not prohibited by law, without limitation, all fines, claims, penalties, damages, liability, costs, expenses, settlements (including, without limitation, reasonable attorneys' fees, consultant fees, court costs and related expenses) and punitive damages (if any) arising out of, or in connection with, any (i) violation of or failure to comply with any government requirement that is consistent with the Contract Documents and which bears upon the performance of the Work by the Contractor, a Subcontractor, Sub-subcontractor or any person or entity for whom either is responsible, (ii) means, methods, procedures, techniques or sequences of execution or performance of the Work, and (iii) failure to secure and/or pay for Surveys, Permits, fees, approvals, licenses and inspections as required under the Contract Documents, any violation of any Permit or other approval of a public authority applicable to the Work, or any labor, materials, equipment and/or services provided to the Project or for the Work.

§ 9.15.4 The Contractor specifically agrees that it shall defend, indemnify and hold the Manager harmless from any assertion of claims by Subcontractors, sub-subcontractors or any other persons or entities which provided labor, materials, equipment and/or services to the Project and/or for the Work. The Contractor shall defend the Manager, at the Contractor's own expense and not as a Cost of the Work, from all such assertions and/or claims if the Manager so requests in writing. The Contractor agrees that it shall pay all reasonable attorneys' fees, consultant fees, court costs and related expenses and other costs, expenses or fees which the Contractor or the Manager incur in responding to such assertions and claims. In the event that assertions or claims are asserted or filed by anyone in relation to labor, materials, services and/or equipment furnished by the Contractor or any of its Subcontractors, sub-subcontractors or other persons or entities, the Contractor agrees to have the same discharged by posting a bond in accordance with Section 15.5.5. Premiums for such bonds, unless required through the sole fault of the Manager, shall not be a reimbursable cost and any and all asserts and claims shall be bonded off by the Contractor, regardless of dispute, with the issue of bond premium reimbursement to be determined at a later date in accordance with the Contract Documents. This provision shall not be applicable in the event the Manager is in default of the payment provisions of the Contract.

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

§ 9.15.6 The Contractor shall also indemnify, defend and hold harmless all Manager 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 Manager 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.

§ 9.15.7 The provisions of this Section 9.15 shall survive the completion of the Work or termination of the Contract.

§ 9.16 Project Meetings

§ 9.16.1 The Contractor shall hold, attend, and lead regular Project meetings with the Manager's Representative and the Architect and other Project participants as determined in accordance with Section 19.7.3 below. Meetings shall be held every two (2) weeks, or as mutually agreed upon. The Contractor shall prepare an agenda for each meeting in advance, including the subjects listed in Sections 9.16.1.1 and 9.16.1.2, and shall come to the meetings prepared with the complete and up to date information.

§ 9.16.1.1 Schedule. The agenda for each meeting shall include a review of progress since the last meeting, including whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule, how construction that is behind schedule will be expedited; and whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time. Each meeting shall include a three-week look ahead schedule, and identify major milestones on the Project, such as delivery of major equipment and utility interruption requests, etc.

§ 9.16.1.2 The agenda for each meeting shall include a review of any pending or proposed Change Orders, Construction Change Directives, RFIs, any site conditions that differ materially from those indicated in the Contract Documents and that may give rise to a request for a Change Order in accordance with Section 13.4, and any other event or circumstances which may change the Contract Sum. All items shall be either be assigned a value or a Rough Order of Magnitude (ROM) value by the Contractor until the actual value is known through quotes.

§ 9.17 Monthly Construction Report

The Contractor shall prepare and update monthly a monthly construction report, in Microsoft Word format, that shall contain, at a minimum the requirements provided for in this Section 9.17.

§ 9.17.1.1 Submittal Schedule. The Submittal Schedule for the Contractor provided equipment and materials, and Manager furnished equipment, if any. This schedule will provide the Manager and the Contractor the means to require other Contractors and Subcontractors to meet submittal dates.

§ 9.17.1.2 Construction Schedule. The Construction Schedule shall show, in detail all the construction activities and indicate what activities are behind schedule and what actions are being planned to correct the deficiency. The Schedule shall be a horizontal, Critical Path Method, Gantt chart type.

§ 9.17.1.3 Schedule of Values. The Contractor shall provide a schedule of values summary by the Construction Specification Institute (CSI) Division, indicating the Manager approved Change Orders, pending Change Orders and any other information that will forewarn the Manager of potential changes in the Contract Sum.

§ 9.17.1.4 Construction Photographs. Construction photographs must be sufficient digital photographs (four per page) to indicate the monthly progress of the Work. No less than eight (8) photographs is acceptable.

§ 9.17.1.5 Major Milestones. The report must indicate the major and/or significant milestones accomplished on the project for the previous month, including the critical path tasks.

§ 9.17.1.6 Field Condition Report. The report must include a detailed description of any site conditions that differ materially from those indicated in the Contract Documents and that may give rise to a request for a Change Order in accordance with Section 13.4, together with recommendations for the terms of any such Change Order.

ARTICLE 10 ARCHITECT

§ 10.1 The Architect will provide administration of the Contract as described in the Contract Documents, until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the

Manager only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 10.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Manager, the Contractor, and the Architect. Consent shall not be unreasonably withheld.

§ 10.3 The Architect will visit the site at intervals appropriate to the stage of the construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the 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 rights and responsibilities under the Contract Documents.

§ 10.4 On the basis of the site visits, the Architect will keep the Manager reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Manager (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 10.5 Based on the Architect's evaluations of the Work and of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 10.6 The Architect has authority to reject Work that does not conform to the Contract Documents and to require inspection or testing of the Work.

§ 10.7 The Architect will review and approve or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 10.8 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Manager or the Contractor. The Architect will make initial decisions on all claims, disputes, and other matters in question between the Manager and the Contractor but will not be liable for results of any interpretations or decisions rendered in good faith.

§ 10.9 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

ARTICLE 11 SUBCONTRACTORS

§ 11.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. Whenever the word Subcontractor is used within this Agreement it shall mean Subcontractor, sub-subcontractor, vendor or supplier as an entity that provides labor, materials, equipment and/or services to the Project through an agreement with the Contractor.

§ 11.2 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall provide a list to the Manager's Representative and the Architect of the Subcontractors, vendors or suppliers proposed for each of the principal portions of the Work. The list shall include the name, address and telephone number of each such person, a general statement of the nature of the work to be done, the labor and material to be supplied, the names of materialmen if known, and the approximate dollar value of such labor or work with respect to each. The Contractor shall not contract with any Subcontractor, vendor or supplier to whom the Manager or the Architect has made reasonable written objection within ten (10) days after receipt of the Contractor's list of Subcontractors and suppliers, or with Subcontractors who are not duly licensed in the jurisdiction of the

Project. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 11.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Manager and the Architect, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Manager. If requested by the Manager, the Contractor shall provide copies of each such contract between the Contractor and Subcontractor.

ARTICLE 12 CONSTRUCTION BY MANAGER OR BY SEPARATE CONTRACTORS

§ 12.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Manager under separate agreements. The Manager reserves the right to perform construction or operations related to the Project with the Manager's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 12.2 The Contractor shall afford the Manager and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's activities with theirs as required by the Contract Documents.

§ 12.3 The Manager shall be reimbursed by the Contractor for costs incurred by the Manager which are payable to a Separate Contractor because of delays, improperly timed activities, or defective construction of the Contractor. The Manager shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work, or defective construction of a Separate Contractor.

ARTICLE 13 CHANGES IN THE WORK

§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Manager, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order or Change Order Directive signed by the Manager, the Contractor, and the Architect, or by written Construction Change Directive signed by the Manager and the Architect. Upon issuance of the Change Order, Change Order Directive, or Construction Change Directive, the Contractor shall proceed promptly with such changes in the Work, unless otherwise provided in the Change Order, Change Order Directive, or Construction Change Directive. A Change Order or a Change Order Directive requires written agreement between the Manager, the Architect, and the Contractor. A Construction Change Directive does not require agreement by the Contractor prior to implementation. Claims by the Contractor for additional time or an adjustment in the Contract Sum must be initiated in writing within twenty-one (21) days after occurrence of the event giving rise to such claim, or within twenty-one (21) days after the Contractor first recognizes, or reasonably should have recognized, the condition giving rise to the claim, whichever is later.

§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Manager and the Architect, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Architect will make an interim determination of the amount of payment due for purposes of certifying the Contractor's monthly Application for Payment. When the Manager and the Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Architect will prepare a Change Order.

§ 13.3 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order (on an AIA G701-107 Change Order form) and shall be binding on

the Manager and the Contractor. The Contractor shall carry out such written orders promptly. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work.

§ 13.4 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 equitably adjusted as mutually agreed between the Manager and the Contractor; provided that the Contractor provides notice to the Manager and the Architect promptly and before conditions are disturbed.

§ 13.5 Change Order scope shall be detailed and specific. Unrelated Work shall not be included together in a single change order. Separate Change Orders shall be prepared for each change. Each Change Order shall detail (1) a description of the change in the Work, (2) the total amount of the Change Order including detailed back-up information such as subcontractor quotes, materials, labor, unit prices, equipment quotes, and any other information as requested by the Manager to justify such change, and (3) the adjustment in Contract Time and Contract Sum if any.

§ 13.6 All requests for Changes in the Work shall be entered in a Change Order log provided by the Contractor and updated weekly, with an estimated cost by the Contractor. A copy of the log shall be available to the Manager, the Manager's Representative, and the Architect during the Project meetings and at other times upon request.

§ 13.7 The maximum cumulative allowable percent of mark-ups by the Subcontractors for changes in the Work shall be a total of eleven percent (11%) for overhead and profit.

§ 13.8 The maximum cumulative allowable percent of mark-ups by the Subcontractor, sub-subcontractors, vendors and suppliers for changes in the Work shall be a total of fifteen percent (15%) overhead and profit.

§ 13.9 For additive change orders, the Contractor's Fee shall be increased by the applicable percentage set forth in the Contractor's accepted Proposal/Rate Card, subject to the limitations contained in Sections 13.7 and 13.8. D%).

§ 13.10 The Contractor shall incorporate the Change Order in its payment application, no later than two (2) payment applications after the approved date of the Change Order.

§ 13.11 From time to time, the Manager, the Architect and the Contractor may agree that a Change Order needs to be executed as part of the Work, and the document preparation time for a Change Order may negatively impact the cost of the Change Order. In this circumstance, the Contractor shall prepare a Change Order Directive ("CCD") document which will include (a) scope of work and (b) a stipulated maximum sum for the Change Order. The CCD will be signed by the Manager, the Architect and the Contractor as a preliminary approval of the Change Order. The preliminary approval is only active for fifteen (15) days. The Contractor shall prepare the actual Change Order within that time frame to be approved by the Manager.

ARTICLE 14 TIME

§ 14.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing this Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 14.2 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 14.3 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 14.4 The date of Substantial Completion is the date certified by the Architect in accordance with Section 15.6.3.

§ 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; (2) by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control; or (3) by other causes that the Contractor asserts, and the Architect determines, and the Manager determine, justify delay, then the

Contract Time shall be extended for such reasonable time as the Architect and the Manager may determine, subject to the provisions of Article 21.

§ 14.6 Contractor shall notify the Manager in writing within twenty-one (21) days following the start of any perceived delay for which a request for Change Order may be submitted.

§ 14.7 The Manager reserves the right to suspend and reinstate execution of the whole or any part of the Work without invalidating the provisions of the Agreement. Orders for suspension or reinstatement of work shall be issued by the Manager to the Contractor in writing. The Contract Time will be extended for a period equal to the time lost by reason of the suspension, and the Contractor will receive compensation for reasonable, substantiated extra costs incurred by reason of the suspension by Change Order.

ARTICLE 15 PAYMENTS AND COMPLETION

§ 15.1 Schedule of Values

§ 15.1.1 Where the Contract is based on a Stipulated Sum pursuant to Section 3.2 or 3.4, the Contractor shall submit a schedule of values to the Architect and the Manager before the first Application for Payment, allocating the entire Stipulated Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy required by the Architect and the Manager. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 15.1.2 The allocation of the Stipulated Sum under this Section 15.1 shall not constitute a separate stipulated sum for each individual line item in the schedule of values.

§ 15.2 Control Estimate – Intentionally deleted.

§ 15.3 Applications for Payment

§ 15.3.1 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay. Each month the Contractor shall submit:

- .1 Three (3) signed and notarized original copies of each Application for Payment using AIA Forms G702 and G703 to the Architect and the Manager's Representative by a method ensuring receipt within 24 hours. The Contractor shall transmit each copy with a transmittal form listing attachments and recording appropriate information about the application.
- .2 The certification by the Architect and the Contractor that: (i) all work performed is in substantial accordance with the Plans and Specifications; (ii) all governmental licenses and permits required for the Work as then completed have been obtained; (iii) the Work as then completed does not violate, and, if further completed in accordance with the Plans and Specifications, will not violate, any law, ordinance, rule or regulation; (iv) the remaining undisbursed balance of the Contract Sum is sufficient to pay for the completion of the Improvements
- .3 Evidence that any inspection required by any state, city or other governmental authority has been completed with results satisfactory to that authority.
- .4 Such other information and documents as the Manager may reasonably require.

§ 15.3.2 Intentionally deleted.

§ 15.3.3 Intentionally deleted.

§ 15.3.4 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 Manager, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

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

§ 15.3.6 The Contractor may, with the Manager's prior written approval, make advance payments for Work, materials, or equipment; provided, however, that such payments made by the Contractor shall not be reimbursed by the Manager unless and until: (i) with respect to Work, the Manager has certified the completion of the portion of the Work sought to be reimbursed for payment; (ii) with respect to materials, such materials meet the requirements of Section 15.3.4 above and (iii) with respect to equipment, the Contractor certifies that such equipment was utilized in Work performed during such period.

§ 15.4 Certificates for Payment

§ 15.4.1 The Architect will, within seven (7) days after receipt of the Contractor's Application for Payment, issue to the Manager a Certificate for Payment using AIA Form G702, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and the Manager of the Architect's reasons for withholding certification in whole or in part as provided in Section 15.4.3.

§ 15.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Manager, based on the Architect's evaluations of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Manager to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 15.4.3 The Architect and the Manager may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Manager, if in the Architect's opinion the representations to the Manager required by Section 15.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Manager as provided in Section 15.4.1. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Manager. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Manager from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 9.2.2, because of

- .1 defective Work not remedied;
- .2 third-party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Manager is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Manager or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.
- .8 Intentionally deleted.
- .9 other default or failure by the Contractor to comply with the provisions of the Contract Documents.

§ 15.4.4 The Manager shall approve, or disapprove payment based on the Architect's Certificate for Payment within seven (7) days following receipt. When either party disputes the Architect's decision regarding a Certificate for Payment under Section 15.4.3, in whole or in part, that party may submit a Claim in accordance with Article 21.

§ 15.4.5 When the above reasons for withholding certification are removed, the Architect shall certify payment of amounts previously withheld.

§ 15.5 Progress Payments

§ 15.5.1 The Contractor shall pay each Subcontractor, no later than seven (7) days after receipt of payment from the Manager, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in a similar manner.

§ 15.5.2 Neither the Manager nor the Architect shall have an obligation to pay or see to the payment of money to a Subcontractor or supplier except as may otherwise be required by law.

§ 15.5.3 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Manager shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 15.5.4 Provided the Manager has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Manager from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a claim or other claim for payment, the Manager shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the claim for payment has been asserted.

§ 15.5.5 If a Subcontractor refuses to furnish a release as required by the Manager, the Contractor may furnish, at the Contractor's expense, a bond satisfactory to the Manager to indemnify the Manager. If any dispute exists regarding the amount to be paid to the Contractor, Subcontractor or a vendor or supplier of any tier, a final waiver need not be produced to entitle the Contractor to payment to the extent that such claim exceeds the amount due. To the extent the Manager contends a lesser sum than requested is due, payment shall be made of such lesser sum upon delivery of a partial waiver in such amount. In no event shall Contractor (including any subsidiary) file a lien on any part of this Project.

§ 15.6 Substantial Completion

§ 15.6.1 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 that the Manager can occupy or utilize the Work for its intended use.

§ 15.6.2 When the Contractor considers that the Work, or a portion thereof which the Manager agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment, and in no event, later than thirty (30) days from the issuance of the Certificate of Substantial Completion, and a reasonable estimate of the cost to complete such items ("Punch List"). Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 15.6.3 Upon receipt of the Contractor's list, the Architect, and the Manager (if Manager desires) will make an inspection to determine whether the Work or designated portion thereof is substantially complete. When the Architect and the Manager determine that the Work or designated portion thereof is substantially complete, the Architect will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion; establish responsibilities of the Manager and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and establish that all punch-list items will be completed within thirty (30) days.. 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.

§ 15.6.4 The Certificate of Substantial Completion shall be submitted to the Manager and the Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance and consent of surety, if any, and the Manager shall make payment of retainage applying to the Work or designated portion thereof, provided the Manager reserves the right to withhold a value of up to one hundred fifty percent (150%) of the estimated cost of completing the Work on the Punch List, as such cost is reasonably estimated by the Contractor.

§ 15.7 Final Completion and Final Payment

§ 15.7.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect, and the Manager (if Manager desires) will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions stated in Section 15.7.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 15.7.2 Final payment shall not become due until the Contractor has delivered to the Manager acknowledgements of payments out of this Contract or receipts in full covering all labor, materials and equipment for which the Contractor may furnish a bond satisfactory to the Manager to indemnify the Manager against such claims and all other items required by Section 4.2.1.

§ 15.7.3 The making of final payment shall constitute a waiver of claims by the Manager except those arising from

- .1 claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Manager, if permitted by the Contract Documents, after final payment.

§ 15.7.4 Acceptance of final payment by the Contractor, a Subcontractor, vendor 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 the final Application for Payment.

ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

§ 16.1.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 16.1.2 and 16.1.3. The Contractor may make a claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Manager or the Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 9.15.

§ 16.1.2 If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 16.1.3 The Contractor shall protect and maintain in operation all pipelines, conduits, sewers, drains, poles, wiring and the like that in any way interfere with the Work, whether or not they are specifically shown on the drawings. The Contractor shall see that all items are protected, supported and/or moved as necessary to adjust them to the new work.

§ 16.1.4 Fire Protection: During any flame cutting and/or welding operation, incombustible curtains and blankets shall be used to intercept and catch hot metal, sparks and burning embers. The Contractor shall employ a watchperson, equipped with portable fire extinguishing equipment, to maintain a fire watch continuously during all flame cutting and welding operation and for 4 hours minimum thereafter. No flammable rubbish or liquid shall be kept in any part of the buildings, except one-gallon quantities in approved safety cans or sealed metal containers. All fire doors shall be kept clear of rubbish and in operating condition, and closed during non-working hours. The Contractor shall not allow any locking and blocking of any door in the building, except entrance doors, during non-working hours. Used construction materials, solvent soaked rags, empty volatile containers and any other material or container which may be combustible shall be removed from the construction site daily and at the end of the work.

§ 16.1.5 The Manager or the Manager's inspectors may stop the Work until a condition deemed unsafe to persons is corrected. Should this occurrence delay the Work, the Contractor shall be responsible for any excess costs associated with the work stoppage and shall not be allowed an extension of time in which to perform. This provision does not relieve Contractor of its exclusive responsibility for safe Work practices nor impose upon the Manager any obligation to supervise Contractor's work practices.

§ 16.2 Hazardous Materials and Substances

§ 16.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Manager and the Architect of the condition. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Manager and the Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 16.2.2 To the fullest extent permitted by law, the Manager shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 16.2.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity or such party's failure to comply with the requirements of the Contract Documents.

§ 16.2.3 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Manager shall indemnify the Contractor for all cost and expense thereby incurred.

ARTICLE 17 INSURANCE AND BONDS

§ 17.1 Contractor's Insurance

§ 17.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Section 17.1 or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the insurance required by this Agreement from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 18.4, unless a different duration is stated below:

§ 17.1.2 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») each occurrence, «two million dollars» (\$ «2,000,000») general aggregate, and «two million dollars» (\$ «2,000,000») aggregate for products-completed operations hazard. 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 9.15.1; and (iii) follow a form umbrella or excess liability with a limit of five million dollars (\$5,000,000.00).

§ 17.1.3 Automobile Liability covering vehicles owned by the Contractor and non-owned vehicles used by the Contractor, with policy limits of not less than «one million dollars» (\$ «1,000,000») 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.

§ 17.1.4 The Contractor may achieve the required limits and coverage for Comprehensive General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in not less than five million dollars (\$5,000,000) coverage and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 17.1.5 Workers' Compensation at statutory limits.

§ 17.1.6 Employers' Liability with policy limits not less than «one million dollars» (\$ «1,000,000») each accident, «one million dollars» (\$ «1,000,000») each employee, and «one million dollars» (\$ «1,000,000») policy limit. Employers' Liability insurance shall also include a Waiver of Subrogation in favor of the Manager Indemnitees, as defined in Section 9.15.1, unless prohibited by applicable law. The Workers' Compensation and Employer's Liability policy shall provide a waiver of subrogation in favor of Manager and any other entity or individual required by the Contract. Contractor waives all rights against Manager, and their respective affiliates, agents, officers, directors and employees to the extent of any damages covered by such policy obtained by Contractor pursuant to this paragraph.

§ 17.1.7 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than «two million dollars» (\$ «2,000,000») per claim occurrence and «two million dollars» (\$ «2,000,000») in the aggregate. The 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.

§ 17.1.8 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than «one million dollars» (\$ «1,000,000») each claim occurrence and «one million dollars» (\$ «1,000,000») in the aggregate.

§ 17.1.9 Coverage under Sections 17.1.7 and 17.1.8 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than «three million dollars» (\$ «3,000,000») per claim and «three million dollars» (\$ «3,000,000») in the aggregate.

§ 17.1.10 The Contractor shall provide certificates of insurance acceptable to the Manager or, at Manager's request, copies of policies evidencing compliance with the requirements in this Section 17.1 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Manager's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the period required by Section 17.1.1. The certificates will show the Manager as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy.

§ 17.1.11 The Contractor shall disclose to the Manager any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ 17.1.12 To the fullest extent permitted by law, the Manager Indemnitees, as defined in Section 9.15.1, shall be named as additional insureds on the Contractor's Commercial General Liability, Automobile Liability, Pollution Liability, if required, and excess or umbrella liability policies, where applicable, for claims caused in whole or in part by the Contractor's negligent acts or omissions. The additional insured coverage shall be primary and non-

contributory to any of the Manager's general liability insurance policies and shall apply to both ongoing and completed operations. The policy limits applicable to the additional insureds shall be the same amount applicable to the named insured or, if the policy provides otherwise, policy limits not less than the amounts required under this Agreement. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's Consultants, CG 20 32 07 04.

§ 17.1.13 Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.1, the Contractor shall provide notice to the Manager of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Manager shall, unless the lapse in coverage arises from an act or omission of the Manager, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 17.1.14 Other Insurance Provided by the Contractor

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

Coverage	Limits
Builders Risk	To cover the total value of the entire Project on a replacement cost basis.
Personal Property Insurance	Value of Contractor's personal property, tools, equipment and other property.

- .1 The Contractor shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Contractor's property insurance coverage shall be no less than the amount of the Contract Sum, plus the value of subsequent Modifications and labor performed or materials or equipment supplied by others. Such shall be maintained until Substantial Completion and thereafter as provided in this Section 17.1.14 unless otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Manager, the Contractor, Subcontractors, and sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.
- .2 Unless the parties agree otherwise, upon Substantial Completion, the Contractor shall continue the insurance required by Section 17.1.14. or, if necessary, the Manager shall replace the insurance policy required under this Section 17.1.14 with property insurance written for the total value of the Project .
- .3 The Contractor shall be responsible for all deductibles and self-insured retentions applicable to the insurance required by this Section and for any loss not covered as a result thereof, without reimbursement by the Manager.
- .4 Prior to commencement of the Work, the Contractor shall secure the insurance, and provide evidence of the coverage, required under this Section 17.1.14 and, upon the Manager's request, provide a copy of the property insurance policy or policies required by this Section 17.1.14. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ 17.1.15 The Contractor shall be responsible for all deductibles required of the policies carried for the Project, without reimbursement as Cost of the Work.

§ 17.1.16 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 Hawai'i and that is satisfactory to the Company.

§ 17.1.17 Additional Insureds Endorsements. All insurance, except the workers compensation and professional liability insurance, shall include the Manager Indemnitees defined in Section 9.15.1 as additional insureds under ISO Form CG 2010 and Form CG 2037 or their equivalents. These endorsements shall apply without regard to other provisions of this Agreement.

§ 17.1.18 Primary Insurance. The commercial general liability insurance under Section 17.1.2, the automobile liability insurance under Section 17.1.3 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.

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

§ 17.1.20 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 (3) 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.

§ 17.1.21 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 ten (10) days' written notice for non-payment of premium. The Contractor shall be required to immediately notify Manager 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.

§ 17.1.22 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.

§ 17.1.23 Delivery of Certificates and Policies. Original certificates of insurance and all requested endorsements, in a form acceptable to the Manager, must be filed with the Manager prior to commencement of the Contractor's Services. The Contractor's certificate of insurance shall be endorsed as follows: *"The Manager Indemnitees (as defined in Section 9.15.1) 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 Manager Indemnitees."* The Certificate Holder box shall identify the name and address of the Manager 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 (7) days following a request from the Manager.

§ 17.1.24 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 Manager receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the Manager may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

§ 17.1.25 Subcontractors. If the Contractor subcontracts any portion of the Work, the Contractor shall require each Subcontractor to maintain insurance appropriate to its portion of the Work and consistent with the applicable requirements of this Article 17, and to name the Contractor and the Manager Indemnitees as additional insureds where applicable. The Contractor shall provide evidence of such insurance upon request by the Manager.

§ 17.1.26 Non-Waiver

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

§ 17.2 Manager's Insurance

§ 17.2.1 Manager's Liability Insurance

The Manager shall be responsible for purchasing and maintaining the Manager's usual liability insurance.

§ 17.2.2 Intentionally deleted.

§ 17.2.2.7 Waiver of Subrogation

§ 17.2.2.7.1 The Manager and Contractor waive all rights against each other and against the other's contractors, subcontractors, consultants, agents, and employees for damages caused by fire or other causes of loss to the extent such damages are covered by property insurance required under this Agreement, except such rights as they may have to proceeds of such insurance.

§ 17.2.2.7.2 If during the Project construction period the Manager insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Manager waives all rights in accordance with the terms of Section 17.2.2.7.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 17.2.2.8 A loss insured under the Manager's property insurance shall be adjusted by the Manager as fiduciary and made payable to the Manager as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Manager shall pay the Architect and the Contractor their just shares of insurance proceeds received by the Manager, and by appropriate agreements, written where legally required for validity, the Architect and the Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 17.2.3 Other Insurance Provided by the Manager

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

Coverage	Limits

§ 17.3 Performance Bond and Payment Bond

§ 17.3.1 Intentionally deleted.

§ 17.3.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 17.3.3 **Performance and Payment Bonds.** The Contractor shall, prior to execution of the Contract, furnish a performance bond and a payment bond, each in an amount equal to one hundred percent (100%) of the Contract Sum, or a combined performance and payment bond satisfying all requirements applicable to both bonds. The bonds shall be issued by a surety company authorized to do business in the State of Hawai'i, shall be in the form required by applicable law, including HRS §§103D-324 and 103D-325, and shall otherwise be satisfactory to the Manager. The Manager shall be named as obligee, together with any additional obligee required by the applicable State bond form. The amount of the bonds shall be increased as necessary to reflect approved Change Orders increasing the Contract Sum.

ARTICLE 18 CORRECTION OF WORK

§ 18.1 The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed, or completed. Prior to final completion, upon discovery by the Architect, the Manager's Representative of any material deviation from the Plans and Specifications or of defective or unworkmanlike labor or materials being used in the construction of the Work, the Architect or the Manager's Representative may immediately order stoppage of construction and demand that any unsatisfactory work be replaced and that the condition be corrected, whether or not any unsatisfactory work has already been incorporated into the Work. After issuance of such an order in writing, the condition shall be corrected within fifteen (15) days from the date of stoppage. The Manager shall have the right to withhold all further payment until the condition is corrected, and no other Work shall be done without the prior written consent of the Manager unless, and until, such condition has been fully corrected. Costs of

correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 18.2 In addition to the Contractor's obligations under Section 9.4, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 15.6.3, or by terms of an applicable special warranty or extended warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Manager to do so unless the Manager has previously given the Contractor a written acceptance of such condition. The Manager shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Manager fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Manager waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

§ 18.3 If the Contractor fails to correct nonconforming Work within a reasonable time, but in any event within ninety (90) days following receipt of notice from the Manager, the Manager may correct it in accordance with Section 8.3.

§ 18.4 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 18.5 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 18.

§ 18.6 Manufacturer's warranties and subcontractor's warranties shall not relieve the Contractor of any of its warranty obligations under the Contract Documents. All such manufacturer's and subcontractor's warranties shall be assigned by the Contractor to the Manager as a condition of final payment by the Manager.

§ 18.7 Because Work required on warranty is the complete, rework, repair or replacement of Work not properly performed, or the result of defective material or workmanship, the Manager will not compensate the Contractor or Subcontractors and material and equipment suppliers for the warranty Work.

§ 18.8 All warranty items are the responsibility of the Contractor. When warranty items occur, the Manager 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 and in no event more than 24 hours after notification to the Contractor of the same. Resolution shall include the acceleration of labor, material and equipment, all to implement the resolution, regardless of cost. All such costs associated with the resolution of the warranty issue(s) shall remain the responsibility of the Contractor.

ARTICLE 19 MISCELLANEOUS PROVISIONS

§ 19.1 Assignment of Contract

Neither party to the Contract shall assign the Contract without written consent of the other, except that the Manager may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project if the lender assumes the Manager's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 19.2 Governing Law and Compliance with Law

This Contract shall be governed by the laws of the State of Hawaii, excluding that jurisdiction's choice of law rules. The Contractor shall comply with all applicable Federal, State and Local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits). The Contractor shall assure that all operations incident to the Work contemplated under this Contract shall be performed with qualified personnel, properly licensed and trained in accord with established regulatory standards, laws, ordinances and regulations.

§ 19.3 Tests and Inspections

Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and

approvals with an independent testing laboratory or entity acceptable to the Manager, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals as a Cost of the Work. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that they may be present for such procedures. The Manager shall bear costs of any independent tests, and inspections conducted in the Manager's discretion. The Manager shall directly arrange and pay for any such tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 19.4 The Manager's representative:
(Name, address, email address and other information)

«Teri Orton, Chief Procurement Officer»
«LGM Management HCC, LLC»
«1801 Kalakaua Avenue»
«Honolulu, Hawaii 96815»
«Email: hccrfp@hccasm.com»

«With a copy to:
Project and Construction Manager for LGM / HCC (PM/CM) – Mr. Terence Young, Ms. Huiyi Chen, and
Ms. Katelyn McGovern
Rider Levett Bucknall
1001 Bishop Street, Suite 2690
Honolulu, Hawaii 96813
Email: terence.young@us.rlb.com; huiyi.chen@us.rlb.com; katelyn.mcgovern@us.rlb.com»

§ 19.5 The Contractor's representative:
(Name, address, email address and other information)

«TBD Name, TBD Title»
«TBD»
«TBD»
«TBD»
«Email: TBD»

§ 19.6 Neither the Manager's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 19.7 OTHER PROVISIONS

§ 19.7.1 The Manager shall have the right to approve any and all management and supervisory staff of the Contractor assigned to the Project, which approval shall not be unreasonably withheld. The Contractor shall not change its representatives without the Manager's prior written consent, unless such representative leaves the employment of the Contractor. In this event, the Contractor shall notify the Manager immediately, and submit replacement candidate resumes to the Manager for review. All management and supervisory staff replacements will require approval in writing by the Manager prior to replacement. Neither the Manager's nor the Contractor's representatives shall be changed without ten (10) days written notice to the other party. The Manager shall not compensate the Contractor for any added costs associated with the Contractor's replacement of staff.

§ 19.7.2 No publications or advertisements concerning the subject matter of the Contract or photographs of various portions of the Work shall at any time be made by or on behalf of the Contractor, its Subcontractors or suppliers, unless prior written authorization therefor is obtained from the Manager.

§ 19.7.3 Unless otherwise specifically provided herein, the Contractor shall communicate with the Manager through, and all submittals required hereunder shall be submitted to, the Manager's Representative, unless otherwise specifically requested or directed by the Manager in writing. Other communications protocols including, but not limited to additional recipients of the Contractor's submittals and reports and Project meeting attendance, will be as determined from time to time by the Contractor, the Architect, and the Manager's Representative.

ARTICLE 20 TERMINATION OF THE CONTRACT

§ 20.1 Termination by the Contractor

If the Architect fails to certify payment as provided in Section 15.4.1 for a period of thirty (30) days through no fault of the Contractor, or if the Manager fails to make payment as provided in Section 4.1.3 for a period of thirty (30) days, the Contractor may, upon twenty-one (21) additional days' notice to the Manager and the Architect, terminate the Contract and recover from the Manager payment for Work executed.

§ 20.2 Termination by the Manager for Cause

§ 20.2.1 The Manager may terminate the Contract if the Contractor

- .1 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 abandons the Work to be performed under the Contract;
- .5 assigns the Contract without the prior written consent of the Manager;
- .6 is adjudged bankrupt;
- .7 makes a general assignment of the Contractor's assets for the benefit of its creditors;
- .8 has a receiver appointed for it or any of its property;
- .9 fails to timely perform the services required;
- .10 fails to perform any other requirements of the Contract or upon determination of the Manager that the Contractor executed this Agreement in bad faith;
- .11 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 20.2.2 When any of the reasons described in Section 20.2.1 exists, the Manager, without prejudice to any other remedy the Manager may have and after giving the Contractor five (5) days' notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Manager may deem expedient. Upon request of the Contractor, the Manager shall furnish to the Contractor a detailed accounting of the costs incurred by the Manager in completing the Work.

§ 20.2.3 When the Manager terminates the Contract for one of the reasons stated in Section 20.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 20.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services, and any other excess costs and expenses made necessary thereby, and other damages incurred by the Manager and not expressly waived, such excess shall be paid to the Manager. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Manager. The amount to be paid to the Manager, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract. The Manager shall not be obligated to assume any contracts or other obligation of the Contractor pursuant to this provision.

§ 20.2.5 In the event of such termination, if a performance bond has been executed, the surety shall have the right to take over and complete the Work, provided that if the surety does not commence performance within thirty (30) calendar days, the Manager may take over the Work, as specified in the preceding paragraph, and the Contractor and the Contractor's surety shall be liable to the Manager for the excess costs sustained by the Manager.

§ 20.2.6 If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the Contractor had been terminated by the Manager for convenience in accordance with Section 20.3.

§ 20.3 Termination by the Manager for Convenience

The Manager may, at any time, terminate the Contract for the Manager's convenience and without cause. The Manager shall pay the Contractor for Work executed; and costs incurred by reason of such termination, including costs attributable to termination of Subcontracts. Costs incurred by reason of termination must be justified by documentation substantiating amounts expended. The Contractor shall not be entitled to loss of anticipated profit

under this provision. No other sums shall be paid by the Manager to the Contractor upon a termination for convenience.

(Insert the amount of or method for determining the fee payable to the Contractor by the Manager following a termination for the Manager's convenience, if any.)

«None»

ARTICLE 21 CLAIMS AND DISPUTES

§ 21.1 Claims, disputes, and other matters in question arising out of or relating to this Contract ("Claims"), including those alleging an error or omission by the Architect but excluding those arising under Section 16.2, shall be referred initially to the Manager for decision. Such matters, except those waived as provided for in Section 21.11 and Sections 15.7.3 and 15.7.4, shall, after initial decision by the Manager or thirty (30) days after submission of the matter to the Manager, if the parties mutually agree at the time any such Claim arises, be subject to mediation as a condition precedent to binding dispute resolution.

§ 21.2 Notice of Claims

§ 21.2.1 Claims by either the Manager or the Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the Manager within twenty-one (21) days after occurrence of the event giving rise to such Claim or within twenty-one (21) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 21.2.2 Claims by either the Manager or the Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the other party.

§ 21.3 Time Limits on Claims – Intentionally deleted.

§ 21.4 Intentionally deleted.

§ 21.5 Intentionally deleted.

§ 21.5.1 Intentionally deleted.

§ 21.5.2 Intentionally deleted.

§ 21.5.3 Intentionally deleted.

§ 21.6 Intentionally deleted.

§ 21.7 Intentionally deleted.

§ 21.8 Intentionally deleted.

§ 21.9 Intentionally deleted.

§ 21.10 Continuing Contract Performance

Pending final resolution of a Claim, except as otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Manager shall continue to make payments in accordance with the Contract Documents.

§ 21.11 Waiver of Claims for Consequential Damages

The Contractor and the Manager waive claims against each other for consequential damages arising out of or relating to this Contract, unless explicitly limited herein. This mutual waiver includes

- .1 damages incurred by the Manager for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 20. Nothing contained in this Section 21.11 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 21.12 Except as specifically provided in this contract, neither the inspection by the Manager nor any of its officials, employees, nor agents, nor any order by the Manager for payment of money, nor any payment for, nor acceptance of, the whole or any part of the Work by the Manager, nor any extension of time, nor any possession taken by the Manager, nor its employees, shall operate as a waiver of any provision of this Contract, nor any power herein reserved to the Manager, nor any right to damages herein provided, nor shall any waiver of any breach in this Contract be held to be a waiver of any other or subsequent breach.

§ 21.13 The Contract is a negotiated contract between parties represented by legal counsel and shall not be construed against either party as the drafter of the Contract.

§ 21.14 Each of the persons signing and executing this Agreement on behalf of each of the parties do hereby warrant and guarantee that the signatory has been fully authorized to execute this Agreement on behalf of such party and to validly and legally bind such party to the terms and conditions hereof.

§ 21.15 This Agreement may be executed in counterparts delivered in pdf form each of which shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

MANAGER *(Signature)*

«Teri Orton», «Chief Procurement Officer»

(Printed name and title)

CONTRACTOR *(Signature)*

«TBD», «TBD»

(Printed name and title)

APPENDIX B

AIA DOCUMENT A104 – 2017

EXHIBIT A: GENERAL CONDITIONS

EXHIBIT B: SPECIAL CONDITIONS

GENERAL CONDITIONS

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GENERAL CONDITIONS

1. Coordination of Services by the STATE. The head of the purchasing agency ("HOPA") (which term includes the designee of the HOPA) shall coordinate the services to be provided by the CONTRACTOR in order to complete the performance required in the Contract. The CONTRACTOR shall maintain communications with HOPA at all stages of the CONTRACTOR'S work, and submit to HOPA for resolution any questions which may arise as to the performance of this Contract. "Purchasing agency" as used in these General Conditions means and includes any governmental body which is authorized under chapter 103D, HRS, or its implementing rules and procedures, or by way of delegation, to enter into contracts for the procurement of goods or services or both.
2. Relationship of Parties: Independent Contractor Status and Responsibilities, Including Tax Responsibilities.
 - a. In the performance of services required under this Contract, the CONTRACTOR is an "independent contractor," with the authority and responsibility to control and direct the performance and details of the work and services required under this Contract; however, the STATE shall have a general right to inspect work in progress to determine whether, in the STATE'S opinion, the services are being performed by the CONTRACTOR in compliance with this Contract. Unless otherwise provided by special condition, it is understood that the STATE does not agree to use the CONTRACTOR exclusively, and that the CONTRACTOR is free to contract to provide services to other individuals or entities while under contract with the STATE.
 - b. The CONTRACTOR and the CONTRACTOR'S employees and agents are not by reason of this Contract, agents or employees of the State for any purpose, and the CONTRACTOR and the CONTRACTOR'S employees and agents shall not be entitled to claim or receive from the State any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to state employees.
 - c. The CONTRACTOR shall be responsible for the accuracy, completeness, and adequacy of the CONTRACTOR'S performance under this Contract. Furthermore, the CONTRACTOR intentionally, voluntarily, and knowingly assumes the sole and entire liability to the CONTRACTOR'S employees and agents, and to any individual not a party to this Contract, for all loss, damage, or injury caused by the CONTRACTOR, or the CONTRACTOR'S employees or agents in the course of their employment.
 - d. The CONTRACTOR shall be responsible for payment of all applicable federal, state, and county taxes and fees which may become due and owing by the CONTRACTOR by reason of this Contract, including but not limited to (i) income taxes, (ii) employment related fees, assessments, and taxes, and (iii) general excise taxes. The CONTRACTOR also is responsible for obtaining all licenses, permits, and certificates that may be required in order to perform this Contract.
 - e. The CONTRACTOR shall obtain a general excise tax license from the Department of Taxation, State of Hawaii, in accordance with section 237-9, HRS, and shall comply with all requirements thereof. The CONTRACTOR shall obtain a tax clearance certificate from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of the Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid and submit the same to the STATE prior to commencing any performance under this Contract. The CONTRACTOR shall also be solely responsible for meeting all requirements necessary to obtain the tax clearance certificate required for final payment under sections 103-53 and 103D-328, HRS, and paragraph 17 of these General Conditions.
 - f. The CONTRACTOR is responsible for securing all employee-related insurance coverage for the CONTRACTOR and the CONTRACTOR'S employees and agents that is or may be required by law, and for payment of all premiums, costs, and other liabilities associated with securing the insurance coverage.

- g. The CONTRACTOR shall obtain a certificate of compliance issued by the Department of Labor and Industrial Relations, State of Hawaii, in accordance with section 103D-310, HRS, and section 3-122-112, HAR, that is current within six months of the date of issuance.
- h. The CONTRACTOR shall obtain a certificate of good standing issued by the Department of Commerce and Consumer Affairs, State of Hawaii, in accordance with section 103D-310, HRS, and section 3-122-112, HAR, that is current within six months of the date of issuance.
- i. In lieu of the above certificates from the Department of Taxation, Labor and Industrial Relations, and Commerce and Consumer Affairs, the CONTRACTOR may submit proof of compliance through the State Procurement Office's designated certification process.

3. Personnel Requirements.

- a. The CONTRACTOR shall secure, at the CONTRACTOR'S own expense, all personnel required to perform this Contract.
- b. The CONTRACTOR shall ensure that the CONTRACTOR'S employees or agents are experienced and fully qualified to engage in the activities and perform the services required under this Contract, and that all applicable licensing and operating requirements imposed or required under federal, state, or county law, and all applicable accreditation and other standards of quality generally accepted in the field of the activities of such employees and agents are complied with and satisfied.

4. Nondiscrimination. No person performing work under this Contract, including any subcontractor, employee, or agent of the CONTRACTOR, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

5. Conflicts of Interest. The CONTRACTOR represents that neither the CONTRACTOR, nor any employee or agent of the CONTRACTOR, presently has any interest, and promises that no such interest, direct or indirect, shall be acquired, that would or might conflict in any manner or degree with the CONTRACTOR'S performance under this Contract.

6. Subcontracts and Assignments. The CONTRACTOR shall not assign or subcontract any of the CONTRACTOR'S duties, obligations, or interests under this Contract and no such assignment or subcontract shall be effective unless (i) the CONTRACTOR obtains the prior written consent of the STATE, and (ii) the CONTRACTOR'S assignee or subcontractor submits to the STATE a tax clearance certificate from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR'S assignee or subcontractor have been paid. Additionally, no assignment by the CONTRACTOR of the CONTRACTOR'S right to compensation under this Contract shall be effective unless and until the assignment is approved by the Comptroller of the State of Hawaii, as provided in section 40-58, HRS.

- a. Recognition of a successor in interest. When in the best interest of the State, a successor in interest may be recognized in an assignment contract in which the STATE, the CONTRACTOR and the assignee or transferee (hereinafter referred to as the "Assignee") agree that:
 - (1) The Assignee assumes all of the CONTRACTOR'S obligations;
 - (2) The CONTRACTOR remains liable for all obligations under this Contract but waives all rights under this Contract as against the STATE; and
 - (3) The CONTRACTOR shall continue to furnish, and the Assignee shall also furnish, all required bonds.
- b. Change of name. When the CONTRACTOR asks to change the name in which it holds this Contract with the STATE, the procurement officer of the purchasing agency (hereinafter referred to as the "Agency procurement officer") shall, upon receipt of a document acceptable or satisfactory to the

Agency procurement officer indicating such change of name (for example, an amendment to the CONTRACTOR'S articles of incorporation), enter into an amendment to this Contract with the CONTRACTOR to effect such a change of name. The amendment to this Contract changing the CONTRACTOR'S name shall specifically indicate that no other terms and conditions of this Contract are thereby changed.

- c. Reports. All assignment contracts and amendments to this Contract effecting changes of the CONTRACTOR'S name or novations hereunder shall be reported to the chief procurement officer (CPO) as defined in section 103D-203(a), HRS, within thirty days of the date that the assignment contract or amendment becomes effective.
 - d. Actions affecting more than one purchasing agency. Notwithstanding the provisions of subparagraphs 6a through 6c herein, when the CONTRACTOR holds contracts with more than one purchasing agency of the State, the assignment contracts and the novation and change of name amendments herein authorized shall be processed only through the CPO's office.
7. Indemnification and Defense. The CONTRACTOR shall defend, indemnify, and hold harmless the State of Hawaii, the contracting agency, and their officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys' fees, and all claims, suits, and demands therefore, arising out of or resulting from the acts or omissions of the CONTRACTOR or the CONTRACTOR'S employees, officers, agents, or subcontractors under this Contract. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Contract.
8. Cost of Litigation. In case the STATE shall, without any fault on its part, be made a party to any litigation commenced by or against the CONTRACTOR in connection with this Contract, the CONTRACTOR shall pay all costs and expenses incurred by or imposed on the STATE, including attorneys' fees.
9. Liquidated Damages. When the CONTRACTOR is given notice of delay or nonperformance as specified in paragraph 13 (Termination for Default) and fails to cure in the time specified, it is agreed the CONTRACTOR shall pay to the STATE the amount, if any, set forth in this Contract per calendar day from the date set for cure until either (i) the STATE reasonably obtains similar goods or services, or both, if the CONTRACTOR is terminated for default, or (ii) until the CONTRACTOR provides the goods or services, or both, if the CONTRACTOR is not terminated for default. To the extent that the CONTRACTOR'S delay or nonperformance is excused under paragraph 13d (Excuse for Nonperformance or Delay Performance), liquidated damages shall not be assessable against the CONTRACTOR. The CONTRACTOR remains liable for damages caused other than by delay.
10. STATE'S Right of Offset. The STATE may offset against any monies or other obligations the STATE owes to the CONTRACTOR under this Contract, any amounts owed to the State of Hawaii by the CONTRACTOR under this Contract or any other contracts, or pursuant to any law or other obligation owed to the State of Hawaii by the CONTRACTOR, including, without limitation, the payment of any taxes or levies of any kind or nature. The STATE will notify the CONTRACTOR in writing of any offset and the nature of such offset. For purposes of this paragraph, amounts owed to the State of Hawaii shall not include debts or obligations which have been liquidated, agreed to by the CONTRACTOR, and are covered by an installment payment or other settlement plan approved by the State of Hawaii, provided, however, that the CONTRACTOR shall be entitled to such exclusion only to the extent that the CONTRACTOR is current with, and not delinquent on, any payments or obligations owed to the State of Hawaii under such payment or other settlement plan.
11. Disputes. Disputes shall be resolved in accordance with section 103D-703, HRS, and chapter 3-126, Hawaii Administrative Rules ("HAR"), as the same may be amended from time to time.
12. Suspension of Contract. The STATE reserves the right at any time and for any reason to suspend this Contract for any reasonable period, upon written notice to the CONTRACTOR in accordance with the provisions herein.
- a. Order to stop performance. The Agency procurement officer may, by written order to the CONTRACTOR, at any time, and without notice to any surety, require the CONTRACTOR to stop all or any part of the performance called for by this Contract. This order shall be for a specified

period not exceeding sixty (60) days after the order is delivered to the CONTRACTOR, unless the parties agree to any further period. Any such order shall be identified specifically as a stop performance order issued pursuant to this section. Stop performance orders shall include, as appropriate: (1) A clear description of the work to be suspended; (2) Instructions as to the issuance of further orders by the CONTRACTOR for material or services; (3) Guidance as to action to be taken on subcontracts; and (4) Other instructions and suggestions to the CONTRACTOR for minimizing costs. Upon receipt of such an order, the CONTRACTOR shall forthwith comply with its terms and suspend all performance under this Contract at the time stated, provided, however, the CONTRACTOR shall take all reasonable steps to minimize the occurrence of costs allocable to the performance covered by the order during the period of performance stoppage. Before the stop performance order expires, or within any further period to which the parties shall have agreed, the Agency procurement officer shall either:

- (1) Cancel the stop performance order; or
 - (2) Terminate the performance covered by such order as provided in the termination for default provision or the termination for convenience provision of this Contract.
- b. Cancellation or expiration of the order. If a stop performance order issued under this section is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONTRACTOR shall have the right to resume performance. An appropriate adjustment shall be made in the delivery schedule or contract price, or both, and the Contract shall be modified in writing accordingly, if:
- (1) The stop performance order results in an increase in the time required for, or in the CONTRACTOR'S cost properly allocable to, the performance of any part of this Contract; and
 - (2) The CONTRACTOR asserts a claim for such an adjustment within thirty (30) days after the end of the period of performance stoppage; provided that, if the Agency procurement officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this Contract.
- c. Termination of stopped performance. If a stop performance order is not cancelled and the performance covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop performance order shall be allowable by adjustment or otherwise.
- d. Adjustment of price. Any adjustment in contract price made pursuant to this paragraph shall be determined in accordance with the price adjustment provision of this Contract.

13. Termination for Default.

- a. Default. If the CONTRACTOR refuses or fails to perform any of the provisions of this Contract with such diligence as will ensure its completion within the time specified in this Contract, or any extension thereof, otherwise fails to timely satisfy the Contract provisions, or commits any other substantial breach of this Contract, the Agency procurement officer may notify the CONTRACTOR in writing of the delay or non-performance and if not cured in ten (10) days or any longer time specified in writing by the Agency procurement officer, such officer may terminate the CONTRACTOR'S right to proceed with the Contract or such part of the Contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency procurement officer may procure similar goods or services in a manner and upon the terms deemed appropriate by the Agency procurement officer. The CONTRACTOR shall continue performance of the Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- b. CONTRACTOR'S duties. Notwithstanding termination of the Contract and subject to any directions from the Agency procurement officer, the CONTRACTOR shall take timely, reasonable, and

necessary action to protect and preserve property in the possession of the CONTRACTOR in which the STATE has an interest.

- c. Compensation. Payment for completed goods and services delivered and accepted by the STATE shall be at the price set forth in the Contract. Payment for the protection and preservation of property shall be in an amount agreed upon by the CONTRACTOR and the Agency procurement officer. If the parties fail to agree, the Agency procurement officer shall set an amount subject to the CONTRACTOR'S rights under chapter 3-126, HAR. The STATE may withhold from amounts due the CONTRACTOR such sums as the Agency procurement officer deems to be necessary to protect the STATE against loss because of outstanding liens or claims and to reimburse the STATE for the excess costs expected to be incurred by the STATE in procuring similar goods and services.
- d. Excuse for nonperformance or delayed performance. The CONTRACTOR shall not be in default by reason of any failure in performance of this Contract in accordance with its terms, including any failure by the CONTRACTOR to make progress in the prosecution of the performance hereunder which endangers such performance, if the CONTRACTOR has notified the Agency procurement officer within fifteen (15) days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of a public enemy; acts of the State and any other governmental body in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the CONTRACTOR shall not be deemed to be in default, unless the goods and services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the requirements of the Contract. Upon request of the CONTRACTOR, the Agency procurement officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the CONTRACTOR'S progress and performance would have met the terms of the Contract, the delivery schedule shall be revised accordingly, subject to the rights of the STATE under this Contract. As used in this paragraph, the term "subcontractor" means subcontractor at any tier.
- e. Erroneous termination for default. If, after notice of termination of the CONTRACTOR'S right to proceed under this paragraph, it is determined for any reason that the CONTRACTOR was not in default under this paragraph, or that the delay was excusable under the provisions of subparagraph 13d, "Excuse for nonperformance or delayed performance," the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to paragraph 14.
- f. Additional rights and remedies. The rights and remedies provided in this paragraph are in addition to any other rights and remedies provided by law or under this Contract.

14. Termination for Convenience.

- a. Termination. The Agency procurement officer may, when the interests of the STATE so require, terminate this Contract in whole or in part, for the convenience of the STATE. The Agency procurement officer shall give written notice of the termination to the CONTRACTOR specifying the part of the Contract terminated and when termination becomes effective.
- b. CONTRACTOR'S obligations. The CONTRACTOR shall incur no further obligations in connection with the terminated performance and on the date(s) set in the notice of termination the CONTRACTOR will stop performance to the extent specified. The CONTRACTOR shall also terminate outstanding orders and subcontracts as they relate to the terminated performance. The CONTRACTOR shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated performance subject to the STATE'S approval. The Agency procurement officer may direct the CONTRACTOR to assign the CONTRACTOR'S right, title, and interest under terminated orders or subcontracts to the STATE. The CONTRACTOR must still complete the performance not terminated by the notice of termination and may incur obligations as necessary to do so.

- c. Right to goods and work product. The Agency procurement officer may require the CONTRACTOR to transfer title and deliver to the STATE in the manner and to the extent directed by the Agency procurement officer:

- (1) Any completed goods or work product; and
- (2) The partially completed goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the CONTRACTOR has specifically produced or specially acquired for the performance of the terminated part of this Contract.

The CONTRACTOR shall, upon direction of the Agency procurement officer, protect and preserve property in the possession of the CONTRACTOR in which the STATE has an interest. If the Agency procurement officer does not exercise this right, the CONTRACTOR shall use best efforts to sell such goods and manufacturing materials. Use of this paragraph in no way implies that the STATE has breached the Contract by exercise of the termination for convenience provision.

- d. Compensation.

- (1) The CONTRACTOR shall submit a termination claim specifying the amounts due because of the termination for convenience together with the cost or pricing data, submitted to the extent required by chapter 3-122, HAR, bearing on such claim. If the CONTRACTOR fails to file a termination claim within one year from the effective date of termination, the Agency procurement officer may pay the CONTRACTOR, if at all, an amount set in accordance with subparagraph 14d(3) below.
- (2) The Agency procurement officer and the CONTRACTOR may agree to a settlement provided the CONTRACTOR has filed a termination claim supported by cost or pricing data submitted as required and that the settlement does not exceed the total Contract price plus settlement costs reduced by payments previously made by the STATE, the proceeds of any sales of goods and manufacturing materials under subparagraph 14c, and the Contract price of the performance not terminated.
- (3) Absent complete agreement under subparagraph 14d(2) the Agency procurement officer shall pay the CONTRACTOR the following amounts, provided payments agreed to under subparagraph 14d(2) shall not duplicate payments under this subparagraph for the following:
 - (A) Contract prices for goods or services accepted under the Contract;
 - (B) Costs incurred in preparing to perform and performing the terminated portion of the performance plus a fair and reasonable profit on such portion of the performance, such profit shall not include anticipatory profit or consequential damages, less amounts paid or to be paid for accepted goods or services; provided, however, that if it appears that the CONTRACTOR would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;
 - (C) Costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to subparagraph 14b. These costs must not include costs paid in accordance with subparagraph 14d(3)(B);
 - (D) The reasonable settlement costs of the CONTRACTOR, including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Contract and for the termination of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this Contract. The total sum to be paid the CONTRACTOR under this subparagraph shall not exceed the

total Contract price plus the reasonable settlement costs of the CONTRACTOR reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under subparagraph 14d(2), and the contract price of performance not terminated.

- (4) Costs claimed, agreed to, or established under subparagraphs 14d(2) and 14d(3) shall be in accordance with Chapter 3-123 (Cost Principles) of the Procurement Rules.

15. Claims Based on the Agency Procurement Officer's Actions or Omissions.

- a. Changes in scope. If any action or omission on the part of the Agency procurement officer (which term includes the designee of such officer for purposes of this paragraph 15) requiring performance changes within the scope of the Contract constitutes the basis for a claim by the CONTRACTOR for additional compensation, damages, or an extension of time for completion, the CONTRACTOR shall continue with performance of the Contract in compliance with the directions or orders of such officials, but by so doing, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:

- (1) Written notice required. The CONTRACTOR shall give written notice to the Agency procurement officer:

- (A) Prior to the commencement of the performance involved, if at that time the CONTRACTOR knows of the occurrence of such action or omission;
- (B) Within thirty (30) days after the CONTRACTOR knows of the occurrence of such action or omission, if the CONTRACTOR did not have such knowledge prior to the commencement of the performance; or
- (C) Within such further time as may be allowed by the Agency procurement officer in writing.

- (2) Notice content. This notice shall state that the CONTRACTOR regards the act or omission as a reason which may entitle the CONTRACTOR to additional compensation, damages, or an extension of time. The Agency procurement officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Agency procurement officer;

- (3) Basis must be explained. The notice required by subparagraph 15a(1) describes as clearly as practicable at the time the reasons why the CONTRACTOR believes that additional compensation, damages, or an extension of time may be remedies to which the CONTRACTOR is entitled; and

- (4) Claim must be justified. The CONTRACTOR must maintain and, upon request, make available to the Agency procurement officer within a reasonable time, detailed records to the extent practicable, and other documentation and evidence satisfactory to the STATE, justifying the claimed additional costs or an extension of time in connection with such changes.

- b. CONTRACTOR not excused. Nothing herein contained, however, shall excuse the CONTRACTOR from compliance with any rules or laws precluding any state officers and CONTRACTOR from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the Contract.

- c. Price adjustment. Any adjustment in the price made pursuant to this paragraph shall be determined in accordance with the price adjustment provision of this Contract.

16. Costs and Expenses. Any reimbursement due the CONTRACTOR for per diem and transportation expenses under this Contract shall be subject to chapter 3-123 (Cost Principles), HAR, and the following guidelines:

- a. Reimbursement for air transportation shall be for actual cost or coach class air fare, whichever is less.
- b. Reimbursement for ground transportation costs shall not exceed the actual cost of renting an intermediate-sized vehicle.
- c. Unless prior written approval of the HOPA is obtained, reimbursement for subsistence allowance (i.e., hotel and meals, etc.) shall not exceed the applicable daily authorized rates for inter-island or out-of-state travel that are set forth in the current Governor's Executive Order authorizing adjustments in salaries and benefits for state officers and employees in the executive branch who are excluded from collective bargaining coverage.

17. Payment Procedures; Final Payment; Tax Clearance.

- a. Original invoices required. All payments under this Contract shall be made only upon submission by the CONTRACTOR of original invoices specifying the amount due and certifying that services requested under the Contract have been performed by the CONTRACTOR according to the Contract.
- b. Subject to available funds. Such payments are subject to availability of funds and allotment by the Director of Finance in accordance with chapter 37, HRS. Further, all payments shall be made in accordance with and subject to chapter 40, HRS.
- c. Prompt payment.
 - (1) Any money, other than retainage, paid to the CONTRACTOR shall be disbursed to subcontractors within ten (10) days after receipt of the money in accordance with the terms of the subcontract; provided that the subcontractor has met all the terms and conditions of the subcontract and there are no bona fide disputes; and
 - (2) Upon final payment to the CONTRACTOR, full payment to the subcontractor, including retainage, shall be made within ten (10) days after receipt of the money; provided that there are no bona fide disputes over the subcontractor's performance under the subcontract.
- d. Final payment. Final payment under this Contract shall be subject to sections 103-53 and 103D-328, HRS, which require a tax clearance from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid. Further, in accordance with section 3-122-112, HAR, CONTRACTOR shall provide a certificate affirming that the CONTRACTOR has remained in compliance with all applicable laws as required by this section.

18. Federal Funds. If this Contract is payable in whole or in part from federal funds, CONTRACTOR agrees that, as to the portion of the compensation under this Contract to be payable from federal funds, the CONTRACTOR shall be paid only from such funds received from the federal government, and shall not be paid from any other funds. Failure of the STATE to receive anticipated federal funds shall not be considered a breach by the STATE or an excuse for nonperformance by the CONTRACTOR.

19. Modifications of Contract.

- a. In writing. Any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract permitted by this Contract shall be made by written amendment to this Contract, signed by the CONTRACTOR and the STATE, provided that change orders shall be made in accordance with paragraph 20 herein.
- b. No oral modification. No oral modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract shall be permitted.

- c. Agency procurement officer. By written order, at any time, and without notice to any surety, the Agency procurement officer may unilaterally order of the CONTRACTOR:
 - (A) Changes in the work within the scope of the Contract; and
 - (B) Changes in the time of performance of the Contract that do not alter the scope of the Contract work.
 - d. Adjustments of price or time for performance. If any modification increases or decreases the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Contract, an adjustment shall be made and this Contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined, where applicable, in accordance with the price adjustment clause of this Contract or as negotiated.
 - e. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if written modification of the Contract is not made prior to final payment under this Contract.
 - f. Claims not barred. In the absence of a written contract modification, nothing in this clause shall be deemed to restrict the CONTRACTOR'S right to pursue a claim under this Contract or for a breach of contract.
 - g. Head of the purchasing agency approval. If this is a professional services contract awarded pursuant to section 103D-303 or 103D-304, HRS, any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract which increases the amount payable to the CONTRACTOR by at least \$25,000.00 and ten per cent (10%) or more of the initial contract price, must receive the prior approval of the head of the purchasing agency.
 - h. Tax clearance. The STATE may, at its discretion, require the CONTRACTOR to submit to the STATE, prior to the STATE'S approval of any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract, a tax clearance from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid.
 - i. Sole source contracts. Amendments to sole source contracts that would change the original scope of the Contract may only be made with the approval of the CPO. Annual renewal of a sole source contract for services should not be submitted as an amendment.
20. Change Order. The Agency procurement officer may, by a written order signed only by the STATE, at any time, and without notice to any surety, and subject to all appropriate adjustments, make changes within the general scope of this Contract in any one or more of the following:
- (1) Drawings, designs, or specifications, if the goods or services to be furnished are to be specially provided to the STATE in accordance therewith;
 - (2) Method of delivery; or
 - (3) Place of delivery.
- a. Adjustments of price or time for performance. If any change order increases or decreases the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, an adjustment shall be made and the Contract modified in writing accordingly. Any adjustment in the Contract price made pursuant to this provision shall be determined in accordance with the price adjustment provision of this Contract. Failure of the parties to agree to an adjustment shall not excuse the CONTRACTOR from proceeding with the Contract as changed, provided that the Agency procurement officer promptly and duly makes the provisional adjustments in payment or time for performance as may be reasonable. By

proceeding with the work, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, or any extension of time for completion.

- b. Time period for claim. Within ten (10) days after receipt of a written change order under subparagraph 20a, unless the period is extended by the Agency procurement officer in writing, the CONTRACTOR shall respond with a claim for an adjustment. The requirement for a timely written response by CONTRACTOR cannot be waived and shall be a condition precedent to the assertion of a claim.
- c. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if a written response is not given prior to final payment under this Contract.
- d. Other claims not barred. In the absence of a change order, nothing in this paragraph 20 shall be deemed to restrict the CONTRACTOR'S right to pursue a claim under the Contract or for breach of contract.

21. Price Adjustment.

- a. Price adjustment. Any adjustment in the contract price pursuant to a provision in this Contract shall be made in one or more of the following ways:
 - (1) By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
 - (2) By unit prices specified in the Contract or subsequently agreed upon;
 - (3) By the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as specified in the Contract or subsequently agreed upon;
 - (4) In such other manner as the parties may mutually agree; or
 - (5) In the absence of agreement between the parties, by a unilateral determination by the Agency procurement officer of the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as computed by the Agency procurement officer in accordance with generally accepted accounting principles and applicable sections of chapters 3-123 and 3-126, HAR.
- b. Submission of cost or pricing data. The CONTRACTOR shall provide cost or pricing data for any price adjustments subject to the provisions of chapter 3-122, HAR.

22. Variation in Quantity for Definite Quantity Contracts. Upon the agreement of the STATE and the CONTRACTOR, the quantity of goods or services, or both, if a definite quantity is specified in this Contract, may be increased by a maximum of ten per cent (10%); provided the unit prices will remain the same except for any price adjustments otherwise applicable; and the Agency procurement officer makes a written determination that such an increase will either be more economical than awarding another contract or that it would not be practical to award another contract.

23. Changes in Cost-Reimbursement Contract. If this Contract is a cost-reimbursement contract, the following provisions shall apply:

- a. The Agency procurement officer may at any time by written order, and without notice to the sureties, if any, make changes within the general scope of the Contract in any one or more of the following:
 - (1) Description of performance (Attachment 1);
 - (2) Time of performance (i.e., hours of the day, days of the week, etc.);
 - (3) Place of performance of services;

- (4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the STATE in accordance with the drawings, designs, or specifications;
 - (5) Method of shipment or packing of supplies; or
 - (6) Place of delivery.
 - b. If any change causes an increase or decrease in the estimated cost of, or the time required for performance of, any part of the performance under this Contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this Contract, the Agency procurement officer shall make an equitable adjustment in the (1) estimated cost, delivery or completion schedule, or both; (2) amount of any fixed fee; and (3) other affected terms and shall modify the Contract accordingly.
 - c. The CONTRACTOR must assert the CONTRACTOR'S rights to an adjustment under this provision within thirty (30) days from the day of receipt of the written order. However, if the Agency procurement officer decides that the facts justify it, the Agency procurement officer may receive and act upon a proposal submitted before final payment under the Contract.
 - d. Failure to agree to any adjustment shall be a dispute under paragraph 11 of this Contract. However, nothing in this provision shall excuse the CONTRACTOR from proceeding with the Contract as changed.
 - e. Notwithstanding the terms and conditions of subparagraphs 23a and 23b, the estimated cost of this Contract and, if this Contract is incrementally funded, the funds allotted for the performance of this Contract, shall not be increased or considered to be increased except by specific written modification of the Contract indicating the new contract estimated cost and, if this contract is incrementally funded, the new amount allotted to the contract.
24. Confidentiality of Material.
- a. All material given to or made available to the CONTRACTOR by virtue of this Contract, which is identified as proprietary or confidential information, will be safeguarded by the CONTRACTOR and shall not be disclosed to any individual or organization without the prior written approval of the STATE.
 - b. All information, data, or other material provided by the CONTRACTOR to the STATE shall be subject to the Uniform Information Practices Act, chapter 92F, HRS.
25. Publicity. The CONTRACTOR shall not refer to the STATE, or any office, agency, or officer thereof, or any state employee, including the HOPA, the CPO, the Agency procurement officer, or to the services or goods, or both, provided under this Contract, in any of the CONTRACTOR'S brochures, advertisements, or other publicity of the CONTRACTOR. All media contacts with the CONTRACTOR about the subject matter of this Contract shall be referred to the Agency procurement officer.
26. Ownership Rights and Copyright. The STATE shall have complete ownership of all material, both finished and unfinished, which is developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Contract, and all such material shall be considered "works made for hire." All such material shall be delivered to the STATE upon expiration or termination of this Contract. The STATE, in its sole discretion, shall have the exclusive right to copyright any product, concept, or material developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Contract.
27. Liens and Warranties. Goods provided under this Contract shall be provided free of all liens and provided together with all applicable warranties, or with the warranties described in the Contract documents, whichever are greater.

28. Audit of Books and Records of the CONTRACTOR. The STATE may, at reasonable times and places, audit the books and records of the CONTRACTOR, prospective contractor, subcontractor, or prospective subcontractor which are related to:

- a. The cost or pricing data, and
- b. A state contract, including subcontracts, other than a firm fixed-price contract.

29. Cost or Pricing Data. Cost or pricing data must be submitted to the Agency procurement officer and timely certified as accurate for contracts over \$100,000 unless the contract is for a multiple-term or as otherwise specified by the Agency procurement officer. Unless otherwise required by the Agency procurement officer, cost or pricing data submission is not required for contracts awarded pursuant to competitive sealed bid procedures.

If certified cost or pricing data are subsequently found to have been inaccurate, incomplete, or noncurrent as of the date stated in the certificate, the STATE is entitled to an adjustment of the contract price, including profit or fee, to exclude any significant sum by which the price, including profit or fee, was increased because of the defective data. It is presumed that overstated cost or pricing data increased the contract price in the amount of the defect plus related overhead and profit or fee. Therefore, unless there is a clear indication that the defective data was not used or relied upon, the price will be reduced in such amount.

30. Audit of Cost or Pricing Data. When cost or pricing principles are applicable, the STATE may require an audit of cost or pricing data.

31. Records Retention.

- (1) Upon any termination of this Contract or as otherwise required by applicable law, CONTRACTOR shall, pursuant to chapter 487R, HRS, destroy all copies (paper or electronic form) of personal information received from the STATE.
- (2) The CONTRACTOR and any subcontractors shall maintain the files, books, and records that relate to the Contract, including any personal information created or received by the CONTRACTOR on behalf of the STATE, and any cost or pricing data, for at least three (3) years after the date of final payment under the Contract. The personal information shall continue to be confidential and shall only be disclosed as permitted or required by law. After the three (3) year, or longer retention period as required by law has ended, the files, books, and records that contain personal information shall be destroyed pursuant to chapter 487R, HRS or returned to the STATE at the request of the STATE.

32. Antitrust Claims. The STATE and the CONTRACTOR recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, the CONTRACTOR hereby assigns to STATE any and all claims for overcharges as to goods and materials purchased in connection with this Contract, except as to overcharges which result from violations commencing after the price is established under this Contract and which are not passed on to the STATE under an escalation clause.

33. Patented Articles. The CONTRACTOR shall defend, indemnify, and hold harmless the STATE, and its officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys fees, and all claims, suits, and demands arising out of or resulting from any claims, demands, or actions by the patent holder for infringement or other improper or unauthorized use of any patented article, patented process, or patented appliance in connection with this Contract. The CONTRACTOR shall be solely responsible for correcting or curing to the satisfaction of the STATE any such infringement or improper or unauthorized use, including, without limitation: (a) furnishing at no cost to the STATE a substitute article, process, or appliance acceptable to the STATE, (b) paying royalties or other required payments to the patent holder, (c) obtaining proper authorizations or releases from the patent holder, and (d) furnishing such security to or making such arrangements with the patent holder as may be necessary to correct or cure any such infringement or improper or unauthorized use.

34. Governing Law. The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, shall be governed by the laws of the State of Hawaii. Any action at law or in equity to enforce or interpret the provisions of this Contract shall be brought in a state court of competent jurisdiction in Honolulu, Hawaii.
35. Compliance with Laws. The CONTRACTOR shall comply with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect the CONTRACTOR'S performance of this Contract.
36. Conflict Between General Conditions and Procurement Rules. In the event of a conflict between the General Conditions and the procurement rules, the procurement rules in effect on the date this Contract became effective shall control and are hereby incorporated by reference.
37. Entire Contract. This Contract sets forth all of the agreements, conditions, understandings, promises, warranties, and representations between the STATE and the CONTRACTOR relative to this Contract. This Contract supersedes all prior agreements, conditions, understandings, promises, warranties, and representations, which shall have no further force or effect. There are no agreements, conditions, understandings, promises, warranties, or representations, oral or written, express or implied, between the STATE and the CONTRACTOR other than as set forth or as referred to herein.
38. Severability. In the event that any provision of this Contract is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this Contract.
39. Waiver. The failure of the STATE to insist upon the strict compliance with any term, provision, or condition of this Contract shall not constitute or be deemed to constitute a waiver or relinquishment of the STATE'S right to enforce the same in accordance with this Contract. The fact that the STATE specifically refers to one provision of the procurement rules or one section of the Hawaii Revised Statutes, and does not include other provisions or statutory sections in this Contract shall not constitute a waiver or relinquishment of the STATE'S rights or the CONTRACTOR'S obligations under the procurement rules or statutes.
40. Pollution Control. If during the performance of this Contract, the CONTRACTOR encounters a "release" or a "threatened release" of a reportable quantity of a "hazardous substance," "pollutant," or "contaminant" as those terms are defined in section 128D-1, HRS, the CONTRACTOR shall immediately notify the STATE and all other appropriate state, county, or federal agencies as required by law. The Contractor shall take all necessary actions, including stopping work, to avoid causing, contributing to, or making worse a release of a hazardous substance, pollutant, or contaminant, and shall promptly obey any orders the Environmental Protection Agency or the state Department of Health issues in response to the release. In the event there is an ensuing cease-work period, and the STATE determines that this Contract requires an adjustment of the time for performance, the Contract shall be modified in writing accordingly.
41. Campaign Contributions. The CONTRACTOR is hereby notified of the applicability of 11-355, HRS, which states that campaign contributions are prohibited from specified state or county government contractors during the terms of their contracts if the contractors are paid with funds appropriated by a legislative body.
42. Confidentiality of Personal Information.
- a. Definitions.
- "Personal information" means an individual's first name or first initial and last name in combination with any one or more of the following data elements, when either name or data elements are not encrypted:
- (1) Social security number;
 - (2) Driver's license number or Hawaii identification card number; or

- (3) Account number, credit or debit card number, access code, or password that would permit access to an individual's financial information.

Personal information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

"Technological safeguards" means the technology and the policy and procedures for use of the technology to protect and control access to personal information.

b. Confidentiality of Material.

- (1) All material given to or made available to the CONTRACTOR by the STATE by virtue of this Contract which is identified as personal information, shall be safeguarded by the CONTRACTOR and shall not be disclosed without the prior written approval of the STATE.
- (2) CONTRACTOR agrees not to retain, use, or disclose personal information for any purpose other than as permitted or required by this Contract.
- (3) CONTRACTOR agrees to implement appropriate "technological safeguards" that are acceptable to the STATE to reduce the risk of unauthorized access to personal information.
- (4) CONTRACTOR shall report to the STATE in a prompt and complete manner any security breaches involving personal information.
- (5) CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR because of a use or disclosure of personal information by CONTRACTOR in violation of the requirements of this paragraph.
- (6) CONTRACTOR shall complete and retain a log of all disclosures made of personal information received from the STATE, or personal information created or received by CONTRACTOR on behalf of the STATE.

c. Security Awareness Training and Confidentiality Agreements.

- (1) CONTRACTOR certifies that all of its employees who will have access to the personal information have completed training on security awareness topics relating to protecting personal information.
- (2) CONTRACTOR certifies that confidentiality agreements have been signed by all of its employees who will have access to the personal information acknowledging that:
 - (A) The personal information collected, used, or maintained by the CONTRACTOR will be treated as confidential;
 - (B) Access to the personal information will be allowed only as necessary to perform the Contract; and
 - (C) Use of the personal information will be restricted to uses consistent with the services subject to this Contract.

d. Termination for Cause. In addition to any other remedies provided for by this Contract, if the STATE learns of a material breach by CONTRACTOR of this paragraph by CONTRACTOR, the STATE may at its sole discretion:

- (1) Provide an opportunity for the CONTRACTOR to cure the breach or end the violation; or
- (2) Immediately terminate this Contract.

In either instance, the CONTRACTOR and the STATE shall follow chapter 487N, HRS, with respect to notification of a security breach of personal information.

c. Records Retention.

- (1) Upon any termination of this Contract or as otherwise required by applicable law, CONTRACTOR shall, pursuant to chapter 487R, HRS, destroy all copies (paper or electronic form) of personal information received from the STATE.
- (2) The CONTRACTOR and any subcontractors shall maintain the files, books, and records that relate to the Contract, including any personal information created or received by the CONTRACTOR on behalf of the STATE, and any cost or pricing data, for at least three (3) years after the date of final payment under the Contract. The personal information shall continue to be confidential and shall only be disclosed as permitted or required by law. After the three (3) year, or longer retention period as required by law has ended, the files, books, and records that contain personal information shall be destroyed pursuant to chapter 487R, HRS or returned to the STATE at the request of the STATE.

SPECIAL CONDITIONS

The following Special Conditions modify, change, delete from, and add to, the State of Hawaii's General Conditions which are included as part of the Contract Documents as Appendix E.

1. Changes to Terminology: Except as provided herein, the Terms throughout the entire document shall be changed and interpreted as follows:

“STATE” shall mean either the State of Hawaii or AEG Management HCC, LLC (“AEG”) as a contractor for the state.

“HOPA” shall mean the “Contracting Officer” as defined in the Request for Proposals (“RFP”).

“CPO” shall mean the “Contracting Officer” as defined in the RFP.

“Agency procurement officer” shall mean the “Contracting Officer” as defined in the RFP.

2. Delete Paragraph 6.d. in its entirety.
3. The first sentence of Paragraph 7 shall be changed to read: “The CONTRACTOR shall defend, indemnify, and hold harmless AEG Management Hawaii HCC, LLC, the Hawaii Tourism Authority (“HTA”), the State of Hawaii, and their respective officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including attorneys’ fees, and all claims, suits, and demands therefore, arising out of or resulting from the acts or omissions of the CONTRACTOR or the CONTRACTOR’s employees, officers, agents, suppliers, or subcontractors under this Contract.”
4. Delete Paragraph 10 in its entirety.
5. Delete Paragraph 11 in its entirety.
6. The second sentence of Paragraph 13.c. shall be changed to read as follows: “If the parties fail to agree, the Contracting Officer shall set an amount subject to the CONTRACTOR’s legal rights.”
7. The first sentence of Paragraph 14.a. shall be changed to read as follows: “The Contracting Officer may, when the interests of AEG, HTA, and/or the State of Hawaii so require, terminate this Contract in whole or in part, for the convenience of the STATE.”
8. Delete Paragraph 17.b. in its entirety.
9. Add the following language to the beginning of Paragraph 17.d.: “Notwithstanding final payment requirements set forth elsewhere in the Contract, final payment under this contract . . . “
10. Delete Paragraph 18 in its entirety.
11. Delete Paragraphs 19.g., 19.h., and 19.i. in their entirety.
12. Delete the phrase “and applicable sections of chapters 3-123 and 3-126, HAR.” at the end of Paragraph 21.a.(5).
13. Delete Paragraph 23 in its entirety.

14. The first sentence of Paragraph 25 shall be changed to read as follows: “The CONTRACTOR shall not refer to AEG, HTA, the State of Hawaii, or the Hawaii Convention Center, or any officer thereof, or any employees of the foregoing, or to the services or goods, or both, provided under this Contract, in any of the CONTRACTOR’s brochures, advertisements, or other publicity of the CONTRACTOR.
15. The term “STATE” in Paragraph 33 shall mean “AEG, HTA, and the State of Hawaii” as those terms are defined herein.
16. The body of Paragraph 36, which is entitled “Conflict Between General Conditions and Procurement Rules” shall be changed to read as follows: “In the event of a conflict between the General Conditions and the STATE procurement rules (as set forth in Part III of chapter 103D, including the Hawaii Administrative Rules relating thereto), the procurement rules in effect on the date this Contract became effective shall control and are hereby incorporated by reference.”
17. The first sentence of Paragraph 37 shall be changed to read as follows: “The Contract documents identified and set forth in the Contract itself comprise all of the agreements, conditions, understandings, promises, warranties, and representations between AEG, HTA, the State of Hawaii and the CONTRACTOR relative to this Contract.

APPENDIX C

RATE CARD / PROPOSAL FORM

DUE WITH PROPOSAL SUBMISSION

ATTACHMENT A1
Hawaii Convention Center ("HCC")
BALLROOM ROOF REPAIR

CONSTRUCTION PHASE - COST SUMMARY

FIRM NAME:

CSI CODE	DESCRIPTION	
	DIRECT COST TOTAL	
01 00 00	General Requirements	
02 00 00	Existing Conditions	
02 41 00	Demolition	
05 00 00	Metals	
05 51 33	Metal Ladders	
06 00 00	Wood Plastics, and Composites	
06 10 00	Rough Carpentry	
	IF APPLICABLE - REVISE THIS SECTION	
07 00 00	Thermal and Moisture Protection	
07 21 00	Thermal Insulation	
07 56 00	Fluid Applied Roofing	
07 62 00	Sheet Metal Flashing and Trim	
	IF APPLICABLE - REVISE THIS SECTION	
09 00 00	Finishes	
	IF APPLICABLE - REVISE THIS SECTION	
11 00 00	Equipment	
11 81 00	Fall Protection - Roofing Anchors	
22 00 00	Plumbing	
22 05 29	Hangers and Supports for Plumbing Piping	
22 05 53	Identification for Plumbing Piping and Equipment	
22 14 13	Facility Storm Drainage Piping	
22 14 23	Storm Drainage Piping Specialties	
	IF APPLICABLE - REVISE THIS SECTION	
Allowance	Off-Site Storage	
Allowance	Abatement	
Allowance	Premium Time	
	GENERAL CONDITIONS TOTAL	
	General Conditions	
	FEE TOTAL (Based on Construction Cost including General Conditions)	
	Design/Builder's Fee (Overhead & Profit)	0.00%
	SUBTOTAL CONSTRUCTION COSTS	
	OTHER INDIRECTS TOTAL (No fees on these costs)	
	Construction Contingency on Construction Cost of the Work	0.00%
	Commercial General Liability Insurance	0.00%
	Other Insurances if applicable (pollution liability, etc.) IDENTIFY WHAT INSURANCE IS INCLUDED	0.00%
	Contractor Payment & Performance Bond(s)	0.00%
	Design-Builder's Fee on Self Perform Work out of Competition, IF APPLICABLE	0.00%
	ALL Permits/Plan Review Fee/Use Tax - (ALLOWANCE)	
	TOTAL CONSTRUCTION COSTS	
	ALTERNATES (NOT INCLUDED IN DIRECT WORK OR PRICING ABOVE)	
1		
2		
3		
4		
5		

TOTAL		TOTAL PROJECT COST
\$	-	\$ -
\$	-	0%
\$	-	0%
\$	-	0%
\$	-	0%
\$	-	0%
\$	-	0%
		0%
		0%
		0%
\$	-	0%
\$	-	0%
		0%
		0%
		0%
		0%
		0%
\$	-	0%

ATTACHMENT A1
Hawaii Convention Center ("HCC")
BALLROOM ROOF REPAIR

CONSTRUCTION PHASE - COST SUMMARY

FIRM NAME:

CSI CODE			DESCRIPTION		
6					
NOTES:					
1			Provide the actual % Rate for Insurance/Bond/Fee above directly in the description.		
2			Performance and Payment Bonds are required by Design/Builder.		
3			Return Attachment A1 in electronic format. Do not convert to PDF.		
4			Alternates must include Rough Order of Magnitude Pricing inclusive of all costs including Direct, General Conditions, Fee, and Indirect Costs.		

TOTAL	
TOTAL PROJECT COST	

ATTACHMENT C1 - CONSTRUCTION RATES
Hawaii Convention Center ("HCC")
BALLROOM ROOF REPAIR

FIRM NAME:				2025 (Actual)			2024 Rates		
ITEM NO.	SALARIED STAFF POSITION (PRECON)	BASE HOURLY LABOR RATE	BURDEN RATE %	BILLABLE HOURLY RATE	TIME AND HALF HOURLY RATE	DOUBLE TIME HOURLY RATE	BILLABLE HOURLY RATE	TIME AND HALF HOURLY RATE	DOUBLE TIME HOURLY RATE
1	Officers of the Company (included in fee)	---	---	---	---	---	---	---	---
2	Project Executive (included in fee)	---	---	---	---	---	---	---	---
3	Sr. Preconstruction Manager				---	---		---	---
4	Preconstruction Manager				---	---		---	---
5	Sr. Estimator				---	---		---	---
6	Estimator				---	---		---	---
7	Sr. Project Manager				---	---		---	---
8	Project Manager				---	---		---	---
9	Sr. Project Engineer				---	---		---	---
10	Project Engineer				---	---		---	---
11	Assistant Engineer				---	---		---	---
12	Senior Project Superintendent				---	---		---	---
13	Project Superintendent				---	---		---	---
14	Assistant Superintendent				---	---		---	---
15	Field Engineer				---	---		---	---
16	MEP Coordinator				---	---		---	---
17	Administrative Support				---	---		---	---
18	Project Specific Accounting				---	---		---	---
19	Scheduling				---	---		---	---
20	3D Modeling/BIM				---	---		---	---
21	[enter other staff positions]				---	---		---	---
22	[enter other staff positions]				---	---		---	---
	SALARIED STAFF POSITION (ON-SITE)	BASE HOURLY LABOR RATE	BURDEN RATE %	BILLABLE HOURLY RATE	TIME AND HALF HOURLY RATE	DOUBLE TIME HOURLY RATE	BILLABLE HOURLY RATE	TIME AND HALF HOURLY RATE	DOUBLE TIME HOURLY RATE
23	Officers of the Company (included in fee)	---	---	---	---	---	---	---	---
24	Project Executive (included in fee)	---	---	---	---	---	---	---	---
25	Sr. Project Manager				---	---		---	---
26	Project Manager				---	---		---	---
27	Assistant Project Manager				---	---		---	---
28	Sr. Project Engineer				---	---		---	---
29	Project Engineer				---	---		---	---
30	Assistant Engineer				---	---		---	---
31	Senior/General Superintendent				---	---		---	---
32	Project Superintendent				---	---		---	---
33	Assistant Superintendent				---	---		---	---
34	Field Engineer				---	---		---	---
35	MEP Coordinator				---	---		---	---
36	Administrative Support				---	---		---	---
37	Project Specific Accounting				---	---		---	---
38	Scheduling				---	---		---	---
39	Safety Director				---	---		---	---
40	Safety Personnel				---	---		---	---
41	Quality Control Personnel				---	---		---	---
42	Project Estimator (on site)				---	---		---	---
43	3D Modeling/BIM				---	---		---	---
44	[enter other staff positions]				---	---		---	---
45	[enter other staff positions]				---	---		---	---
	CRAFT PERSONNEL POSITION	HOURLY LABOR RATE	BURDEN RATE %	TOTAL HOURLY RATE W/BURDEN	TIME AND HALF HOURLY RATE	DOUBLE TIME HOURLY RATE	TOTAL HOURLY RATE W/BURDEN	TIME AND HALF HOURLY RATE	DOUBLE TIME HOURLY RATE
46	Carpenter Foreman								
47	Carpenter								
48	Labor Foreman								
49	Laborer								
50	Hoist / Elevator Operator								
51	Crane Operator								
52	[enter other positions]								
53	[enter other positions]								

NOTES:

1

Provide the applicable rates and labor burden as a percentage for the staff positions listed above. Do not use a blended rate, use actual burden rates per title.

2

The General Conditions estimate for Staff should take into consideration the duration of the Project. Therefore, the staff costs carried forward in Attachment B should represent a blended rate for the duration of the Project.

ATTACHMENT C1 - CONSTRUCTION RATES
Hawaii Convention Center ("HCC")
BALLROOM ROOF REPAIR

FIRM NAME:		2025 (Actual)	2024 Rates
3	Add any staff positions and applicable rates for individuals not included here that are proposed on the project.		
4	No fee markups (overhead or profit, bonuses, phones, computers or vehicle allowances, etc.) are allowed within these rates.		
5	Rates above are subject to pre-audit.		
6	For Salaried Individuals, Premium Time is not allowed.		
7	Return Attachment C in electronic format. Do not convert to PDF.		

Please treat this proprietary information as confidential and privileged material which is intended for the sole viewing of the recipient. Any other distribution is strictly prohibited.

APPENDIX D

HAWAII CONVENTION CENTER – HEALTH & 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 policies 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/Waikīkī 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 E

AGREEMENT FOR RENTAL OF EQUIPMENT (WITHOUT OPERATOR)

Exhibit C

**AGREEMENT FOR RENTAL OF EQUIPMENT
(Without Operator)**

This Agreement is entered into effective _____ between the Hawaii'i Convention Center ("HCC"), State of Hawaii'i, through AEG Management HCC, LLC. and its General Manager, and _____ ("Renter"), whose business address, phone, fax and email are as follows:

1. AEG Management HCC, LLC. manages the Hawaii'i Convention Center ("the HCC") under a management contract with the State of Hawaii ("State"). The State has purchased certain equipment for use by AEG Management HCC, LLC. in performance of its contract. The equipment rented hereunder is State property, being rented by AEG Management HCC, LLC. on behalf of the State and for the convenience and use of the Renter.
2. The Renter is a licensee or a sub-contractor of a licensee that has been granted a license to conduct an event or vendor performing procured services at the Hawaii'i Convention Center.

3. Equipment Rented.

HCC agrees to permit the Renter to utilize within the confines of the HCC the following equipment at the following rates:

	Equipment Description	Hourly	Daily	Weekly
a.	36' Articulated Boom Lift	\$90.00	\$320.00	\$900.00
b.	30' Scissor Lift	\$90.00	\$320.00	\$900.00
c.	18' Work Platform Lift	\$90.00	\$320.00	\$900.00
d.	Forklift	\$75.00	\$275.00	\$750.00
e.	ReachMaster Compact Lift, 56' height, 38' reach	\$100.00	\$350.00	\$1,000.00
f.	ReachMaster Compact Lift, 121' height, 50' reach	\$125.00	\$450.00	\$1,250.00

Fractions of an hour shall be charged at the hourly rate.

Rental fees may be waived upon pre-approval of the Director of Operations or the Director of Finance.

4. Rental Period.

This Rental Agreement shall be for a period from _____ (start date/time) to _____ (end date/time).

5. Renter's Responsibilities.

The Renter shall:

- a. Operate the equipment only within the Hawaii'i Convention Center and its immediate surroundings within the area(s) pre-approved by HCC for this specific rental.
- b. Ensure that only fully qualified and certified personnel operate the equipment.
- c. Provide proof of certification to operate the equipment prior to use which must be presented in advance of

the rental operation to the Maintenance Manager or their designee.

- d. Check-in at Security Base. Ensure that the equipment is fully operational upon acceptance of the equipment and submit the related HCC form with the Maintenance Manager or their designee.
- e. Immediately halt use of any equipment and bring to the attention of the Maintenance Manager any equipment operating deficiencies or problems.
- f. Ensure that equipment is under positive control of the Renter at all times and that no unauthorized individuals are permitted to utilize the equipment.
- g. Ensure that all safety and operating rules are strictly followed. This includes, but is not limited to, the use of a hard hat and close-toed shoes by any and all parties while using equipment items 3a, 3b, 3c, 3e, or 3f above. All related items must be supplied by the Renter.
- h. Be fully responsible for any damage to or loss of the equipment.
- i. Be fully responsible for any and all damages caused by operation of the equipment.

6. Statement of Waiver.

The Renter waives any and all claims against the State of Hawaii, the Hawaii Tourism Authority (HTA), the HCC, AEG Management HCC, LLC., their officers and assigns from any and all claims including consequential damages arising from the use and/or operation of subject equipment by _____ (Renter), its employees, agents, and/or assigns.

7. Indemnification.

The Renter shall defend, indemnify, and hold harmless the State of Hawaii, the HTA, the HCC, AEG Management HCC, LLC. and all of their members, officers directors, employees, and agents from and against all costs, liability, loss, damage, and expense, including all attorney's fees, and all claims, suits, and demands therefor, arising out of or resulting from the acts or omissions of _____ (Renter) or _____ (Renter's) employees, officers, agents or subcontractors as it pertains to the operation of subject equipment.

8. Liability Insurance.

The Renter shall provide proof of insurance to AEG Management HCC, LLC. that its operation of the equipment provided hereunder is covered under its Comprehensive General Liability and Property Damage Liability Insurance. Such liability shall be with limits of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Any variance or waiver of this requirement must be pre-approved by the General Manager.

Such insurance shall name the State of Hawaii, the Hawaii Tourism Authority, AEG Management HCC, LLC., and all of the members, officers, agents, and employees of each of them as additional insured with respect to claims arising out of or directly or indirectly relating to performance under the Agreement and shall provide for thirty (30) days advance notice of cancellation, reduction of coverage or non-renewal to the State of Hawaii, the HTA, HCC, and AEG Management HCC, LLC. and shall be endorsed to stipulate that the insurance afforded the State of Hawaii and HCC boards, officers, agents, and employees shall be primary insurance and not contributing with any other insurance of the State of Hawaii and HCC.

9. Compliance with Laws.

The Renter shall operate the equipment in strict compliance with all laws of the United States, the State of Hawaii, the City & County of Honolulu, and all rules and regulations issued pursuant to such laws.

Renter shall comply with all lawful directives issued by the General Manager of HCC or their representative in enforcing of the terms of this Agreement.

10. Entire Agreement.

This document contains the complete and exclusive agreement between the parties, and it is intended to be a final expression of their agreement. No promise, representation, warranty, or covenant not included in this document has been or is relied upon by any party. Each party has relied upon its own examination of the full Agreement and the provisions thereof and the counsel of its own advisors, and the warranties, representations and covenants expressly contained in this Agreement itself. No modification or amendment of this Agreement shall be of any force or effect unless in writing executed by all parties herein.

11. Assignment.

The Renter shall not transfer, convey, assign, or permit the use of any of the rights or privileges granted under this Agreement in whole or in part to any other person, firm, or corporation without the prior written authorization of HCC. Such rights and privileges are not assignable or transferable by any process or proceedings in any court, or by attachment, execution, proceedings in insolvency or bankruptcy either voluntary or involuntary, or receivership proceedings. Any assignee approved by HCC must accept and assume all the terms and conditions of this Agreement to be kept and performed by Renter, and such assignment shall not in any manner discharge or release Renter from any of the obligations under the terms of this Agreement.

12. Severability.

The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision herein.

IN WITNESS WHEREOF, the parties execute this Agreement on the dates below, to be effective as of the date first above written.

HAWAII CONVENTION CENTER (AEG Management HCC, LLC.)

BY: _____ Date _____
General Manager

Renter

BY: _____ Date _____
Signature

Title

APPENDIX F

EXISTING BUILDING PLANS

EXHIBIT A: 100% CD SET

EXHIBIT B: SPECIFICATIONS

EXHIBIT C: BALLROOM ROOF DETAILS

FULL SIZE SHEET IS 30" x 42"

19/04/2024 3:46:36 PM

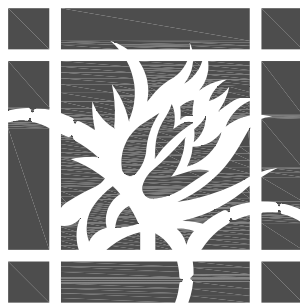
HAWAII CONVENTION CENTER GUTTER REPAIR AND SAFETY ROOF ANCHOR

1801 KALAKAUA AVE
HONOLULU, HAWAII. 96815

T.M.K.: 2-3-035:001

100% CONSTRUCTION DOCUMENTS

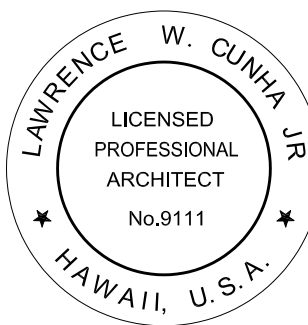
Architect:



WCITARCHITECTURE

725 Kapiolani Boulevard, Suite C400
Honolulu, Hawaii 96813

Ph 808.592.2345
Fax 808.592.2350

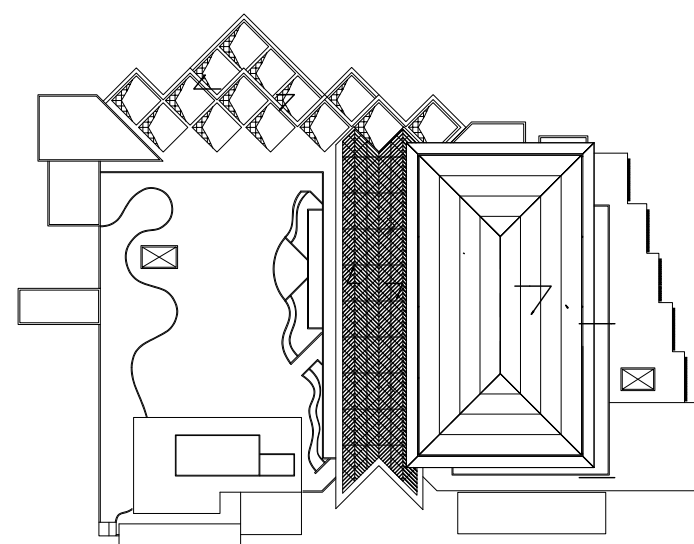


THIS WORK WAS PREPARED BY ME OR UNDER MY SUPERVISION AND CONSTRUCTION OF THIS PROJECT WILL BE UNDER MY OBSERVATION.
Lawrence W. Cunha Jr. 4/30/26
Lawrence W. Cunha Jr., AIA Exp. Date

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

Consultant:

Project:
**HAWAII CONVENTION
CENTER
GUTTER REPAIR AND ROOF
SAFETY ANCHOR**
1801 Kalakaua Ave
Honolulu, Hawaii. 96815
T.M.K.: 2-3-035:001



Drawing:

TITLE SHEET

Revisions

△	△
△	△
△	△
△	△

Phase: 100% CD

Proj Number: 24110

Date: JULY 9, 2024

Sheet:

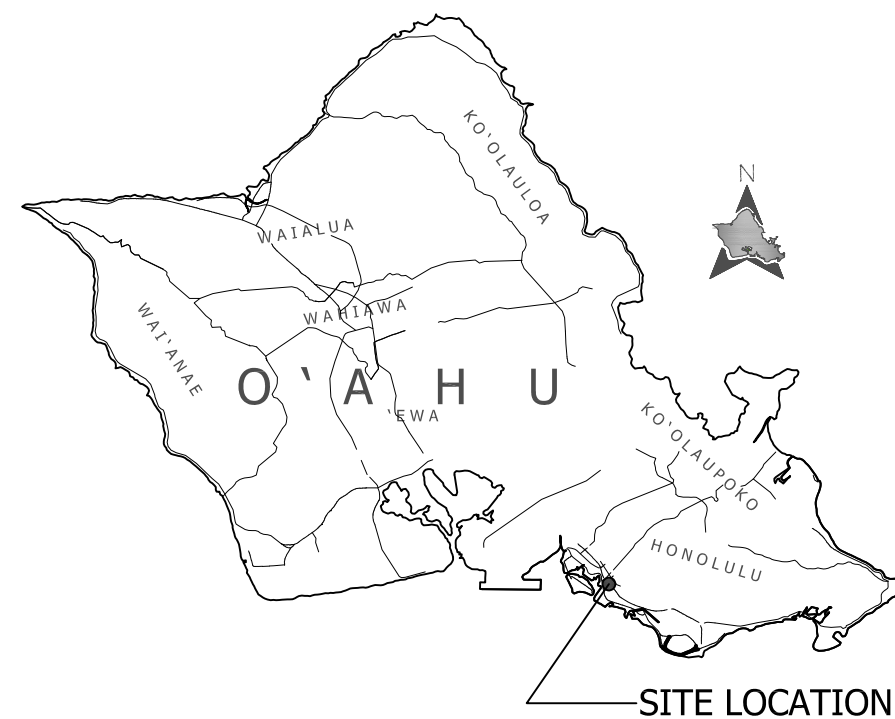
T-01

OF SHEETS

APPLICABLE CODES:

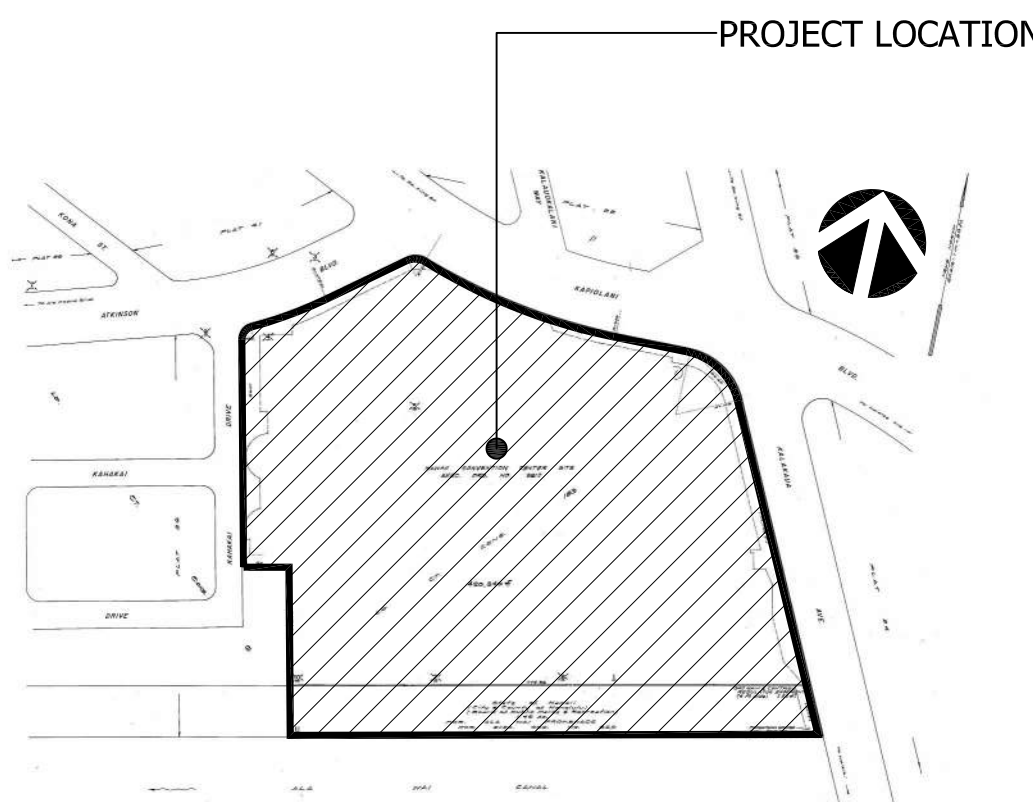
INTERNATIONAL BUILDING CODE (IBC) 2018
LAND USE ORDINANCE 2021
IECC CODE 2020 OF HAWAII
FIRE CODE 2018 OF HAWAII – NFPA 1 W/ AMENDMENTS
NATIONAL ELECTRICAL CODE 2017 OF HAWAII
UNIFORM PLUMBING CODE 2018 & LOCAL ADMENDMENTS

LOCATION MAP:



VICINITY MAP:

N.T.S.



FIRE SAFETY NOTES

Structures undergoing construction, alteration, or demolition operations, including those in underground locations, shall comply with NFPA 241, Standard for Safeguarding Construction, Alteration, and demolition operations, and this chapter, 2018 NFPA 1.

Portable Fire Extinguishers
13.6.1 general requirements.

13.6.1.1 The installation, maintenance, selection, and distribution of portable fire extinguishes shall be in accordance with NFPA 10, standard for portable fire extinguishers, and section 13.6, 2018 NFPA 1.

Access and Water Supply

16.4.3.1.3– Where underground water mains and hydrants are to be provided, they shall be installed, completed, and in service prior to construction. NFPA 1, Chapter 16.

16.1.4 Fire department access roads provided in accordance with 18.2.3 shall be provided at the start of a project and shall be maintained throughout construction.

16.1.5 Permanent fire department access road markings shall not be required until the building is complete or occupied for use.

18.2.3.2 Access to Building.

18.2.3.2.1 A fire department access road shall extend to within 50 ft (15 m) of at least one exterior door that can be opened from the outside and that provides access to the interior of the building, provide a fire apparatus access road for every facility, building, or portion of a building hereafter constructed or moved into or within the jurisdiction when any portion of the facility or any portion of an exterior wall of the first story of the building is located more than 150 feet (45 720 mm) from a fire apparatus access road as measured by an approved route around the exterior of the building or facility. (2018 NFPA 1, section

18.2.3.2.2)

18.2.3.2.2.1– When buildings are protected throughout with an approved automatic sprinkler system that is installed in accordance with NFPA 13, NFPA 13d, or NFPA 13r the distance in 18.2.3.2.2 shall be permitted to be increased to 450ft.

18.2.3.4.1.1– Fire access roads shall have an unobstructed width of not less than 20ft. and an unobstructed vertical clearance of 13 ft. 6 in. NFPA 1, Chapter 18.

18.2.3.4.2 Surface, fire department access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be provided with an all-weather driving surface.

18.2.3.4.3.1 The turning radius of a fire apparatus access road shall meet county requirements.

18.2.3.4.3.2 Turns in fire department access roads shall maintain the minimum road width, a fire department access road shall extend to within 50 ft (15 m) of at least one exterior door that can be opened from the outside and that provides access to the interior of the building (2018 NFPA 1, section 18.2.3.2.1) provide a water supply, approved by the county, capable of supplying the required fire flow for fire protection to all premises upon which facilities or buildings, or portions thereof, are hereafter constructed or moved into or within the county, on-site fire hydrants and mains capable of supplying the required fire flow shall be provided when any portion of the facility or building is in excess of 150 feet (45 720 mm) from a water supply on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building. (2018 NFPA 1, section 18.3.1, as amended) fire department hose connections shall be located within 20 feet of a fire apparatus access road, not less than 18 inches and not more than 4 feet above grade, or as approved by the ahj, appropriate fire department hose connections shall be located within 20 feet of a fire apparatus access road, not less than 18 inches and not more than 4 feet above grade, or as approved by the ahj, appropriate identification signs shall be provided as required by the ahj, section 13.2.2.2 and 13.3.1.2.1 of nfpa 1 2018, as amended.

13.7.1.4.9.5 Unless otherwise provided in 13.7.1.4.9.5.1 through 13.7.1.4.9.5.6, notification signals for occupants to evacuate shall be audible and visible signals in accordance with NFPA 72 and ICC/ANSI

q117.1, American national standard for accessible and usable buildings and facilities, or other means of notification acceptable to the ahj shall be provided. [101:9.6.3.5] visibility

72.7.5.1*Visible signaling: public mode visible signaling shall meet the requirements of section 7.5 using visible notification

72.a.7.5.1 There are two methods of visible signaling, these are methods in which notification of an emergency condition is conveyed by direct viewing of the illuminating appliance or by means of illumination of the surrounding area, visible notification appliances used in the public mode must be located and must be of a type, size, intensity and number so that the operating effect of the appliance is seen by the intended viewers regardless of the viewer's orientation.

72.7.5.4* Appliance location: wall-mounted appliances shall be mounted such that the entire lens is not less than 80in. and not greater than 96in. above the finished floor.

72.7.5.4.1.2 visible notification appliances shall be installed in accordance with table 7.5.4.1.1(a), using one of the following:

- (1) A single visible notification appliance
- (2) Two visible notification appliances located on opposite walls
- (3)*more than two visible notification appliances in the same room or adjacent space within the field of view that flash in synchronization

72:4.4.5* protection of fire alarm control unit(s), in areas that are not continuously occupied, automatic smoke detection shall be provided at the location of each fire alarm control unit(s) to provide notification of fire at that location.

CODE INFORMATION

LAND USE ORDINANCE (CITY & COUNTY OF HONOLULU)

PARCEL ADDRESS:

1801 KALAKAUA AVE, HONOLULU, HAWAII. 96815

TAX MAP KEY:

LOT AREA:

ACRES:

2–3–035:001 420,540 S.F. 9.6543,0024

ZONING:

BMX–3 COMMUNITY BUSINESS DISTRICT

USE:

COMMERCIAL

ALLOWABLE FLOOR AREA:

402,540 S.F. x 2.5 (FAR) = 1,006.35 S.F.

COUNTY ZONING:

DUNR

DEVELOPMENT PLANS AREA

FLOOD ZONES

FLOOD ZONES

FLOOD ZONES

HEIGHT LIMIT

TSUNAMI EVACUATION ZONE

SMA

STATE LAND USE

STREET SETBACK

ZONING (LUO)

REFER TO DLNR-SHPD (808) 692–8015

PRIMARY URBAN CENTER

AE – 100 YEAR FLOOD BASE FLOOD ELEVATION DETERMINED

A0 – 100 YEAR FLOOD, 1 TO 3 FEET WITH SHEET FLOWS

X – BEYOND 500 YEAR FLOOD PLAIN

350 ft

NO

NOT IN SMA

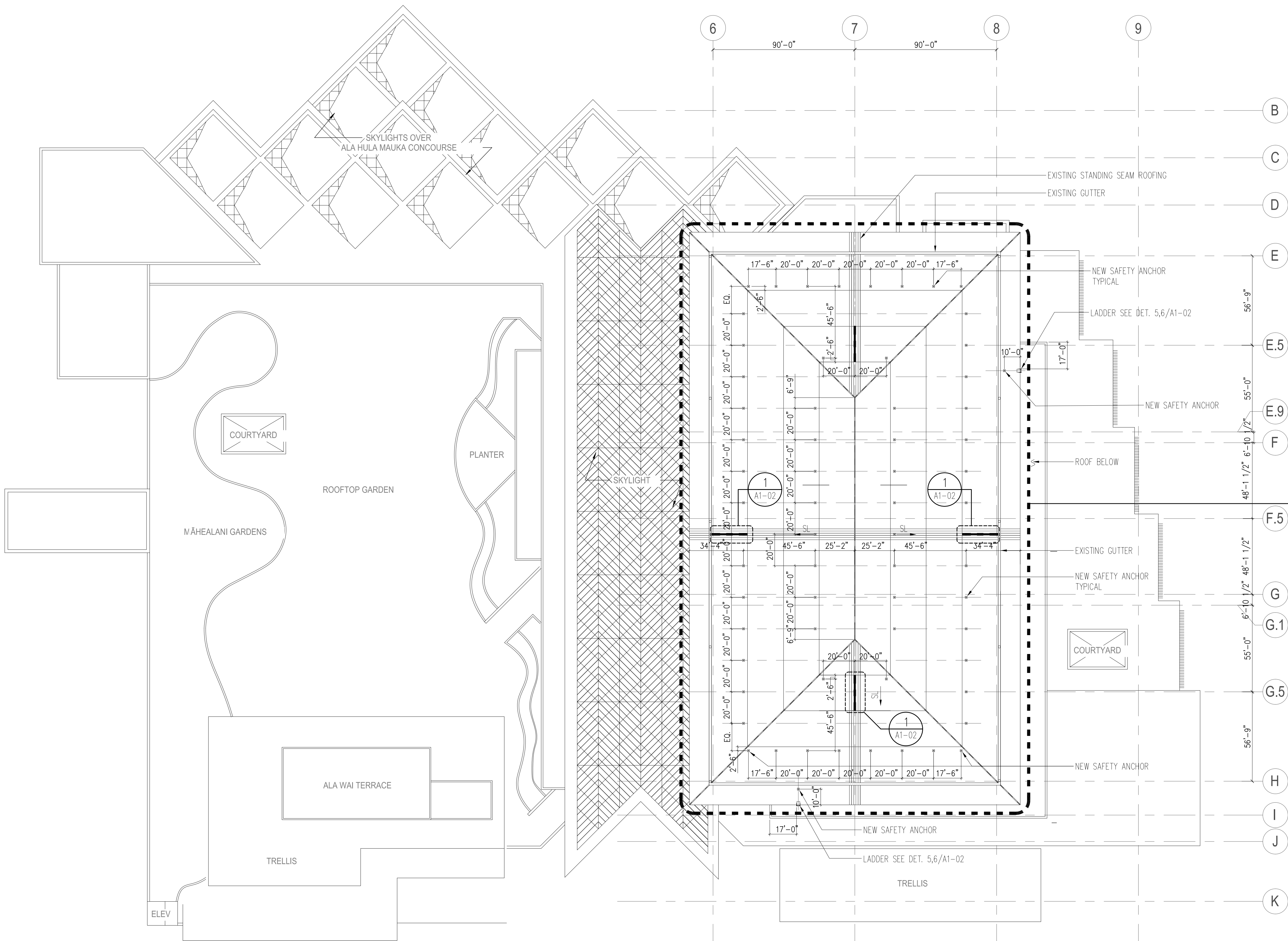
URBAN DISTRICT

YES–SEE DTS MAP PUC–14. VERIFY WITH TRB 768–8083

BMX–3

FULL SIZE SHEET IS 30" x 42"

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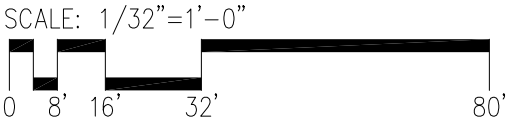


MAIN DESIGN NOTES:
1. REMOVE AN ENTIRE LENGTH OF ROOF PANEL.
2. CUT A HOLE FOR TIE-OFF POST PENETRATION IN PANEL.
3. REPAIR UNDERPAYMENTS WHERE FOUND TO SEAL AROUND TIE-OFF POST.
4. INSTALL POST BOOT.
5. INSTALL A CONTINUOUS BEAD OF BUTYL SEALANT IN THE SEAM JOINT, REFIT PANELS TOGETHER, AND RE-CRIMPED ALONG THE ENTIRE LENGTH OF THE PANEL, AND INSTALL REPLACEMENT FASTENERS WHERE EXISTING.

SAFETY ANCHOR NOTES:
METAL INSTALL (PART #S 00654, 00657, AND 00659)
MINIMUM SUBSTRATE REQUIREMENT: 18 GAUGE OF REINFORCED WITH CB SPANNER PLATE (PAT # 00604, CONTACT GUARDIAN FOR MORE INFORMATION).
1. PLACE CB-18 SELECTED INSTALLATION LOCATION
2. INSTALL ALL (60) FASTENERS UNTIL SNUG, AND ENSURE CB ANCHOR IS FULLY SECURED TO SUBSTRATE.
3. ALL FASTENER MUST PENETRATE METAL DECKING BY AT LEAST 1/4".

METAL: #14x1/4, 2" METAL DECK SCREWS. QTY. 60. PLEASE NOTE THAT LONGER SCREWS MAY BE REQUIRED IN ORDER TO ACHIEVE THE MINIMUM NECESSARY SUBSTRATE PENETRATION. ALL FASTENERS MUST PENETRATE METAL DECKING BY AT LEAST 1/4".

A OVERALL ROOF PLAN
1/32" = 1'-0"



Architect:

WCITARCHITECTURE

725 Kapiolani Boulevard, Suite C400
Honolulu, Hawaii 96813

Ph 808.582.2345
Fax 808.582.2350

LAWRENCE W. CUNHA JR.
LICENSED PROFESSIONAL ARCHITECT
No.9111
HAWAII, U.S.A.

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

Lawrence W. Cunha Jr. 4/30/26
Lawrence W. Cunha Jr., AIA Exp. Date

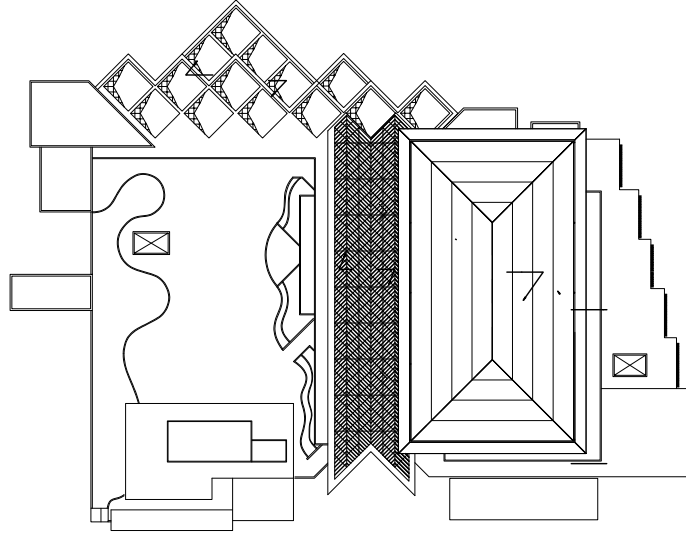
NOTE: CONTRACTOR SHALL CHECK AND VERIFY ALL DIMENSIONS AT JOB BEFORE PROCEEDING WITH WORK.

Consultant:

Project:

**HAWAII CONVENTION CENTER
GUTTER REPAIR AND ROOF SAFETY ANCHOR**

1801 Kalakaua Ave
Honolulu, Hawaii 96815
T.M.K.: 2-3-035-001



Drawing:

OVERALL ROOF PLAN

Revisions	
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△	△
△	△
△	△

Phase: 100% CD

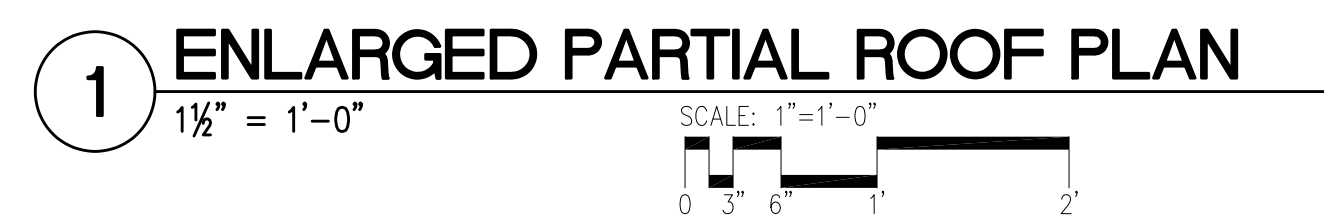
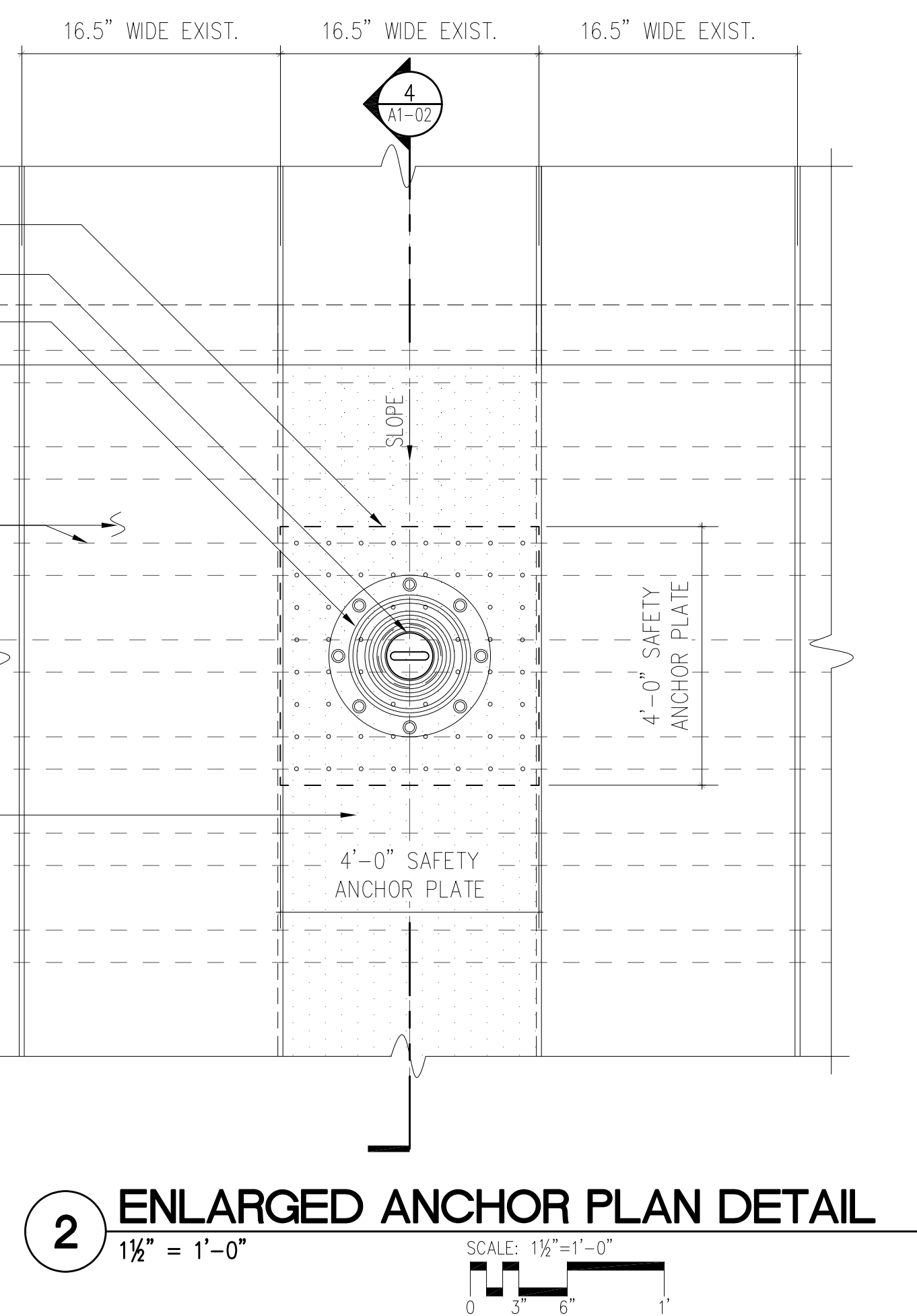
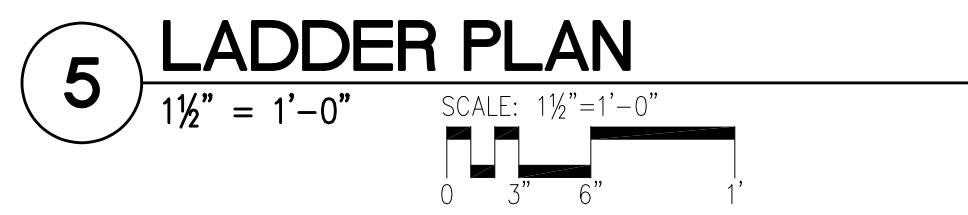
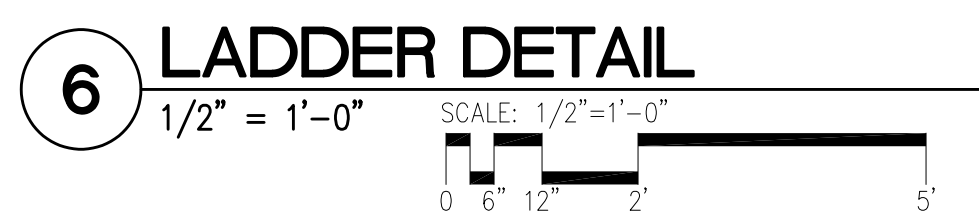
Proj Number: 24110

Date: JULY 9, 2024

Sheet:

A1-01

OF SHEETS

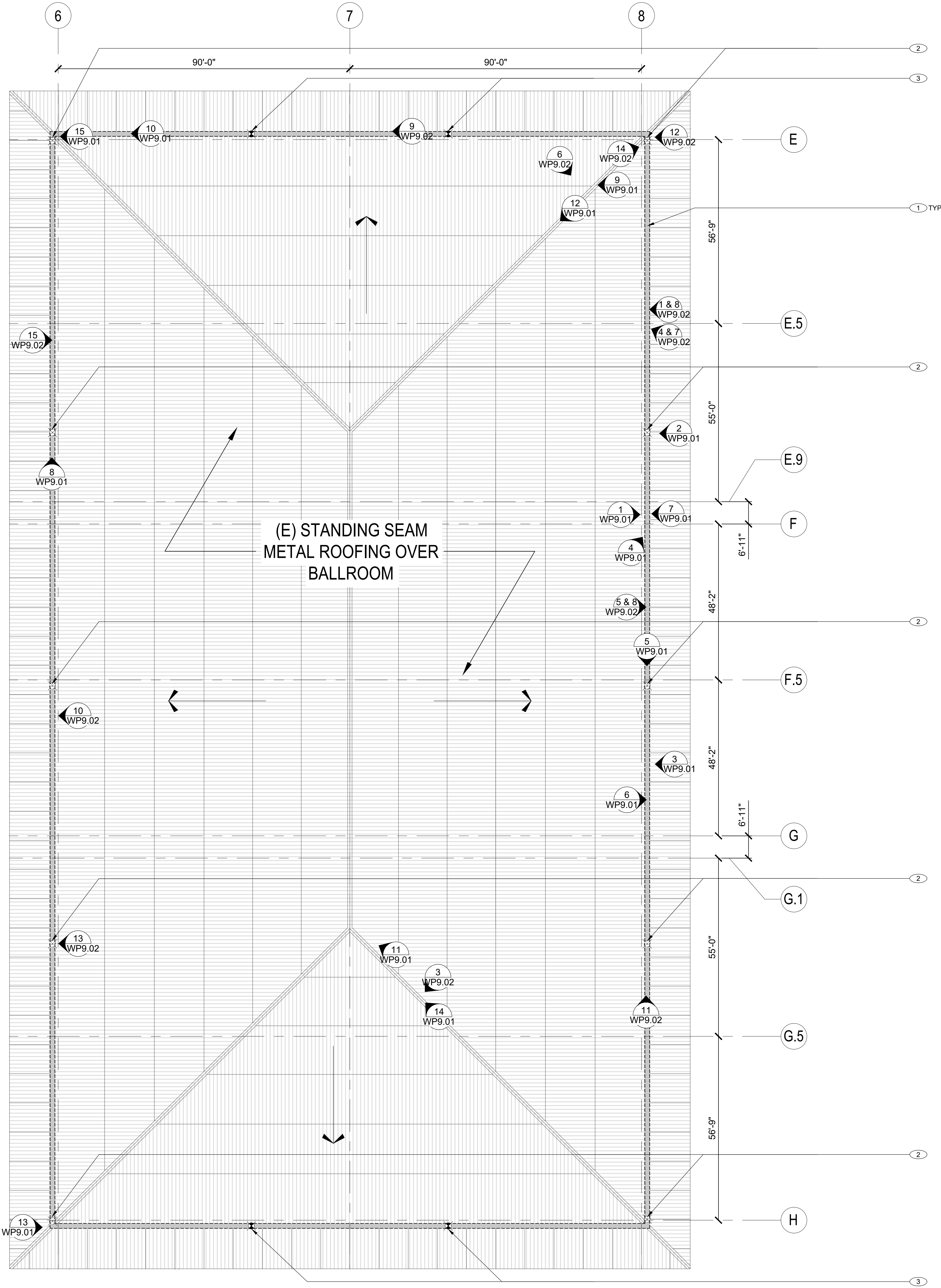


METAL: #14x14, 2" METAL DECK SCREWS. QTY. 60. PLEASE NOTE THAT LONGER SCREWS MAY BE REQUIRED IN ORDER TO ACHIEVE THE MINIMUM NECESSARY SUBSTRATE PENETRATION. ALL FASTENERS MUST PENETRATE METAL DECKING BY AT LEAST 1/4".

OF SHEETS

FULL SIZE SHEET IS 30" x 42"

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1 BALLROOM ROOF - DEMOLITION PLAN
WP1.01

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

LEGEND:

- (N) DRAIN LOCATION - MODIFY GUTTER SHELL AND METAL DECKING AS DETAILED TO INSTALL NEW DRAIN LOCATION
- (E) ROOF DRAINS (INSIDE ROOF GUTTER) TO BE REMOVED AND REPLACED
- (E) GUTTER WATERPROOFING ASSEMBLY TO BE REMOVED AND DISPOSED OF
- ROOF SLOPE
- (E) STANDING SEAM METAL ROOFING
- PHOTO REFERENCE MARKER

GENERAL NOTES

- (E) STANDING SEAM METAL ROOFING PANELS TO REMAIN, PROTECT IN PLACE (STAND SEAM RIDGES NOT SHOWN FOR CLARITY).
- OTHER ADJACENT ROOFS OF BALLROOM ROOF NOT DEPICTED ON DRAWING.

GENERAL SUMMARY OF WORK

- ALL (E) EXPOSED ROOFING SCREWS TO BE REMOVED AND REPLACED, SEE GENERAL SHEET NOTE A ON WP1.02.
- REMOVE AND DISPOSE OF ALL (E) WATERPROOFING WITHIN GUTTERS.
- REMOVE AND DISPOSE OF ALL (E) DRAINS.
- CUT HOLES IN GUTTER SHELL AND METAL DECKING FOR NEW DRAIN LOCATIONS.

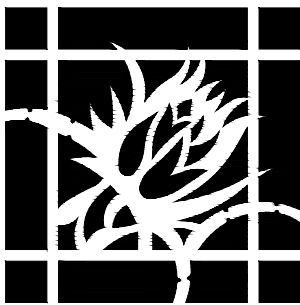
SHEET NOTES (AS NOTED WITH (E)):

- (E) CONTINUOUS INTEGRAL ROOF GUTTER:
 - (E) SHEET METAL FLASHING AT EACH SIDE OF GUTTER WHICH IS SECURED TO (E) STANDING SEAM METAL ROOFING TO BE REMOVED, PROTECTED AND REINSTALLED AFTER WATERPROOFING IS INSTALLED
- (E) GUTTER WATERPROOFING ASSEMBLY COMPRISED OF A SHEET MEMBRANE OVER COVER BOARD OVER RIGID INSULATION TO BE REMOVED AND DISPOSED OF.
- PREPATRE SURFACE OF (E) GUTTER METAL SHELL TO BE CLEANED AND RENDERED A SHINY METAL IN ACCORDANCE WITH WATERPROOFING MANUFACTURERS WRITTEN INSTRUCTIONS.
- REMOVE AND DISPOSE OF (E) GUTTER DRAINS FOR REPLACEMENT.
- CUT HOLE IN (E) METAL GUTTER SHELL AND METAL DECK FOR PLACEMENT OF NEW DRAIN AND LOCATION. CONFIRM IN FIELD ALL LOCATIONS TO ENSURE THERE ARE NO CONFLICTS WITH ITEMS SUCH AS; ROOF FRAMING, PIPING AND MECHANICAL EQUIPMENT.

GENERAL DEMOLITION NOTES

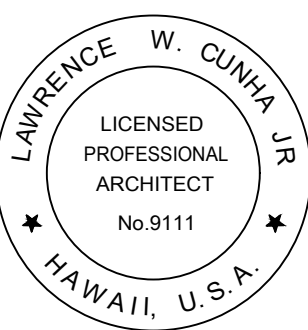
- THE DRAWINGS ARE BASED UPON THE LIMITED AVAILABLE ORIGINAL CONSTRUCTION DRAWINGS (HISTORICAL). THE CONTRACTOR SHALL VISIT THE JOB SITE TO FIELD VERIFY ALL EXISTING CONDITIONS, DIMENSIONS, AND OBSTRUCTIONS.
- THE CONTRACTOR SHALL REVIEW ALL DOCUMENTS AND VERIFY ALL DIMENSIONS AND FIELD CONDITIONS AND SHALL CONFIRM THAT WORK IS CONSTRUCTABLE AS SHOWN. ANY CONFLICTS OR OMISSIONS, ETC., SHALL BE IMMEDIATELY REPORTED TO THE OWNER'S REPRESENTATIVE, CONSTRUCTION MANAGER, WATERPROOFING CONSULTANT, AND ARCHITECT IN WRITING FOR CLARIFICATION PRIOR TO PERFORMANCE OF ANY WORK IN QUESTION.
- THE EXTENT OF REMOVAL AS INDICATED IS APPROXIMATE. THE CONTRACTOR SHALL VERIFY THE EXTENT OF REMOVAL WORK TO PROPERLY ACCOMMODATE THEIR METHOD OF CONSTRUCTING FOR NEW WORK AS REQUIRED. ADDITIONAL REMOVAL, PATCHING, AND RESTORATION REQUIRED TO ACCOMMODATE CONSTRUCTION SHALL BE CONSIDERED INCIDENTAL TO THE NEW WORK.
- THE CONTRACTOR SHALL PROTECT ALL EXISTING STRUCTURES AND OTHER SITE CONDITIONS TO REMAIN. ANY DAMAGES RESULTING DIRECTLY OR INDIRECTLY FROM THE CONTRACTOR'S OPERATIONS SHALL BE REPAIRED AND/OR REPLACED TO THE SATISFACTION OF THE OWNER AT NO ADDITIONAL COST.
- LOCATIONS OF ALL EXISTING UTILITIES SHOWN ARE APPROXIMATE ONLY. THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION IN WORKING NEAR UTILITIES. ANY AND ALL DAMAGE SHALL BE IMMEDIATELY REPAIRED AND/OR RESTORED TO ITS ORIGINAL CONDITION BY THE CONTRACTOR AT THEIR COST. UTILITIES SHALL INCLUDE BUT NOT BE LIMITED TO STORM DRAIN PIPING, FIRE SPRINKLERS, ELECTRICAL, TELEPHONE/DATA, SEWER, WATER, ETC.
- THE CONTRACTOR SHALL VERIFY THAT THERE ARE NO UTILITIES PRESENT BEFORE DEMOLITIONS OF ANY SORT. SHOULD ANY UTILITIES BE DAMAGED IN THE PROCESS OF DEMOLITION THE CONTRACTOR SHALL REPAIR THE UTILITIES AT NO EXTRA COST TO THE OWNER. ANY CLAIMS FILED DUE TO THE DISRUPTION OF THE UTILITY SERVICE SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- PROTECT THAT DEBRIS DOES NOT ENTER EXISTING STORM DRAIN PIPING WHEN DRAINS ARE REMOVED OR REPLACED.

Architect:



WCITARCHITECTURE

725 Kapilani Boulevard, Suite C400
Honolulu, Hawaii 96813
PH 808.592.2345
Fax 808.592.2350



THIS WORK WAS PREPARED BY ME OR UNDER MY SUPERVISION AND CONSTRUCTION OF THIS PROJECT WILL BE UNDER MY OBSERVATION.
4/30/26
Lawrence W. Cunha Jr., AIA
Exp. Date
NOTE: CONTRACTOR SHALL CHECK AND VERIFY ALL DIMENSIONS AT JOB BEFORE PROCEEDING WITH WORK.

Consultant:



Allana Buick Bers

Making Buildings Perform Better

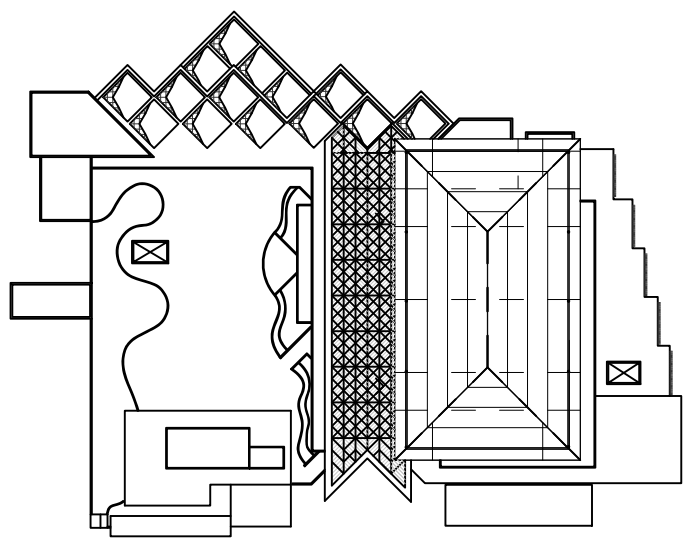
737 Bishop Street, Suite 2900 Honolulu, HI 96813
p 808.538.0115 f 808.538.0117 abbae.com

100%
CONSTRUCTION
DOCUMENTS

Project:

HAWAII
CONVENTION
CENTER GUTTER
REPAIR AND ROOF
SAFETY ANCHOR

1801 Kalakaua Ave
Honolulu, Hawaii. 96815



Drawing:

BALLROOM ROOF -
DEMOLITION PLAN

Revisions

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Phase:

Proj Number: 24110

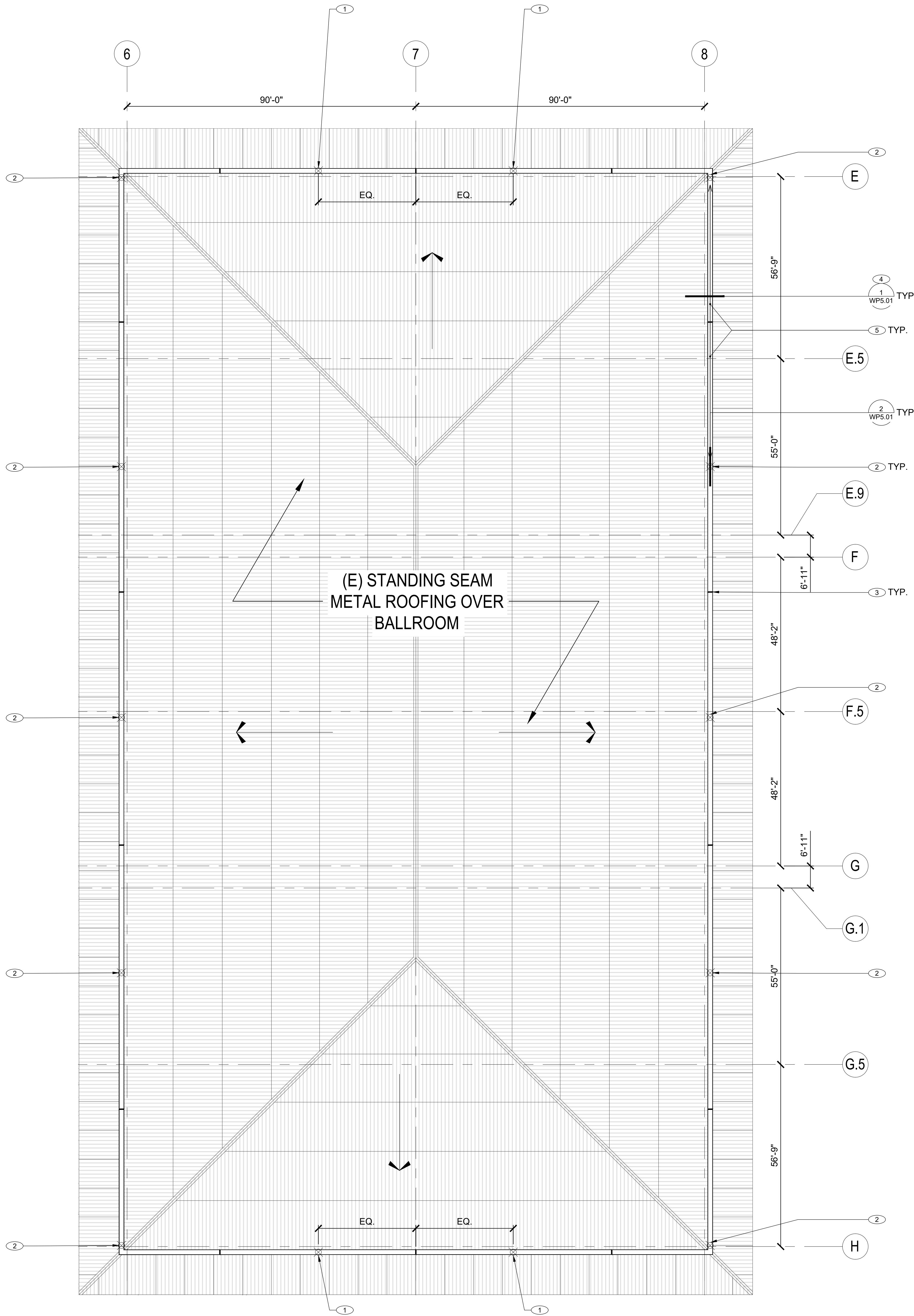
Date: JULY 9, 2024

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WP1.01

5 OF 19 SHEETS

FULL SIZE SHEET IS 30" x 42"



LEGEND:

- (N) DRAIN LOCATION AND CONNECTED TO (N) STORM DRAIN PIPING, SEE PLUMBING DRAWINGS
- REPLACEMENT ROOF DRAINS (INSIDE ROOF GUTTER) AND CONNECTED TO (E) & (N) STORM DRAIN PIPING, SEE PLUMBING DRAWINGS
- RIDGE (HIGH POINT) AT ROOF GUTTER SLOPING 2% MIN. TO GUTTER DRAINS
- (E) ROOF SLOPE

GENERAL SUMMARY OF WORK

- ALL (E) EXPOSED ROOFING SCREWS TO BE REPLACED WITH LARGER DIAMETER STAINLESS STEEL HIGH PERFORMANCE SELF-DRILLING SELF-TAPPING (SDST) ROOFING SCREWS w/ BONDED EPDM SEALING WASHERS, TYP.
 - SELF TAPING, BACKOUT RESISTANT, TYPE 304 STAINLESS STEEL, 3/8" DIA. HEX HEAD WITH .001" THK. EPDM SEALING WASHER, 14 PT. X 1/4" DIA. AND LENGTH TO MATCH EXISTING. (BOD: BLAZER BI-METAL SELF-DRILLING SCREWS, OR APPROVED SUBSTITUTE.
- CLEAN AND PREPARE (E) GUTTER SHELL TO RECEIVE FLUID-APPLIED WATERPROOFING MEMBRANE PER MANUFACTURES RECOMMENDATIONS.
- INSTALL FLUID-APPLIED WATERPROOFING WITHIN GUTTERS.
- INSTALL REPLACEMENT DRAINS, REFER ALSO TO PLUMBING DRAWINGS.
- INSTALL DRAINS AT NEW DRAIN LOCATIONS, REFER ALSO TO PLUMBING DRAWINGS.

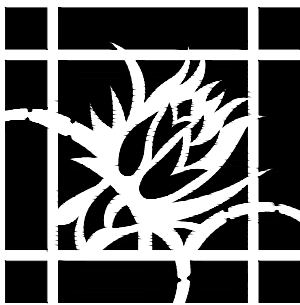
SHEET NOTES (AS NOTED WITH (E)):

- INSTALL GUTTER DRAINS AT NEW LOCATIONS AND PROVIDE STORM DRAIN PIPING TO (E) RISERS, SEE PLUMBING DRAWINGS.
- INSTALL REPLACEMENT GUTTER DRAIN IN (E) LOCATION, SEE PLUMBING DRAWINGS.
- WATERPROOFING ASSEMBLY WITH A RIDGE CONDITION LOCATED MID DISTANCE BETWEEN DRAINS, TYPICAL.
- INSTALL FULLY ADHERED ROOFING ASSEMBLY WITHIN GUTTER COMPRISED OF RIGID INSULATION, CEMENT COVER BOARD AND REINFORCED PMMA FLUID-APPLIED WATERPROOFING, SEE 1/WP5.01.
- SLOPE WITHIN GUTTER TYPICAL FROM RIDGE (HIGH POINT) DOWN TO DRAIN / SUMP, TYP.

GENERAL CONSTRUCTION NOTES

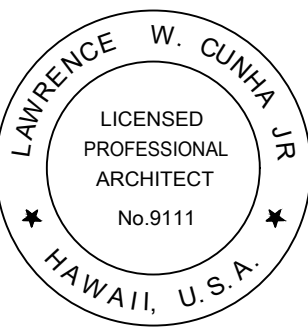
- WHERE NEW CONSTRUCTION ABUTS (E) CONSTRUCTION TO REMAIN, ALL CONDITIONS AFFECTING WORK PROGRESS AND CONFORMANCE TO PLANS AND SPECIFICATIONS SHALL BE VERIFIED BY CONTRACTOR PRIOR TO START OF WORK.
- ALL WORK MATERIALS SHALL BE IN ACCORDANCE WITH THE LATEST RULES AND REGULATIONS OF APPLICABLE STATE AND/OR LOCAL CODES, LAWS ORDINANCES, STATUTES AND REGULATIONS. NOTHING IN THE DRAWINGS OR SPECIFICATIONS SHALL BE CONSTRUED AS REQUIRING OR PERMITTING WORK CONTRARY TO THESE RULES, REGULATIONS AND CODES.
- CONTRACTOR SHALL ASSUME THAT ALL THE MATERIALS CALLED OUT ON THE DRAWINGS ARE NEW (N) UNLESS NOTED AS EXISTING (E).
- THE DRAWINGS INDICATE LOCATIONS, DIMENSIONS AND TYPICAL DETAILS OF CONSTRUCTION. THE DRAWINGS DO NOT ILLUSTRATE EVERY CONDITION; WORK NOT EXPRESSLY DETAILED SHALL BE OF CONSTRUCTION SIMILAR TO PARTS THAT ARE DETAILED. WHERE DISCREPANCIES OCCUR, THEY SHALL BE REPORTED TO THE OWNER'S REPRESENTATIVE, CONSTRUCTION MANAGER, WATERPROOFING CONSULTANT, AND ARCHITECT IN WRITING FOR RESOLUTION BEFORE PROCEEDING WITH WORK.
- CONTRACTOR SHALL PROVIDE SHOP DRAWINGS FOR WATERPROOFING ASSEMBLY, FASTENERS, COATINGS AND OTHER INDICATED COMPONENTS FOR REVIEW THAT THEY MEET DESIGN INTENT.
- CONTRACTOR SHALL PROVIDE SHOP DRAWINGS FOR REVIEW FOR ALL SPECIALTY CONNECTIONS, TRANSITIONS, AND TERMINATIONS OF ALL ITEMS OF THE WORK INCLUDING SADDLES, FLASHINGS, SHEET METAL FABRICATIONS AND OTHER INDUSTRY RECOGNIZED ITEMS THAT MAKE THE WORK COMPLETE.
- THE CONTRACTOR SHALL BE RESPONSIBLE TO PLAN AND CONSTRUCT BEST MANAGEMENT PRACTICES (BMP) AS REQUIRED BY THEIR OPERATIONS TO COMPLY WITH ALL LAWS, STANDARDS, RULES, AND OR POLICIES OF THE CITY, STATE OR FEDERAL REGULATORY AGENCIES. UPON ACCEPTANCE OF THE PROJECT BY THE CITY, THE CONTRACTOR SHALL BE REQUIRED TO REMOVE ALL BEST MANAGEMENT PRACTICES AND TO RESTORE THE PROJECT SITE TO ITS ORIGINAL CONDITIONS OR BETTER.
- ALL SEALANT WORK SHALL BE IN ACCORDANCE WITH THE SWRI AND THE SEALANT MATERIAL MANUFACTURER. REQUIREMENTS SHOWN IN THE CONSTRUCTION DOCUMENTS ARE ABOVE AND BEYOND THAT REQUIRED BY THE REFERENCED STANDARDS. IF CONFLICTS SHOULD OCCUR BETWEEN STANDARDS AND/OR THE CONSTRUCTION DOCUMENTS, UTILIZE THE HIGHEST QUALITY OR MORE STRINGENT REQUIREMENT.
- PHOTO REFERENCES, REFER TO WP1.01.

Architect:



725 Kapiolani Boulevard, Suite C400
Honolulu, Hawaii 96813

PH 808.592.2345
Fax 808.592.2350



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4/30/26
Lawrence W. Cunha, Jr., AIA
NOTE: CONTRACTOR SHALL CHECK AND VERIFY ALL DIMENSIONS AT JOB BEFORE PROCEEDING WITH WORK.

Consultant:



**Allana
Buick
Bers**

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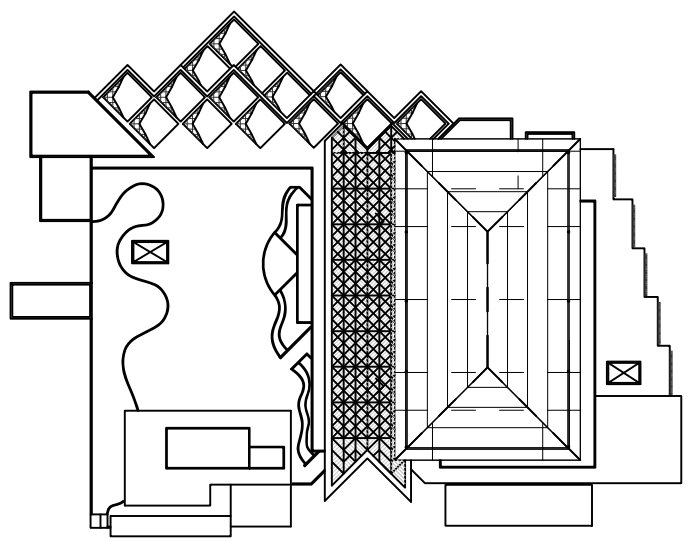
737 Bishop Street, Suite 2900 Honolulu, HI 96813
p 808.538.0115 f 808.538.0117 abbae.com

100%
CONSTRUCTION
DOCUMENTS

Project:

**HAWAII
CONVENTION
CENTER GUTTER
REPAIR AND ROOF
SAFETY ANCHOR**

1801 Kalakaua Ave
Honolulu, Hawaii 96815



Drawing:

**BALLROOM ROOF -
CONSTRUCTION PLAN**

Revisions

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△	△
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Phase:

Proj Number: 24110

Date: JULY 9, 2024

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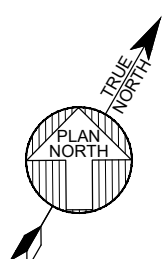
WP1.02

6 OF 19 SHEETS

BALLROOM ROOF - CONSTRUCTION PLAN

1
WP1.02

16 12 8 4 0 16 32
SCALE: 1/16" = 1'-0"



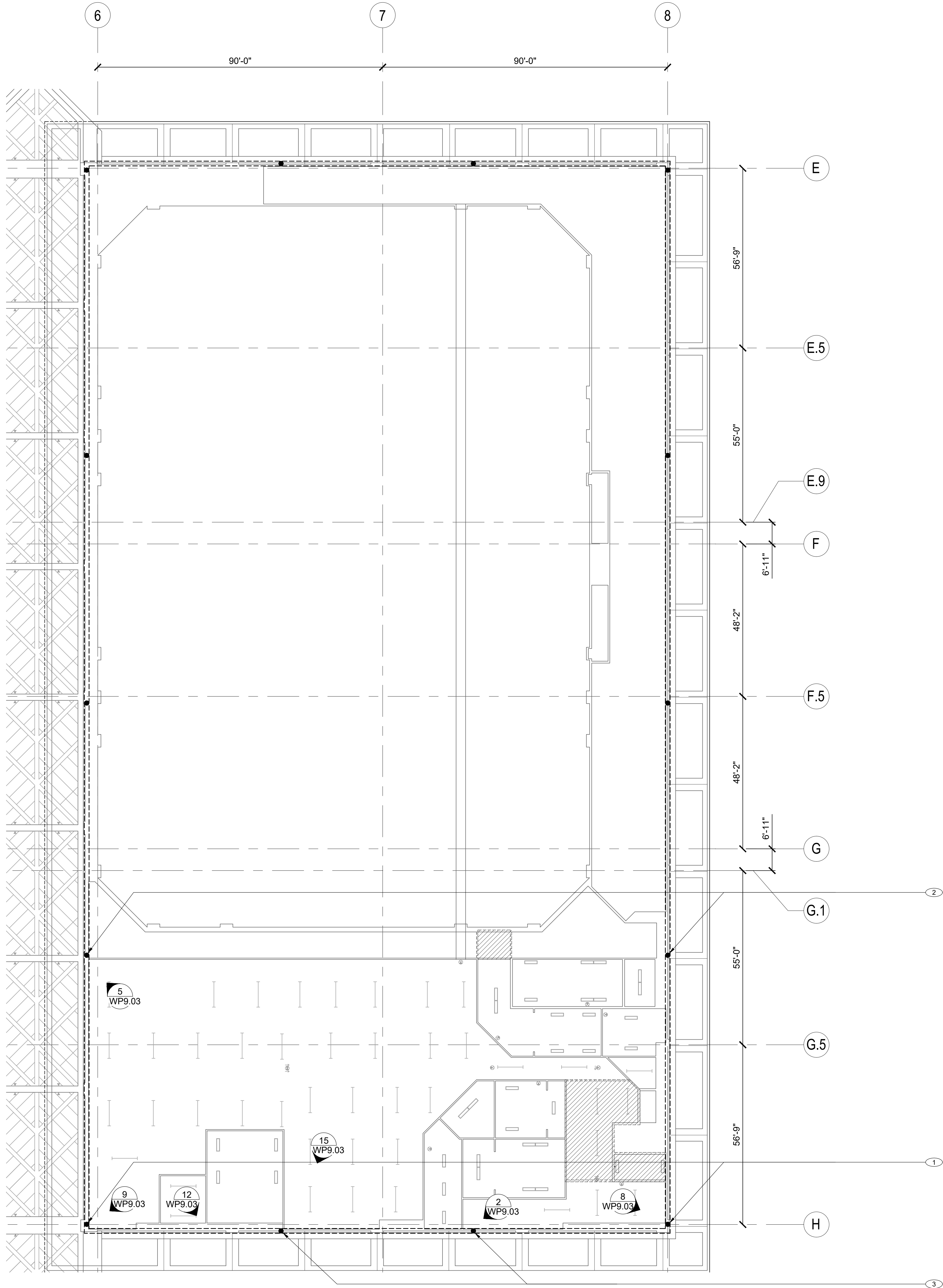
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IF NOT 1 INCH THIS DRAWING HAS
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(NOT TO SCALE SHOWN)

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FULL SIZE SHEET IS 30" x 42"

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1 PENTHOUSE REFLECTED CEILING PLAN
WP1.03



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

LEGEND:

- DRAIN LOCATION ABOVE - REMOVE (E) FINISHES TO ATTACH STORM DRAIN PIPING. SEE ALSO WP1.04, AND REFER TO PLUMBING DRAWINGS
- (E) GUTTER ABOVE
- ⊗ WPX.XX PHOTO REFERENCE MARKER

GENERAL SCOPE NOTES

- CONNECT (E) STORM DRAIN PIPING TO REPLACEMENT GUTTER DRAIN LOCATIONS, SEE PLUMBING DRAWINGS & WP9.03.
- CONNECT (N) GUTTER DRAINS AND STORM DRAIN PIPING TO (E) STORM DRAINS RISERS, SEE PLUMBING DRAWINGS & WP9.03.
- INTERIOR PENTHOUSE AND BALLROOM SPACES SHALL BE PROTECTED DURING COURSE OF DEMOLITION AND CONSTRUCTION, DAILY CLEANED, AND ALL DAMAGED MATERIALS, ITEMS, ETC. SHALL BE REPAIRED/REPLACED AT NO COST TO OWNER.

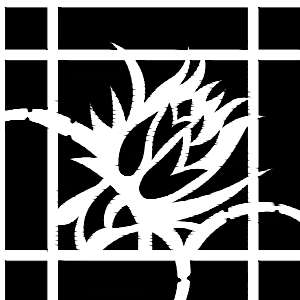
SHEET NOTES (AS NOTED WITH (E)):

- (E) DRAIN LOCATION: REMOVE AND REPLACE (E) BATT INSULATION AT CEILING AND WALLS TO ACCESS STORM DRAIN PIPING, INSULATION TO BE REPLACED LIKE IN KIND, SEE PLUMBING DRAWINGS & WP9.03.
- (E) DRAIN LOCATION: REMOVE (E) GYPSUM SHEATHING, INSULATION, AND FRAMING AT WALLS AND CEILING TO ACCESS STORM DRAIN PIPING. SEE PLUMBING DRAWINGS & WP9.03. RESTORE ALL FINISHES TO MATCH ORIGINAL CONDITION AFTER NEW PIPING IS INSTALLED.
- (N) DRAIN LOCATION: REMOVE AND REPAIR (E) GYPSUM SHEATHING, INSULATION, AND FRAMING AT CEILING AND WALLS TO ROUTE (N) STORM DRAIN PIPING TO (E) RISERS, SEE PLUMBING DRAWINGS & WP9.03.

GENERAL NOTES

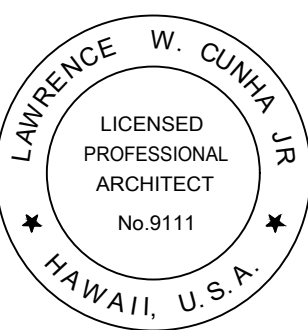
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- PHOTO REFERENCES, REFER TO WP9.03.

Architect:



WCITARCHITECTURE

735 Kapiolani Boulevard, Suite C400
Honolulu, Hawaii 96813
PH 808.592.2345
Fax 808.592.2350



THIS WORK WAS PREPARED BY ME OR UNDER MY SUPERVISION AND CONSTRUCTION OF THIS PROJECT WILL BE UNDER MY OBSERVATION.
Lawrence W. Cunha Jr., AIA
Exp. Date
4/30/26
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Consultant:



Making Buildings Perform Better

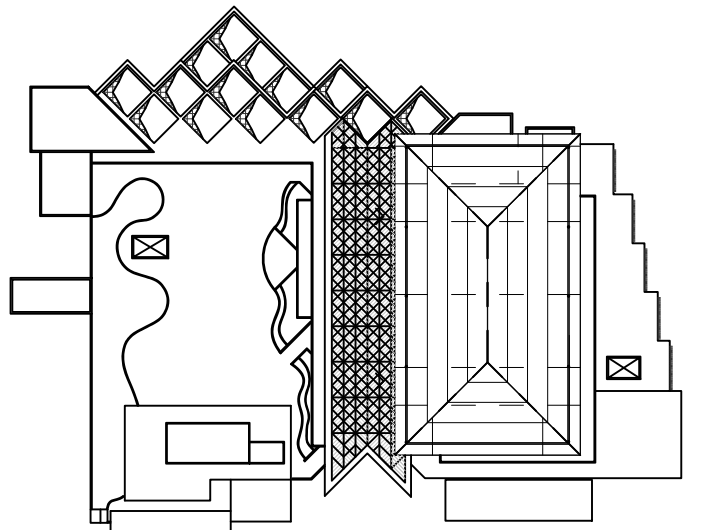
737 Bishop Street, Suite 2900 Honolulu, HI 96813
p 808.538.0115 f 808.538.0117 abbae.com

100%
CONSTRUCTION
DOCUMENTS

Project:

HAWAII
CONVENTION
CENTER GUTTER
REPAIR AND ROOF
SAFETY ANCHOR

1801 Kalakaua Ave
Honolulu, Hawaii. 96815



Drawing:

PENTHOUSE REFLECTED
CEILING PLAN

Revisions

△	△
△	△
△	△
△	△

Phase:

Proj Number: 24110

Date: JULY 9, 2024

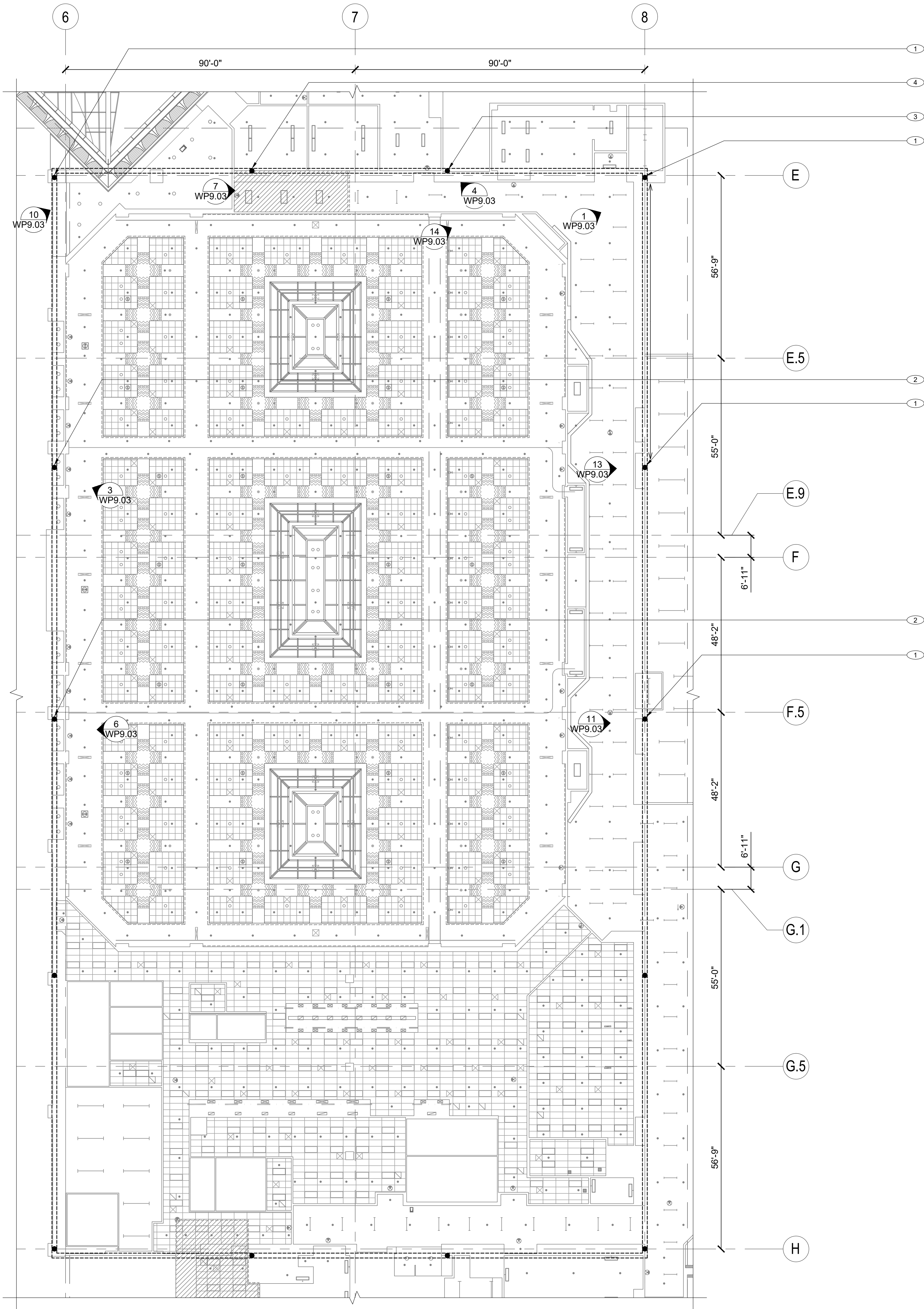
Sheet:

WP1.03

7 OF 19 SHEETS

FULL SIZE SHEET IS 30" x 42"

13/04/2024 3:46:36 PM



LEGEND:

- DRAIN LOCATION ABOVE - REMOVE (E) FINISHES TO ATTACH STORM DRAIN PIPING, SEE PLUMBING DRAWINGS
- (E) GUTTER ABOVE
- (E) FINISH CEILING SHOWN FOR REFERENCE, VERIFY ALL CONDITIONS IN THE FIELD
- ⊗ WPX.XX PHOTO REFERENCE MARKER

GENERAL SCOPE NOTES

- CONNECT (E) STORM DRAIN PIPING TO REPLACEMENT GUTTER DRAIN LOCATIONS, SEE PLUMBING DRAWINGS & WP9.03.
- CONNECT (N) GUTTER DRAINS AND STORM DRAIN PIPING TO (E) STORM DRAINS RISERS, SEE PLUMBING DRAWINGS & WP9.03.
- INTERIOR SPACES WITH PENTHOUSE AND BALLROOM SHALL BE PROTECTED DURING COURSE OF DEMOLITION AND CONSTRUCTION, DAILY CLEANED, AND ALL DAMAGED MATERIALS, ITEMS, ETC. SHALL BE REPAIRED/REPLACED AT NO COST TO OWNER

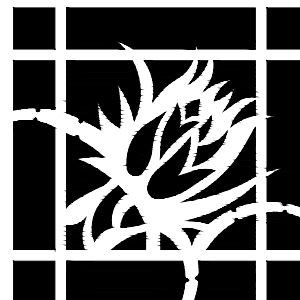
SHEET NOTES (AS NOTED WITH #):

- (E) DRAIN LOCATION: REMOVE AND REPLACE (E) BATT INSULATION AT CEILING AND WALLS TO ACCESS STORM DRAIN PIPING, INSULATION TO BE REPLACED LIKE IN KIND, SEE PLUMBING DRAWINGS & WP9.03.
- (E) DRAIN LOCATION: REMOVE (E) GYPSUM SHEATHING, INSULATION, AND FRAMING AT WALLS AND CEILING TO ACCESS STORM DRAIN PIPING, SEE PLUMBING DRAWINGS & WP9.03. RESTORE ALL FINISHES TO MATCH ORIGINAL CONDITION AFTER NEW PIPING IS INSTALLED.
- (N) DRAIN LOCATION: REMOVE AND REPAIR (E) GYPSUM SHEATHING, INSULATION, AND FRAMING AT CEILING AND WALLS TO ROUTE (N) STORM DRAIN PIPING TO (E) RISERS, SEE PLUMBING DRAWINGS & WP9.03.
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GENERAL NOTES

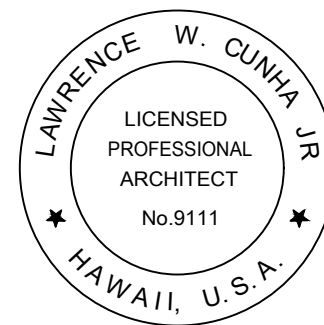
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Architect:



WCITARCHITECTURE

735 Kapiolani Boulevard, Suite C400 Honolulu, Hawaii 96813 P: 808.592.2345 F: 808.592.2350



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Consultant:



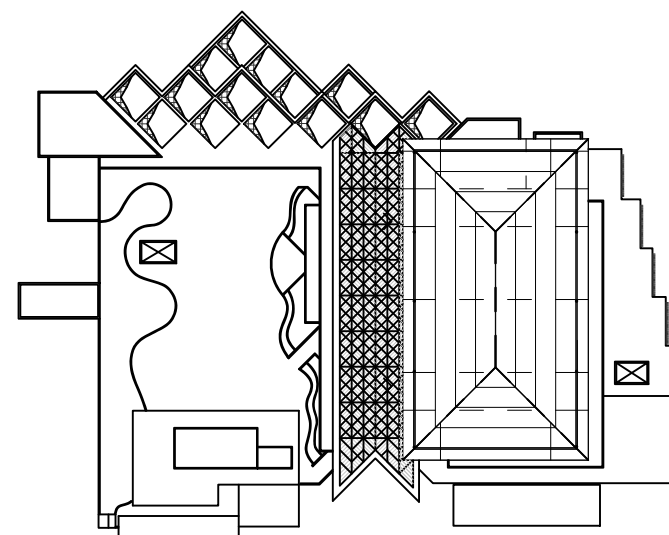
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100%
CONSTRUCTION
DOCUMENTS

Project:

HAWAII
CONVENTION
CENTER GUTTER
REPAIR AND ROOF
SAFETY ANCHOR

1801 Kalakaua Ave
Honolulu, Hawaii 96815



Drawing:

BALLROOM REFLECTED
CEILING PLAN

Revisions

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△	△
△	△
△	△

Phase:

Proj Number: 24110

Date: JULY 9, 2024

Sheet:

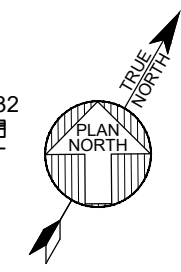
WP1.04

8 OF 19 SHEETS

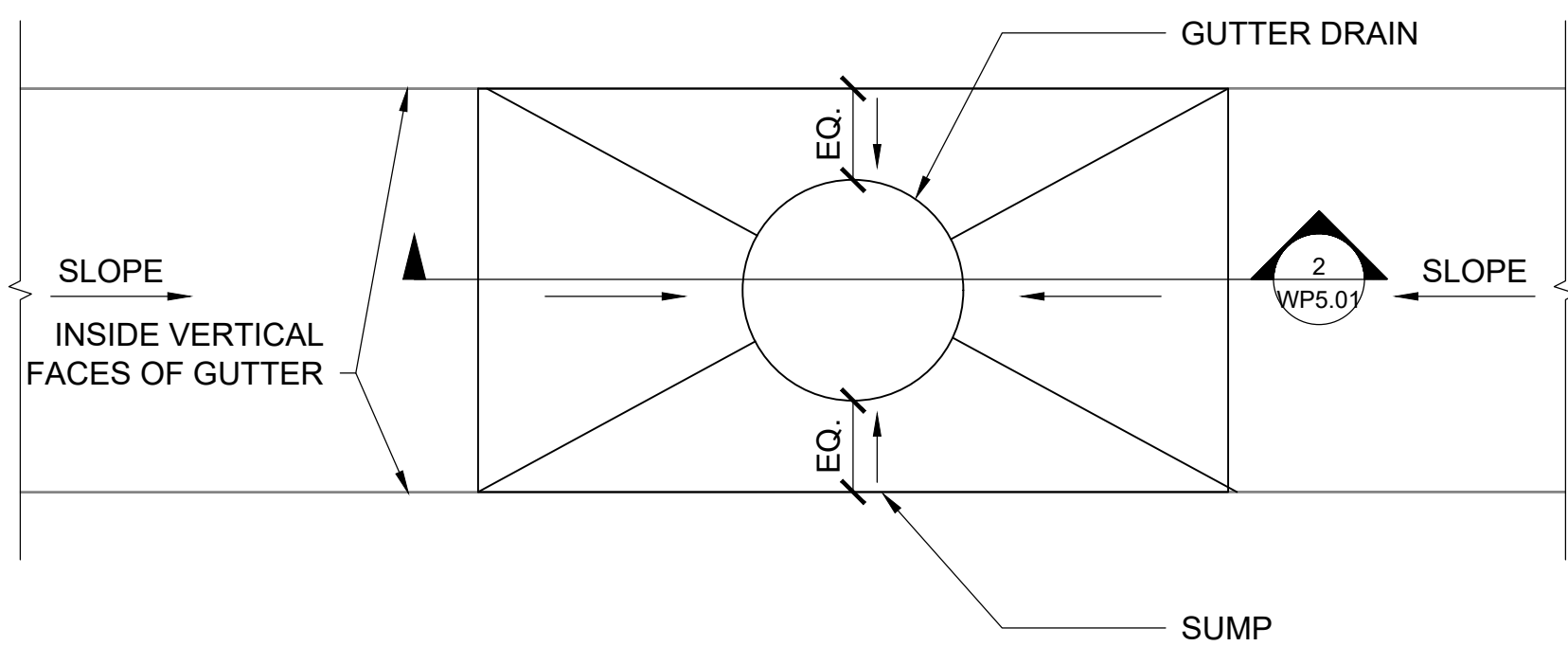
1 BALLROOM REFLECTED CEILING PLAN

WP1.04

16 12 8 4 0 16 32
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1 INCH AT FULL SCALE
IF NOT 1 INCH THIS DRAWING HAS
BEEN REPRODUCED
(NOT TO SCALE SHOWN)

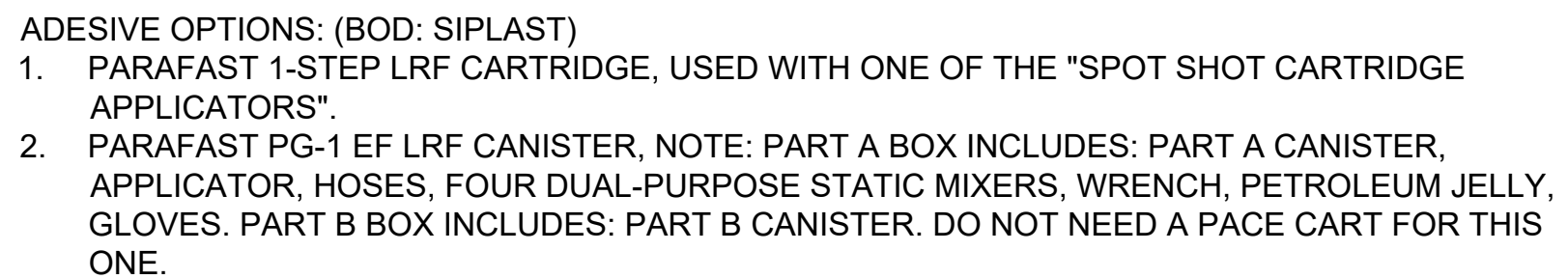


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DO NOT SCALE DETAILS.

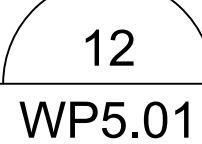
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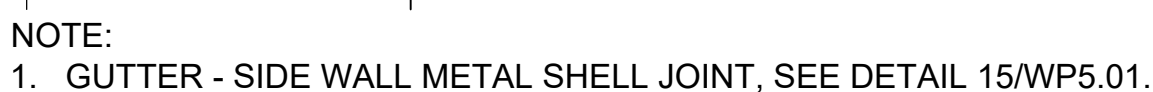
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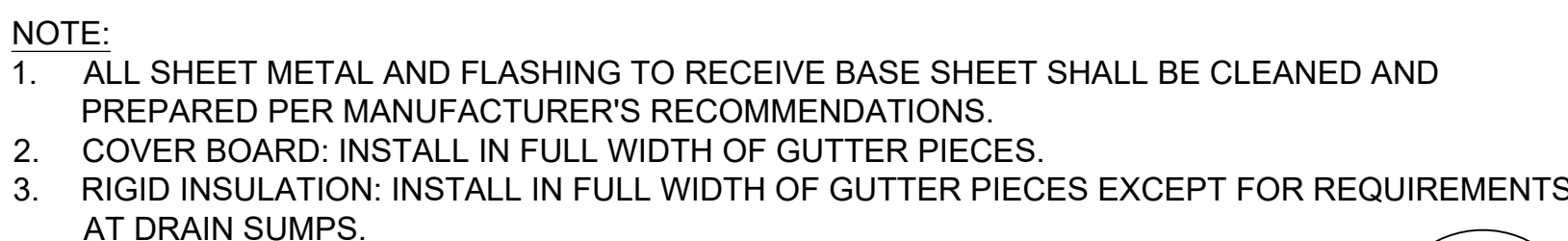
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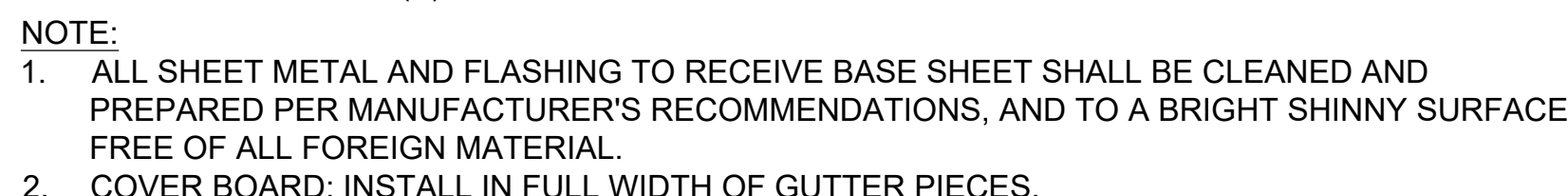
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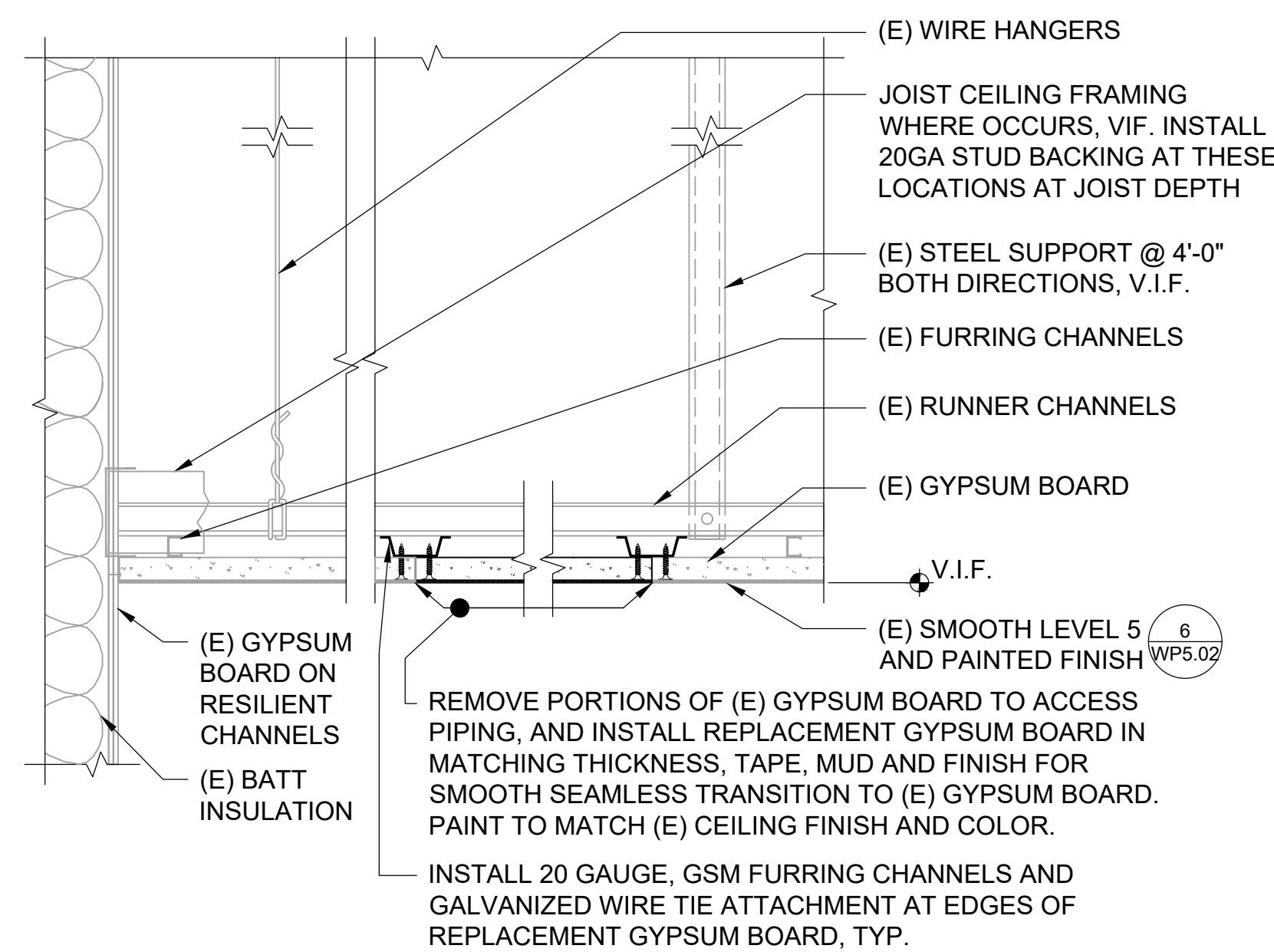


9 OF 19 SHEETS



1. CONTRACTOR SHALL VERIFY IN FIELD THE QUANTITY OF PIPES AND IF THEY DIFFER FROM HOW INDICATED ON PLANS.
2. CONTRACTOR SHALL DETERMINE THE AMOUNT OF WALL SHEATHING TO REMOVE AS THEIR MEANS & METHODS.
3. SCREWS: (BOD)SELF-DRILLING, BUGLE HEAD, CORROSION RESISTANT COATED SCREWS, TYPE 316 SS OR TYPE 410 SS. IN TYPE FOR ATTACHMENT TO METAL FRAMING, AND LENGTH TO PENETRATE METAL FRAMING/BACKING BY THREE THREADS.
4. SHEATHING: (BOD) DENSARMOR PLUS INTERIOR PANELS, FIREGRAD C BY GEORGIA PACIFIC WITH GLASS FACES EACH SIDE, OR APPROVED SUBSTITUTE.
5. PRIME AND PAINT REPLACED GYPSUM SHEATHING, MATCH EXISTING COLOR AND EXTEND PAINTED FINISH TO AN INSIDE, OR OUTSIDE CORNER.

SCALE: 3" = 12" NOTE: SOME ASSEMBLIES EXPLODED FOR CLARITY.
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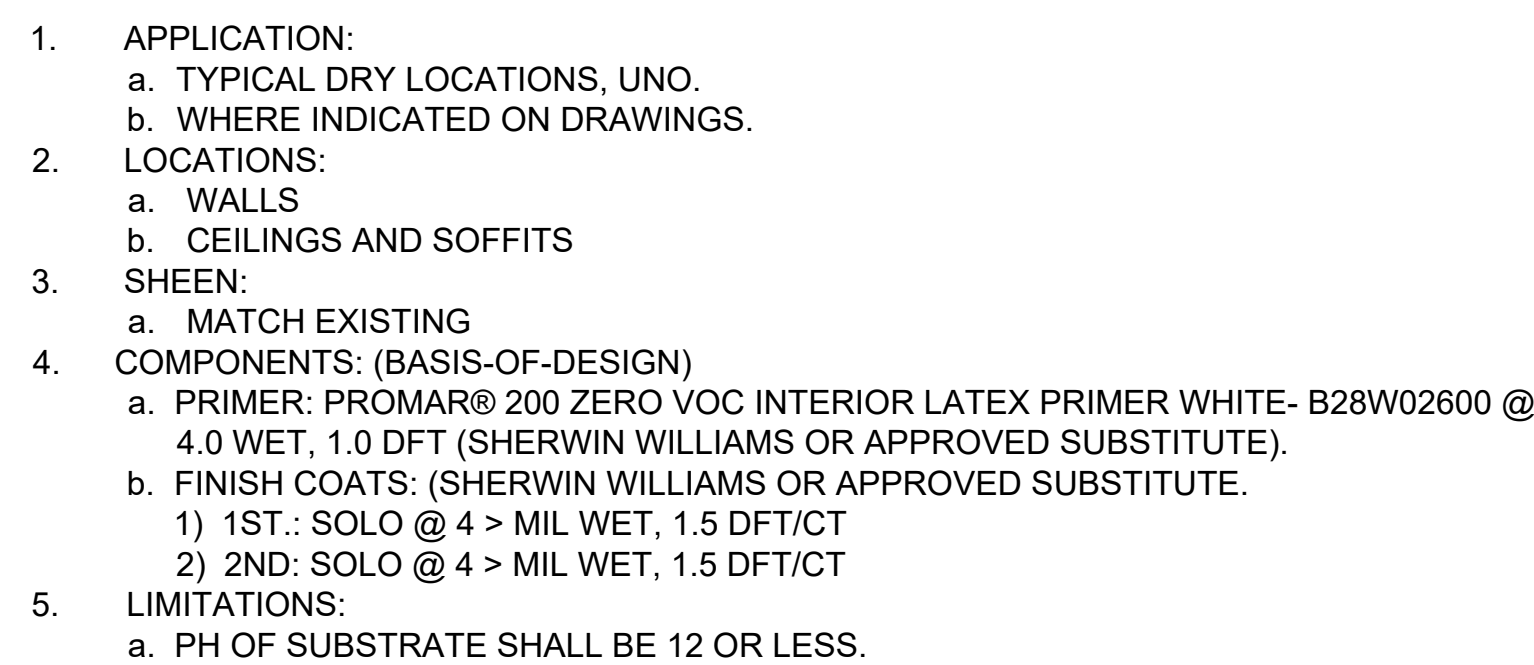
1. MATERIALS REMOVED ARE TO BE REPLACED LIKE IN KIND TO MATCH EXISTING CONDITIONS, TYP.
2. EXISTING HVAC DUCT WORK, LOW VOLTAGE CABLING, AND OTHER ITEMS WITHIN THE CEILING CAVEY NOT SHOWN, VERIFY ALL THESE IN FIELD AND PROTECT IN PLACE.
3. SCREWS: (BOD)SELF-DRILLING, BUGLE HEAD, CORROSION RESISTANT COATED SCREWS, TYPE 316 SS, OR TYPE 410 SS FOR ATTACHMENT TO METAL FRAMING, AND LENGTH TO PENETRATE METAL FRAMING/BACKING BY THREE THREADS

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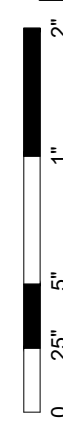
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FULL SIZE SHEET IS 30" x 42"



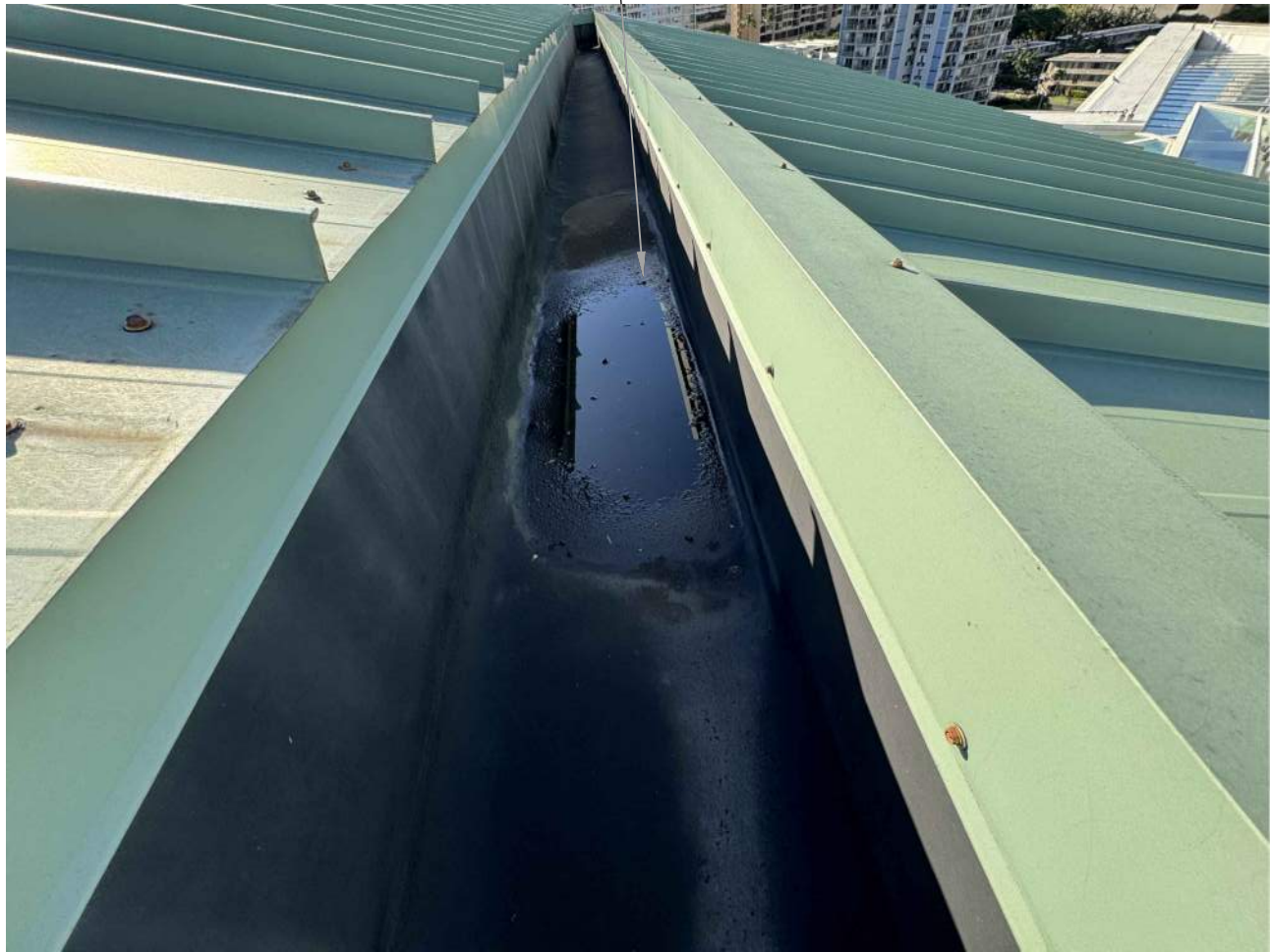
NOTE:
1. ALL (E) EXPOSED FASTENERS TO BE REMOVED AND REPLACED, REFER TO WP1.01 & WP1.02

EXISTING CONDITION PHOTO REFERENCE

13

WP9.01

N.T.S. DO NOT SCALE PHOTO REFERENCES.



NOTE:
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EXISTING CONDITION PHOTO REFERENCE

10

WP9.01

N.T.S. DO NOT SCALE PHOTO REFERENCES.



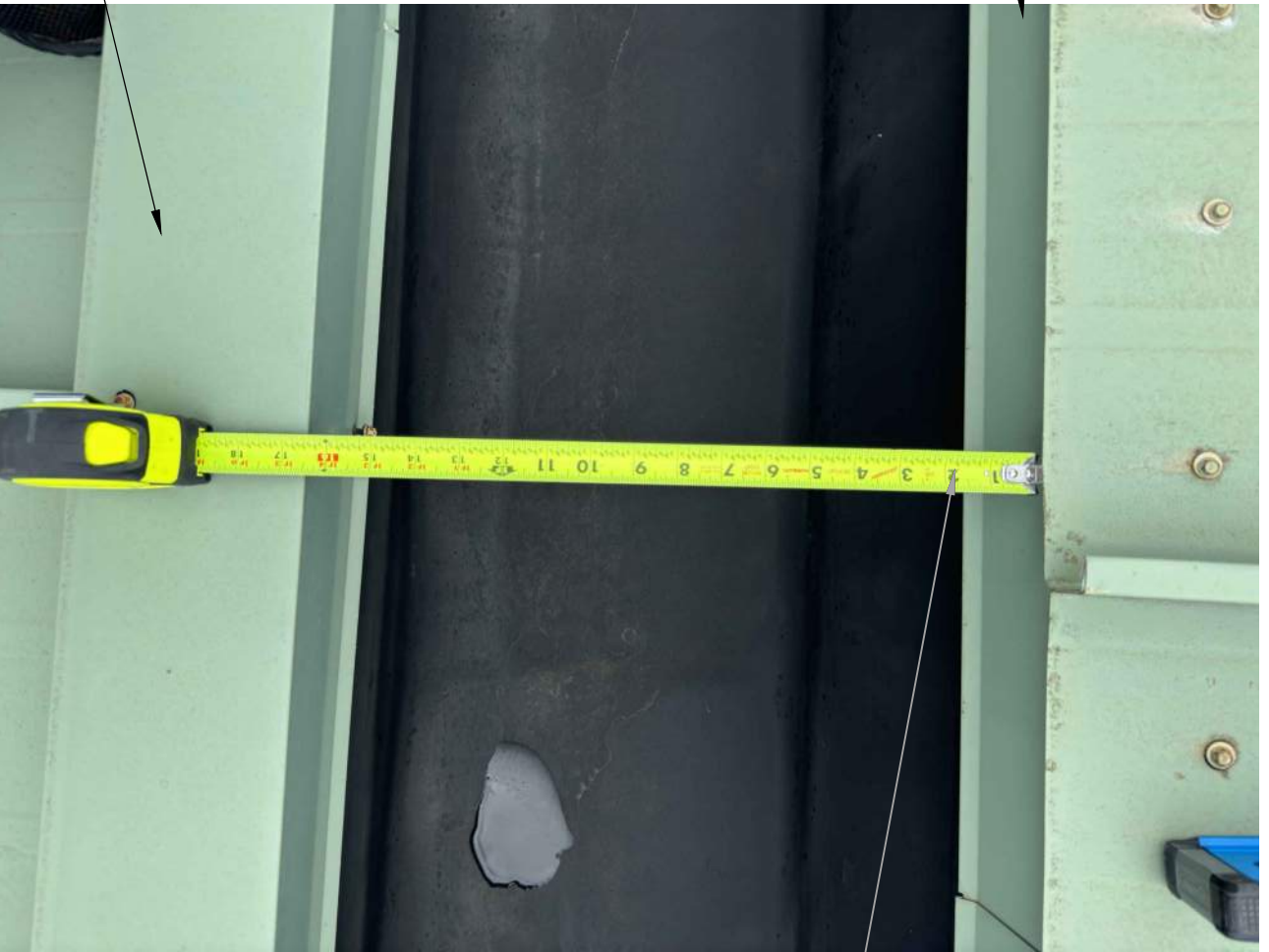
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EXISTING CONDITION PHOTO REFERENCE

7

WP9.01

N.T.S. DO NOT SCALE PHOTO REFERENCES.



EXISTING CONDITION PHOTO REFERENCE

4

WP9.01

N.T.S. DO NOT SCALE PHOTO REFERENCES.



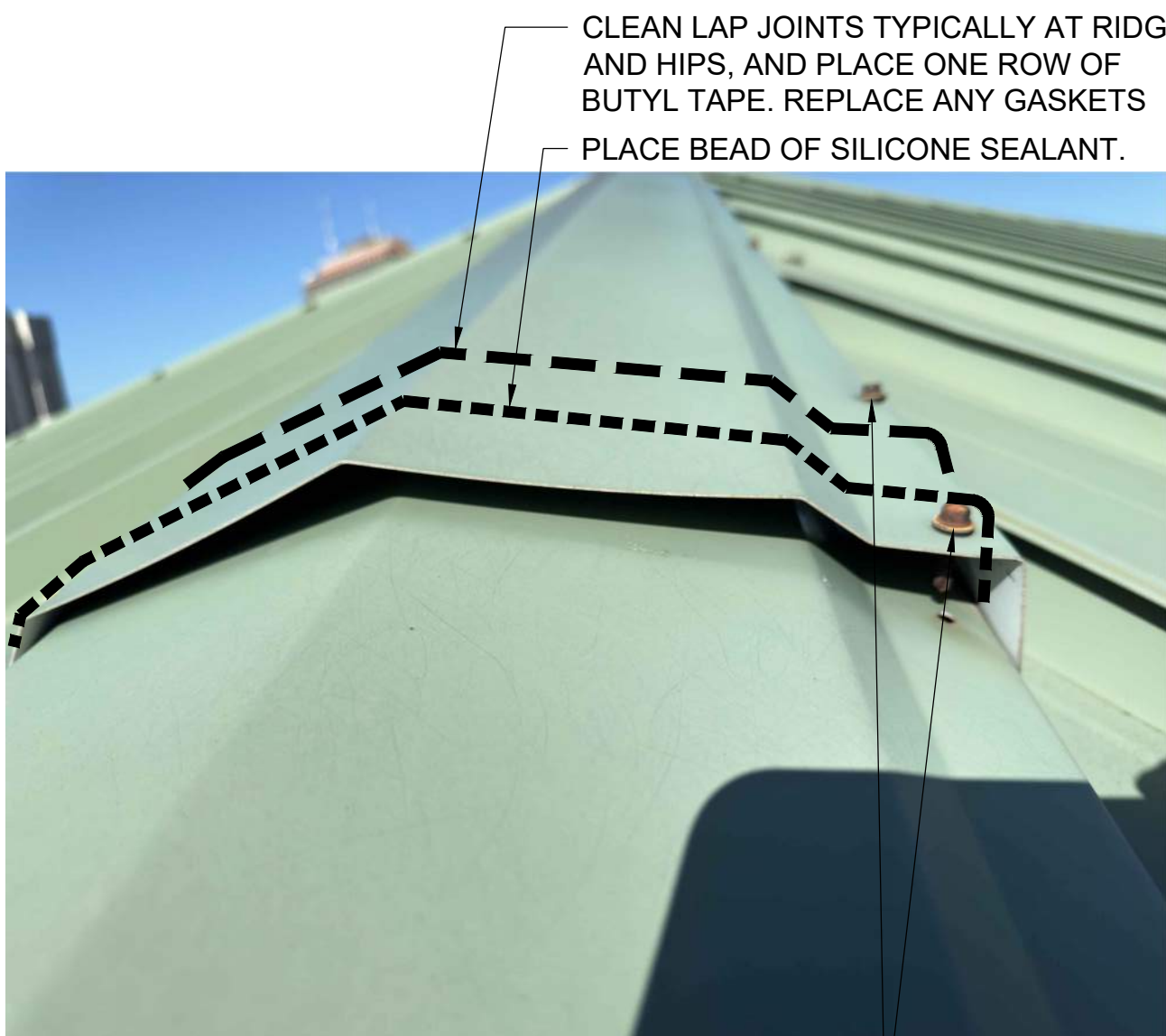
NOTE:
1. ALL (E) EXPOSED FASTENERS TO BE REMOVED AND REPLACED, REFER TO WP1.01 & WP1.02
2. LAPPED JOINT TREATMENT, SEE 6/WP9.01

EXISTING CONDITION PHOTO REFERENCE

1

WP9.01

N.T.S. DO NOT SCALE PHOTO REFERENCES.



NOTE:
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EXISTING CONDITION PHOTO REFERENCE

14

WP9.01

N.T.S. DO NOT SCALE PHOTO REFERENCES.



NOTE:
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EXISTING CONDITION PHOTO REFERENCE

11

WP9.01

N.T.S. DO NOT SCALE PHOTO REFERENCES.



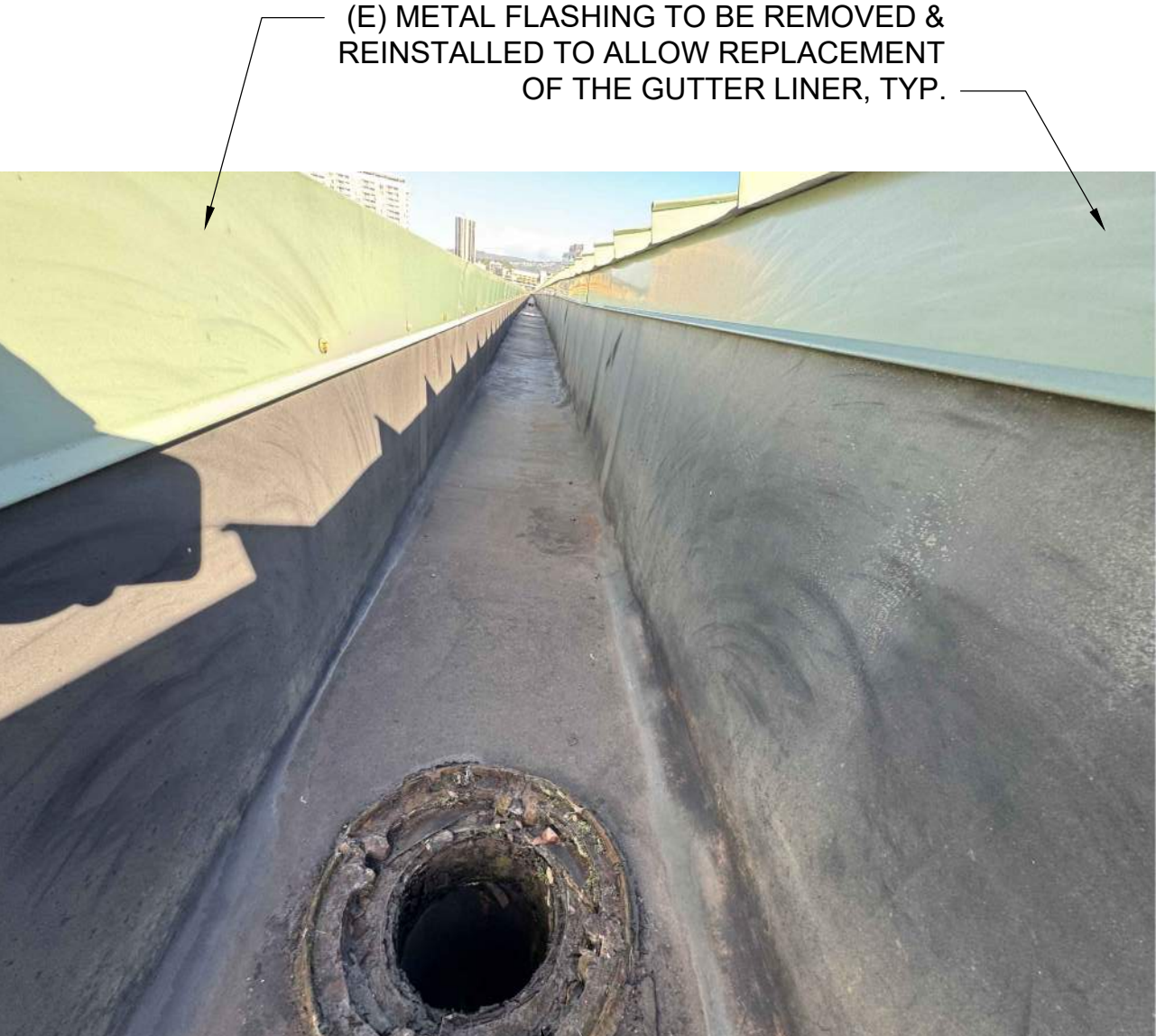
NOTE:
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EXISTING CONDITION PHOTO REFERENCE

8

WP9.01

N.T.S. DO NOT SCALE PHOTO REFERENCES.



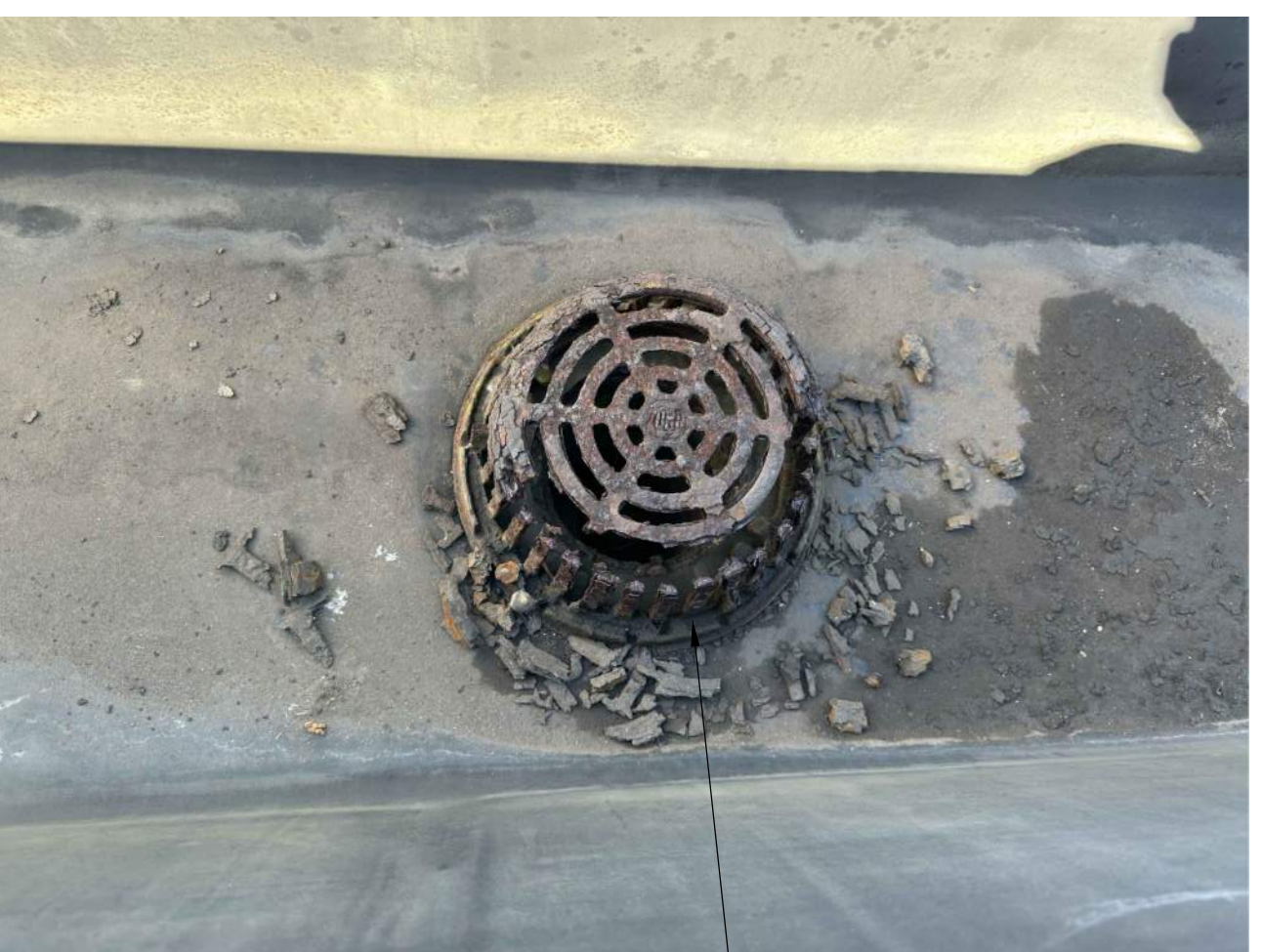
NOTE:
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EXISTING CONDITION PHOTO REFERENCE

5

WP9.01

N.T.S. DO NOT SCALE PHOTO REFERENCES.

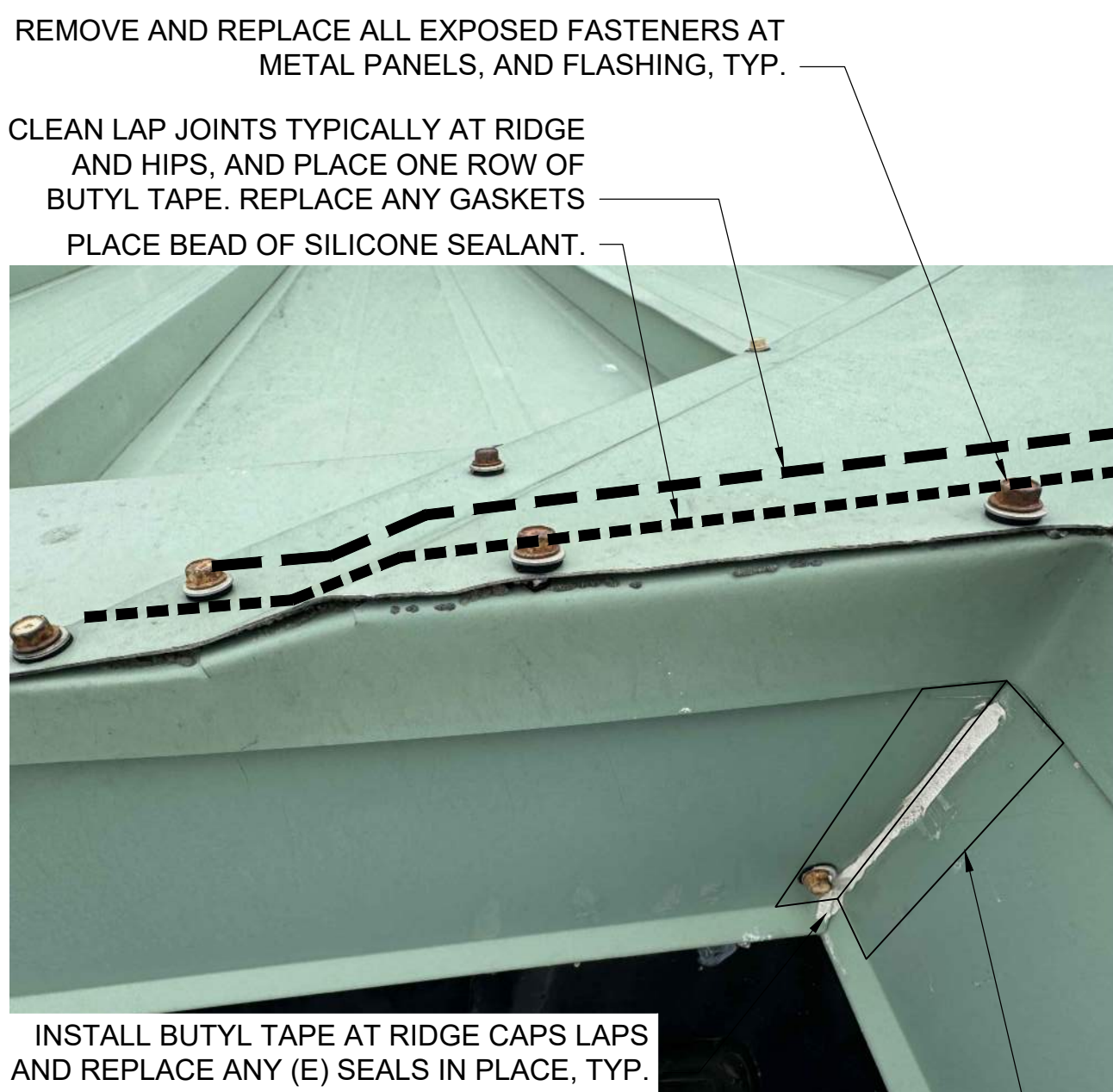


EXISTING CONDITION PHOTO REFERENCE

2

WP9.01

N.T.S. DO NOT SCALE PHOTO REFERENCES.



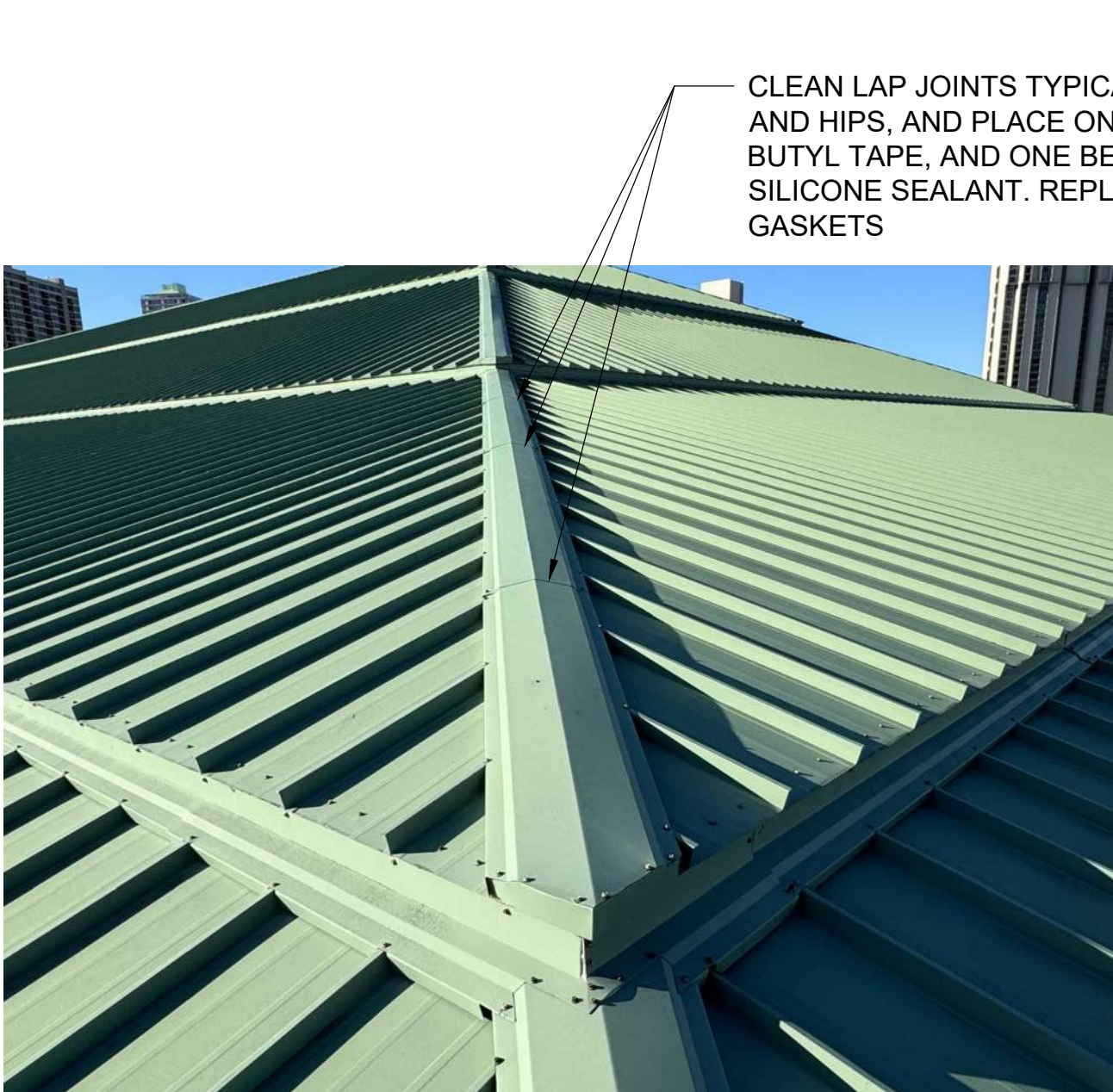
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EXISTING CONDITION PHOTO REFERENCE

15

WP9.01

N.T.S. DO NOT SCALE PHOTO REFERENCES.



NOTE:
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EXISTING CONDITION PHOTO REFERENCE

12

WP9.01

N.T.S. DO NOT SCALE PHOTO REFERENCES.



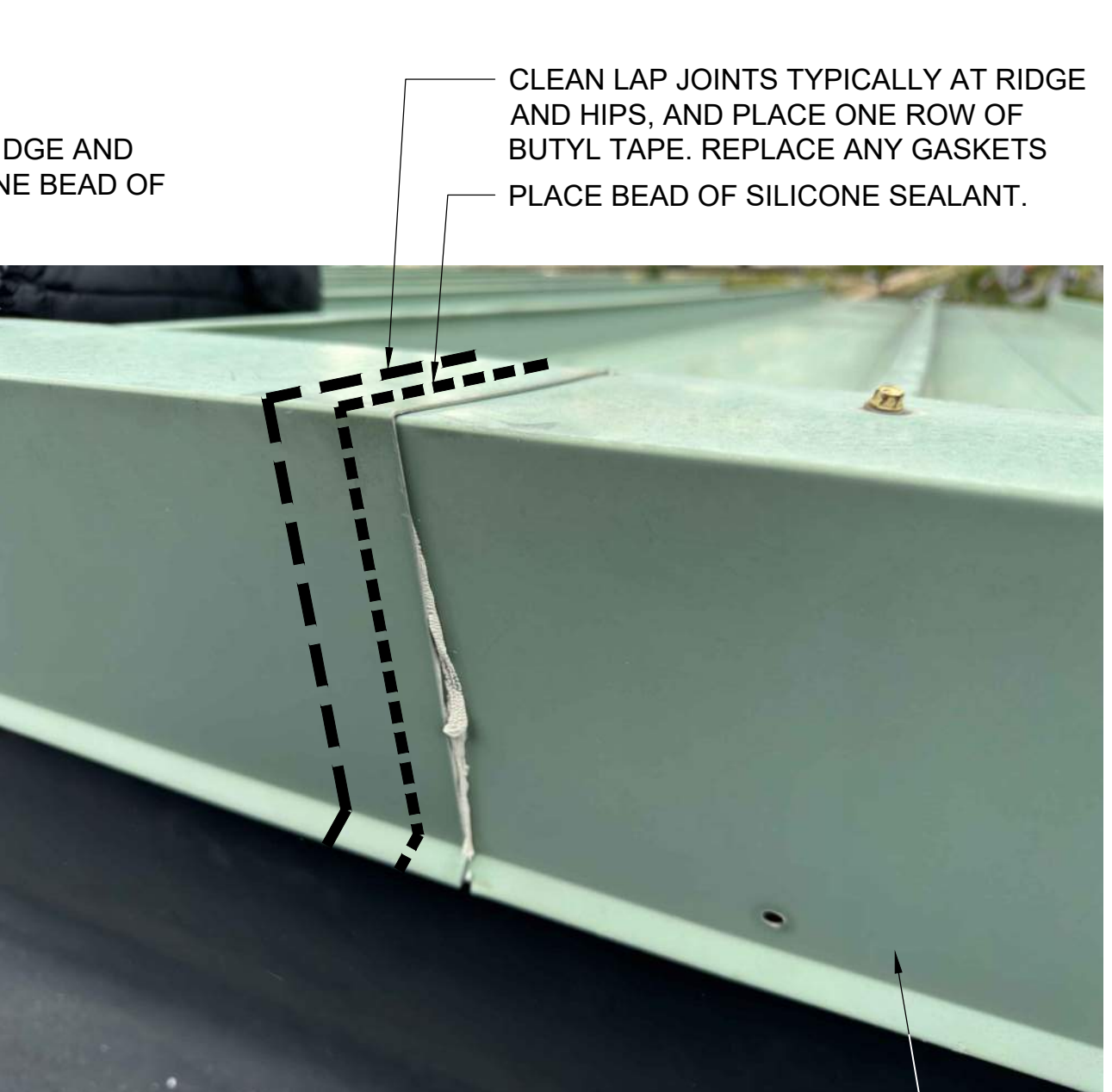
NOTE:
1. ALL (E) EXPOSED FASTENERS TO BE REMOVED AND REPLACED, REFER TO WP1.01 & WP1.02

EXISTING CONDITION PHOTO REFERENCE

9

WP9.01

N.T.S. DO NOT SCALE PHOTO REFERENCES.

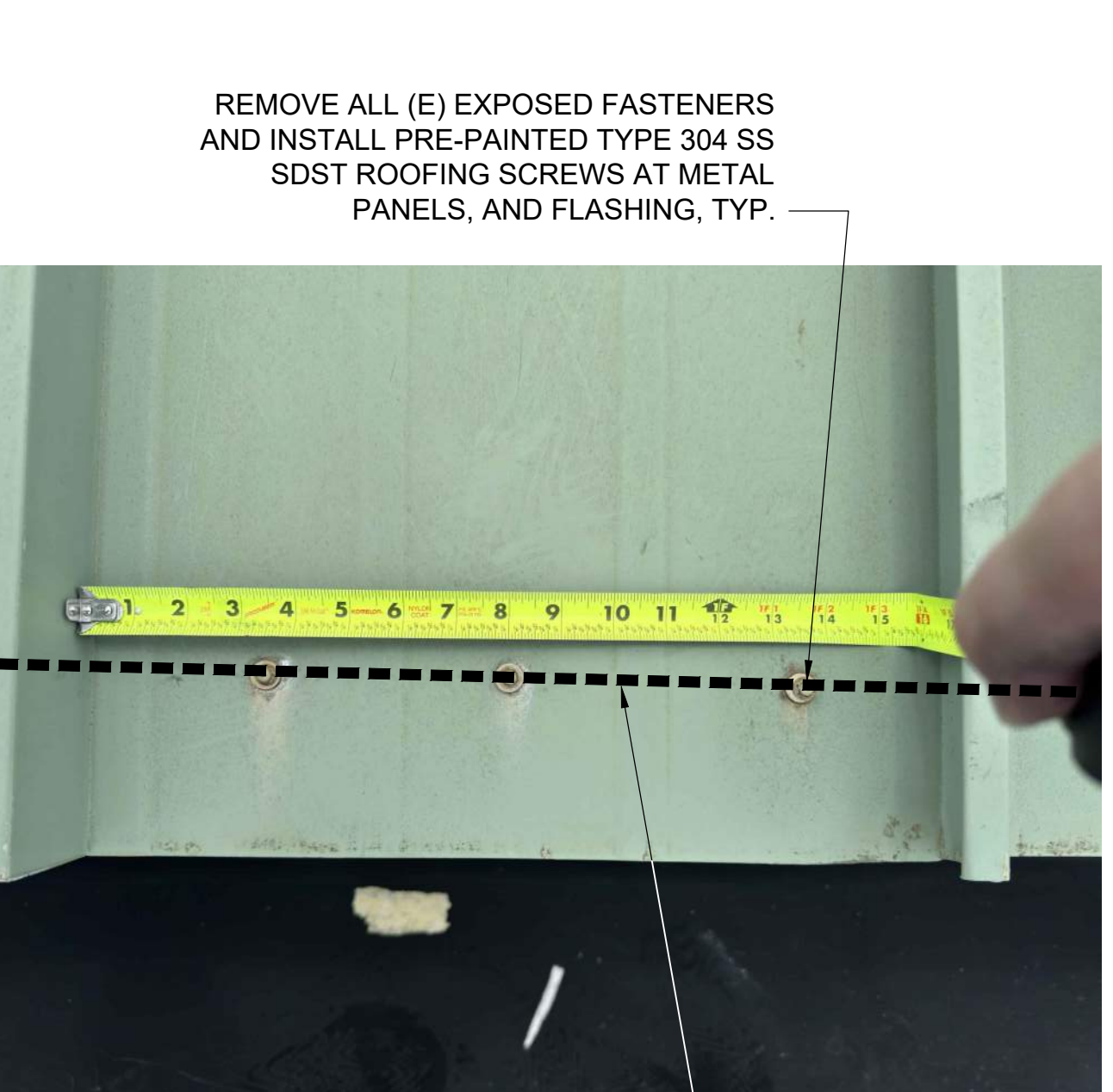


EXISTING CONDITION PHOTO REFERENCE

6

WP9.01

N.T.S. DO NOT SCALE PHOTO REFERENCES.



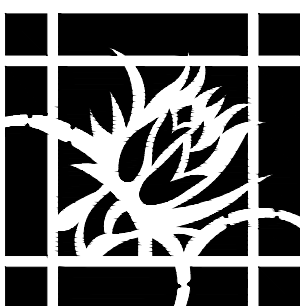
EXISTING CONDITION PHOTO REFERENCE

3

WP9.01

N.T.S. DO NOT SCALE PHOTO REFERENCES.

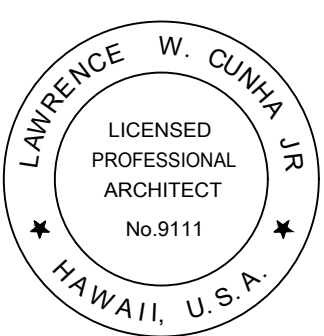
Architect:



WCITARCHITECTURE

725 Kapiolani Boulevard, Suite C400
Honolulu, Hawaii 96813

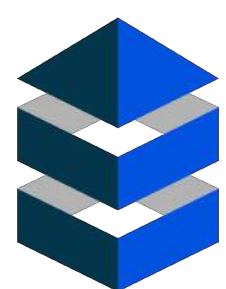
PH 808.592.2345
Fax 808.592.2350



THIS WORK WAS PREPARED BY ME OR UNDER MY SUPERVISION AND CONSTRUCTION OF THIS PROJECT WILL BE UNDER MY OBSERVATION.
Lawrence W. Cunha, Jr., AIA
NOTE: CONTRACTOR SHALL CHECK AND VERIFY ALL DIMENSIONS AT JOB BEFORE PROCEEDING WITH WORK.

4/30/26

Consultant:



Allana
Buick
Bers

Making Buildings Perform Better

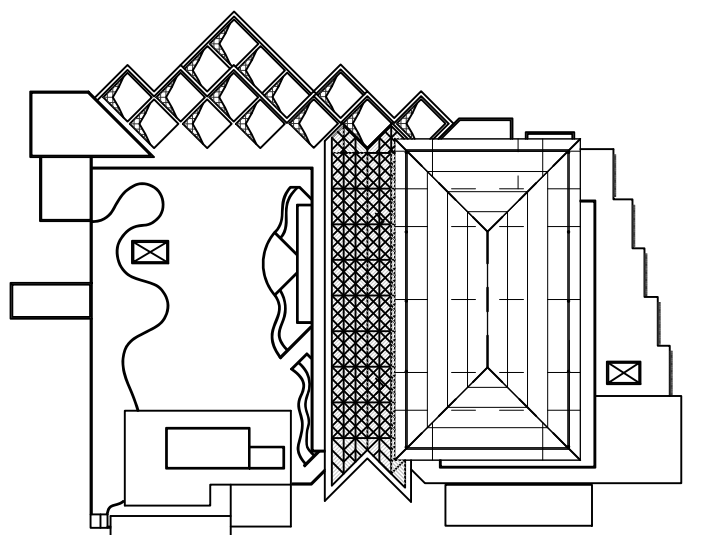
737 Bishop Street, Suite 2900 Honolulu, HI 96813
p 808.538.0115 f 808.538.0117 abbae.com

100%
CONSTRUCTION
DOCUMENTS

Project:

HAWAII
CONVENTION
CENTER GUTTER
REPAIR AND ROOF
SAFETY ANCHOR

1801 Kalakaua Ave
Honolulu, Hawaii. 96815



Drawing:

EXISTING CONDITIONS
PHOTO REFERENCES

Revisions

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Phase:

Proj Number: 24110

Date: JULY 9, 2024

Sheet:

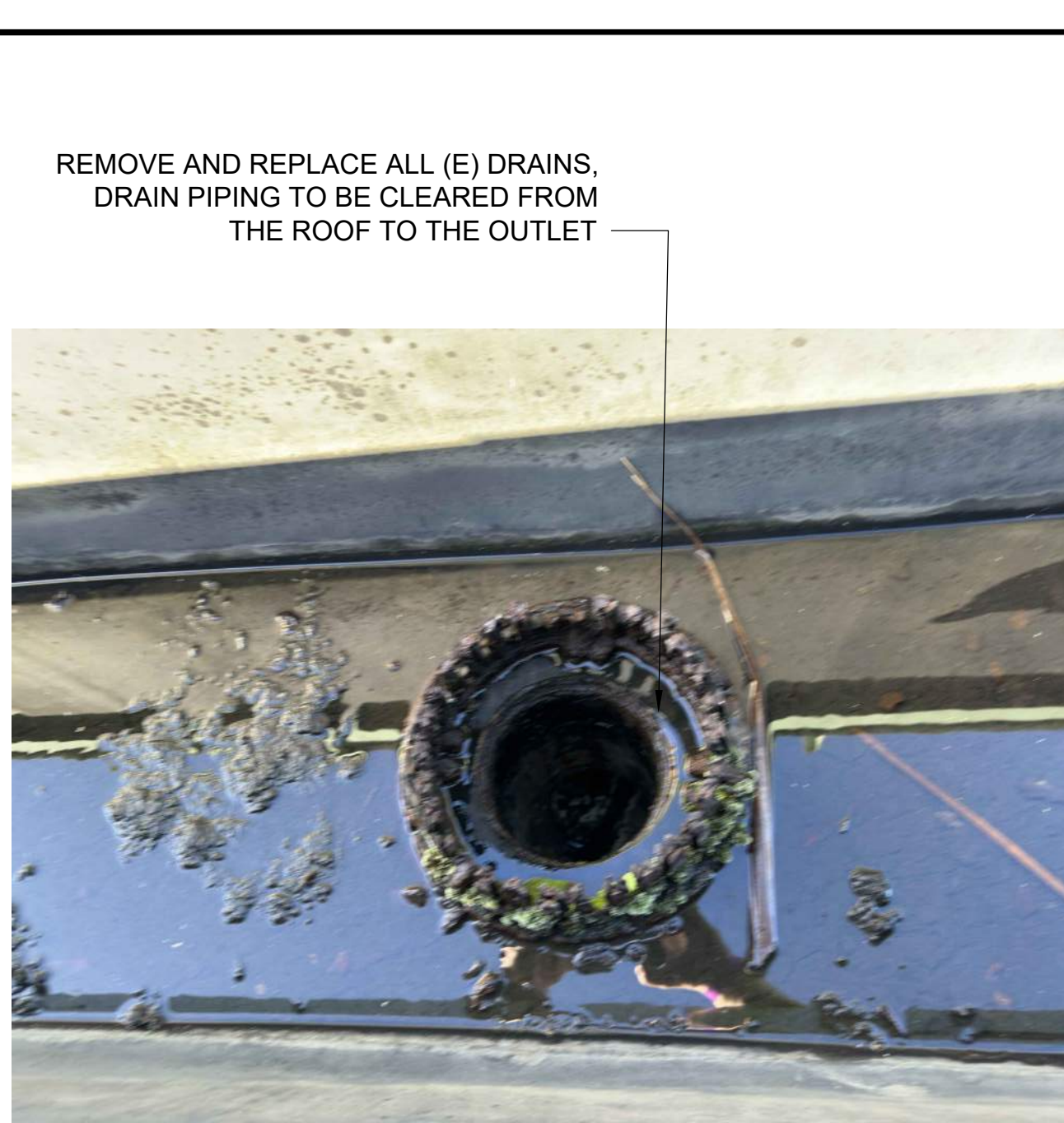
WP9.01

11 OF 19 SHEETS

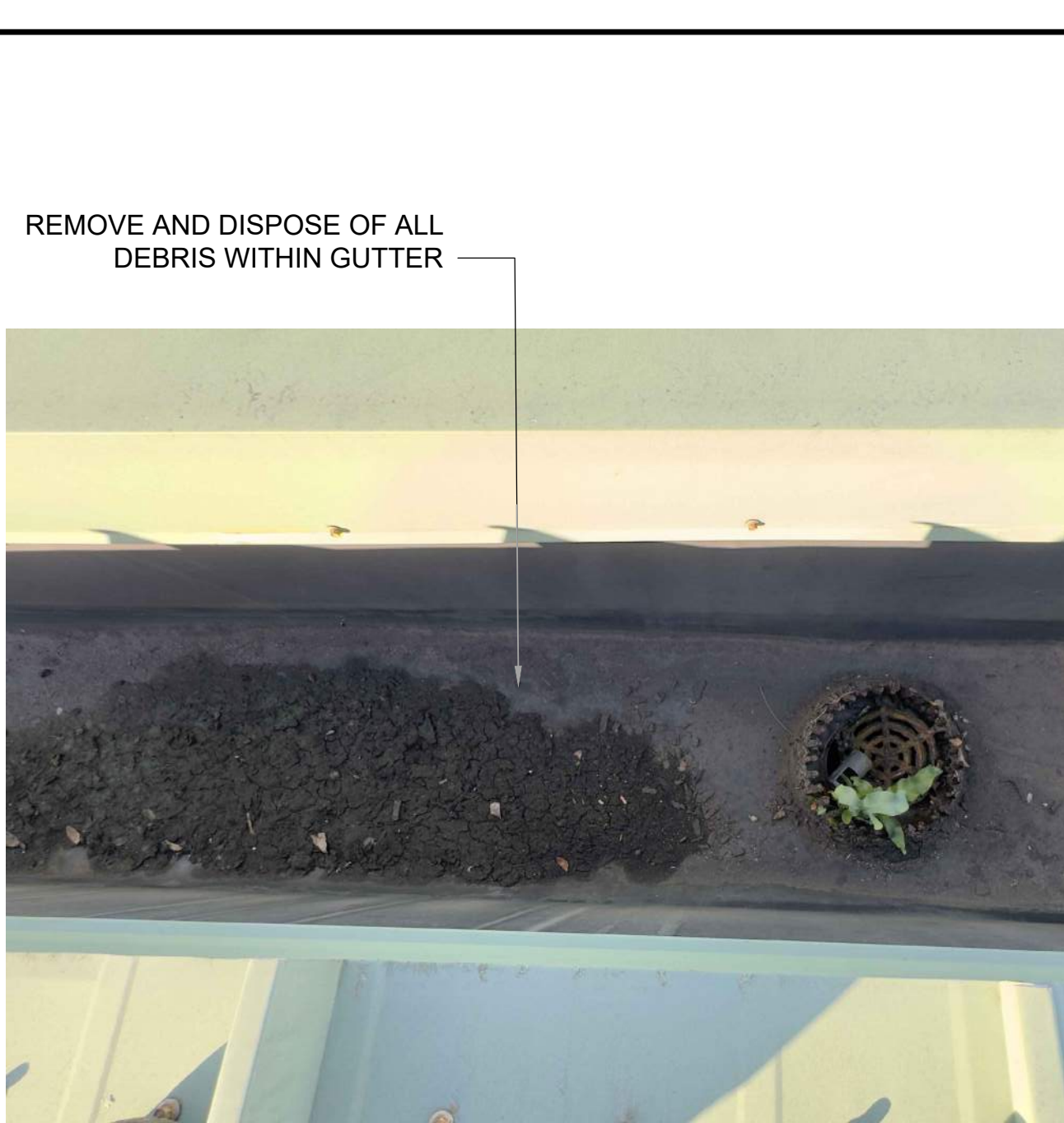
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FULL SIZE SHEET IS 30" x 42"

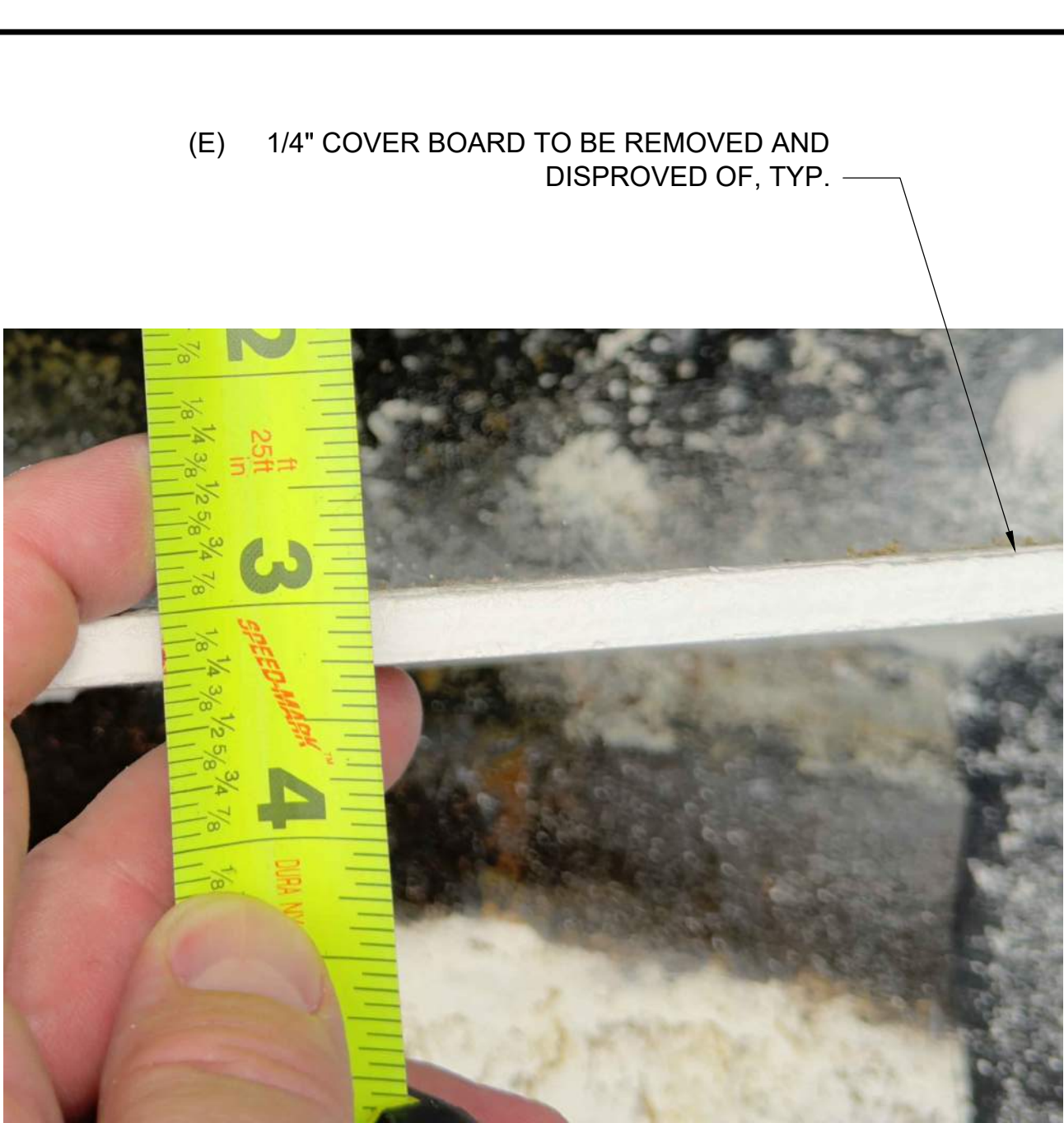
13/04/2024 3:46:36 PM H:\Projects\2024\24-8755-01 WCIT HCC Ballroom Roof Gutter DES\05-C\Drawings\Working Set\40418 - WP9.01 - PHOTO REFERENCES.dwg, 7/9/2024 5:17:20 PM, ARCH: JILL BIRD E1 (20.00 x 42.00 inches), © COPYRIGHT ALLANA BUICK & BERS, INC. 2023



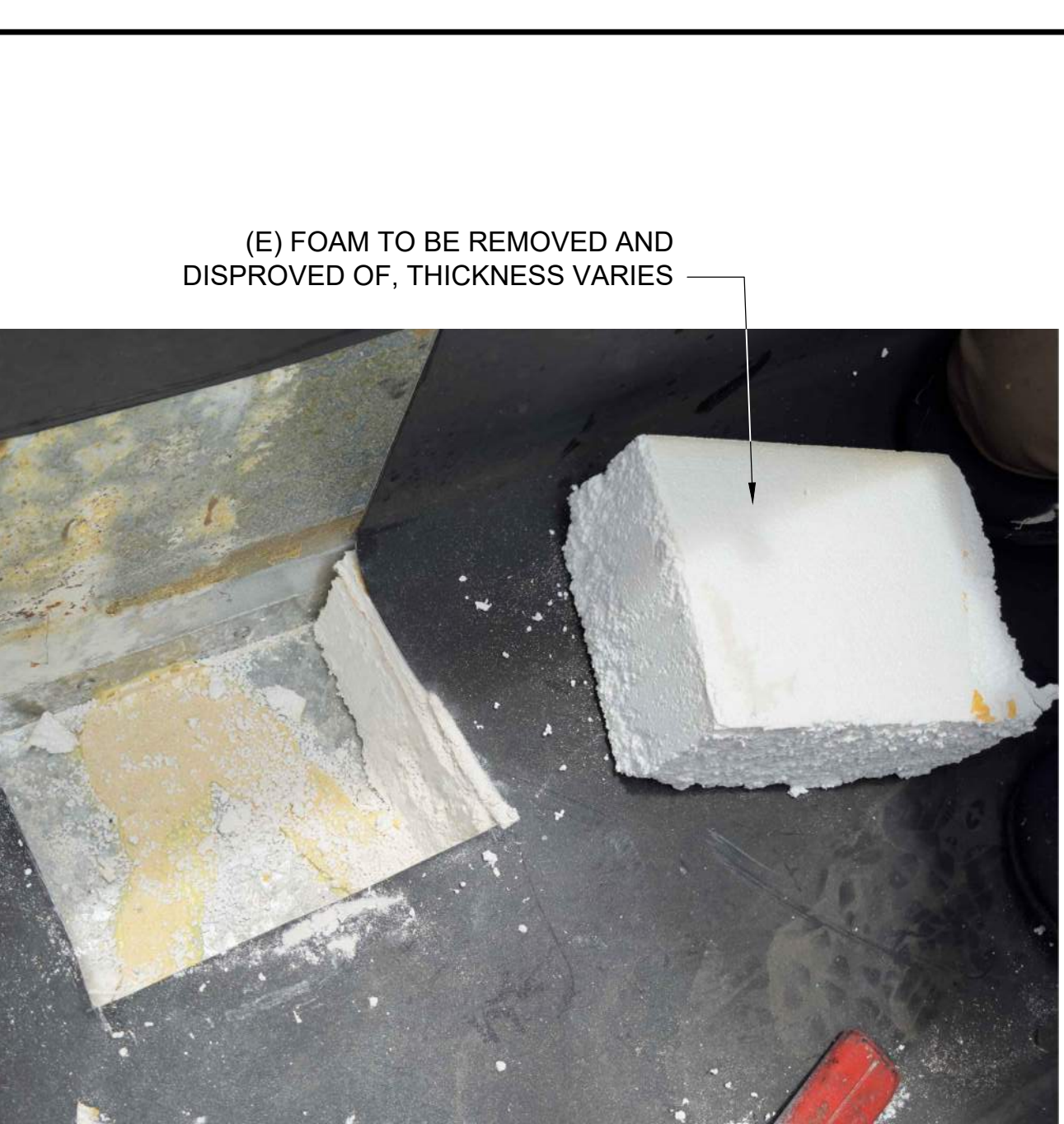
NOTE:
1. ALL (E) EXPOSED FASTENERS TO BE REMOVED AND REPLACED, REFER TO WP1.01 & WP1.02
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N.T.S. DO NOT SCALE PHOTO REFERENCES.



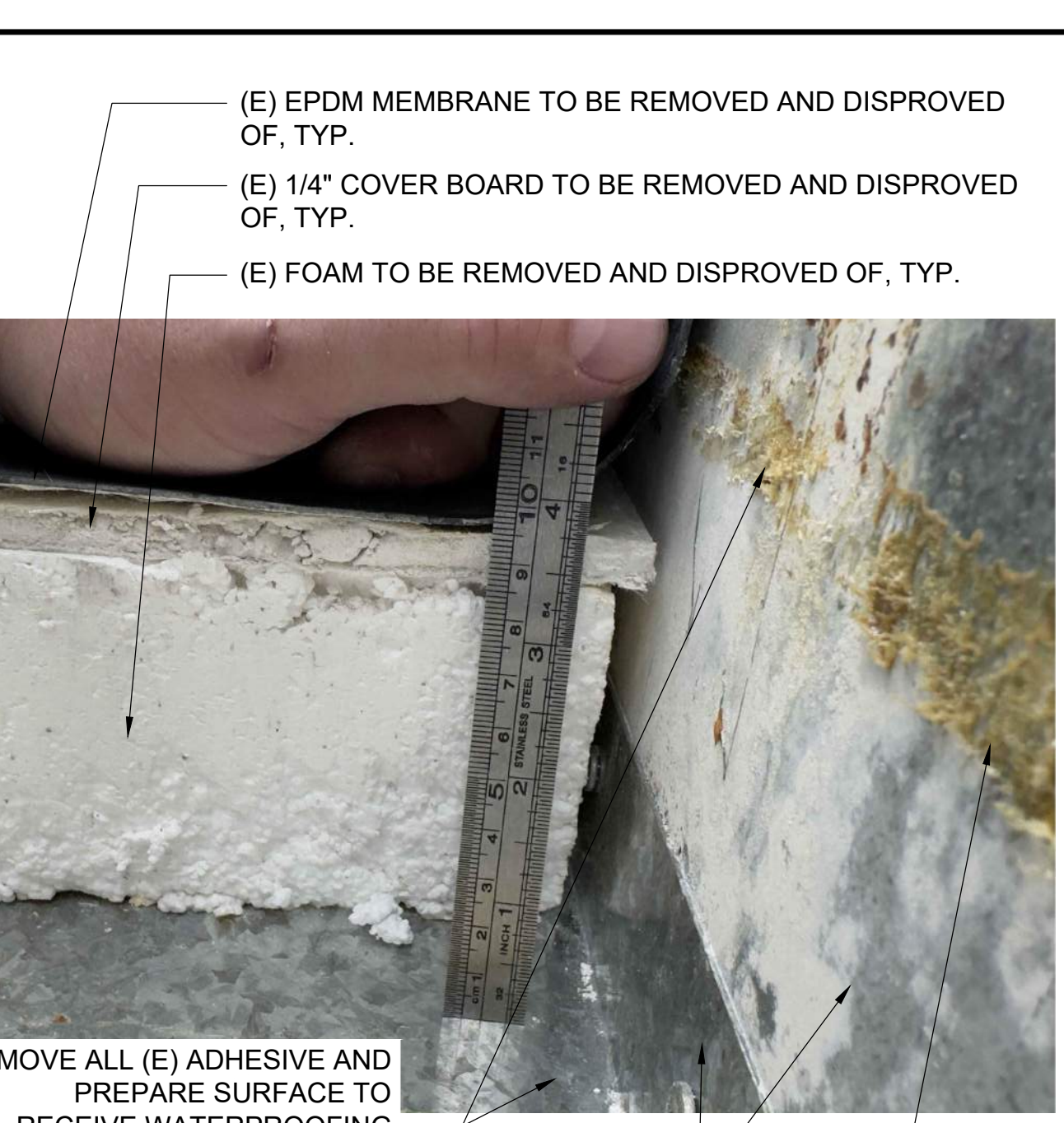
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EXISTING CONDITION PHOTO REFERENCE 10 WP9.02
N.T.S. DO NOT SCALE PHOTO REFERENCES.



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N.T.S. DO NOT SCALE PHOTO REFERENCES.



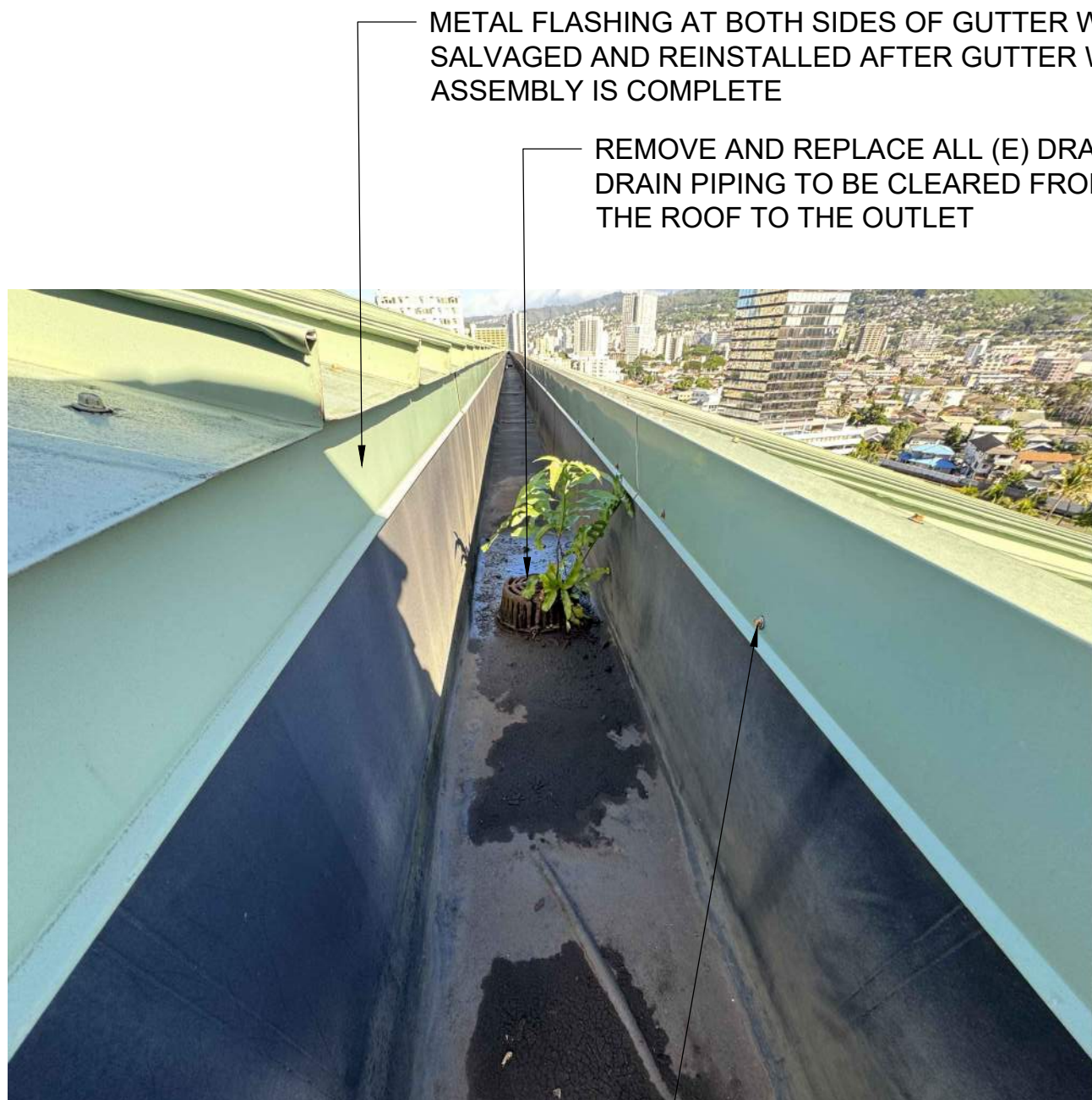
EXISTING CONDITION PHOTO REFERENCE 4 WP9.02
N.T.S. DO NOT SCALE PHOTO REFERENCES.



EXISTING CONDITION PHOTO REFERENCE 1 WP9.02
N.T.S. DO NOT SCALE PHOTO REFERENCES.



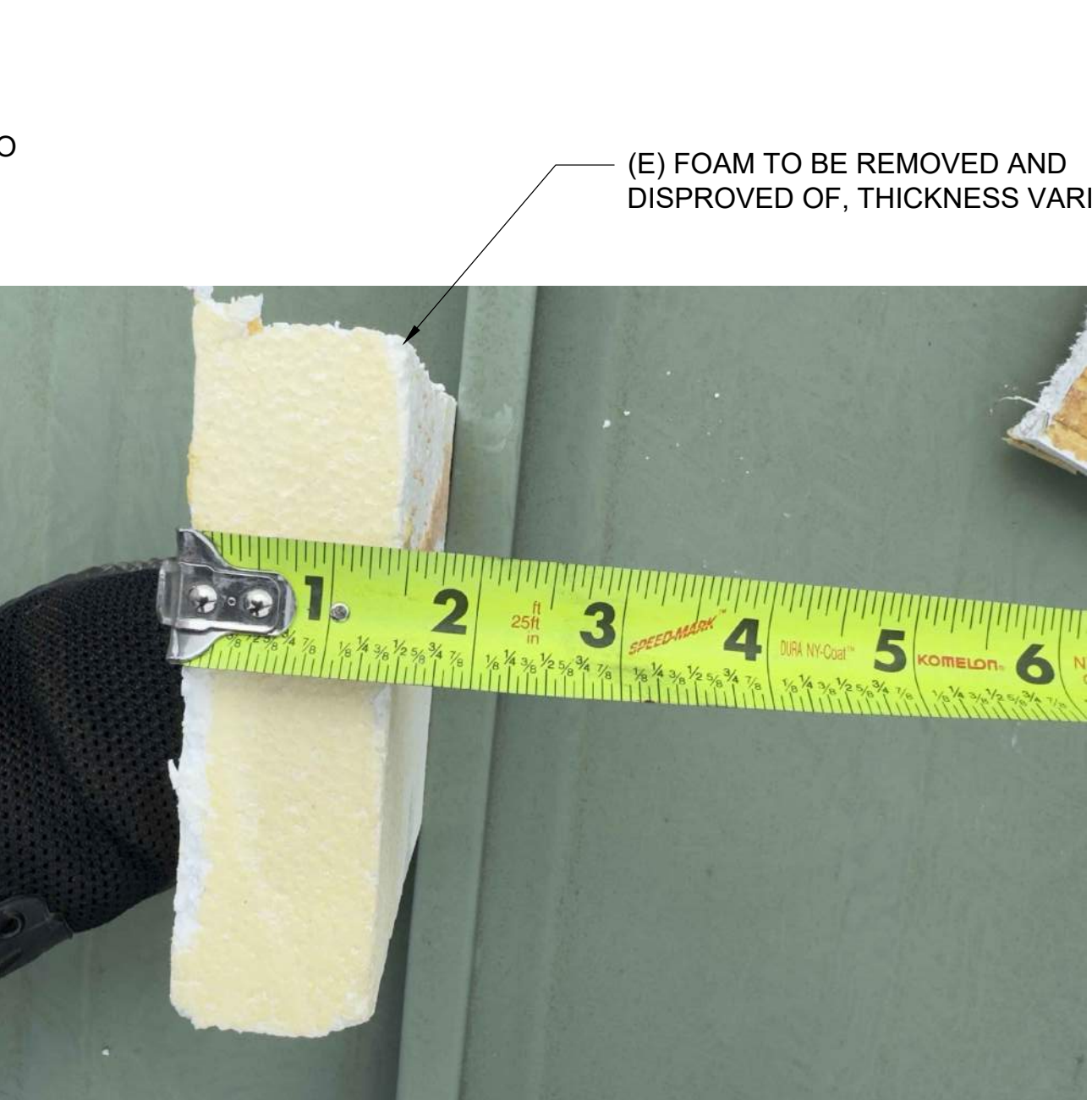
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N.T.S. DO NOT SCALE PHOTO REFERENCES.



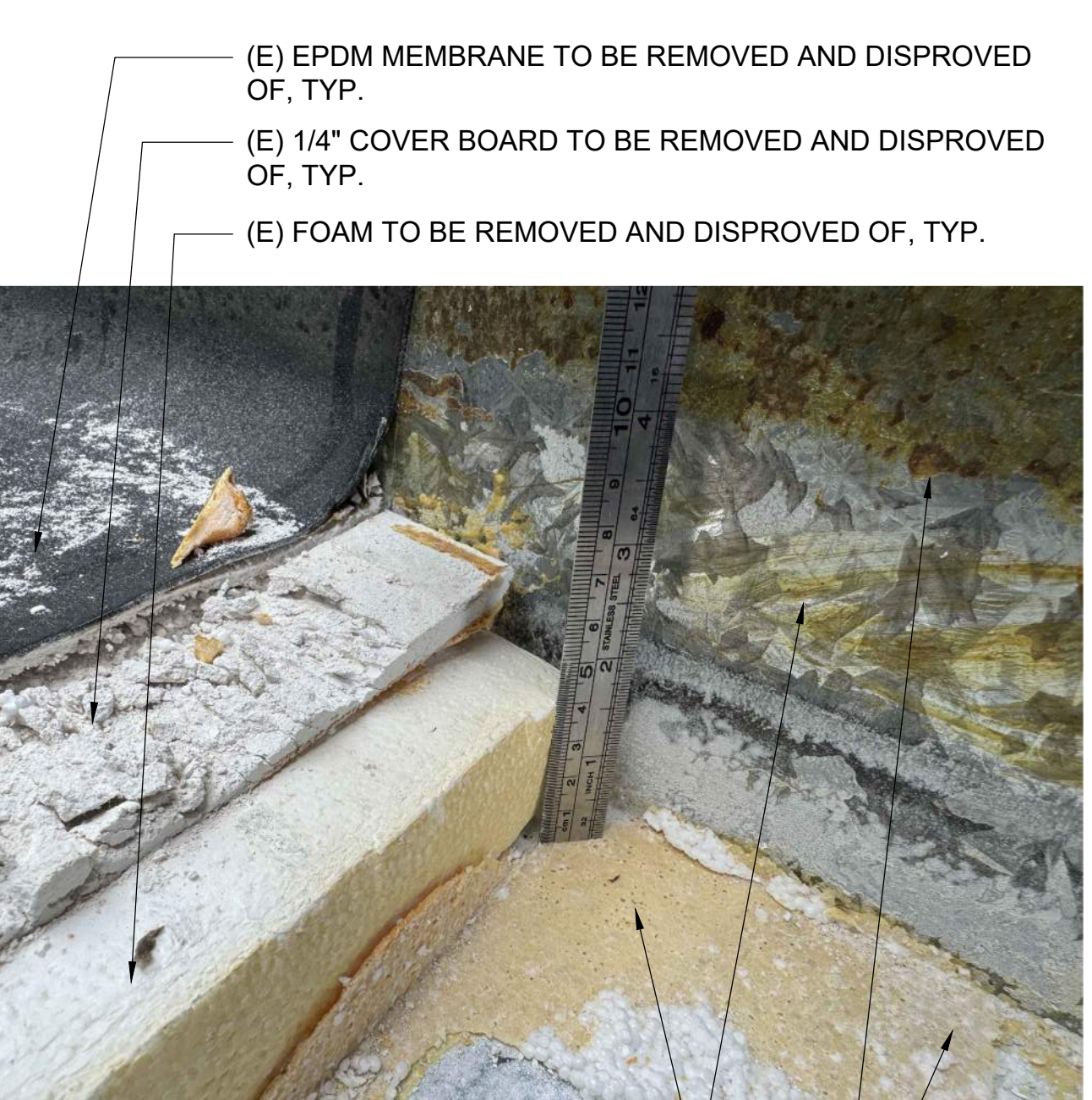
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EXISTING CONDITION PHOTO REFERENCE 11 WP9.02
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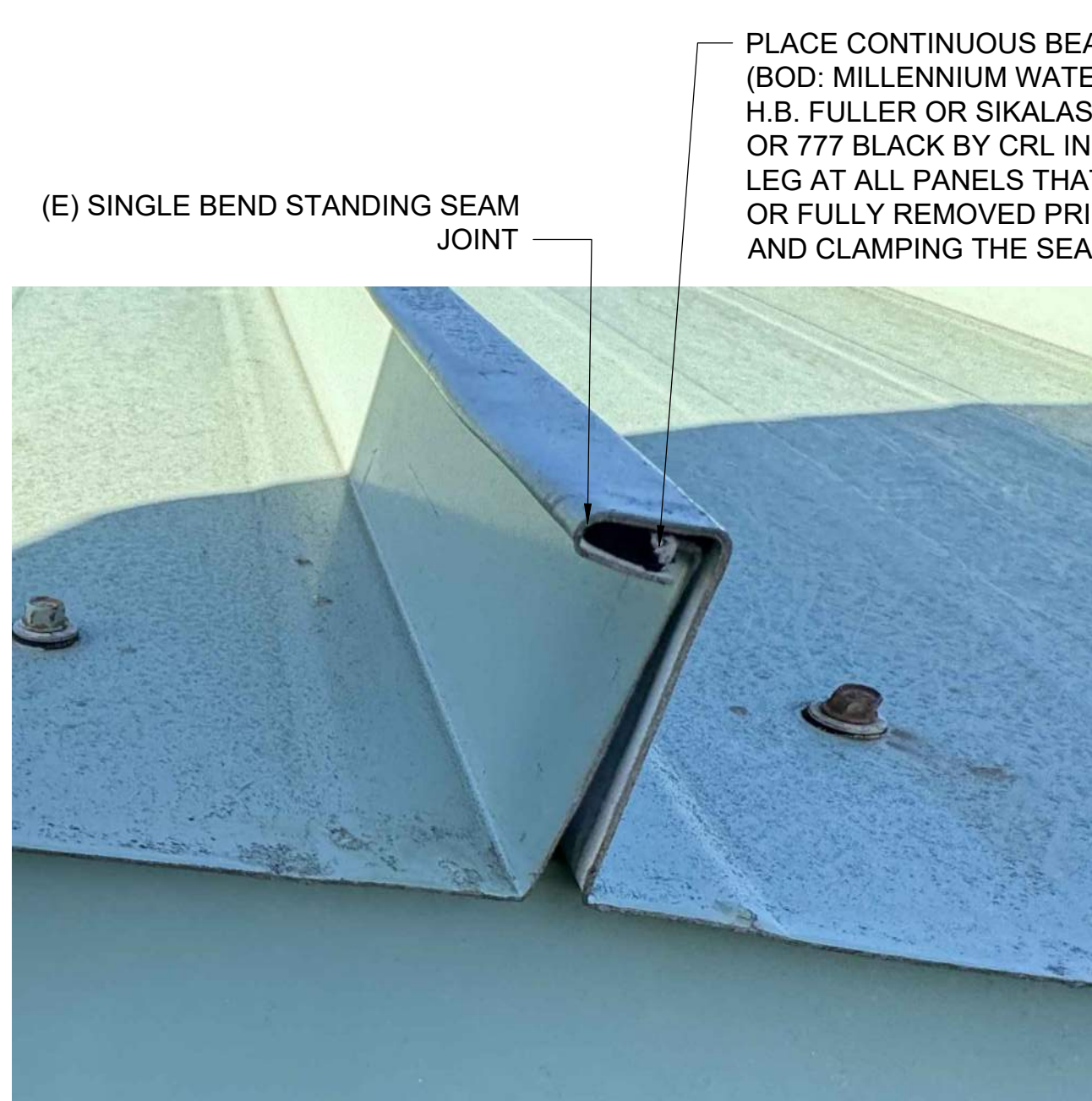
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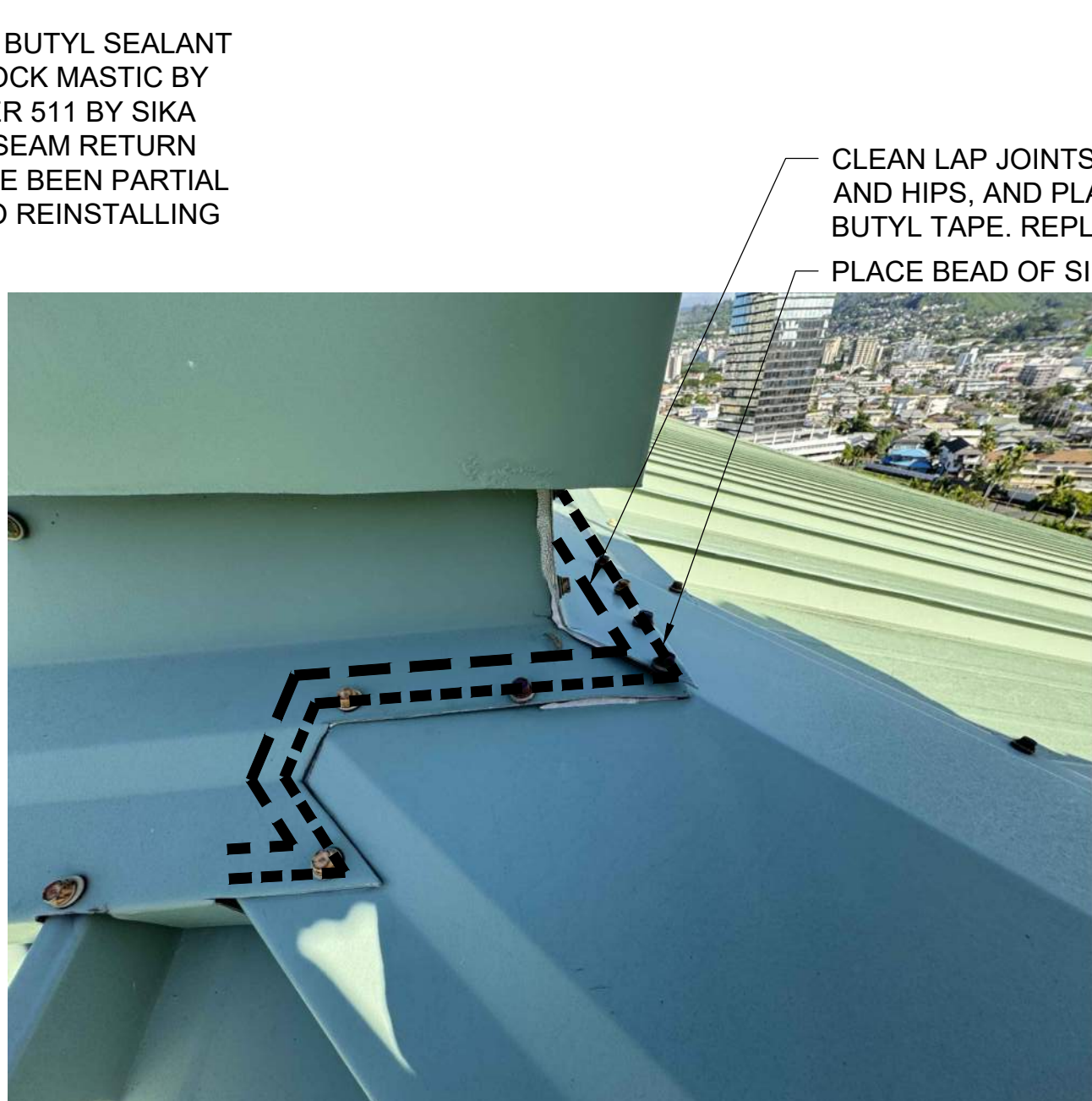
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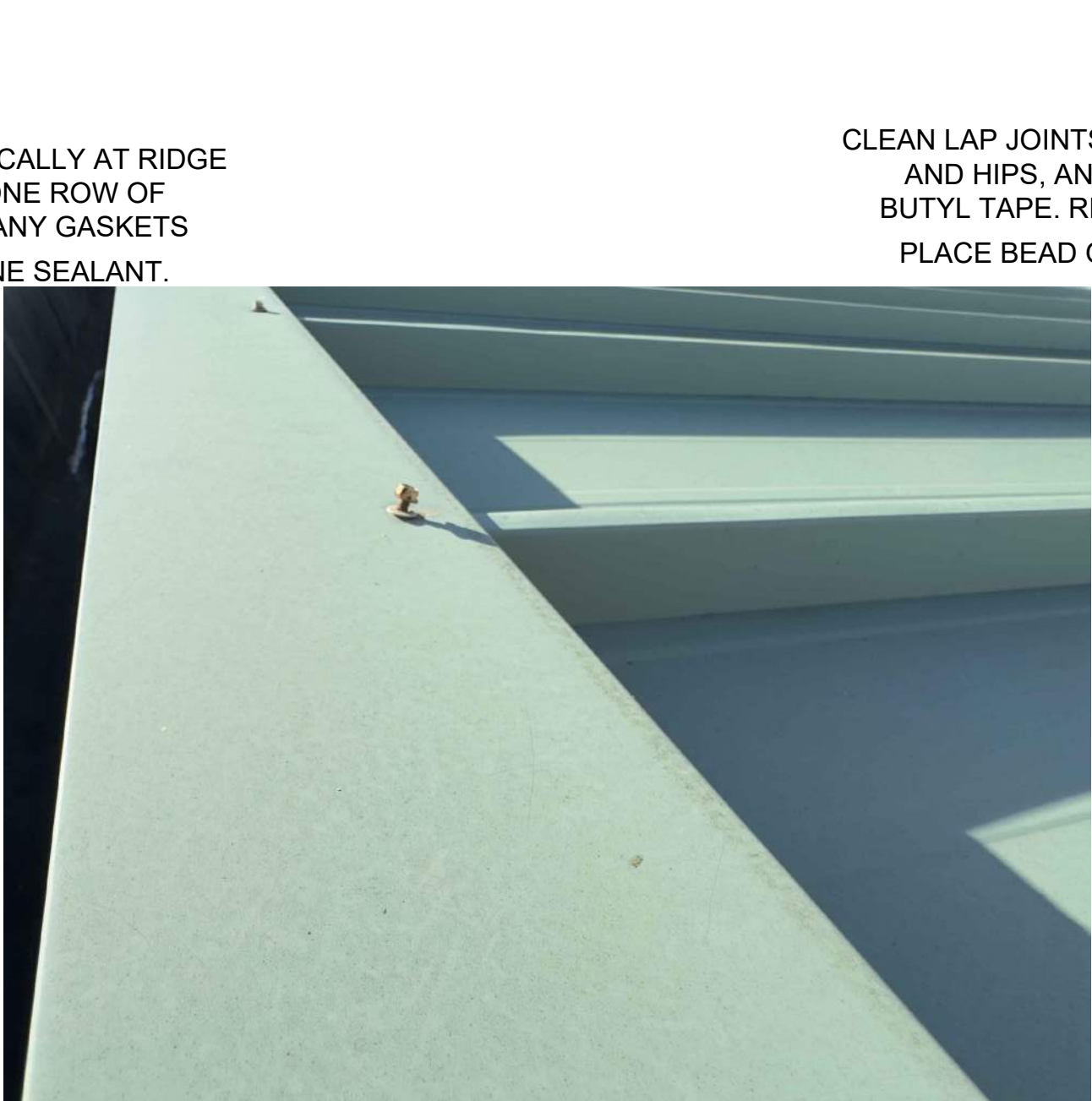
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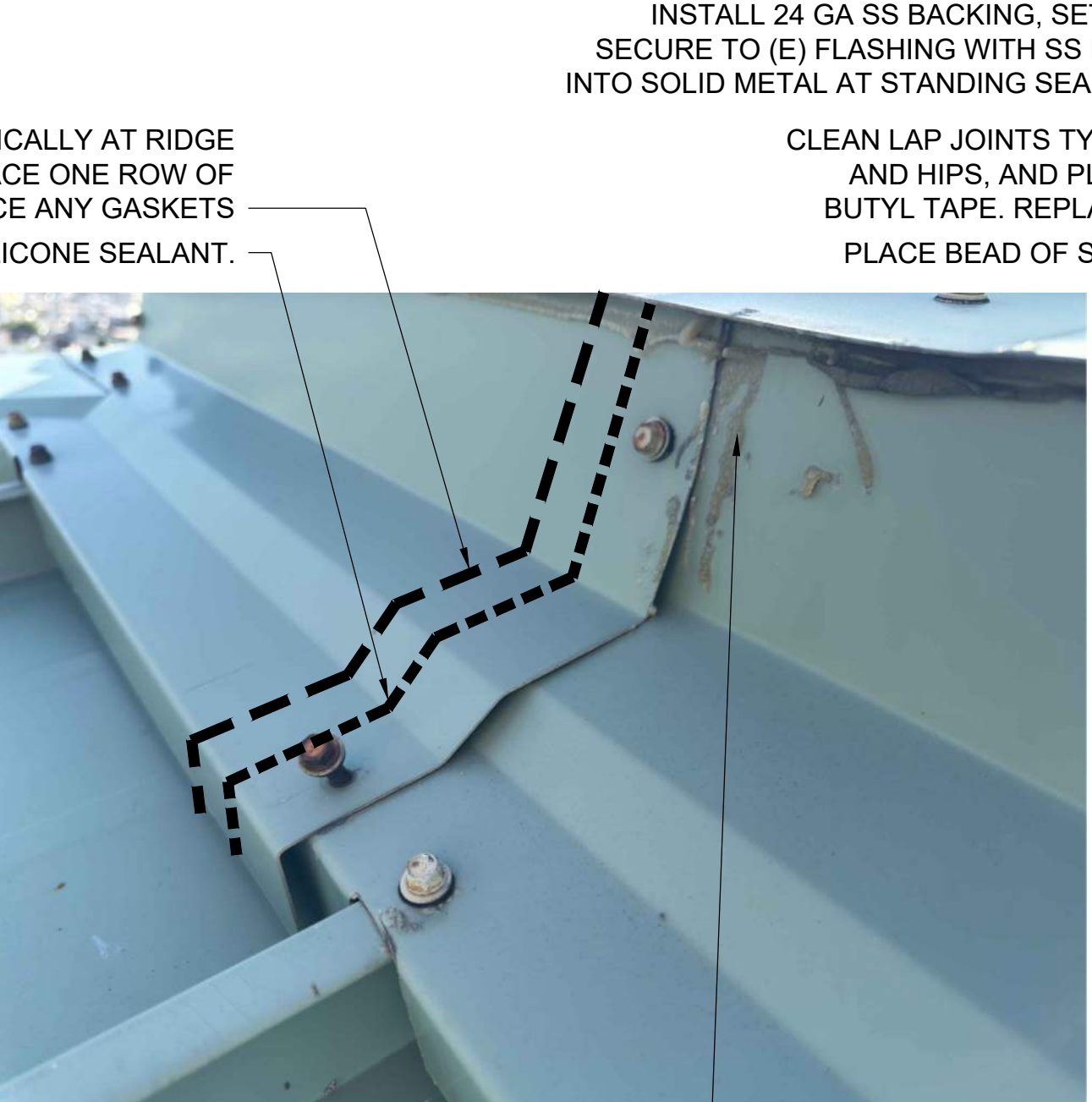
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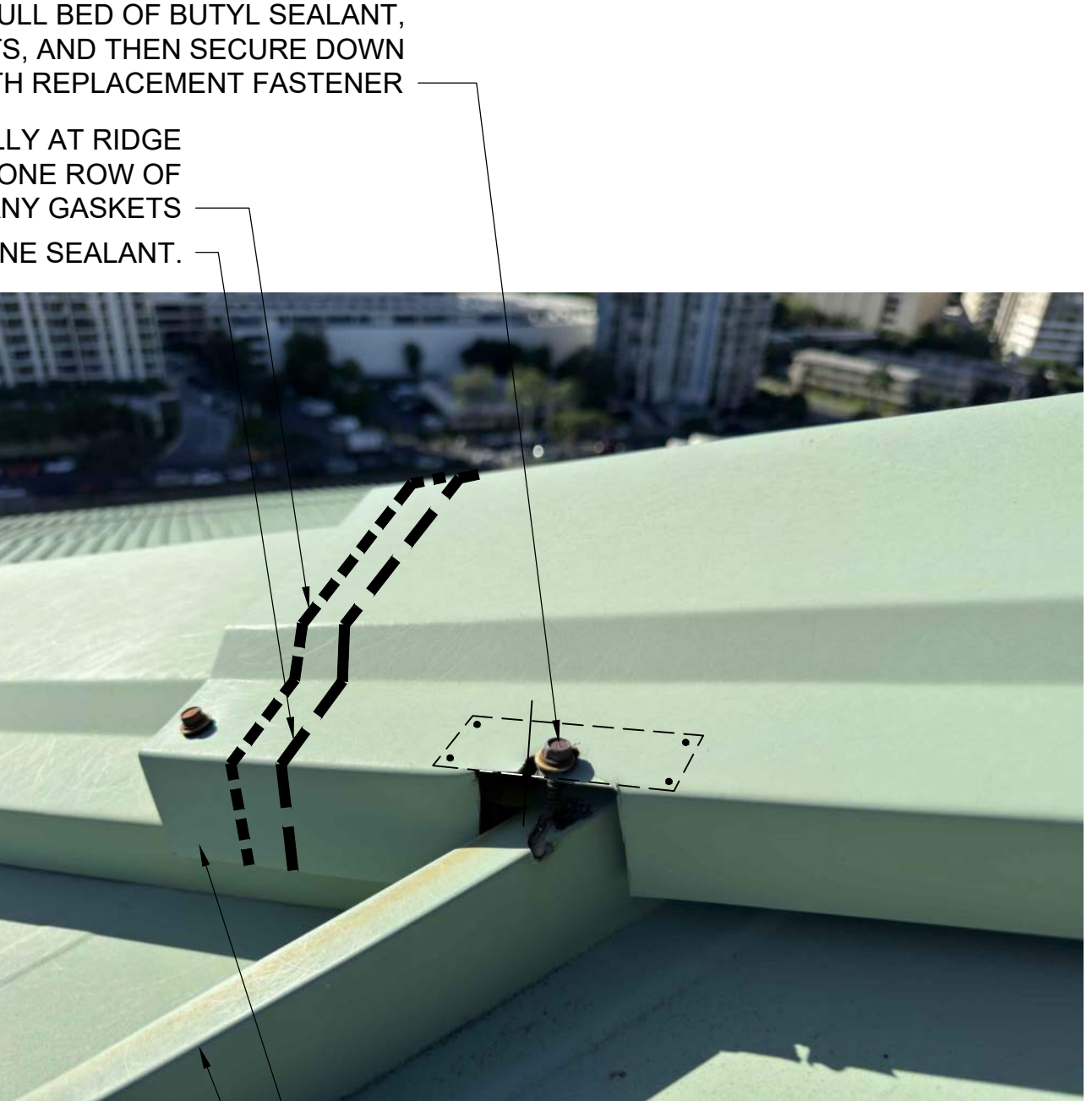
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EXISTING CONDITION PHOTO REFERENCE 12 WP9.02
N.T.S. DO NOT SCALE PHOTO REFERENCES.



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EXISTING CONDITION PHOTO REFERENCE 9 WP9.02
N.T.S. DO NOT SCALE PHOTO REFERENCES.



EXISTING CONDITION PHOTO REFERENCE 6 WP9.02
N.T.S. DO NOT SCALE PHOTO REFERENCES.



EXISTING CONDITION PHOTO REFERENCE 3 WP9.02
N.T.S. DO NOT SCALE PHOTO REFERENCES.

Architect:

WCITARCHITECTURE

725 Kapiolani Boulevard, Suite C400 Honolulu, Hawaii 96813 Ph 808.592.2345 Fax 808.592.2350

LAWRENCE W. CUNY JR.
LICENSED PROFESSIONAL ARCHITECT
No.9111
HAWAII, U.S.A.

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4/30/26
Lawrence W. Cuny Jr., AIA Exp. Date
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Consultant:

Allana Buick Bers

Making Buildings Perform Better

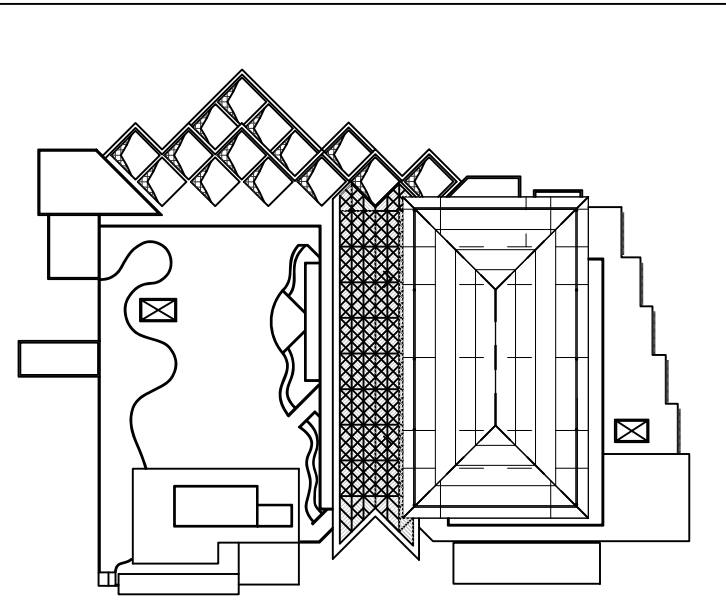
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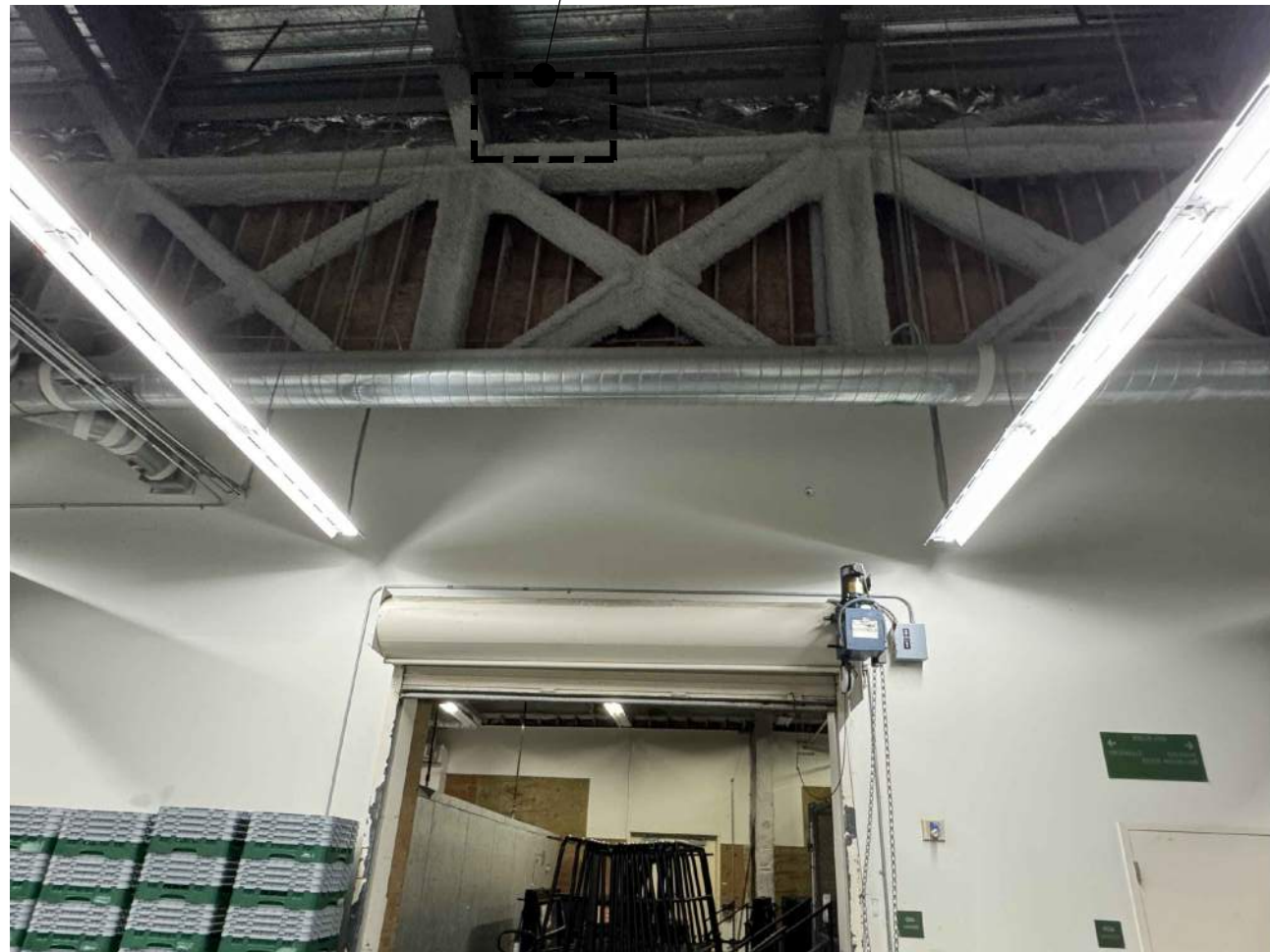


Drawing:
EXISTING CONDITIONS
PHOTO REFERENCES

Revisions	
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Phase:	
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WP9.02	
12 OF 19 SHEETS	

FULL SIZE SHEET IS 30" x 42"

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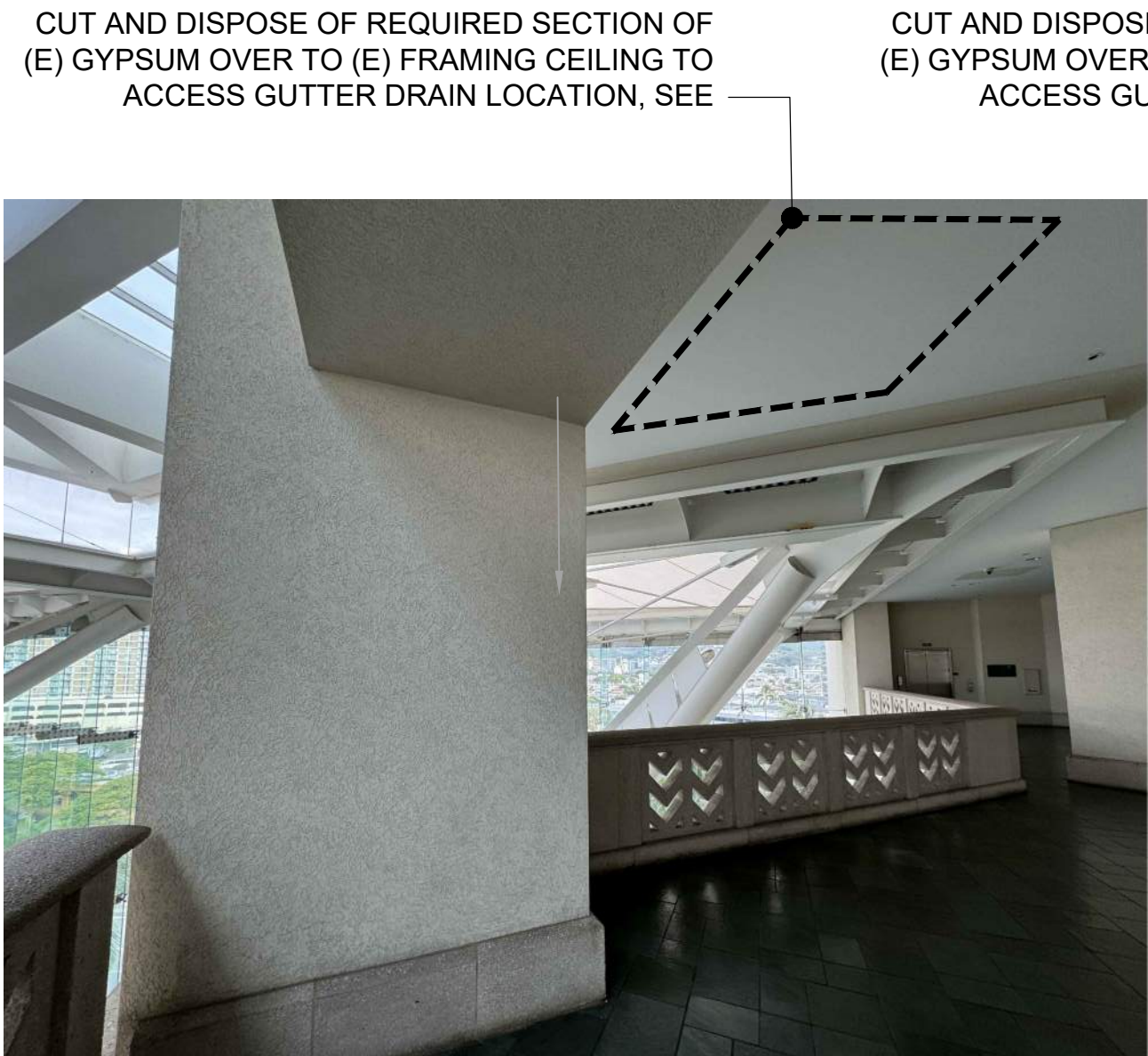
REMOVE AND REPLACE INSULATION TO ACCESS STORM DRAIN PIPING, TYP.

- NOTES:
- INSULATION REMOVED SHALL BE REINSTALLED AFTER PLUMBING WORK IS COMPLETE. AND DAMAGED INSULATION SHALL BE REPLACED IN MATCHING TYPE, AND THICKNESS.
 - REPLACE DAMAGED FIREPROOFING IN LIKE KIND.

DRAIN LOCATIONS PHOTO REFERENCE

N.T.S. DO NOT SCALE PHOTO REFERENCES.

13
WP9.03



CUT AND DISPOSE OF REQUIRED SECTION OF (E) GYPSUM OVER TO (E) FRAMING CEILING TO ACCESS GUTTER DRAIN LOCATION, SEE

- NOTE:
- CEILING GYPSUM BOARD TO BE REMOVED TO ACCESS DRAINS AND STORM DRAIN PIPING. REPLACE GYPSUM BOARD AND REPLACE WITH SAME MATERIAL IN MATCHING THICKNESS AND TYPE. TAPE AND DARBY FLOAT REPLACEMENT GYPSUM BOARD AND FEATHER ONTO (E) GYPSUM BOARD FOR A LEVEL 5 FINISH. PRIME AND PAINT IN MATCHING COLOR TO A INSIDE OR OUTSIDE CORNER.
 - SEE DETAIL 2/WP5.02

DRAIN LOCATIONS PHOTO REFERENCE

N.T.S. DO NOT SCALE PHOTO REFERENCES.

10
WP9.03



CUT AND DISPOSE OF REQUIRED SECTION OF (E) GYPSUM OVER TO (E) FRAMING CEILING TO ACCESS GUTTER DRAIN LOCATION, SEE

- NOTE:
- CEILING GYPSUM BOARD TO BE REMOVED TO ACCESS DRAINS AND STORM DRAIN PIPING. REPLACE GYPSUM BOARD AND REPLACE WITH SAME MATERIAL IN MATCHING THICKNESS AND TYPE. TAPE AND DARBY FLOAT REPLACEMENT GYPSUM BOARD AND FEATHER ONTO (E) GYPSUM BOARD FOR A LEVEL 5 FINISH. PRIME AND PAINT IN MATCHING COLOR TO A INSIDE OR OUTSIDE CORNER.
 - SEE DETAIL 2/WP5.02

DRAIN LOCATIONS PHOTO REFERENCE

N.T.S. DO NOT SCALE PHOTO REFERENCES.

7
WP9.03



REMOVE AND REPLACE INSULATION TO INSTALL NEW DRAIN LOCATION AND TO ACCESS STORM DRAIN PIPING, TYP.

- NOTES:
- INSULATION REMOVED SHALL BE REINSTALLED AFTER PLUMBING WORK IS COMPLETE. AND DAMAGED INSULATION SHALL BE REPLACED IN MATCHING TYPE, AND THICKNESS.
 - REPLACE DAMAGED FIREPROOFING IN LIKE KIND.

DRAIN LOCATIONS PHOTO REFERENCE

N.T.S. DO NOT SCALE PHOTO REFERENCES.

4
WP9.03



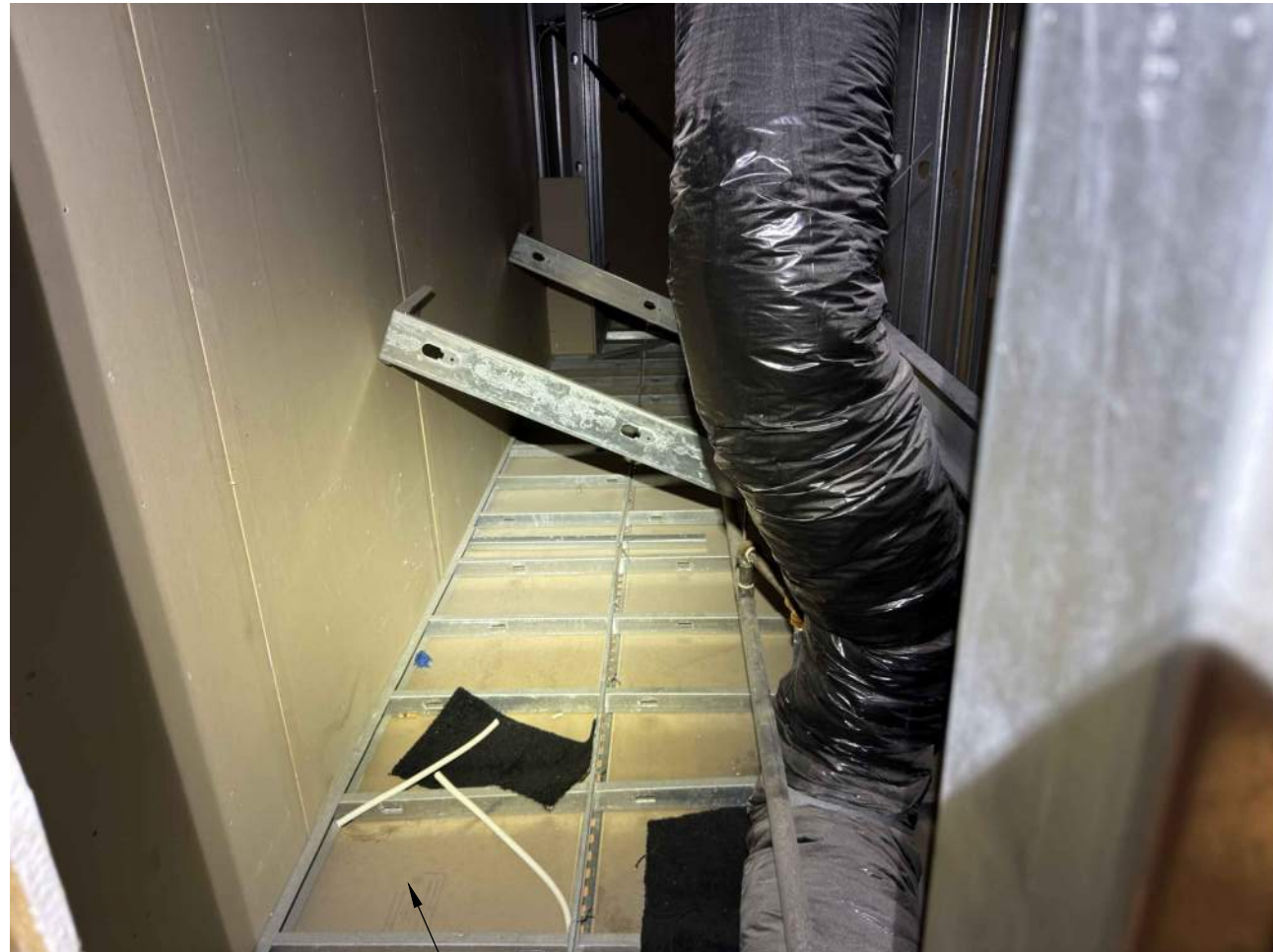
REMOVE AND REPLACE INSULATION TO ACCESS STORM DRAIN PIPING, TYP.

- NOTES:
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 - REPLACE DAMAGED FIREPROOFING IN LIKE KIND.

DRAIN LOCATIONS PHOTO REFERENCE

N.T.S. DO NOT SCALE PHOTO REFERENCES.

1
WP9.03



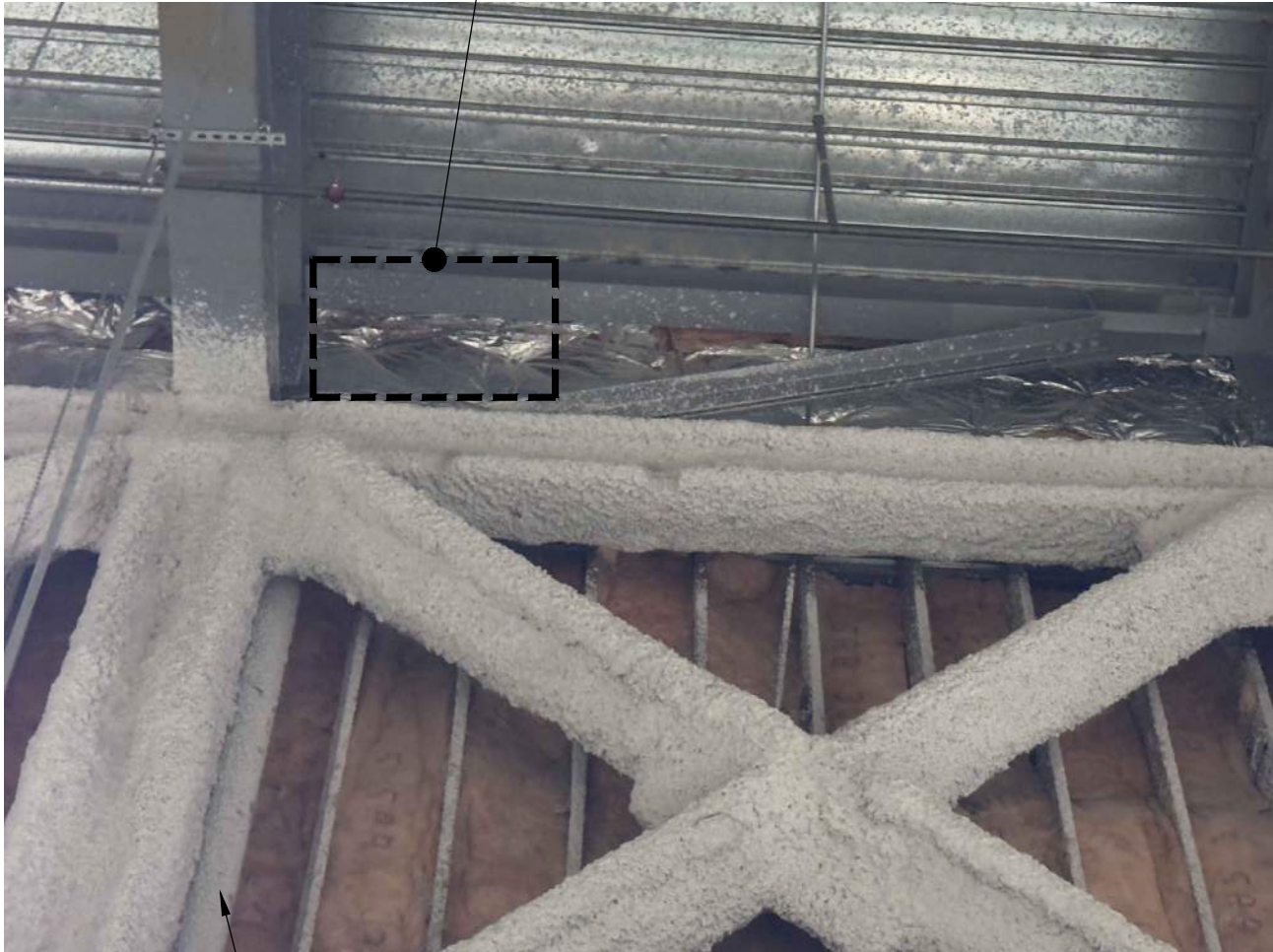
REMOVE AND REPLACE INSULATION TO ACCESS STORM DRAIN PIPING, TYP.

- NOTES:
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 - REPLACE DAMAGED FIREPROOFING IN LIKE KIND.

DRAIN LOCATIONS PHOTO REFERENCE

N.T.S. DO NOT SCALE PHOTO REFERENCES.

14
WP9.03



(E) STORM DRAIN PIPING

- NOTES:
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 - REPLACE DAMAGED FIREPROOFING IN LIKE KIND.

DRAIN LOCATIONS PHOTO REFERENCE

N.T.S. DO NOT SCALE PHOTO REFERENCES.

11
WP9.03



REMOVE AND REPLACE INSULATION TO ACCESS STORM DRAIN PIPING, TYP.

- NOTES:
- INSULATION REMOVED SHALL BE REINSTALLED AFTER PLUMBING WORK IS COMPLETE. AND DAMAGED INSULATION SHALL BE REPLACED IN MATCHING TYPE, AND THICKNESS.
 - REPLACE DAMAGED FIREPROOFING IN LIKE KIND.

DRAIN LOCATIONS PHOTO REFERENCE

N.T.S. DO NOT SCALE PHOTO REFERENCES.

8
WP9.03



CUT (E) GYPSUM SHEATHING AT WALL TO ACCESS GUTTER DRAIN LOCATION, SEE 1/WP5.02

- NOTES:
- WALL MATERIALS REMOVED TO ACCESS DRAINS AND STORM DRAIN PIPING SHALL BE REPLACED WITH SAME MATERIALS IN MATCHING THICKNESS AND TYPE, AND INCLUDING TAPING AND MUDDING SEAMS TO MATCH EXISTING FINISH AND PRIMING AND PAINTING IN MATCHING COLOR.
 - REPLACE DAMAGED FIREPROOFING IN LIKE KIND.
 - SEE DETAIL 1/WP5.02

DRAIN LOCATIONS PHOTO REFERENCE

N.T.S. DO NOT SCALE PHOTO REFERENCES.

5
WP9.03



CUT (E) GYPSUM SHEATHING AT WALL TO ACCESS (N) GUTTER DRAIN LOCATION AND RUN (N) STORM DRAIN PIPING TO (E) STORM DRAIN PIPING, SEE 1/WP5.02

- NOTES:
- WALL MATERIALS REMOVED TO ACCESS DRAINS AND STORM DRAIN PIPING SHALL BE REPLACED WITH SAME MATERIALS IN MATCHING THICKNESS AND TYPE, AND INCLUDING TAPING AND MUDDING SEAMS TO MATCH EXISTING FINISH AND PRIMING AND PAINTING IN MATCHING COLOR.
 - REPLACE DAMAGED FIREPROOFING IN LIKE KIND.
 - SEE DETAIL 1/WP5.02

DRAIN LOCATIONS PHOTO REFERENCE

N.T.S. DO NOT SCALE PHOTO REFERENCES.

2
WP9.03



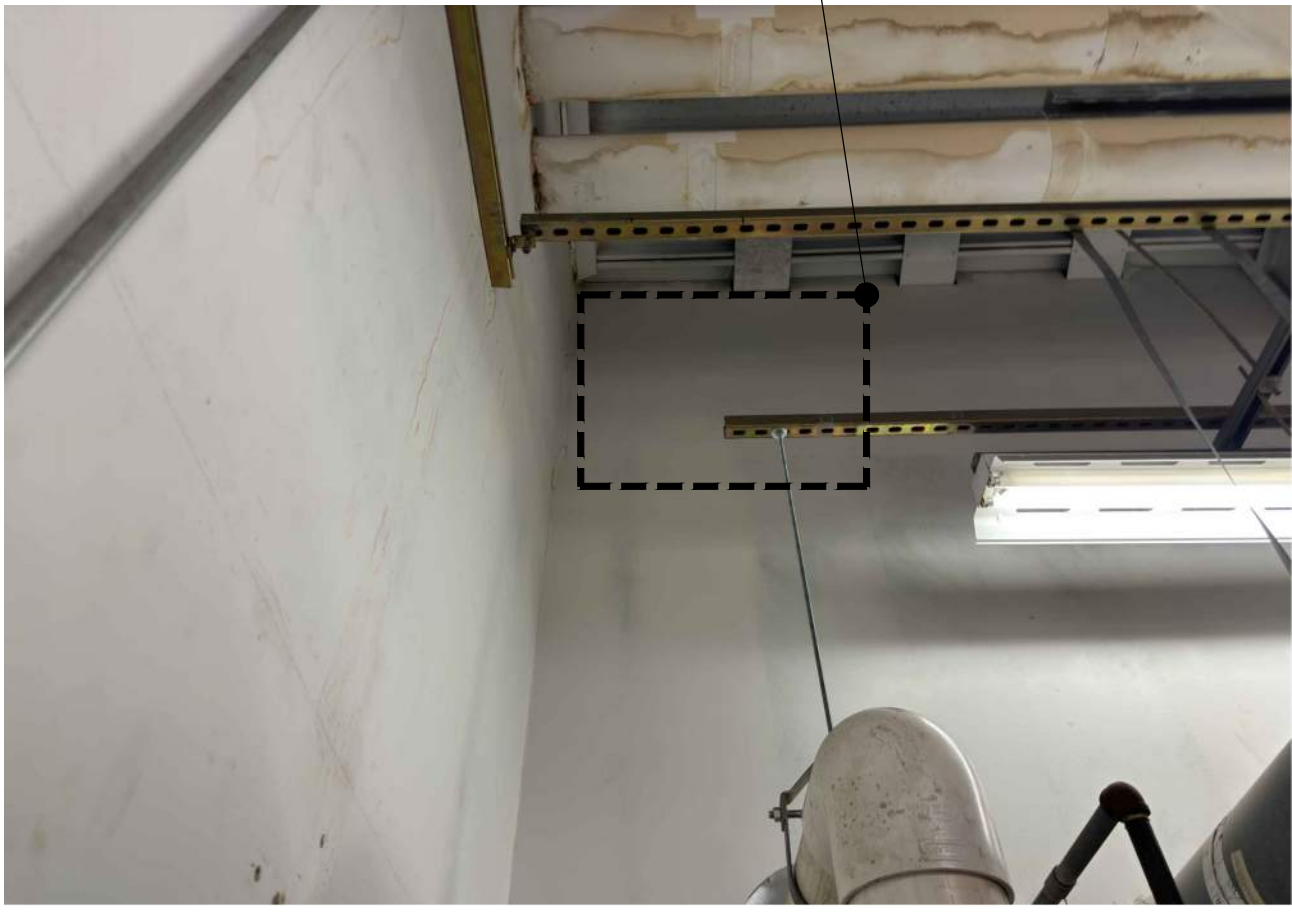
CUT AND DISPOSE OF REQUIRED SECTION OF (E) GYPSUM OVER TO (E) FRAMING CEILING TO ACCESS GUTTER DRAIN LOCATION, SEE

- NOTES:
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 - REPLACE DAMAGED FIREPROOFING IN LIKE KIND.
 - SEE DETAIL 1/WP5.02

DRAIN LOCATIONS PHOTO REFERENCE

N.T.S. DO NOT SCALE PHOTO REFERENCES.

15
WP9.03



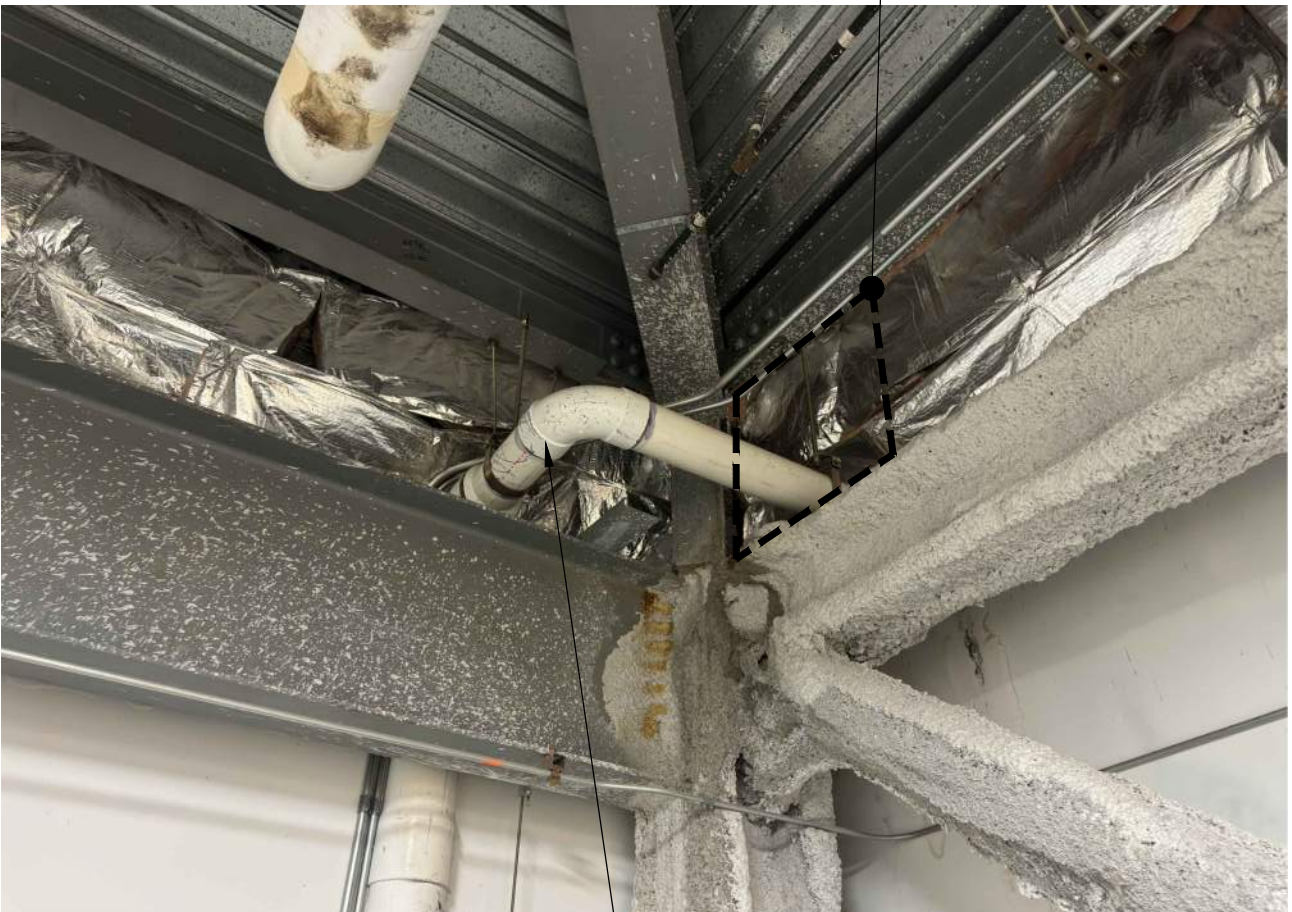
CUT AND DISPOSE OF REQUIRED SECTION OF (E) GYPSUM OVER TO (E) FRAMING CEILING TO ACCESS GUTTER DRAIN LOCATION, SEE

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 - REPLACE DAMAGED FIREPROOFING IN LIKE KIND.
 - SEE DETAIL 1/WP5.02

DRAIN LOCATIONS PHOTO REFERENCE

N.T.S. DO NOT SCALE PHOTO REFERENCES.

12
WP9.03



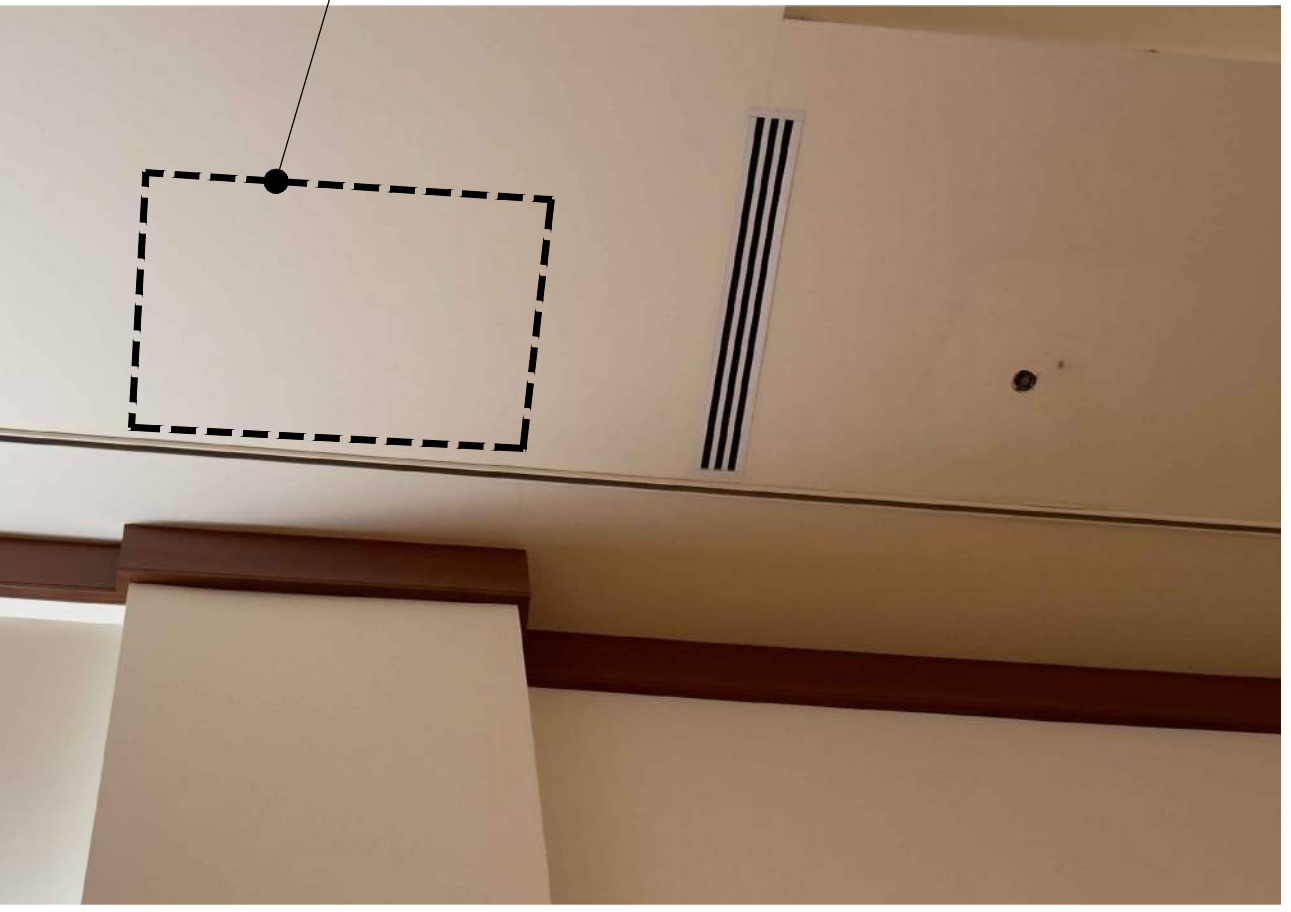
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DRAIN LOCATIONS PHOTO REFERENCE

N.T.S. DO NOT SCALE PHOTO REFERENCES.

9
WP9.03



CUT AND DISPOSE OF REQUIRED SECTION OF (E) GYPSUM OVER TO (E) FRAMING CEILING TO ACCESS GUTTER DRAIN LOCATION, SEE

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DRAIN LOCATIONS PHOTO REFERENCE

N.T.S. DO NOT SCALE PHOTO REFERENCES.

6
WP9.03



CUT AND DISPOSE OF REQUIRED SECTION OF (E) GYPSUM OVER TO (E) FRAMING CEILING TO ACCESS GUTTER DRAIN LOCATION, SEE

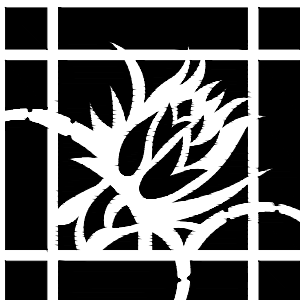
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 - REPLACE DAMAGED FIREPROOFING IN LIKE KIND.
 - SEE DETAIL 1/WP5.02

DRAIN LOCATIONS PHOTO REFERENCE

N.T.S. DO NOT SCALE PHOTO REFERENCES.

3
WP9.03

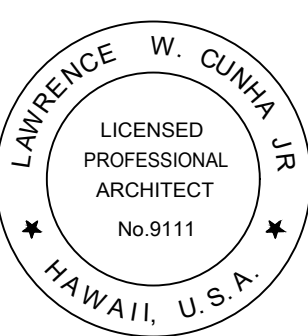
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WCITARCHITECTURE

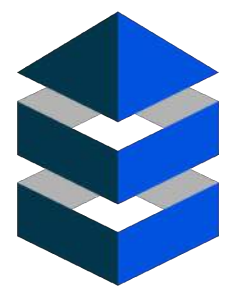
725 Kapiolani Boulevard, Suite C400
Honolulu, Hawaii 96813

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Lawrence W. Cunha Jr., AIA
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Consultant:



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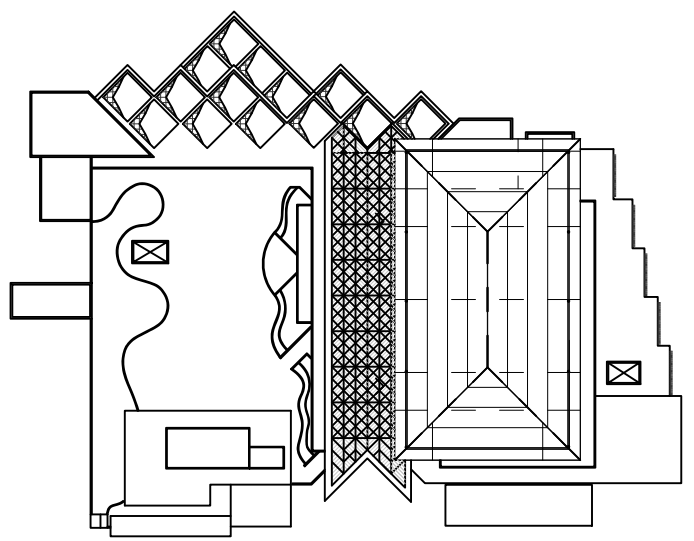
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SAFETY ANCHOR

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Drawing:

DRAIN LOCATIONS
PHOTO REFERENCES

Revisions

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△	△
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Phase:

Proj Number: 24110

Date: JULY 9, 2024

Sheet:

WP9.03

13 OF 19 SHEETS

FULL SIZE SHEET IS 30" x 42"

19/04/2024 3:46:36 PM

HAWAI'I CONVENTION CENTER

1801 KALĀKAUA AVE

HONOLULU, HI 96815

GUTTER REPAIR AND ROOF SAFETY ANCHOR

BUILDING DEPARTMENT REQUIREMENTS

PLANS COMPLY WITH THE FOLLOWING CODES, ORDINANCES AND REGULATIONS OF THE CITY AND COUNTY OF HONOLULU (CCHON) AND THE STATE OF HAWAII (SH).

INTERNATIONAL BUILDING CODE (IBC), 2018 EDITION WITH LOCAL AMENDMENTS
INTERNATIONAL ENERGY CONSERVATION CODE (IECC), 2018 EDITION WITH LOCAL AMENDMENTS
UNIFORM PLUMBING CODE (UPC), 2018 EDITION WITH LOCAL AMENDMENTS
UNIFORM FIRE CODE (UFC), NFPA 1 2018 EDITION WITH LOCAL AMENDMENTS
NATIONAL ELECTRICAL CODE, 2017 EDITION WITH LOCAL AMENDMENTS
DEPARTMENT OF HEALTH (DOH), HAWAII ADMINISTRATIVE RULES, TITLE 11, CH 39 - AIR CONDITIONING & VENTILATING

Project conforms with the design and construction requirements of the Americans with Disabilities Act Accessibility guideline

I ACKNOWLEDGE THAT ANY AND ALL APPROVED CHANGES/MODIFICATIONS/CORRECTIONS TO THE BUILDING PERMIT SET OF PLANS WILL BE REFLECTED ON THE BUILDING DIVISION FILE COPY AND JOB SITE COPY.

Joseph J. Higgins
Licensed Professional Engineer
NO. 13361

Date

CITY AND COUNTY OF HONOLULU REVISED ORDINANCE CHAPTER 32 HONOLULU COUNTY CODE 1990, AS AMENDED

To the best of my knowledge, this project's design sustainability conforms to the Building Energy Conservation Code for:

Building Component Systems
Electrical Component Systems
Mechanical Component Systems

Signature: Date:

Name:

Title:

License No:

GENERAL NOTES

CODES AND STANDARDS
ALL WORK SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE, COUNTY, MUNICIPAL CODES, AND ALL LOCAL ORDINANCES. WHERE PROVISIONS OF PERTINENT CODES AND STANDARDS CONFLICT WITH THESE DOCUMENTS, THE MORE STRINGENT PROVISIONS SHALL GOVERN.

QUALITY ASSURANCE / GUARANTEE
A. MATERIALS TO BE NEW AND IN PERFECT CONDITION. WORKMANSHIP TO BE BEST STANDARD PRACTICE OF TRADE.

VERIFYING EXISTING CONDITIONS
A. PLANS FOR THIS PROJECT HAVE BEEN PREPARED FROM EXISTING DRAWINGS AND LIMITED FIELD SURVEY INFORMATION, HOWEVER, LOCATIONS OF CONCEALED PIPING AND BUILDING SYSTEMS ARE NOT GUARANTEED. CONTRACTOR SHALL VERIFY LOCATION OF ALL EXISTING PIPING AND BUILDING ELEMENTS.
B. BEFORE SUBMITTING BID, THE CONTRACTOR SHALL BECOME THOROUGHLY FAMILIAR WITH ACTUAL EXISTING CONDITIONS AT THE SITE OF THE PRESENT INSTALLATION TO WHICH CONNECTIONS MUST BE MADE OR WHICH MUST BE CHANGED OR ALTERED.
C. ANY EXISTING CONDITION FOUND NOT IN ACCORDANCE WITH THE CONTRACT DOCUMENTS SHALL BE BROUGHT TO THE ATTENTION OF THE CONSULTANTS IMMEDIATELY, PRIOR TO BIDDING OR START OF ANY WORK.

SUBMITTALS
CONTRACTOR MUST SUBMIT SHOP DRAWINGS OF MATERIALS AND EQUIPMENT DATA INFORMATION FOR APPROVAL PRIOR TO COMMENCEMENT OF HIS WORK.

RESPONSIBILITY
A. THE CONTRACTOR SHALL EXERCISE EXTREME CARE TO PREVENT THE GENERATION OF UNNECESSARY NOISE DURING THE WORK, AND SHALL KEEP NOISE LEVELS TO THE MINIMUM POSSIBLE.
B. EXTREME CARE SHALL BE EXERCISED TO ENSURE PROTECTION OF EXISTING PIPING CONDUITS, EQUIPMENT AND THE PREMISES FROM DAMAGE. ALL DISCONNECTED PIPING SHALL BE SUITABLY CAPPED, PLUGGED AND PROTECTED UNTIL NEW CONNECTIONS ARE MADE. THE CONTRACTOR SHALL ASSUME COMPLETE RESPONSIBILITY FOR ANY AND ALL DAMAGE RESULTING FROM HIS MODIFICATION WORK.
C. CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY AND GOOD CONDITION OF ALL MATERIAL AND EQUIPMENT OF THE ENTIRE INSTALLATION UNTIL FINAL ACCEPTANCE BY THE OWNER. HE SHALL ERECT AND MAINTAIN SUITABLE BARRIERS, PROTECTIVE DEVICES, LIGHTS OR WARNING SIGNS, WHERE REQUIRED, FOR THE PROTECTION OF THE PUBLIC AND EMPLOYEES IN THE BUILDING AND SHALL BE FULLY RESPONSIBLE FOR ANY LOSS OR INJURY TO PERSONS OR PROPERTIES RESULTING FROM HIS NEGLIGENCE OF THESE PRECAUTIONS, HIS OWN CARELESSNESS, OR THE CARELESSNESS OF HIS EMPLOYEES.

COORDINATION
A. DRAWINGS ARE DIAGRAMMATIC AND CLOSE COORDINATION WITH OTHER TRADES AND EXISTING CONDITIONS IS NECESSARY. DRAWINGS DO NOT SHOW ALL NECESSARY OFFSETS, FITTINGS, AND OTHER COMPONENTS TO BE FURNISHED AND INSTALLED BY THE CONTRACTOR.
B. CAREFULLY CHECK SPACE REQUIREMENTS WITH OTHER TRADES TO ENSURE THAT ALL MATERIALS CAN BE INSTALLED IN THE SPACES ALLOTTED THERETO.
C. TRANSMIT TO TRADES DOING WORK OF OTHER SECTIONS ALL INFORMATION REQUIRED FOR THE WORK TO BE PROVIDED UNDER THEIR RESPECTIVE SECTIONS IN AMPLE TIME FOR INSTALLATION.
D. WHEREVER THIS CONTRACTOR'S WORK INTERCONNECTS WITH WORK OF OTHER CONTRACTORS, THIS CONTRACTOR SHALL COORDINATE THE WORK WITH THESE CONTRACTORS TO ENSURE THAT ALL CONTRACTORS HAVE THE INFORMATION NECESSARY SO THAT THEY MAY PROPERLY INSTALL THE NECESSARY CONNECTIONS AND EQUIPMENT.
E. WHILE THE DRAWINGS SHALL BE ADHERED TO AS CLOSELY AS POSSIBLE, THE CONTRACTOR MAY VARY THE RUNS OF PIPING AND SIZES OF DUCTWORK, AND MAY MAKE OFFSETS WHERE NECESSARY TO ACCOMMODATE CONDITIONS ARISING AT THE SITE.
F. THE CONTRACTOR SHALL REQUEST APPROVAL FOR INTERRUPTION OF UTILITY SERVICE TO THE OWNER IN WRITING 14 DAYS IN ADVANCE OF SUCH WORK. WHERE REQUEST IS DENIED, THE CONTRACTOR SHALL FURNISH AND INSTALL TEMPORARY SERVICES NECESSARY AS DETERMINED BY THE OWNER.
G. CONCRETE SLABS SHALL BE X-RAY SCANNED BEFORE ANY CORING.

RECORD DRAWINGS:
CONTRACTOR TO PROVIDE OWNER WITH ACCURATE REPRODUCIBLE DRAWINGS OF THE INSTALLED MECHANICAL WORK UPON COMPLETION OF WORK. QUALITY OF DRAWINGS SHALL BE AS GOOD AS OR BETTER THAN THE CONTRACT DRAWINGS.

SEISMIC REQUIREMENTS:
A. OCCUPANCY CATEGORY: IV
B. IMPORTANCE FACTOR: 1.5

DRAWING INDEX

- P0.01 - PLUMBING COVER SHEET
- P1.01 - BALLROOM ROOF -PLUMBING PLAN
- P1.02 - PENTHOUSE LEVEL STORM DRAIN PLUMBING -CONSTRUCTION PLAN
- P1.03 - BALLROOM LEVEL STORM DRAIN PLUMBING -CONSTRUCTION PLAN
- P5.01 - PLUMBING DETAILS & SCHEDLUES
- P7.01 - STORM DRAIN ISOMETERIC PLUMBING DIAGRAM

ABBREVIATIONS

ABB	ALLANA, BUICK AND BERS	FF	FINISH FLOOR	PLBG	PLUMBING
ABV	ABOVE	FIN	FINISH	PNT	PAINT
AD	AREA DRAIN	FIXT	FIXTURE	POC	POINT OF CONNECTION
ADA	AMERICAN DISABILITY ACT	FL	FLOOR	PRV	PRESSURE REDUCING VALVE
ADJ	ADJUSTABLE, ADJACENT	FO	FACE OF	PSI	POUNDS PER SQUARE INCH
AFF	ABOVE FINISH FLOOR	FOC	FACE OF CONCRETE		
ALT	ALTERNATE	FOF	FACE OF FINISH	R	RADIUS
AP	ACCESS PANEL	FOS	FACE OF STUDS	(R)	REMOVE
APPROX	APPROXIMATE	FRMG	FRAMING	RD	ROOF DRAIN
ARCH	ARCHITECT	FS	FLOW SWITCH	REF	REFERENCE
ASME	AMERICAN SOCIETY OF MECHANICAL ENGINEERS	FT	FOOT, FEET	REV	REVISION, REVISED
ASPE	AMERICAN SOCIETY OF PLUMBING ENGINEERS	FND	FOUNDATION	RM	ROOM
ASSE	AMERICAN SOCIETY OF SANITARY ENGINEERS	G	GAS	RPM	REVOLUTIONS PER MINUTE
AW	ACID WASTE	GA	GAUGE	R	RISER
		GAL	GALLON	RWL	RAIN WATER LEADER
		GALV	GALVANIZED		
		GND	GROUND	S	SINK
BLDG	BUILDING	GR	GRADE	SAN	SANITARY/WASTE PIPE
BLKG	BLOCKING	GCO	GRADE CLEANOUT	SCHED	SCHEDULE
BM	BEAM	GPM	GALLONS PER MINUTE	SD	STORM DRAIN PIPE
BOT	BOTTOM			SECT	SECTION
BS	BOTTOM OF SILL	HB	HOSE BIBB	SF	SQUARE FEET
BT	BATHTUB	HP	HORSEPOWER	SFU	SUPPLY FIXTURE UNIT
BTU	BRITISH THERMAL UNIT	HR	HOUR	SH	SHOWER
BTUH	BRITISH THERMAL UNIT PER HOUR	HT	HEIGHT	SIM	SIMILAR
		HW	HOT WATER SUPPLY	SPEC	SPECIFICATION
		HWR	HOT WATER RETURN	SQ	SQUARE
				SS	STAINLESS STEEL
BTWN	BETWEEN	ID	INSIDE DIAMETER	ST	STORM WATER
BV	BACKWATER VALVE	INT	INTERIOR	STD	STANDARD
		INV	INVERT	STG	STORM WATER FROM GREEN ROOF
CA	COMPRESSED AIR			STL	STEEL
CD	CONDENSATE DRAIN	JAN	JANITOR	STRUCT	STRUCTURAL
CI	CAST IRON	JST	JOIST	SUSP	SUSPENDED
CLG	CEILING	JT	JOINT	SYM	SYMMETRICAL
CLKG	CAULKING	KS	KITCHEN SINK		
CLR	CLEAR			TD	TRENCH DRAIN
CO	CLEAN-OUT	LAV	LAVATORY	TEMP	TEMPERATURE
CONC	CONCRETE	LAM	LAMINATE	TMV	THERMOSTATIC MIXING VALVE
CONN	CONNECTION	LOC	LOCATION	TO	TOP OF
CONST	CONSTRUCTION	L	LONG	TOC	TOP OF CONCRETE
CONT	CONTINUOUS/CONTINUATION	LT	LIGHT	TOS	TOP OF SLAB
COTG	CLEANOUT TO GRADE	MAX	MAXIMUM	TP	TRAP PRIMER TUBE
CTR	CENTER	MBH	THOUSAND BTUH	TW	TEMPERED WATER
CW	COPPER	MCA	MINIMUM CIRCUIT AMPACITY	TYP	TYPICAL
		MECH	MECHANICAL		
D	DRYER (CLOTHES)	MFR	MANUFACTURER	U	URINAL
DBL	DOUBLE	MGCV	MASTER GAS CONTROL VALVE	UON	UNLESS OTHERWISE NOTED
DCW	DOMESTIC COLD WATER	MIN	MINIMUM	UNF	UNFINISHED
DEMO	DEMOLISH	MISC	MISCELLANEOUS		
DET	DETAIL	MOCP	MAXIMUM OVERCURRENT PROTECTION	V	VENT
DF	DRINKING FOUNTAIN			VERT	VERTICAL
DFU	DRAINAGE FIXTURE UNIT	MS	MOP SINK	VIF	VERIFY IN FIELD
DHW	DOMESTIC HOT WATER	MTD	MOUNTED	VTR	VENT THROUGH ROOF
DIA	DIAMETER	NG	NATURAL GAS		
DIAG	DIAGONAL	NIC	NOT IN CONTRACT	W	WIDE / WIDTH / WASHER / WASTE
DIM	DIMENSION	NO	NUMBER	W/	WITH
DN	DOWN	NOM	NOMINAL	WC	WATER CLOSET
DS	DOWN SPOUT	NFWH	NON-FREEZE WALL HYDRANT	WCO	WALL CLEANOUT
DWG	DRAWING	NT	ACID NEUTRALIZATION TANK	WF	WATER FOUNTAIN
DWH	DOMESTIC WATER HEATER	NTS	NOT TO SCALE	WFO	WASTE FIXTURE UNIT
DVV	DRAIN, WASTE, AND VENT	OD	STORM OVERFLOW DRAIN	WH	WATER HEATER
		PIPE		WI	WROUGHT IRON
(E)	EXISTING	O.D.	OUTSIDE DIAMETER	WM	WATER METER
EA	EACH	OFCl	OWNER FURNISHED, CONTRACTOR INSTALLED	WO	WHERE OCCURS
ELEC	ELECTRICAL	OH	OPPOSITE HAND	W/O	WITHOUT
ELEV	ELEVATION			WT	WEIGHT
EMER	EMERGENCY				
EST	EMERGENCY STORM WATER			UBC	UNIFORM BUILDING CODE
ETR	EXISTING TO REMAIN			NEC	NATIONAL ELECTRICAL CODE
ENCL	ENCLOSURE			UPC	UNIFORM PLUMBING CODE
EQ	EQUAL			HBC	HAWAII BUILDING CODE
EQUIP	EQUIPMENT			HEC	HAWAII ELECTRICAL CODE
EW	EACH WAY			HMC	HAWAII MECHANICAL CODE
EXT	EXTERIOR			HMC	HAWAII PLUMBING CODE
		P	PUMP		
F	WATER FILTER	PD	PLANTER DRAIN		
FD	FLOOR DRAIN	PDI	PLUMBING DRAIN INSTITUTE		
		PH	PHASE (ELECTRICAL)		

SUMMARY OF WORK

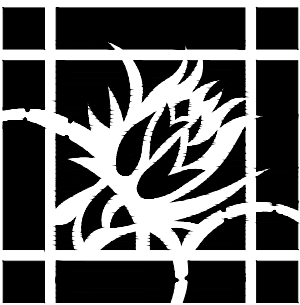
THE MECHANICAL CONTRACTOR SHALL FURNISH ALL LABOR, MATERIALS, EQUIPMENT AND TRANSPORTATION REQUIRED TO PRODUCE COMPLETE AND OPERATING INSTALLATION OF THE WORK OF THE SYSTEMS SHOWN IN THE CONTRACT DOCUMENTS, AS PROVIDED IN THE SPECIFICATIONS AND SHOWN ON THE DRAWINGS, INCLUDING BUT NOT LIMITED TO THE FOLLOWING PRINCIPAL ITEMS OF WORK:

- A. FURNISH FIELD INVESTIGATION AND SURVEY OF EXISTING SYSTEMS
B. FURNISH COORDINATION WITH ALL OTHER TRADES AND RESOLVE CONFLICTS, IF ANY, TO ACCOMMODATE THE REQUIRED SEQUENCE PHASING OF CONSTRUCTION.
C. PROVIDE DEMOLITION.
D. FURNISH AND INSTALL EQUIPMENT SCHEDULED ON DRAWINGS.
E. FURNISH/INSTALL NEW PIPING AND ACCESSORIES.
F. PROVIDE SUPPORT AND SEISMIC RESTRAINT FOR PIPING.
G. PROVIDE SYSTEM TESTING, PER AHJ REQUIREMENTS.

PERMITS

CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FOR INSTALLATION AND CONSTRUCTION OF THE PLUMBING WORK REQUIRED BY AUTHORITIES HAVING JURISDICTION AND PAY ALL REQUIRED FEES. ARRANGE AND PAY FOR INSPECTIONS AND EXAMINATIONS SO REQUIRED AND DELIVER CERTIFICATES OF ALL INSPECTIONS TO THE OWNER.

Architect:



WCITARCHITECTURE

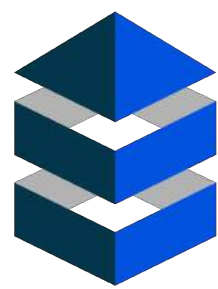
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Fax 808.592.2350



THIS WORK WAS PREPARED BY ME OR UNDER MY SUPERVISION AND CONSTRUCTION OF THIS PROJECT WILL BE UNDER MY OBSERVATION.
4/30/26
Lawrence W. Cunha Jr., AIA
NOTE: CONTRACTOR SHALL CHECK AND VERIFY ALL DIMENSIONS AT JOB BEFORE PROCEEDING WITH WORK.

Consultant:



Allana
Buick
Bers

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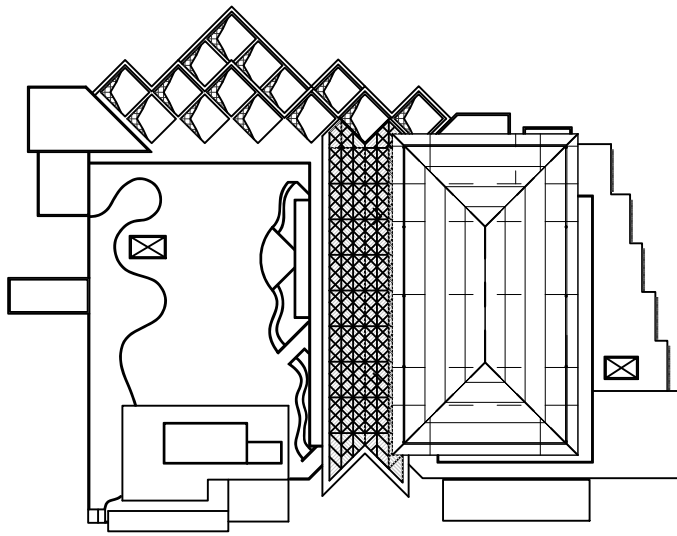
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100%
CONSTRUCTION
DOCUMENTS

Project:

HAWAII
CONVENTION
CENTER GUTTER
REPAIR AND ROOF
SAFETY ANCHOR

1801 Kalakaua Ave
Honolulu, Hawaii. 96815



Drawing:

PLUMBING COVER SHEET

Revisions

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Phase:

Proj Number: 24110

Date: JULY 9, 2024

Sheet:

P0.01

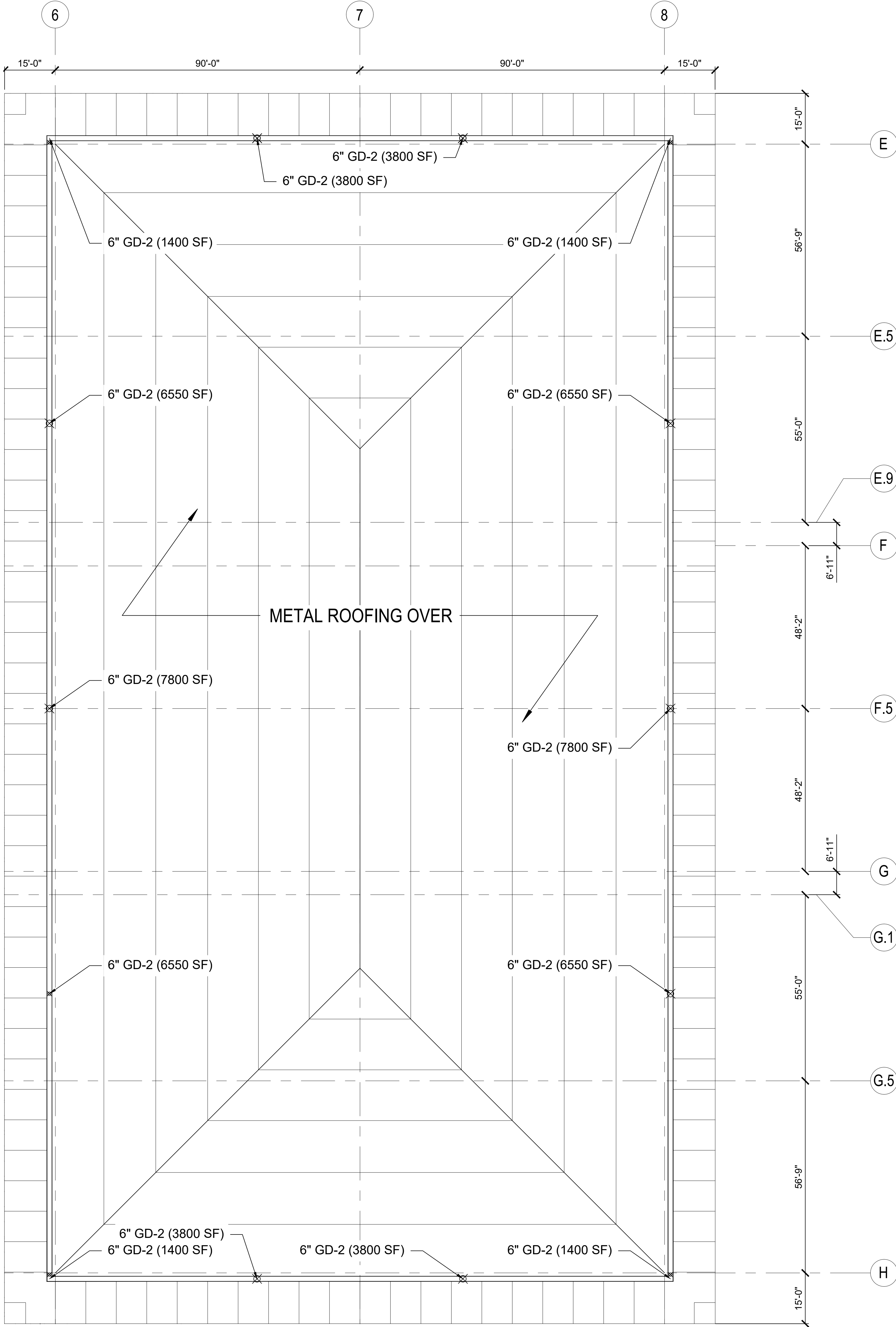
14 OF 19 SHEETS

FULL SIZE SHEET IS 30" x 42"

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1
P1.01

BALLROOM ROOF - PLUMBING PLAN



SCALE: 3/32" = 1'-0"

LEGEND:

X ROOF DRAINS (INSIDE ROOF GUTTER)

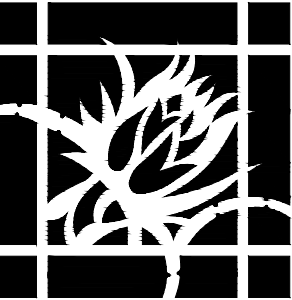
GENERAL SHEET NOTES

- FURNISH AND INSTALL NEW ROOF DRAINS IN BALLROOM ROOF GUTTER WHERE SHOWN.
- COORDINATE WITH ROOFING CONTRACTOR FOR SLOPE REQUIREMENTS

SHEET NOTES (AS NOTED WITH #):

- NONE

Architect:



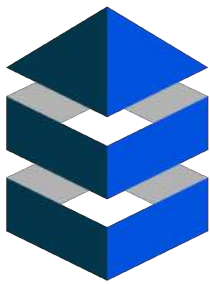
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Consultant:



Allana
Buick
Bers

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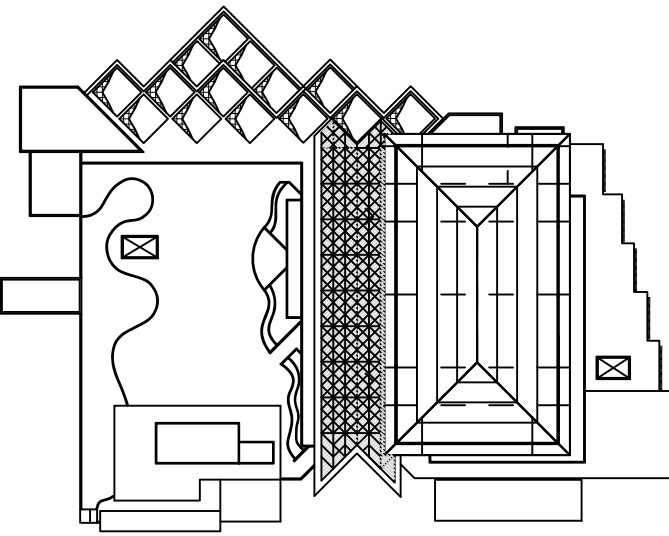
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Drawing:

BALLROOM ROOF -
PLUMBING PLAN

Revisions

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Phase:

Proj Number: 24110

Date: JULY 9, 2024

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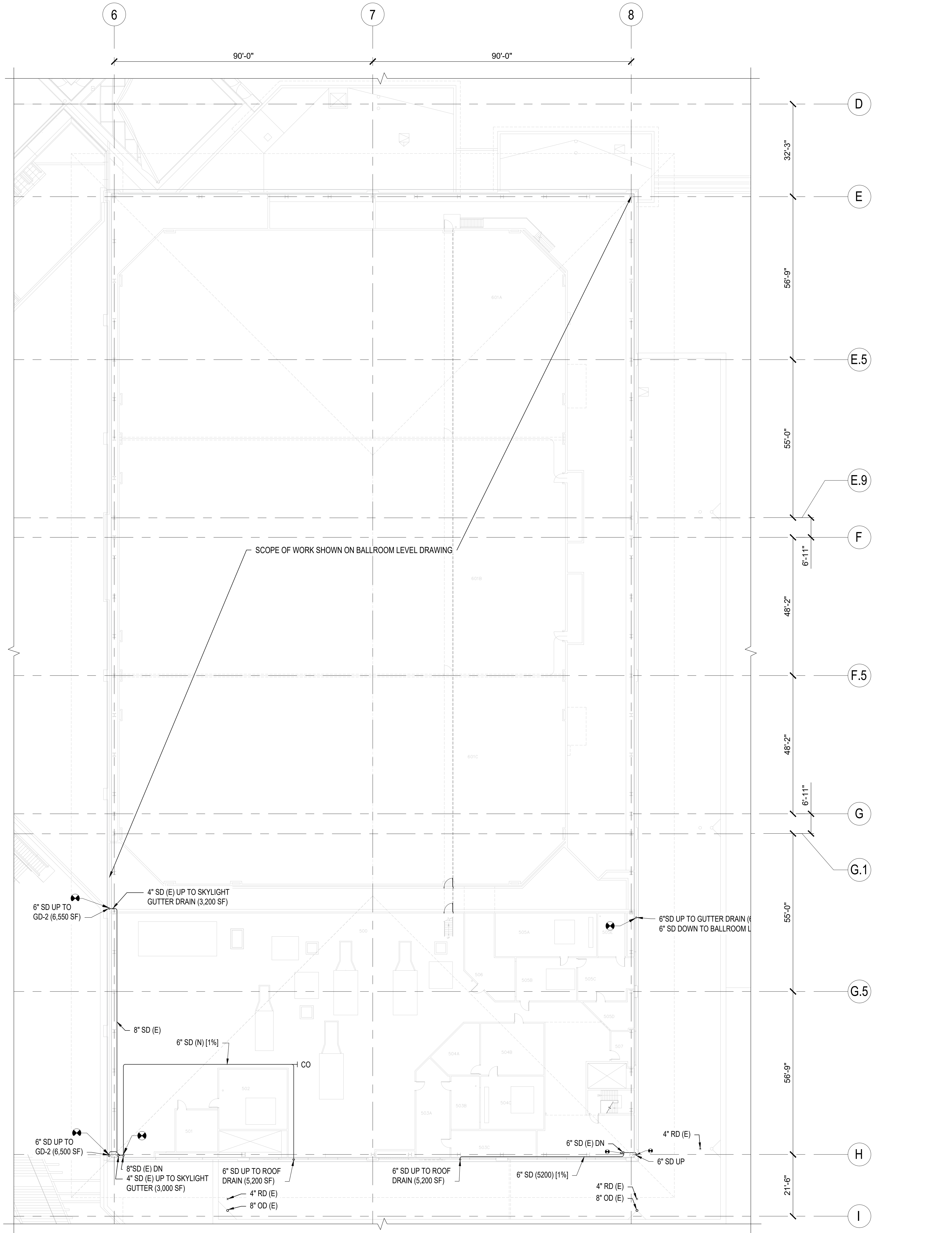
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15 OF 19 SHEETS

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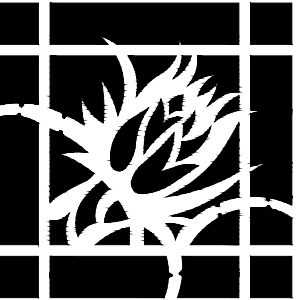
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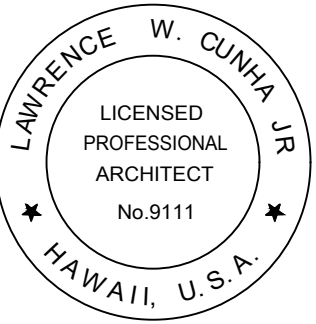
BALLROOM LEVEL STORM DRAIN PLUMBING - CONSTRUCTION PLAN

Architect:



WCITARCHITECTURE

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Ph 808.592.2345
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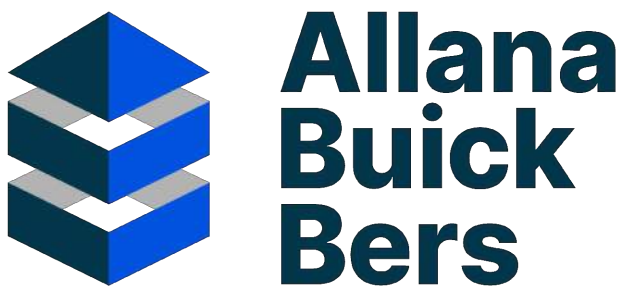


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4/30/26
Lawrence W. Cunha Jr., AIA Exp. Date

NOTE: CONTRACTOR SHALL CHECK AND VERIFY
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WITH WORK.

Consultant:



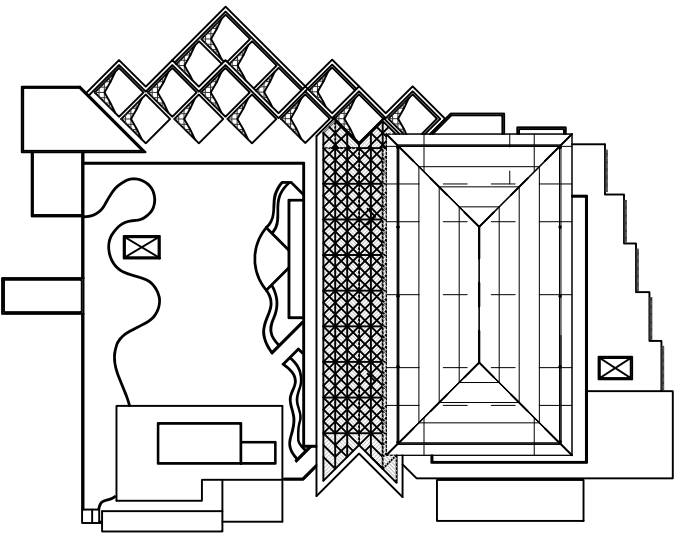
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Project:

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CENTER GUTTER
REPAIR AND ROOF
SAFETY ANCHOR**

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Drawing:

**PENTHOUSE LEVEL STORM
DRAIN PLUMBING -
CONSTRUCTION PLAN**

Revisions

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Phase:

Proj Number: 24110

Date: JULY 9, 2024

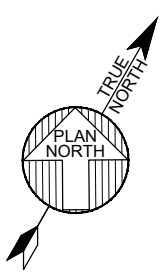
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16 OF 19 SHEETS

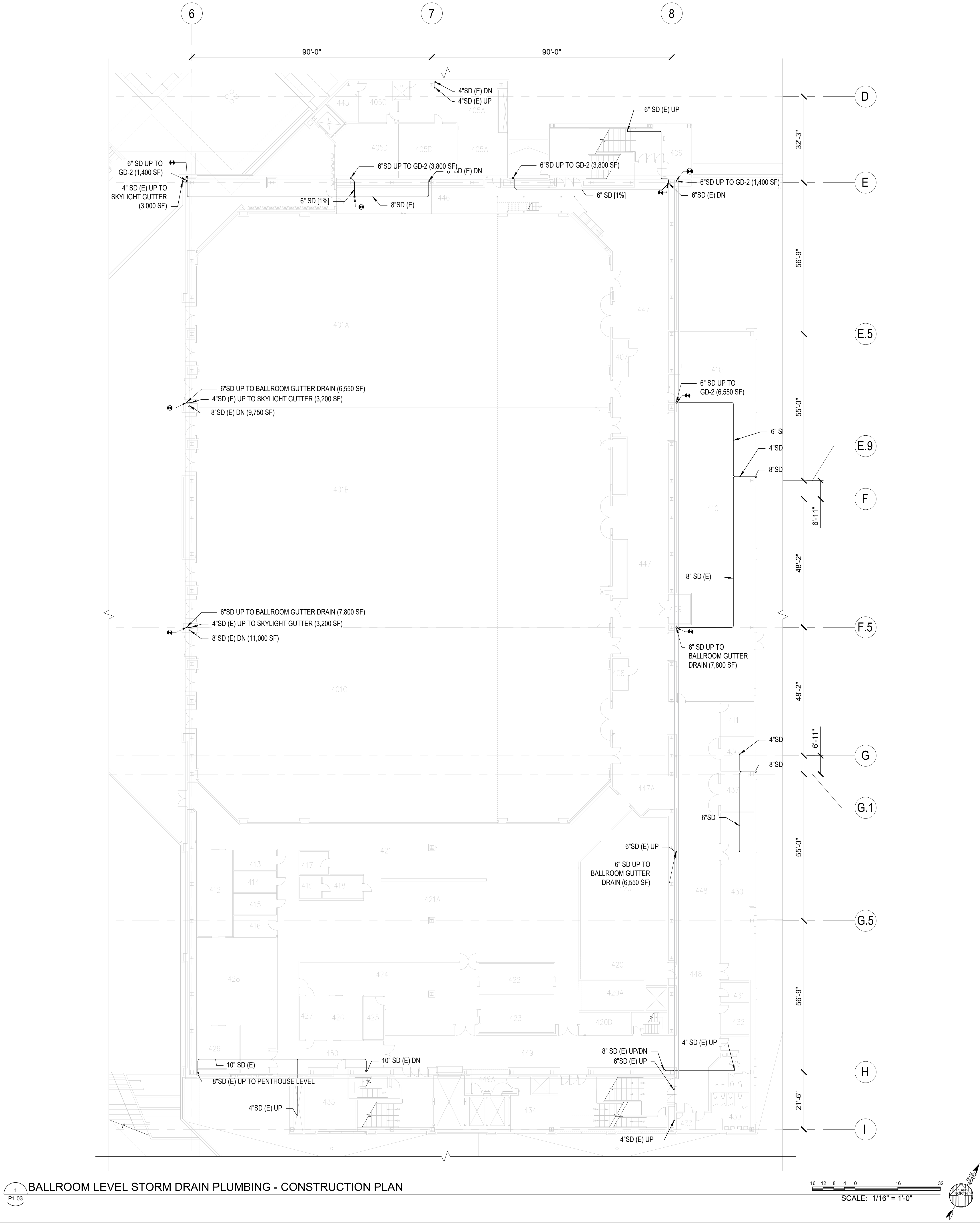
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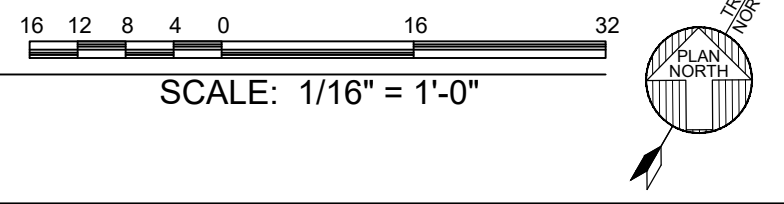


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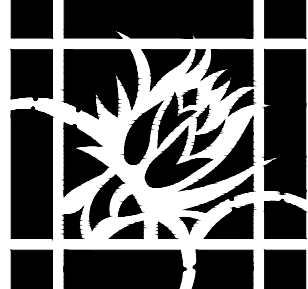


1 BALLROOM LEVEL STORM DRAIN PLUMBING - CONSTRUCTION PLAN

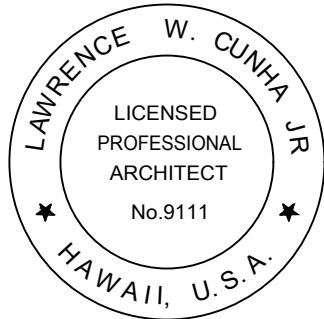


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IF NOT, 1 INCH THIS DRAWING HAS
BEEN REPRODUCED
(NOT TO SCALE SHOWN)

Architect:



WCITARCHITECTURE
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Honolulu, Hawaii 96813
PH 808.592.2345
Fax 808.592.2350



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4/30/26
Lawrence W. Cunha Jr., AIA
Exp. Date
NOTE: CONTRACTOR SHALL CHECK AND VERIFY ALL DIMENSIONS AT JOB BEFORE PROCEEDING WITH WORK.

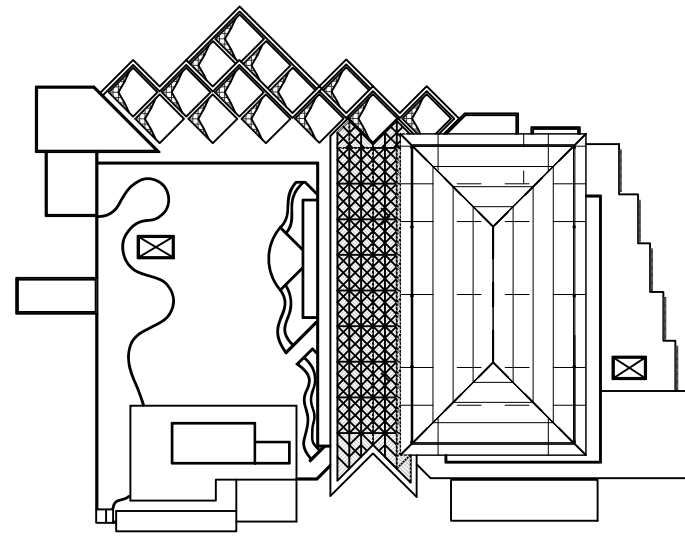
Consultant:



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CONSTRUCTION
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REPAIR AND ROOF
SAFETY ANCHOR**
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Honolulu, Hawaii. 96815



Drawing:
**BALLROOM LEVEL STORM
DRAIN PLUMBING -
CONSTRUCTION PLAN**

Revisions

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Phase:

Proj Number: 24110

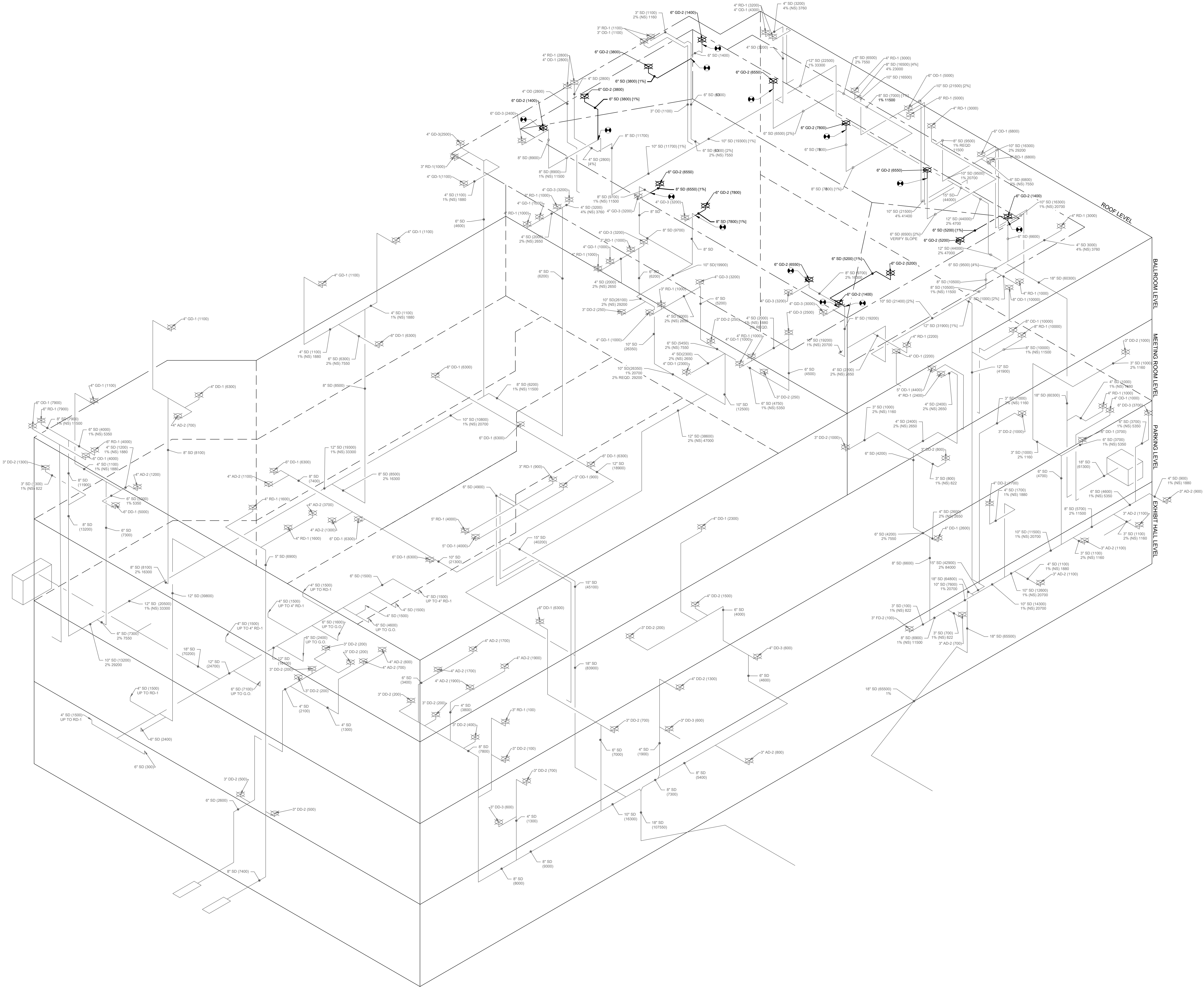
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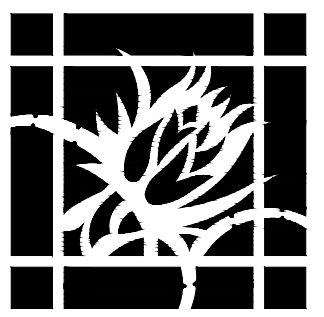
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1 P7.01 STORM DRAIN ISOMETRIC PLUMBING DIAGRAM

16 12 8 4 0 16 32
SCALE: 1/16" = 1'-0"

Architect:

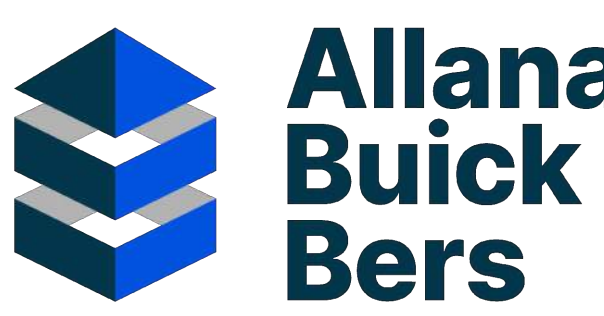


WCITARCHITECTURE
735 Kapalani Boulevard, Suite C400 Honolulu, Hawaii 96813 P: 808.592.2345 Fax: 808.592.2350



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Consultant:



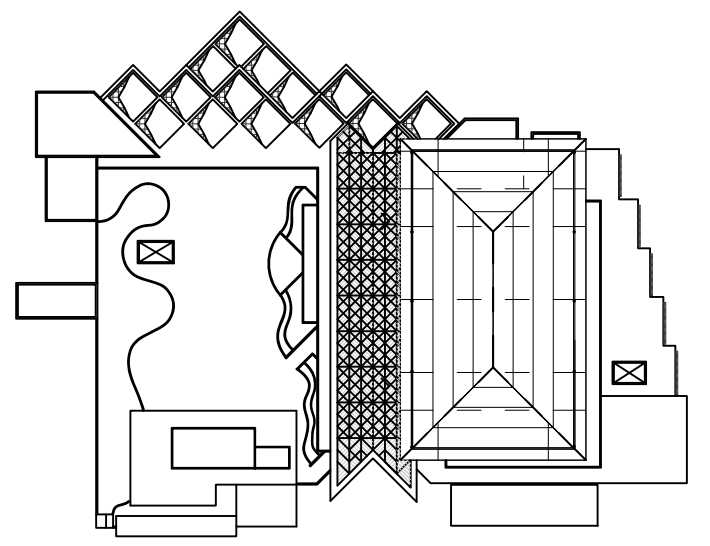
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DOCUMENTS

Project:

**HAWAII
CONVENTION
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REPAIR AND ROOF
SAFETY ANCHOR**

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Drawing:
STORM DRAIN ISOMETRIC
PLUMBING DIAGRAM

Revisions	
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Phase:	
Proj Number: 24110	
Date: JULY 9, 2024	
Sheet:	
WP7.01	
19 OF 19 SHEETS	

SECTION 07 5600
FLUID-APPLIED PMMA ROOFING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. The project plans, details and general Contract requirements apply to this Section.
- B. Section includes furnishing and installing the following existing Gutter Waterproofing:
 - 1. Basis of Design (BOD) Assembly:
 - a. Prepare substrates.
 - b. Roof insulation.
 - c. Cement Cover panel Board.
 - d. PMMA Fluid-applied Roofing.
 - e. Flashing materials.
 - f. Adhesives
 - 2. Bid Alternate Assembly:
 - a. Prepare substrate.
 - b. Roof insulation.
 - c. Cement Cover panel Board.
 - d. SBS modified bituminous self-adhering membrane roofing.
 - e. PMMA Fluid-applied Roofing.
 - f. Flashing materials.
 - g. Adhesives.
- C. Section includes contractor engaging a State of Hawaii licensed engineer to provide structural calculations for the project site to confirm in writing by roofing/waterproofing manufacturer that roofing/waterproofing assembly and adhesive application accommodate wind speed & wind uplift values for corner conditions, in compliance with 2018 IBC & ASCE 7-16.

1.03 ABBREVIATIONS

- A. DFT: Dry Film Thickness.
- B. WFT: Wet Film Thickness.

1.04 REFERENCES

- A. References in these specifications to standards, test methods and codes, are implied to mean the latest edition of each such standard adopted. The following is an abbreviated

list of associations, institutions, and societies which may be used as references throughout this specification section.

1. ASCE: American Society of Civil Engineers.
 - a. Minimum Design Loads and Associated Criteria for Buildings and Other Structures (7-16).
2. ASTM: American Society for Testing and Materials
 - a. ASTM C1289.
 - b. ASTM D41
 - c. ASTM D920
 - d. ASTM D6163
 - e. ASTM E108
3. FM: Factory Mutual Engineering and Research
4. NRCA: National Roofing Contractors Association
5. OSHA: Occupational Safety and Health Administration
6. SMACNA: Sheet Metal and Air Conditioning Contractors National Association
7. UL: Underwriters Laboratories
 - a. UL 790 guidelines
8. ACI: American Concrete Insititute
9. ICRI: International Concrete Repair Institute
10. SSPC: The Society for Protective Coatings
11. ISO 9001 certified.

1.05 DESCRIPTION OF WORK

A. Base Bid Assembly

1. Substrate: Galvanized sheet metal.
 - a. Existing substrate thoroughly cleaned to a Brite finish prior to waterproofing (roofing) material installation.
2. Tapered Insulation: Tapered Paratherm CG system, providing a slope of 1/4 - inch (2 percent) applied in Parafast Insulation Adhesive.
3. Cover Board Panel: Securock Gypsum-Fiber Roof Board, having a thickness of 1/2 -inch, applied in Parafast Insulation Adhesive.
4. Substrate and Cover Panel Preparation: All joints and breaks in the substrate surfaces shall be stripped in with 6 -inch wide reinforced Parapro 123 Flashing Membrane System before installation of the Parapro Roof Membrane System.
5. Waterproofing (Roof) System: Parapro Reinforced Liquid Roof Membrane System, liquid applied (PMMA).
6. Flashing System: Parapro 123 Reinforced Liquid Roof Flashing System, liquid applied (PMMA).
7. Installation conditions including, but not limited to:
 - a. Roof Drains.
 - b. Transitions to new and existing roof flashing.

B. Bid Alternate Assembly

1. Substrate: Galvanized sheet metal.
 - a. Existing substrate cleaned to meet manufacturers requirements for the installation of ProBase SA self-adhering membrane.
2. Tapered Insulation: Tapered Paratherm CG system, providing a slope of 1/4 - inch (2 percent) applied in Parafast Insulation Adhesive.

3. Cover Board Panel: Securock Gypsum-Fiber Roof Board, having a thickness of 1/2 -inch, applied in Parafast Insulation Adhesive.
4. Waterproofing (Roof) System: ProBase SA, self-adhered followed by;
 - a. Parapro Reinforced Liquid Roof Membrane System, liquid applied over the ProBase SA.
5. Flashing System: ProBase SA, self-adhered followed by;
 - a. Parapro 123 Reinforced Liquid Roof Flashing System, liquid applied.
6. Installation conditions including, but not limited to:
 - a. Roof Drains.
 - b. Transitions to new and existing roof flashing.

1.06 PREINSTALLATION MEETINGS

- A. Pre-installation Roofing Conference at Jobsite: Hold a meeting with the Owners Representative, Construction Manager, Waterproofing Consultant, Architect, Roofing Contractor, Roofing Manufacturer's Representative, and other applicable trades to discuss the means and methods related to roofing / waterproofing demolition, preparation and installation. The Roofing Contractor shall examine the substrates that will receive the specified roofing materials and confirm its suitability for installation of the specified roofing / waterproofing system.

1.07 ACTION SUBMITTALS

- A. Requirements: (As specified, and also as indicated in drawings)
 1. Submit manufacturer's product data for all components.
 2. Submit manufacturer's preparation requirements.
- B. Installation procedures. Submit manufacturer's written instructions.
- C. Wind Uplift Pressures, and compliance with project specific requirements: Submit as specified.

1.08 INFORMATIONAL SUBMITTALS

- A. Qualification Data:
 1. Installer: Submit written confirmation that they have a minimum of two (2) years of experience in successfully installing the same or similar roofing materials and be certified in writing by the roofing materials manufacturer to install the primary roofing products.
 2. Manufacturer: Submit written confirmation that the manufacturer of the primary roofing products has been successfully producing the specified types of primary products for not less than ten (10) years with a consistent composition for a minimum of five (5) years.
- B. System Qualification:
 1. Intent to Warrant Letter: Submit a signed letter on the roof membrane manufacturer's letterhead, confirming that specified roofing system complies with the warranty/guarantee requirements specified and the materials and performance criteria specified in Part 2.

2. Sample Warranty/Guarantee: Submit a sample copy of the manufacturer's proposed Warranty/Guarantee.

1.09 CLOSEOUT SUBMITTALS

- A. Maintenance Data: Submit the manufacturer's care and maintenance guide.
- B. Executed Guarantee: Provide the Contractor and Owner with an executed version of the specified guarantee.

1.10 BID ALTERNATE PRODUCT / SYSTEM SUBMITTAL

- A. Consideration of Alternate Systems: Submit in accordance with Bidding Documents. Submit alternate system for the specified roof systems to be considered as equivalent to the specified roof system no greater than duration indicated in Bid documents. Alternate proposed roof system will need to be reviewed and accepted as equivalent system meeting performance criteria to the specified roof system. Alternate product submittals shall include the following:
 1. Two 3 -inch x 5 -inch samples of the primary roofing and flashing membranes.
 2. Latest edition of the roofing system manufacturer's specifications and installation instructions.
 3. Evidence that the manufacturer of the proposed roofing system utilizes a quality management system that is ISO 9001 certified. Documentation of ISO 9001 certification of foreign subsidiaries without domestic certification will not be accepted.
 4. Evidence of Underwriters' Laboratories Class A acceptance of the proposed roofing system (including mopping asphalt or cold adhesive) without additional requirements for gravel or coatings.
 5. Evidence that the roof configuration (including fastening of insulation) has been tested by an accredited independent testing agency to meet the design wind load pressure as specified.
 6. List of three (3) of the proposed primary roofing manufacturer's projects, located in the United States, of equal size and degree of difficulty which have been performing successfully for a period of at least ten (10) years.
 7. Sample copy of the proposed guarantee.
- B. Technical Product Data: Submit the manufacturer's technical product data sheets for each type of product.
- C. Shop Drawings: Include plans, sections, and shop drawings/details for all applicable conditions.
- D. Product Samples: Submit product samples of the specified base, finish, flashing reinforcing, and flashing membrane.

1.11 QUALITY ASSURANCE

- A. Fire Rating: Submit evidence of exterior fire-test exposure by an approved third-party testing agency in accordance with ASTM E108 or UL 790 guidelines.
 1. Class A.

- B. Wind Uplift Pressures: (Contractor & roofing manufacturer shall confirm the following including uplift pressures)
1. General:
 - a. Contractor shall engage, and submit State of Hawaii licensed structural calculations which are confirmed by roofing manufacturer as evidenced by an approved third-party testing agency that the roof configuration has been tested to meet the confirmed wind uplift design.
 - b. Roofing manufacturer shall provide written confirmation that the installed assembly shall meet or exceed the following performance requirements as confirmed.
 - c. All loads are at service level Allowable Stress Design (ASD) divided by 0.6 for Load Resistance Factor Design applications and include a safety factor of 2.0 applied in accordance with ASTM D 6630 Standard Guide for Low Slope Insulated Roof Membrane Assembly Performance.
 - 1) Negative pressures are working away from the building (uplift)
 2. Design Criteria:
 - a. Applicable Code: 2018 IBC with Hawaii Amendments.
 - b. Roof Area: 334 linear feet by 2 feet wide gutter.
 - c. Mean Building roof Height: 110 feet
 - d. Roof Slope: Flat: 1-1/2 in12 or less.
 - e. Parapet(s) (Min. 36-inches high): None
 - f. Building Configuration: Enclosed
 - g. Exposure: B
 - h. Risk Category: II
 - i. Basic Wind Speed (Three second gust, mph): **135mph**
 - 1) Refer to State of Hawaii Wind Speed Maps.
 - j. Roof Deck Type: Steel
 - k. Roof Covering: Modified Bitumen & Fluid-Applied, reinforced
 - l. Class 1.
 3. Uplift Pressures: (Values include 2.0 Safety Factor)(Contractor to confirm)
 - a. Zone 1 (Field): 82.1 pounds per square foot (Not applicable)
 - b. Zone 2 (Roof Sides): 128.8 pounds per square foot (Not applicable)
 - c. Zone 3 (Corners): 175.5 pounds per square foot (Use for narrow gutter)

1.12 DELIVERY, STORAGE, AND HANDLING

- A. Delivery: Deliver roofing materials to Project site in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture, approval or listing agency markings, and directions for storing and mixing with other components.
- B. Storage: Store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by roofing manufacturer.
1. Protect stored liquid material from direct sunlight, heat, open fire, ignition sources, oxidizing agents, strong acids, and strong alkalis.
 2. Discard and legally dispose of liquid material that cannot be applied within its stated shelf life.

- C. Protection: Protect roof insulation materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources. Comply with the insulation manufacturer's written instructions for handling, storing, and protecting materials during installation.
- D. Handling: Handle and place roofing materials and equipment in a manner to avoid permanent deflection of deck.

1.13 FIELD CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit roofing to be installed in accordance with manufacturer's written instructions and warranty requirements.
- B. Membrane Protection: Provide protection against staining and mechanical damage for newly applied roofing and adjacent surfaces throughout this project.
- C. Debris Removal: Remove all debris daily from the project site and take to a legal dumping area authorized to receive such materials.
- D. Site Condition: Complete, to the owner's satisfaction, all job site clean-up including building interior, exterior and landscaping where affected by the construction.

1.14 GUARANTEE/WARRANTY

- A. Manufacturer's Guarantee/warranty: Provides that the Manufacturer will repair leaks through the covered roofing materials due to material or workmanship defects, subject to certain exclusions, during the specified time period. Refer to guarantee for complete coverage and restrictions.
 - 1. The Guarantee shall provide coverage for the roofing membrane, base flashings, roof insulation, fasteners, insulation adhesive, and cover panel. The Guarantee shall be non-prorated and contain no deductibles or limitations on coverage amount.
 - 2. Guarantee Period: Twenty (20) years from date of Substantial Completion.
- B. Special Project Warranty: Submit roofing contractor's warranty signed by the Installer, including all components of the roofing and insulation system for the following warranty period:
 - 1. Warranty Period: Two (2) years from date of Substantial Completion.

PART 2 - PRODUCTS

2.01 MANUFACTURER'S

- A. Basis-Of-Design (BOD): System and components specified by Siplast. Representative: Rob Worthing, Cell: 415-802-8918, rob@rwmaterialreps.com
 - 1. Alternates:
 - a. Or Approved Substitute.
- B. Fluid-applied roofing/waterproofing: **Parapro Roof Resin** by Siplast, Inc.
 - 1. Alternate: Or Approved Substitute
 - 2. Description: Resin for Finish Ply Membrane Construction: A multi-component, fast-curing, flexible PMMA-based resin for use in combination with fleece fabric to form a monolithic, reinforced roofing membrane. Physical and mechanical values are based on testing/evaluation of a 90-mil PMMA roof membrane reinforced with the specified fleece reinforcement.
 - 3. Performance:
 - a. Thickness (avg): 90 mils at 0.31 kg/ft² (3.3 kg/m²) coverage rate (ASTM D5147, section 5).
 - b. Peak Load (avg) @ 73°F : 70 lbf/in (12.3 kN/m) (ASTM D5147 section 6)
 - c. Peak Load (avg) @ 73°F : 90 lbf/inch (15.8 kN/m) (ASTM D412, dumbbell)
 - d. Elongation at Peak Load (avg) @ 73°F: 35% (ASTM D5147, section 6)
 - e. Elongation at Peak Load (avg) @ 73°F: 35% (ASTM D412, dumbbell)
 - f. Shore A Hardness (avg): 81 (ASTM D2240)
 - g. Water Absorption, Method I (24h @ 73°F): 0.8% (ASTM D570)
 - h. Water Absorption, Method II (48h @ 122°F): 1.2% (ASTM D570)
 - i. Low temperature flexibility @ 23 F (-5°C): PASS (ASTM D5147, section 11)
 - j. Dimensional Stability (max): 0.15% (ASTM D5147, section 10)
 - k. Tear Strength (avg): 90 lbf (ASTM D5147, section 7)
 - l. Approvals: UL Class listed, FM Approved (products shall bear seals of approval)
- C. Reinforcing: **Pro Fleece** by Siplast, Inc.
 - 1. Fleece for Membrane Reinforcement: A non-woven, 110 g/m², needle-punched polyester fabric reinforcement as supplied by the membrane system manufacturer.
 - 2. Alternate: Or Approved Substitute.

2.02 BASE FLASHING SHEET MATERIALS - TYPICAL

- A. Stripping and Flashing Reinforcing Ply: (Self-Adhering)
 - 1. **Pro Base SA** by Siplast, Inc.
 - a. Alternate: Or Approved Substitute
 - 2. Description: Stripping and Flashing Reinforcing Ply: An ASTM D6163, Type I, Grade S homogenous membrane with a glass-fiber reinforcing mat impregnated/saturated and coated each side with SBS modified bitumen blend with a factory applied polymer modified asphalt self-adhesive on the back surface of the sheet to provide full adhesion to the total surface area of the substrate. The

back side of the base ply shall be surfaced with a removable film, and the top of the sheet shall be surfaced with a factory-applied acrylic coating.

- B. Liquid Flashing System:
 - 1. **Parapro 123 Flashing** by Siplast, Inc.
 - a. Alternate: Or Approved Substitute
 - 2. Description: The specified liquid flashing system shall consist of a catalyzed PMMA-based membrane fully reinforced with a non-woven polyester fleece that is installed over a prepared or primed substrate.
- C. Low VOC Asphalt Primer: Asphalt / solvent blend primer for self-adhering Siplast SBS Roofing and Flashing systems primer for metal, concrete, masonry, and other approved substrates surfaces to facilitate adhesion of SBS modified flashing membranes.
 - 1. **917 Primer** by Siplast, Inc.
 - a. Alternate: Or Approved Substitute
 - 2. Performance:
 - a. Standard: Meets ASTM D41.
 - b. VOC Content: Less than 350 g/L.

2.03 AUXILIARY ROOFING MATERIALS

- A. Sealant: A flexible, moisture-curing, self-leveling elastomeric sealant designed for roofing applications.
 - 1. **PS-209 Elastomeric Sealant** by Siplast, Inc.
 - a. Performance:
 - 1) Standard: Meets ASTM D920.
 - 2) Accommodates dynamic movement.
 - 3) Adhesion to dissimilar materials.
 - 4) Bonds to:
 - a) Asphalt.
 - b) Aluminum.
 - c) Galvanized steel.
 - d) Wood.
 - e) Masonry.
 - f) Fiberglass-reinforced plastic.
 - g) Vinyl.
 - h) Coated metals.
 - 5) Does not shrink.
 - 6) VOC: Less than 19 g/L.
 - 7) Service Temperature: -40°F to 200°F.
 - 2. Alternate: Or Approved Substitute
- B. Sealant: A moisture-curing, non-slumping elastomeric sealant designed for roofing applications. Polyurethane hybrid composition.
 - 1. **PS-715 NS Elastomeric Sealant** by Siplast, Inc.
 - a. Performance:
 - 1) Color: Limestone Grey.
 - 2) Accommodates dynamic movement.
 - 3) Adhesion to dissimilar materials.
 - 4) VOC: Less than 15 g/L.

- 5) Service Temperature: -40°F to 200°F.
2. Alternate: Or Approved Substitute

2.04 ROOF INSULATION

- A. General: Insulation shall be approved in writing by the insulation manufacturer for intended use and for use with the specified roof assembly. Maintain a maximum panel size of 4 feet by 4 feet where polyisocyanurate / fiberboard insulation is specified to be installed in insulation adhesive or hot asphalt. Install only as much insulation as can be made watertight during the same work day.
- B. Tapered Polyisocyanurate Board Insulation (inorganic coated glass facer): A closed cell, rigid polyisocyanurate foam core material, integrally laminated between glass fiber reinforced organic facers, and meeting the criteria established by ASTM C1289, Type II, Class 2, Grade 2. The tapered system shall incorporate fill panels of a nominal thickness and provide for a roof slope of 1/4- inch. Acceptable types are as follows:
 1. **Tapered Paratherm CG** system by Siplast, Inc.
 - a. Alternate: Or Approved Substitute
- C. Uniform thickness Polyisocyanurate Board Insulation (inorganic coated glass facer): A closed cell, rigid polyisocyanurate foam core material, integrally laminated between glass fiber reinforced organic facers, and meeting the criteria established by ASTM C1289, Type II, Class 2, Grade 2. The tapered system shall incorporate fill panels of a nominal thickness and provide for a roof slope of 1/4- inch. Acceptable types are as follows:
 1. **Paratherm G CG** system by Siplast, Inc.
 - a. Alternate: Or Approved Substitute

2.05 INSULATION ACCESSORIES

- A. Tapered Edge Strips: A tapered panel composed of expanded volcanic minerals combined with waterproofing binders. The top surface shall be pre-treated with an asphalt based coating. The panels shall have a dimension sufficient to provide for a smooth transition and provide proper support for the membrane layer or subsequent layer of insulation when there are transitions of 1/4 -inch or greater.

2.06 INSULATION AND COVER BOARD ADHESIVE

- A. Adhesive: single or dual component low-rise polyurethane foam adhesive designed specifically for the adhesion of roof insulation to substrate, as well as subsequent layers of insulation. Acceptable manufacturers are as follows:
 1. Options:
 - a. **Parafast 1-Step LRF Cartridges** by Siplast, Inc. used with "Spot Shot Cartridge Applicators".
 - b. **Parafast PG-1 EF LRF Canister** by Siplast, Inc.
 - 1) Note: Part A Box includes Part A Canister, applicator, hoses, four dual-purpose static mixers, wrench, petroleum jelly, gloves. Part B Box Includes: Part B Canister. Do not need a pace cart for this adhesive type.
 - c. Alternates: Or Approved Substitute.

2.07 CEMENT COVER BOARD (PANEL)

- A. Substrate Cover Board: A cement-based panel conforming to ASTM C1325, Standard for Non-Asbestos Fiber-Mat Reinforced Cementitious Backer Units. Provide panels having a nominal thickness as specified and approved for roofing application.
1. **USG Securock Cement Roof Board** by United States Gypsum Corporation.
 - a. Alternate: Or Approved Substitute.
 2. Performance:
 - a. UL Classified (Type DCB) as to Surface Burning Characteristics and Noncombustibility in accordance with ASTM E84 (CAN/ULC-S102).
 - b. Meets Factory Mutual (FM) Class 1 and Underwriters Laboratories (UL) Class A fire ratings for unlimited slope in fire-barrier applications per UL 790.
 - c. Moisture and Mold: Scored a maximum "10" for mold resistance on ASTM D3273 and is highly water durable.
 - d. Mold Resistance: Score of 10 as rated according to ASTM D 3273.
 - e. ASTM E96: 5.84.
 - f. Surface-Burning Characteristics per ASTM E84:
 - 1) Flame Spread: 0.
 - 2) Smoke Developed: 0.
 - g. Flute Span-ability: 12-inches per ASTM E661.
 - h. R value: per ASTM C518.
 - 1) 0.39 at 1/2-inch thick.
 - i. Compressive Strength: 1,800 psi.
 - j. Weight:
 - 1) 2.4 lb./ft².at 1/2-inch thick.
 - k. Bending Radius: 6'-0"
 - l. Long Edges: Square.
 3. Sizes:
 - a. 48-inches by 48-inches
 - b. 48-inches by 96-inches.
 4. Thickness:
 - a. 1/2-inch.

2.08 ROOFING MEMBRANE SHEET MATERIALS – BID ALTERNATE ASSEMBLY

- A. Application: Apply onto cover board, prepared substrates prior to PMMA roof coating application.
- B. Bid Alternate: **Pro Base SA** by Siplast, Inc.
1. Alternate: Or Approved Substitute
 2. Base Ply: An ASTM D6163, Type I, Grade S homogenous membrane with a glass-fiber reinforcing mat impregnated/saturated and coated each side with SBS modified bitumen blend with a factory applied polymer modified asphalt self-adhesive on the back surface of the sheet to provide full adhesion to the total surface area of the substrate. The back side of the base ply shall be surfaced with a removable film. The cross sectional area of the sheet material shall contain no oxidized or non-SBS modified bitumen. The base ply shall be surfaced with a factory-applied acrylic coating and possess the following physical/mechanical properties.
 3. Performance:

- a. Thickness (avg): 102 mils (2.6 mm) (ASTM D5147)
 - b. Thickness (min): 98 mils (2.5 mm) (ASTM D5147)
 - c. Weight (min per 100 ft² of coverage): 69 lb (3.4 kg/m²)
 - d. Peak filler content in elastomeric blend - 35% by weight
 - e. Low temperature flexibility @ -15°F (-26°C): PASS (ASTM D5147)
 - f. Peak Load (avg) @ 73°F (23°C): 30 lbf/inch (5.3 kN/m) (ASTM D5147)
 - g. Peak Load (avg) @ 0°F (-18°C): 75 lbf/inch (13.2 kN/m) (ASTM D5147)
 - h. Ultimate Elongation (avg.) @ 73°F (23°C): 50% (ASTM D5147)
 - i. Compound Stability (max): 0.1% (ASTM D5147)
 - j. High Temperature Stability (min): 250°F (121°C) (ASTM D5147)
- C. Primer for Self-Adhesive Membranes: Primer for self-adhesive membranes shall be a single component, water-based resinous primer formulated to condition masonry, wood, plywood, concrete, asphaltic, and gypsum surfaces to facilitate adhesion of self-adhesive membranes.
1. **TA-119 Primer** by Siplast, Inc.
 - a. Alternate: Or Approved Substitute
 2. Performance:
 - a. Color: Milky Pink.
 - b. VOC Content: Less than 50 g/L.
 - c. Flash Point: Greater than 212°F
 - d. Non-Asphaltic.

2.09 PMMA FLUID-APPLIED RESIN ACCESSORIES

- A. Cleaning Solution/Solvent: A clear solvent used to clean and prepare transition areas of in-place catalyzed resin to receive subsequent coats of resin and to clean substrate materials to receive resin. For use at clean metal as well.
1. **Pro Prep M** by Siplast, Inc.
 - a. Alternates: Or Approved Substitute.
- B. Preparation Paste: A PMMA-based paste used for remediation of depressions in substrate surfaces or other irregularities.
1. **Pro Paste Resin** by Siplast, Inc.
 - a. Alternates: Or Approved Substitute.
- C. Catalyst: A peroxide-based reactive agent used to induce curing of PMMA-based resins.
1. **Pro Catalyst Powder** by Siplast, Inc. and **Pro Catalyst Liquid** by Siplast, Inc.
 - a. Alternates: Or Approved Substitute.
- D. Primers for PMMA Resin-based Roof Membrane and Flashing
1. Primer for Wood, Plywood and Rigid Insulation, Masonry and Vertical Concrete Substrates: A fast-curing PMMA-based primer for use in over wood, plywood, and rigid insulation substrates.
 - a. **Pro Primer W** by Siplast, Inc.
 - 1) Alternates: Or Approved Substitute.
- E. Joint Tape: A thermoplastic/rubber based sheet having a woven polyester backing used to treat joints between rigid insulation, flashing substrate panels and joints at cover plates used over sheet metal components. The tape shall have a minimum width of 4 -inches.
1. **Eternabond Webseal** by Eternabond, Inc.

- a. Alternates: Or Approved Substitute.
- F. Spray Primer for Stainless Steel, Aluminum and Copper Substrates: An enamel spray primer for metal substrates to receive PMMA-based flashings.
 - 1. **Rust-Oleum™ High Performance V2100 System Enamel Spray Primer** by Rust-Oleum™, Vernon Hills, IL.
 - a. Alternates: Or Approved Substitute.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Substrate Qualification: The installing contractor shall examine all substrates where the specified roofing and flashing system will be applied and confirm their suitability to receive the specified roofing materials.

3.02 PREPARATION OF SUBSTRATES

- A. Preparation of Steel Substrates: Grind to generate a "bright metal" surface and remove loose particles.
 - 1. Extend preparation area a minimum of 1/2-inch beyond the termination of the roofing/flashing system.
 - 2. Notch steel surfaces to provide a rust-stop where detailed.
- B. Preparation of Stainless Steel, Aluminum and Copper Substrates: Hand tool (SSPC-SP-2) or power tool (SSPC-SP-3) clean to remove loose rust, mill scale, and deteriorated previous coatings as well as to generate a tooth.
 - 1. Protect surrounding surfaces from overspray.
 - 2. Shake can for one minute after mixing ball is heard.
 - 3. Hold can 10-14 inches from surface.
 - 4. Apply several light coats a few minutes apart to avoid drips and runs.
 - 5. Recoat within 1 hour or after 24 hours; allow more time in cooler temperatures.
 - a. Monitor ambient and substrate temperatures/conditions to ensure that they are within the paint manufacturer's acceptable range.
- C. Rigid Plastic Flashing Substrates: Evaluate the plastic for compatibility with the resin materials.
 - 1. Lightly abrade the surface to receive the flashing system, clean plastic substrates using the specified the cleaner/solvent and allow to dry.
 - 2. Extend the preparation area a minimum of 1/2 -inch beyond the termination of the flashing system.
- D. Preparation of galvanized steel for Parapro:
 - 1. Substrate must be clean and dry and free from gross irregularities, loose material, unsound material, or any foreign material (such as dirt, ice, snow, water, grease, bitumen/coal tar, oil, release agents, lacquers, paint coverings), or any other condition that would be detrimental to the adhesion of the catalyzed primer and/or resin to the substrate.
 - 2. Remove rust or other oxidation layers.
 - 3. Abrade surface to bright finish prior to cleaning with Pro Prep or Pro Prep M.

4. Wipe down thoroughly with Pro Prep or Pro Prep M prior to coating. Allow Pro Prep/Pro Prep M a minimum of 20 minutes drying time after application before continuing. The next application process should be completed within 60 minutes of cleaning with Pro Prep/Pro Prep M.
- E. Preparation of galvanized steel for ProBase SA:
 1. Make sure surface is clean, dry, and free of any debris to accept Primer.
 2. Prime with Siplast TA-119 Primer.

3.03 CLEANING PREPARATION

- A. Sweep and vacuum all surfaces, removing all loose aggregate and foreign substances including existing adhesives prior to commencement of roofing.
 1. Remove all of the following existing conditions:
 - a. As indicated in drawings.
 - b. Roof membrane.
 - c. Insulation.
 - d. Base flashings.
 - e. Edge metal.
 - f. Flanged metal flashings.
 - g. Cants.
 - h. Drain assemblies.
 - 1) Refer also to Plumbing Drawings.
 - i. Metal trim, counter flashing.
 - 1) Install new metal flashing as detailed / noted.
 - 2) Reinstall existing metal flashing as detailed / noted.

3.04 INSTALLATION OF ROOFING, GENERAL GUIDELINES

- A. General Appearance: Ensure that the finished roofing application has an aesthetically pleasing overall appearance and is acceptable to the Waterproofing Consultant, Architect, Construction Manager, and Owners representative.
- B. Manufacturers approved technical representative shall inspect roofing assembly during preparation, installation and after completion to confirm compliance with manufacturers requirements, and to meet warranty criteria and wind pressure uplift.

3.05 INSTALLATION OF INSULATION

- A. Install insulation panels with end joints offset with edges in moderate contact in accordance with the insulation manufacturer's requirements. Where insulation is installed in two or more layers, stagger joints between layers. Maintain a maximum panel size of 4 feet by 4 feet for polyisocyanurate insulation applied in insulation adhesive. Install only as much insulation as can be made watertight within the same work day.
- B. Install cover board adhered to substrate to meet project specific wind uplift pressures, wind speed, and meet all code requirements.
- C. Crickets: Construct crickets of tapered insulation panels in a layout as indicated on the roof plan.

- D. Tapered Edge at Transitions: Field-cut, shape and install tapered edge strip at transitions of 1/4 -inch or greater between substrate components to provide a smooth transition and proper support for the subsequent insulation layer or membrane/flashing system components.
- E. Insulation - multiple layer: Install all layers in an application of the specified insulation adhesive in 3/4- to 1-inch wide beads spaced 4 -inches on center. Panels may be affected by post-growth of the insulation adhesive. Continuous walking in of the panels is recommended particularly in perimeter/corner areas with reduced bead spacing. Follow the requirements and guidelines of the insulation adhesive manufacturer/supplier. Stagger the panel joints between insulation layers.

3.06 INSTALLATION OF COVERBOARD

- A. Install coverboard panels with end joints offset with edges in moderate contact in accordance with the coverboard manufacturer's requirements.
- B. Boards to be laid with all joints staggered 12-inches minimum from adjacent rows and from joints of insulation board layer below.
- C. Closely cut each board to tightly fit around all roof penetrations.
- D. No boards shall be cut to less than 1 square foot in size.
- E. Fit each board snugly against adjacent boards so that no gap larger than 1/8 -inch exists.
- F. Carefully inspect the installation to ensure that each board fits flush with adjacent boards.
- G. Boards with broken corners or that display cupping or warping shall be replaced.
- H. Install cover board adhered to substrate to meet project specific wind uplift pressures, wind speed, and meet all code requirements, unless indicated to be more restraining.
- I. Foam Adhesive Attachment of Substrate Cover Board at Horizontal Applications:
 - 1. Using a ribbon pattern space 3/4-inch-wide beads of foam at required spacing meeting project uplift pressures. If fastening pattern set by manufacturer or necessary to meet ASCE 07-16 wind uplift requirements exceeds those of this section, the more stringent fastening requirements are to be followed. Fastening pattern to be increased in corners and perimeters per the requirements of ASCE 07-16.
 - a. Typical: As indicated in Drawings.
 - 1) Contractor and roofing manufacturer to confirm wind uplift pressures and adhesive spacing as specified.
 - 2. As adhesive is applied, immediately place board into wet adhesive. Do not allow adhesive to skin over. Eliminate un-even surfaces to ensure positive contact between the board and substrate. Foam cannot be applied to a wet substrate.
- J. Tapered Edge at Transitions: Field-cut, shape and install cover board to be a smooth transition including drain Sumps and crickets.

3.07 APPLICATION OF BITUMINOUS ROOFING MEMBRANE

- A. Apply the modified bitumen ply sheet with side laps running perpendicular to the direction of the slope. Exert sufficient pressure on the roll during application to ensure prevention of air pockets, wrinkles, creases or fishmouths.
 - 1. Refer to the manufacturer's guidelines for maximum sheet lengths and special fastening of the head laps where the roof deck slope exceeds 1/2 -inch per foot.
- B. Unroll the base ply and set the roll into place utilizing minimum 3 -inch side and end laps. Fold one end of the roll back onto itself by 24 -inches. Peel the release film off of the back of the 24 -inch end section of the sheet and lay into place, pressing the 24 -inch end section of the sheet firmly into place over the substrate. Pull the release film free from the underside of the remainder of the sheet while pressing the material into place with a follow tool as the film is being removed, leaving the end laps unadhered.
 - 1. Prior to adhering the end laps, cut a dog ear angle at each end lap on overlapping selvage edges. Torch seal or heat weld end laps, ensuring that the self-adhesive blend on the underside of the overlapping sheet and the top surface of the underlying sheet flow into a layer of continuously bonded or fused modified bitumen. Using a clean trowel, apply top pressure to top seal T-laps immediately following sheet application.
 - 2. To heat-weld the side laps, place a straight 2-inch x 6-inch or larger board adjacent to the modified bitumen sheet overlap to help reduce lifting of the overlapping sheet beyond the selvage area, inhibiting the potential for entrapped air during heat welding. Lay the board such that the hand held welder nozzle does not extend into the overlap beyond the specified lap width. Hand-roll the side laps, head laps, and T-laps of the membrane behind the heat welder. Stagger end laps a minimum of 3 -feet.
 - a. In cases where rapid onset of inclement weather occurs, seal exposed lap edges with a torch or hot-air welder and trowel.
- C. APPLICATION OF BITUMINOUS STRIPPING
 - 1. Apply the specified base flashing materials in accordance with the manufacturer's standard details. Notify the Waterproofing Consultant, Architect and Construction Manager immediately of any flashing heights below 8 -inches.
 - 2. Flash walls and curbs using the reinforcing sheet. Exert pressure on the flashing reinforcing sheet during application to ensure complete contact with the vertical/horizontal surfaces, preventing air pockets. Check and seal all loose laps and edges. Nail the top edge of the flashing reinforcing on 9 -inch centers minimum, or less as detailed. Install the specified liquid-applied flashing system in accordance with the membrane system manufacturer's printed installer's guidelines and other applicable written recommendations as provided by the manufacturer.
 - a. See the manufacturer's schematic for visual interpretation.

3.08 MIXING OF RESIN PRODUCTS

- A. Preparation/Mixing/Catalyzing Resin Products: Pour the desired quantity of resin into a clean container and using a spiral mixer or mixing paddle, stir the liquid for the time period specified by the resin manufacturer. Calculate the amount of catalyst powder or liquid needed using the manufacturer's guidelines and add the pre-measured catalyst to

the resin component. Mix again for the time period specified by the resin manufacturer, ensuring that the product is free from swirls and bubbles. To avoid aeration, do not use a spiral mixer unless the spiral section of the mixer can be fully contained in the liquid during the mixing process. Mix only enough product to ensure that it can be applied before pot life expires.

- B. Preparation/Mixing/Catalyzing Aggregate-Filled Resin Products: Pour the entire desired quantity of resin into a clean container and slowly add the pre-measured quantity of aggregate using a spiral mixer or mixing paddle, stirring the mixture for the time period specified by the resin manufacturer. Calculate the amount of catalyst powder or liquid needed using the manufacturer's guidelines and add the pre-measured catalyst to the resin/aggregate mixture. Mix again for the time period specified by the resin manufacturer, ensuring that the product is free from swirls and bubbles. To avoid aeration, do not use a spiral mixer unless the spiral section of the mixer can be fully contained in the liquid during the mixing process.
 - 1. Mix only enough product to ensure that it can be applied before pot life expires.

3.09 PREPARATION PASTE AND PRIMER APPLICATION

- A. Surface preparation for metals, refer to Part 3.02 PREPARATION OF SUBSTRATES.
- B. Primer Application: Apply catalyzed primer resin using a roller or brush at the rate specified by the primer manufacturer over qualified and prepared substrates. Apply primer resin at the increased rate specified by the primer manufacturer over Cement Cover Roof Board or other porous substrates. Do not let resin pool or pond. Do not under-apply or over-apply primers as this may interfere with proper primer catalyzation. Make allowances for waste, including saturation of roller covers and application equipment.
- C. Paste Application: Apply catalyzed preparation paste using a trowel over prepared and primed substrates. Before application of any resin product over cured paste, wipe the surface of the paste using the specified cleaner/solvent and allow to dry. Treat the surface again if not followed up by resin application within 60 minutes.
- D. Primer for Self-Adhesive Flashing Reinforcing Ply: Apply the specified tacky primer by roller or spray in an even film.
 - 1. Refer to the manufacturer's literature for the approved rate of application over various substrate types.
 - 2. Allow the primer to dry until it leaves a slightly sticky surface without transfer when touched. Cutting or alteration of the primer is not permitted.
- E. Asphaltic Primer for Modified Bituminous Sheets: Prime metal and concrete and masonry surfaces with a uniform coating of the specified asphalt primer according to the manufacturer's published application rate.
 - 1. Cutting or alteration of the primer is not permitted.

3.10 FLASHING AND FIELD MEMBRANE APPLICATION

A. Base Flashing Application:

1. Using masking tape, mask the perimeter of the area to receive the flashing system. Apply resin primer to substrates requiring additional preparation and allow primer to cure.
2. Pre-cut fleece to ensure a proper fit at transitions and corners prior to membrane application.
3. Apply an even, generous base coat of flashing resin to prepared surfaces using a roller at the rate specified by the resin manufacturer. Work the fleece into the wet, catalyzed resin using a brush or roller to fully embed the fleece in the resin and remove trapped air. Lap fleece layers a minimum of 2 -inch and apply an additional coat of catalyzed resin between layers of overlapping fleece. Again using a roller, apply an even top coat of catalyzed resin immediately following embedment of the fleece at the rate specified by the resin manufacturer, ensuring that the fleece is fully saturated. Ensure that the flashing resin is applied to extend beyond the fleece (maximum 1/4-inch. Remove the tape before the catalyzed resin cures. Make allowances for waste, including saturation of roller covers and application equipment.
4. Should work be interrupted for more than 12 hours or the surface of the cured resin becomes dirty or contaminated by the elements, wipe the surface to be lapped with new flashing resin using the specified cleaner/solvent. Allow the surface to dry for a minimum 20 minutes and a maximum 60 minutes before continuing work.

B. Field Membrane Application

1. Using the specified cleaner/solvent, wipe flashing membrane surfaces to be lapped with field membrane. Allow the surface to dry for a minimum 20 minutes before continuing work.
2. Apply an even, generous base coat of field membrane resin to prepared surfaces using a roller at the rate specified by the resin manufacturer. Work the fleece into the wet, catalyzed resin using a 9-inch roller to fully embed the fleece in the resin and remove trapped air. Lap fleece layers a minimum of 2 -inch and apply an additional coat of catalyzed resin between layers of overlapping fleece. Again using a roller, apply an even top coat of catalyzed resin immediately following embedment of the fleece at the rate specified by the resin manufacturer, ensuring that the fleece is fully saturated. Make allowances for waste, including saturation of roller covers and application equipment. Allow 2 hours cure time prior to exposing the membrane to foot traffic.

C. Color Finish Application

1. Ensure that the field and flashing membrane and has been in place for a minimum 2 hours. Using the specified cleaner/solvent, wipe field membrane surfaces to receive the color finish layer. Allow the surface to dry for a minimum 20 minutes before continuing work.
2. Apply an even top coat of catalyzed color finish resin at the rate specified by the resin manufacturer. Allow 2 hours cure time prior to exposing the membrane to foot traffic.

3.11 APPLICATION OF SEALANT

- A. Apply a smooth continuous bead of the specified sealant at the exposed finish ply edge transition to metal flashings incorporated into the roof system.

3.12 FIELD QUALITY CONTROL

- A. Notify the manufacturer of job completion in order to schedule a final inspection date. Hold a meeting at the completion of the project, attended by all parties that were present at the pre-job conference. A punch list of items required for completion shall be compiled by the manufacturer's representative. Complete, sign, and send the punch list form to the manufacturer's headquarters.
- B. Leave all areas around job site free of debris, roofing materials, equipment, and related items after completion of job.
- C. Complete all post installation procedures and meet the manufacturer's final endorsement for issuance of the specified guarantee.

END OF SECTION

SECTION 07 6200
SHEET METAL FLASHING AND TRIM

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. Section Includes furnishing and installing the following sheet metal components:
1. General:
 - a. Custom fabricated flashing.
 - b. Refer to Drawings.
 2. Metal Flashing:
 - a. Stainless: Passivated.
 - 1) Concealed.
 - a) Refer to, but not limited to Detail 1/WP5.01.
 - b) Refer to, but not limited to Detail 8/WP5.01.
- B. Section includes furnishing and installing the following Accessories:
1. Sealants: Sealants associated with sheet metal work.
 - a. Reference: Refer to, but not limited to 1 & 8/WP5.01, WP9.01 & WP9.02)
 - b. Butyl rubber.
 - c. Polyurethane as approved by Fluid-Applied gutter waterproofing coating mfr.
 - 1) Refer to Section 07 5600 "Fluid-Applied Roofing."
 - d. Silicone:
 2. Tapes-two sided: Associated with sheet metal work.
 - a. Reference: Refer to, but not limited to 1 & 8/WP5.01, WP9.01 & WP9.02)
 - b. Butyl rubber pressure sensitive two-sided tape.
 3. Fasteners:
 - a. Stainless steel Rivets.
 - b. Stainless steel fasteners.
 - c. Replacement fasteners for existing standing seam metal roofing exposed fasteners.
- C. Section includes adhesion testing of sealants, and two-sided tapes by contractor in accordance with product manufacturers requirements.

1.03 RELATED REQUIREMENTS

- A. Section 07 5600 "Fluid-Applied Roofing".

1.04 REFERENCES

- A. SMACNA, Architectural Sheet Metal Manual, 7th. Edition, January, 2012.
- B. SMACNA, Figure 3-3 Locks and Seams Design Data:
 - 1. No. 21. Cover Plate With Backup Plate, page 3.7.
- C. ASTM C1193 Standard Guide for Use of Joint Sealant.
- D. Dow Corning Americas, Technical Manual.

1.05 COORDINATION

- A. Coordinate sheet metal flashing and trim layout and seams with sizes and locations of penetrations to be flashed, and joints and seams in adjacent materials.
- B. Coordinate sheet metal flashing and trim installation with waterproofing, roofing, wall materials, joints, and seams to provide leak proof, secure, and noncorrosive installation.
- C. Coordinate sheet metal flashing with fluid-applied gutter / roof coating waterproofing.

1.06 PREINSTALLATION MEETINGS

- A. Pre-installation Conference: Conduct conference at Project site.
 - 1. A preinstallation meeting shall be held at the project site prior to commencement of field installation to establish procedures to maintain required working conditions and to coordinate this Work with related and adjacent Work. Verify that final details comply with current recommendations published in SMACNA's "Architectural Sheet Metal Manual" and NRCA's Roofing and Waterproofing Manual.
 - a. Meeting attendees shall include representatives for the:
 - 1) Building Envelop Consultant (ABB).
 - 2) Architect. (WCIT).
 - 3) Contractor.
 - 4) Sheet metal contractor and installers of related and adjacent Work.
 - 5) Owners Representative.
 - 6) Construction Manager.
 - 2. Review construction schedule. Verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
 - 3. Review requirements for insurance and certificates if applicable.
 - 4. Review sheet metal flashing observation and repair procedures after flashing installation.
 - 5. Conduct as part of roofing / gutter installation Pre-installation Conference, if possible, for the various roof assemblies.
 - 6. Review special roof / gutter details, roof drainage, roof-penetration flashing, equipment curbs, and condition of other construction that affect sheet metal flashing and trim.

1.07 ACTION SUBMITTALS

- A. Comply with Section 01 3300 "Submittal Procedures"
- B. Product Data: For each type of product.
 - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for each manufactured product and accessory.
- C. Shop Drawings: Show fabrication and installation layouts of sheet metal flashing and trim, including plans, elevations, expansion-joint locations, and keyed details. Reference applicable Contract Drawing detail. Include the following, but not limited to:
 - 1. Distinguish between shop- and field-assembled work.
 - 2. Detail formed flashing and trim at a scale of not less than 3 -inches per 12 -inches.
 - 3. Include plans, elevations, sections, and attachment details.
 - 4. Identification of material, thickness, weight, and finish for each item and location in Project.
 - 5. Details for forming sheet metal flashing and trim, including profiles, shapes, seams, and dimensions.
 - 6. Details for joining, supporting, and securing sheet metal flashing and trim, including layout of fasteners, cleats, clips, and other attachments. Include pattern of seams.
 - 7. Details of termination points and assemblies, including fixed points.
 - 8. Details of perimeter conditions.
 - 9. Details of specialized conditions including saddles, transitions, and terminations in sheet metal flashing.
 - 10. Include details for forming, including profiles, shapes, seams, and dimensions.
 - 11. Include details for joining, supporting, and securing, including layout, and spacing of fasteners, cleats, clips, and other attachments.
 - a. Include pattern of seams.
 - 12. Include details of termination points and assemblies.
 - 13. Include details of special conditions.
 - 14. Include details of connections to adjoining work.
 - 15. Include details of edge conditions, including eaves, ridges, valleys, rakes, crickets, and counterflashing's as applicable.
 - 16. Detail formed flashing and trim at scale of not less than 3-inches per 12-inches.
- D. Samples for Initial Selection: For each type of sheet metal flashing and accessory indicated with factory-applied color finishes involving color selection.
 - 1. Three (3) 6-inch square samples of specified sheet metal materials to be exposed as finished surfaces.
 - 2. Three (3) 12-inch long samples of factory-fabricated products exposed as finished Work. Provide complete with specified factory finish.
- E. Samples for Initial Selection: For each type of accessory indicated.
 - 1. One (1) 11 oz. tube of each specified sealant.
 - 2. One (1) sample of Butyl rubber Sealant Tape.
 - 3. Three (3) samples each of proposed fasteners and accessories to be used.
- F. Samples for Verification: For each type of exposed finish.

1. General:
 - a. Sheet Metal flashing: 12-inches long by actual width of unit, including finished seam and in required profile. Include fasteners, cleats, clips, closures, and other attachments.
 - b. Trim, Metal Closures, Expansion Joints, Joint Intersections, and Miscellaneous Fabrications: 12 -inches long and in required profile. Include fasteners and other exposed accessories.
 - c. Unit-Type Accessories and Miscellaneous Materials: Full-size Sample.
2. Materials:
 - a. Stainless Steel

1.08 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For fabricator.
- B. Product Test Reports: For each product, for tests performed by a qualified testing agency.
- C. Product Certificates: For each type of coping and roof edge flashing that is SPRI ES-1 tested.
- D. Sample Warranty: For special warranty.

1.09 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For sheet metal flashing and trim, and its accessories, to include in maintenance manuals.

1.10 QUALITY ASSURANCE

- A. Fabricator Qualifications: Employs skilled workers who custom fabricate sheet metal flashing and trim similar to that required for this Project and whose products have a record of successful in-service performance.
 1. For exposed copings, roof edge flashings, and counterflashing (Skirt) shall be SPRI ES-1 tested, shop shall be fabricated by a ES-1
 - a. Certified shop listed as able to fabricate to this standard including required details.
- B. Installer Qualifications: Engage an experience Installer who has completed sheet metal flashing and trim work similar in material, design, and extent to that indicated for this Project and with a record of successful in-service performance.
- C. Sheet Metal Flashing and Trim Standard: Comply with SMACNA's "Architectural Sheet Metal Manual" unless more stringent requirements are specified or shown on Drawings.

- D. Mockups: Build mockups to verify selections made under Sample submittals, to demonstrate aesthetic effects, and to set quality standards for fabrication and installation.
1. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless one of the following approves in writing:
 - a. Building Envelop Consultant (ABB).
 - b. Construction Manager.
 2. Build mockup of each fabrication, including, but not limited to, reglet and counterflashing, approximately 10 -feet long, including inside corners, outside corners, supporting construction cleats, seams, attachments, underlayment, and accessories.
 - a. Locate mockups on-site in the location and of the size indicated or, if not indicated, as directed by;
 - 1) Building Envelop Consultant (ABB).
 - b. Notify the appropriate parties one week in advance of the dates and times when mockups will be constructed.
 - 1) Building Envelop Consultant (ABB).
 - 2) Architect.
 - 3) Construction Manager.
 - c. Demonstrate the proposed range of aesthetic effects and workmanship.
 - d. Obtain approval of mockups before start of final unit of Work with the following.
 - 1) Building Envelop Consultant (ABB).
 - e. Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.
- E. Coordinate Work of this Section with interfacing and adjoining Work for proper sequencing of each installation.

1.11 DELIVERY, STORAGE, AND HANDLING

- A. Do not store sheet metal flashing and trim materials in contact with other materials that might cause staining, denting, or other surface damage. Store sheet metal flashing and trim materials away from uncured concrete and masonry.
- B. Protect strippable protective covering on sheet metal flashing and trim from exposure to sunlight and high humidity, except to extent necessary for period of sheet metal flashing and trim installation.

1.12 WARRANTY – SHEET METAL WORK

- A. The Contractor agrees to repair or replace sheet metal flashing and trim that fail within the specified period.
1. The warranty shall include labor and materials.
 2. Warranty Period: Five (5) years from date of Project Acceptance.

1.13 WARRANTY – SEALANTS AND TWO-SIDED TAPES

- A. Installer's Warranty: Manufacturer's standard form in which Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
 - 1. Five (5) years from date of Substantial Completion.
- B. Manufacturer's Warranty: Manufacturer agrees to furnish joint sealants to repair or replace those joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
 - 1. 100 percent silicone: Twenty (20) years from date of Substantial Completion.
 - 2. Non Silicone: Five (5) years from date of Substantial Completion.
- C. Special warranties specified in this article exclude deterioration or failure of joint sealants from the following:
 - 1. Movement of the structure caused by stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression.
 - 2. Disintegration of joint substrates from causes exceeding design specifications.
 - 3. Mechanical damage caused by individuals, tools, or other outside agents.
 - 4. Changes in sealant appearance caused by accumulation of dirt or other atmospheric contaminants.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. Termination Bars and fasteners as specified.
- B. Shop fabricated metal components by a qualified Fabricator.
- C. Replacement fasteners.
 - 1. Type: As specified.
 - 2. Applications:
 - a. Refer to drawings.
 - b. At existing standing seam roofing.
 - c. At added metal flashing
 - 3. Basis of Design (BOD): As specified.
 - a. Alternate: Or Approved Substitute.
- D. Fasteners, Screws.
 - 1. Type: As specified.
 - 2. Applications:

- a. Refer to drawings.
- 3. Basis of Design (BOD): As specified.
 - a. Alternate: Or Approved Substitute.
- E. Sealants as specified.
 - 1. Applications:
 - a. Refer to drawings.
 - 2. Basis of Design (BOD): As specified.
 - a. Alternate: Or Approved Substitute.
- F. Two-sided tapes as specified.
 - 1. Applications:
 - a. Refer to drawings.
 - 2. Basis of Design (BOD): As specified.
 - a. Alternate: Or Approved Substitute.
- G. Rivets as specified.
 - 1. Applications:
 - a. Refer to drawings.
 - b. At soldered joints.
 - 2. Basis of Design (BOD): As specified.
 - a. Alternate: Or Approved Substitute.

2.02 PERFORMANCE REQUIREMENTS

- A. General: Sheet metal flashing and trim assemblies shall withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction.
 - 1. Completed sheet metal flashing and trim shall not rattle, leak, or loosen, and shall remain watertight.
- B. Install systems to allow movement of components without causing buckling, failure of joint seals, undue stress on fasteners or other detrimental effects, when subjected to 100-year seasonal temperature ranges.
- C. Sheet Metal Standard for Flashing and Trim:
 - 1. Stainless Steel: Comply with SMACNA's "Architectural Sheet Metal Manual" requirements for dimensions and profiles shown unless more stringent requirements are indicated.
- D. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes to prevent buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
 - 1. Temperature Change: 120 deg F, ambient; 180 deg F, material surfaces.

- E. Install specialized, custom fabricated, sheet metal saddles for waterproof performance at terminations and transitions of sheet metal flashing and trim such as multi-plane intersects, and:
 - 1. Where indicated in Drawings.
 - 2. Where constructed conditions will not provide watertight performance without saddles.
- F. Contractor shall inspect transitions and terminations to make Project watertight. Contract Documents indicate design intent and may not indicate all instances where saddles apply. Field verify locations where saddles are required.
- G. Temperature Change: 120 deg F , ambient; 180 deg F , material surfaces.

2.03 SHEET METAL

- A. General: Protect mechanical and other finishes on exposed surfaces from damage by applying strippable, temporary protective film before shipping.
- B. Stainless-Steel Sheet: ASTM A 240 or ASTM A 666, Type 304, dead soft, fully annealed; with smooth, flat surface.
 - 1. General:
 - a. Treatment: Passivated all surfaces.
 - b. Gauge: Refer to Drawings.
 - 2. Finish: (Exposed)
 - a. No. 4 (polished directional satin)
 - 3. Finish: (Concealed)
 - a. No. 4 (polished directional satin)

2.04 MISCELLANEOUS MATERIALS

- A. General: Provide materials and types of fasteners, solder, protective coatings, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation and as recommended by manufacturer of primary sheet metal or manufactured item unless otherwise indicated.
- B. Provide fasteners as specified, and as indicated in drawings.
- C. General fasteners include, but not limited to:
 - 1. Description: Metal screws, wood screws, annular threaded nails, self-tapping screws, self-locking rivets and bolts, sheet metal screws, ring shank at wood and other suitable fasteners designed to withstand design loads and recommended by manufacturer of primary sheet metal or manufactured item.
- D. Fasteners:
 - 1. Self-drilling type screws typically.
 - 2. Exposed Fasteners: Head type and washers as specified.
 - 3. Provide metal-backed EPDM sealing washers under heads of exposed fasteners bearing on weather side of metal.

4. Concealed fasteners: Flat pan or pancake heads, typically.
 5. Heads matching color of sheet metal using plastic caps or factory-applied coating.
 6. Blind / concealed Fasteners: Type as specified
 7. Rivets: Where indicated, where specified.
- E. Solder:
1. For Stainless Steel: ASTM B 32, Grade Sn96, with acid flux of type recommended by stainless-steel sheet manufacturer.
- F. Bituminous Coating: Cold-applied asphalt emulsion complying with ASTM D 1187.
- G. Sealing Washers: Stainless steel backed EPDM washers.

2.05 JOINT SEALANTS - BUTYL RUBBER

- A. General: Provide materials and types of sealants and tapes compatible with the substrates. Coordinate sealants with Section 07 9200 "Exterior Joint Sealants".
- B. Concealed Butyl Rubber Sealant:
1. Description: ASTM C 1311, gun-grade, single-component, non-curing, solvent-release butyl rubber sealant; polyisobutylene plasticized; heavy bodied for hooked-type expansion joints with limited movement and NSF Certified.
 - a. Service Temperature: -40 F° min. to 200° F min.
 2. Subject to compliance with requirements, provide:
 - a. Basis of Design: **Millennium Water Block Mastic, (BP-300)** by H.B.Fuller (formally Royal Elastiseal BP-300 by Royal Adhesives).
 - b. Alternates:
 - 1) SikaLastomer -511butyl sealant by Sika.
 - 1) CRL Black 777 (777BL) by CR Laurence.
 - 2) CRL Black 777 (777BRZ) by CR Laurence.
 - 3) CRL Gray 777 (777GRY) by CR Laurence.
 - 4) CRL White 777 (777W) by CR Laurence.
 - 5) Or Approved Substitute.
 3. Colors:
 - a. Black.
 - b. Gray.
 - c. Buff (Tan)
 - d. White.

2.06 TWO SIDED PRESSURE SENSITIVE TAPE - BUTYL RUBBER

- A. General: Provide materials and types of sealants and tapes compatible with the substrates. Coordinate sealants with Section 07 9200 "Exterior Joint Sealants".
- B. Concealed Butyl Rubber Sealant Tape:
1. Description: Pressure-sensitive, 100 percent solids, cross linked, butyl, polyisobutylene compound pre-formed sealant tape with release-paper backing.

Provide permanently elastic, nonsag, nontoxic, nonstaining tape. Comply with AAMA Standards; 804.3, 806.3, 807.3 and ASTM C1281.

2. Subject to compliance with requirements, provide:
 - a. Basis of Design: **GT Series** by C. R. Laurence Co., Inc.
 - 1) Performance:
 - a) Solids Content: 100 percent
 - b) Color: Black
 - c) Application Temperature: 20°F to 120°F.
 - d) Service Temperature: 40°F to 190°F
 - e) Hardness: 20 durometer Shore "A" at 77°F
 - f) VOC: 0 percent.
 - g) Service Life: Twenty (20) Years.
 - 2) Model & Sizes: (Select thickness in field to accommodate conditions)
 - a) GT206: 1/8-inch by 1/2-inch x black.
 - b) GT207: 1/8-inch by 1/2-inch x gray.
 - c) GT406: 1/4-inch by 1/2-inch.
 - d) GT407: 1/4-inch by 1/2-inch x black.]
 - b. Alternates:
 - 1) 440 Tape by TREMCO: (Available sizes) (Select thickness in field to accommodate conditions)
 - a) 1/8" x 3/8"
 - b) 1/8" x 1/2"
 - c) 1/8" x 1"
 - d) 1/4" x 1/2"
 - 2) WeatherBan Model 5354 VHB Tape by 3M: (Available sizes) (Select thickness in field to accommodate conditions)
 - a) 1/4" x 1/4" x 50 feet
 - b) 1/8" x 3/8" x 50 feet
 - c) 1/8" x 3/8" x 59 feet
 - d) 1/8" x 3/4 x 50 feet
 - e) 1/8" x 1/4" x 50 feet
 - 3) Or Approved Substitute.
- C. Concealed Butyl Rubber Sealant Tape with Internal Shim: (See Exhibit "A")
 1. Description: Pressure-sensitive, 100 percent solids, cross linked, butyl, polyisobutylene compound pre-formed sealant tape with release-paper backing and internal shim to not allow full compression. Provides permanently elastic, nonsag, nontoxic, nonstaining tape.
 2. Application: Provide pre-shimmed butyl sealant tape between sheet metal laps, at concealed locations, and where indicated.
 3. Subject to compliance with requirements, provide:
 - a. Basis of Design: **Tremco POLYshim II Butyl Architectural Tape** by CRL, C.R. Laurence Co., Inc.
 - 1) Colors:
 - a) Black
 - b) Bronze
 - 2) Sizes:
 - a) 1/8-inch thick by 3/8-inch wide: No: 7241XC3.
 - b) 1/4-inch thick by 3/8-inch wide: No: 7241SB3.

- 3) Comply with AAMA 800-91, 804.3, 804.6 & 807.3
- 4) Solids Content: 100 percent
- 5) Hardness: 57 Shore "00".
- 6) Temperature Range:
 - a) Service: -65°F to 200°F
 - b) Application: +20°F to 120°F
- 7) Shelf Life: One (1) year stored below 80°F.
- 8) Heat Resistance: Excellent resistance to heat, cold and sun; no sagging and weeping or staining after 2 months @ 200°F, --20°F and then to ultraviolet.



Exhibit A

- b. Or Approved substitute.

2.07 JOINT SEALANTS - SILICONE

- A. Silicone (non-staining): Typical, U.N.O
 1. Single-component, non-staining, medium-modulus, neutral-cure, nonsag, plus 50 percent and minus 50 percent movement capability, nontraffic-use, silicone joint sealant; ASTM C 920, C661, C1248, Type S, Grade NS, Class 50, For Use NT, G, A and O; SWRI validated.
 - a. Basis of Design: **Dowsil 795 Silicone Weatherproofing Sealant** by Dowsil.
 - b. Alternates:
 - 1) Silpruf SCS 2000 by GE.
 - 2) Or Approved Substitute.
 2. Primer: As recommended by sealant manufacturer for each substrate.
 - a. See Exhibit "C" Primer Schedule.
 3. Color: As selected by Architect.
 4. Note: Where Dowsil 123 tape is used, Dowsil 795 must be used.
- B. Primers for Silicone Sealants: (Exhibit "C")

Primer Matrix	Sealant		
Substrate	DOWSIL 790	DOWSIL 791	DOWSIL 795

EIFS-Base Coat (Sto BTS Plus)	No Primer	P	Use 790 or 791
DEFS-Base Coat (Sto BTS Plus)	No Primer	P	Use 790 or 791
STO Gold Coat A&WB (WRB)	-	1200-OS	Use 790 or 791
PVC/Vinyl	Field Test*	1200-OS	1200-OS
Stainless Steel Metal	1200-OS	1200-OS	1200-OS
Copper	**	1200-OS	1200-OS
Aluminum - Unfinished	1200-OS	1200-OS	1200-OS
Aluminum - Anodized	1200-OS	No Primer	No Primer
Aluminum - Kynar/Painted	1200-OS or C-OS	No Primer	C-OS
Stone	** Typ. None	P	P
Concrete	No Primer	P	P
Masonry	No Primer	P	P
GE Elemax A&WB FA WP (Silicone)	No Primer	No Primer	No Primer

2.08 FASTENERS

A. Exposed Fasteners:

1. Applications:
 - a. Standing Seam Aluminum Metal Roofing, exposed fasteners
2. Scope:
 - a. Replace all existing fasteners with larger diameter screws.
 - b. Fasteners to incorporate, and secure supplemental added flashing with existing standing seam metal roofing.
 - 1) Refer to, but not limited to Details 1/WP5.01 & 8/WP5.01.
3. Basis-Of-Design (BOD): **Bi-Metal Self-Drilling Screws, SD300 Bi-Metal Screws by Blazer.**
 - a. Alternate: Or Approved Substitute.
4. Product:
 - a. Description: Self-Drilling with sealing washers.



- b. Material: Bi-metal
 - 1) Head and threads: Type 304 stainless steel.
 - 2) Sealing washer: 15MM O.D. type 304SS with non-conductive EPDM sealing washer.
 - 3) Drill point: Hardened carbon steel welded to the body.
- c. Head: Hex
- d. Size:
 - 1) 5/16-inch AF HWH diameter by length to penetrate lowest substrate by 3 threads.

- 2) 3/8-inch AF HWH diameter by length to penetrate lowest substrate by 3 threads.
- 3) NOTE: Where replacing existing fasteners, field verify that fastener diameter is a size larger than existing. Submit as part of product Submittal.

e. Sizes Chart Exhibit:

Head Style		Description	Drilling Thickness	Load Bearing Length W/W	Part Number	
					No Washer	With Washer
5/16" AF HWH	A	#12-14 x 1" DP1	.090" max	.470"		12100HWT1S3BMBW
	B	#12-14 x 1" DP3	.059" - .236"	.350"	12100HWT3S3BM	12100HWT3S3BMBW
		#12-14 x 1-1/4" DP3		.550"	12125HWT3S3BM	12125HWT3S3BMBW
		#12-14 x 1-3/8" DP3		.750"	12137HWT3S3BM	12137HWT3S3BMBW
		#12-14 x 2" DP3		1.375"	12200HWT3S3BM	12200HWT3S3BMBW
	C	#12-14 x 1-1/2" DP5	.157" - .472"	.500"	12150HWT5S3BM	12150HWT5S3BMBW
		#12-14 x 2-1/4" DP5		1.220"	12225HWT5S3BM	12225HWT5S3BMBW
3/8" AF HWH	D	1/4-14 x 1" DP2	.047" - .118" (AL = .125")	.468"	14100HWT2S3BM	14100HWT2S3BMBW
		1/4-14 x 1-1/2" DP2		.970"	14150HWT2S3BM	14150HWT2S3BMBW
		1/4-14 x 2" DP2		1.4327"	14200HWT2S3BM	14200HWT2S3BMBW
	E	1/4-20 x 1-1/8 DP4	.100" - .312"	.375"	14112HWT4S3BM	14112HWT4S3BMBW
		1/4-20 x 1-1/2" DP4		.718"	14150HWT4S3BM	14150HWT4S3BMBW
		1/4-20 x 2" DP4		1.203"	14200HWT4S3BM	14200HWT4S3BMBW
	F	1/4-20 x 2" DP5	.125" - .500"	.937"	14200HWT5S3BM	14200HWT5S3BMBW
		1/4-20 x 4" DP5		1.3968"	14400HWT5S3BM	14400HWT5S3BMBW

B. Concealed fasteners:

1. Applications:
 - a. Aluminum materials.
 - b. Galvanized steel – un-painted & painted.
 - c. Galvalume steel.
 - d. Stainless steel.
2. Scope:
 - a. Fasteners to incorporate, and secure supplemental added flashing.
 - 1) Refer to, but not limited to Details 1/WP5.01 & 8/WP5.01.
3. Basis-Of-Design (BOD): **Bi-Metal Self-Drilling Screws, SD300 Bi-Metal Screws by Blazer.**
 - a. Alternate: Or Approved Substitute.
4. Product:
 - a. Description: Self-Drilling.

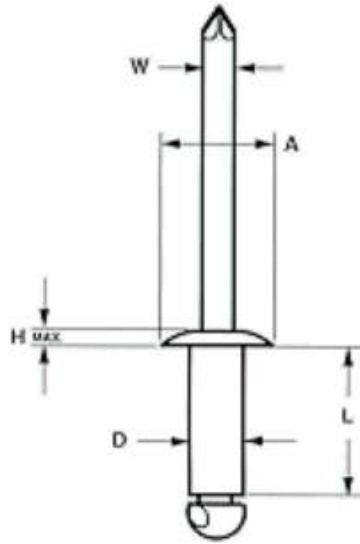


- b. Material: Bi-metal
 - 1) Head and threads: Type 304 stainless steel.

- 2) Sealing Washers: None
- 3) Drill point: Hardened carbon steel welded to the body.
- c. Head: Pancake
- d. Size:
 - 1) #12-14, by length to penetrate lowest substrate by 3 threads with #2 Square drive.
- e. Sizes Chart Exhibit:

Head Style		Description	Drilling Thickness	Load Bearing Length W/W	Part Number	
					No Washer	With Washer
#2 Square	H	#12-14 x 1" DP3	.059" - .210"	.375"	12100SPC3BM	
	I	#12-14 x 2" DP3		1.750"	12200SPC3BM	

- D. Rivets and Self-locking Rivets designed to withstand design loads and recommended by manufacturer for application.
1. Basis of Design: **Jay-Cee Sales & Rivet, Inc.**, (888) 527-4838, sales@rivetinstock.com, www.rivetsonline.com
 - a. Or Approved Substitute.
 - b. Product meeting performance criteria.
 2. Material: Type 316 or 18-8 stainless steel Rivet with SS mandrel.
 3. General:
 - a. Blind fastener application into predrilled holes.
 - b. Used in conjunction with a soldered joint.
 4. Body Diameter "D":
 - a. 1/4-inch unless approved to be 3/16-inch.
 5. Grip Range:
 - a. Sufficient to capture over all thickness on flashing materials.
 6. Head Style:
 - a. Dome.
 7. Fastener Length:
 - a. Rivets shall penetrate the surfaces being secure together, but not damage adjacent materials such as waterproofing, roofing, etc.



DOME HEAD

Figure: Rivet

2.09 FABRICATION, GENERAL

- A. General: Custom fabricate sheet metal flashing and trim to comply with details shown and recommendations in cited sheet metal standard that apply to design, dimensions, geometry, metal thickness, and other characteristics of item required. Fabricate sheet metal flashing and trim in shop to greatest extent possible.
1. Sheet metal components requiring fabrication must have shop drawings submitted and reviewed for acceptance prior to fabrication and delivery to the project site.
 2. Fabricate sheet metal flashing and trim in thickness or weight needed to comply with performance requirements, but not less than that specified or listed in drawings for each application and metal.
 3. Obtain field measurements for accurate fit before shop fabrication.
 4. Form sheet metal flashing and trim without excessive oil canning, buckling, and tool marks and true to line and levels indicated, with exposed edges folded back to form hems.
 5. Conceal fasteners and expansion provisions where possible.
 - a. Exposed fasteners are not allowed on faces exposed to view.
 6. Field verify dimensions prior to fabrication.
 7. Flashings shall have minimum 4 -inch vertical back leg and 3 -inch overlap at exposed side unless indicated to be greater in drawings.
 8. At curved substrate conditions, fabricate to match radius of wall.
 9. Fabricate all inside, and outside corner flashing as single pieces with 12-inch long sections unless detailed otherwise.
 - a. Fully solder stainless steel assemblies watertight.

10. Solder stainless where indicated, and at watertight assemblies, and at sill plans, collars, and flashing boots.
 11. Materials delivered to the project site without the required Submittal review and acceptance shall be immediately removed from the site and not incorporated into the completed Work.
- B. Fabrication Tolerances: Fabricate sheet metal flashing and trim that is capable of installation to a tolerance of 1/4 -inch in 20 -feet on slope and location lines indicated on Drawings and within 1/8-inch offset of adjoining faces and of alignment of matching profiles.
- C. Fabrication Tolerances: Fabricate sheet metal flashing and trim that is capable of installation to specified tolerance.
- D. Adhesion Tapes: Prepare surfaces in accordance with tape manufacturers written instructions and as specified.
1. Wipe clean all surfaces with specified cleaning solution using a lint-free cloth.
 - a. Mixture of Isopropyl Alcohol and potable water.
 - b. If surface has oil, silicones or mold release agents or will not come clean with the mixture of isopropyl alcohol and potable water, use tape manufacturers cleaner as specified.
 2. Prime surfaces with specified tape manufacturer's primer.
 - a. Shake primer container well before using.
 - b. Apply a thin uniform coating to the bonding surface using the minimum amount that will fully coat the surface.
 - c. Allow primer to dry thoroughly before applying the tape.
 - d. Be sure the primed surface remains free of contaminants prior to apply the tape.
 - e. Porous surfaces may require two (2) coats to establish a uniform coverage and good adhesion.
 - 1) Allow the first application of primer to dry before the second application.
 - f. Apply primer either with a brush or swab or a pressurized flow gun, knurled roller, or other similar type of application equipment.
 - g. Clean up may be accomplished with acetone.
 - 1) Ensure acetone is not applied to finished surfaces exposed to view.
 - 2) Ensure acetone does not contaminate other surfaces.
- E. Expansion Provisions: Form metal for thermal expansion of exposed flashing and trim.
1. Form expansion joints of intermeshing hooked flanges, not less than 1 -inch deep, filled with butyl sealant concealed within joints.
 2. Use lapped expansion joints only where indicated on Drawings.
 3. Where expansion assemblies are indicated in Drawings, submit for review specific assembly complying with Drawings.
- F. Sealant Joints: Where movable, nonexpansion-type joints are required, form metal to provide for proper installation of elastomeric sealant according to cited sheet metal standard.

- G. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal.
- H. Fabricate cleats and attachment devices of sizes as recommended by cited sheet metal standard for application, but not less than thickness of metal being secured.
- I. Hem exposed edges on underside 1/2- inch unless specifically indicated in drawings or details to be different.
- J. Fabricate head flashing, sill flashing and similar with end closures and end dams soldered/welded watertight.
- K. Provide drip edges where indicated on the Contract Drawings.
- L. Provide 4 -inch wide (minimum) horizontal flanges where dimension is not indicated on Contract Drawings
 - 1. Locations: Where flanges are stripped in or lapped for weather protection.
- M. Form pieces to maximum length of 10 -feet.
- N. Seams:
 - 1. Stainless Steel: Fabricate nonmoving seams with flat-lock seams. Tin edges to be seamed, form seams, and solder.
- O. Corners:
 - 1. Stainless Steel: Sheet metal corner flashing shall be fully soldered to form one watertight piece.

2.10 SHEET METAL FLASHING AND TRIM SCHEDULE – STAINLESS STEEL

- A. Miscellaneous Flashings: Fabricate with profiles as shown on the Drawings and from sheet metal materials and gauges as indicated.
 - 1. Galvanized / zinc flashing not allowed.
- B. Through-Wall Flashing: Fabricate continuous flashings in minimum 96-inch long, but not exceeding 12-foot long, sections, under copings, and at shelf angles. Fabricate discontinuous lintel, sill, and similar flashings to extend 6 -inches beyond each side of wall openings; and form with 3-inch high, end dams. Drawings listing longer dimensions shall govern. Fabricate from the following materials:
 - 1. Stainless Steel: 24 gauge unless listed heavier in Drawings.

2.11 MISCELLANEOUS SHEET METAL FABRICATIONS

- A. Saddles, Transitions, and Terminations in Sheet Metal Flashing and Trim: Fabricate from the following materials:
 - 1. Wall/Siding Related Flashing:
 - a. Type 316L passivated stainless steel 22 gage, unless otherwise noted.

- B. Provide specialized, custom fabricated, sheet metal saddles for waterproof performance at terminations and transitions of sheet metal flashing and trim and construction components such as multi-plane intersects, and:
 - 1. Where constructed conditions will not provide watertight performance without saddles.
 - 2. Contractor shall inspect transitions and terminations to make Project watertight. Contract Documents indicate design intent and may not indicate all instances where saddles apply.
 - a. Field verify locations where saddles are required.
 - 3. Where indicated.
- C. Fabricate saddles with diverters, minimum 1/2 -inch high by 1 -inch deep at multi-plane intersects and where indicated.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances, substrate, and other conditions affecting performance of the Work.
 - 1. Verify compliance with requirements for installation tolerances of substrates.
 - 2. Verify that substrates are sound, dry, smooth, clean, sloped for drainage, and securely anchored.
 - 3. Verify that waterproofing coatings have been installed and fully cured.
 - 4. Verify that waterproofing sheet membranes have been installed and completed.
 - 5. Verify that waterproofing preparation and new waterproofing coatings have been installed and fully cured.
 - 6. Where waterproofing will be applied onto metal flashing, coordinate with waterproofing contractor on proper cleaning and preparation of metals for waterproofing application.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 INSTALLATION, GENERAL

- A. General: Anchor sheet metal flashing and trim and other components of the Work securely in place, with provisions for thermal and structural movement. Use fasteners, solder, protective coatings, separators, sealants, and other miscellaneous items as required to complete sheet metal flashing and trim system.
 - 1. Install sheet metal flashing and trim true to line, levels, and slopes. Provide uniform, neat seams with minimum exposure of solder, welds, and sealant.
 - 2. Install sheet metal flashing and trim to fit substrates and to result in watertight performance. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.

3. Space cleats not more than 12 -inches apart. Attach each cleat with at least two fasteners. Bend tabs over fasteners.
 4. Install exposed sheet metal flashing and trim with limited oil canning, and free of buckling and tool marks.
 5. Torch cutting of sheet metal flashing and trim is not permitted.
 6. Do not fabricate or install any sheet metal items not included in Construction documents, or changed from construction documents, and reviewed Shop Drawings without the Architect's written approval.
- B. Install all metal flashing and sheet metal in accordance with the recommendations of the following which are applicable to project:
1. SMACNA Architectural Sheet Metal Manual.
 2. NRCA Roofing and Waterproofing Manual.
 3. The requirements of this Section supersede the above noted references except where the requirements of the reference specification are more stringent.
 4. Drawings shall govern when more stringent.
- C. Metal Protection: Where dissimilar metals contact each other, or where metal contacts pressure-treated wood or other corrosive substrates, protect against galvanic action or corrosion by painting contact surfaces with bituminous coating or by other permanent separation as recommended by sheet metal manufacturer or cited sheet metal standard or SMACNA.
1. Coat concealed side of stainless-steel sheet metal flashing and trim with bituminous coating where flashing and trim contact wood, ferrous metal, or cementitious construction.
 2. Underlayment: Where installing sheet metal flashing and trim directly on cementitious or wood substrates, install underlayment and cover with slip sheet.
- D. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at a maximum of 10 -feet with no joints allowed within 24 -inches of corner or intersection.
1. Form expansion joints of intermeshing hooked flanges, not less than 1 -inch deep, filled with sealant concealed within joints.
 2. Use lapped expansion joints only where indicated on Drawings.
- E. Fasteners:
1. Metal substrate: Use screw type fasteners sized to penetrate substrate not less than three (3) threads minimum into substrate.
- F. Concealed fasteners and expansion provisions where possible in exposed work and locate to minimize possibility of leakage.
1. Cover and seal fasteners and anchors as required for a tight installation.
- G. Joints: (Sealed)
1. Application: Typical except where indicated to be soldered).
 2. Seal joints as required for watertight construction.
 - a. Use sealant-filled joints unless otherwise indicated.
 - 1) Where sealant-filled joints are used, embed hooked flanges of joint members not less than 1- inch into sealant.

- 2) Form joints to completely conceal sealant.
 - 3) When ambient temperature at time of installation is moderate, between 40 and 70 degrees F, set joint members for 50 percent movement each way.
 - b. Adjust setting proportionately for installation at higher ambient temperatures.
 - 1) Do not install sealant-type joints at temperatures below 40 degrees F. Lap sheet metal flashing and trim 4 -inches minimum in a full bed of sealant.
 - 1) Lap in greater dimension where detailed.
 - 2) Sealant shall be fully concealed.
 - 3) Remove visible sealant.
 - d. Install compatible sealants where required to prevent direct weather penetration.
 - e. Prepare joints and apply sealants to comply with requirements in Section 07 9200 "Exterior Joint Sealants."
 - f. Fit flashings tight in place, however, allow for 3/4 -inch minimum clearance to install components. Make corners square, surfaces true and straight in planes, and lines accurate to profiles.
 - g. Rivets:
 - 1) Rivet sealed laps at 1 -inch on center.
 - 2) Apply silicone sealant typically over rivets, except at soldered conditions where top of rivet is covered with solder.
3. Lap joints in direction of water flow.
4. End joints shall typically be overlapped and set in butyl sealant unless indicated otherwise.

H. Soldered Joints:

1. Application:
 - a. Where indicated.
 - b. At saddles, boots, pans and at transition conditions.
2. Clean surfaces to be soldered, removing oils and foreign matter. Pre-tin edges of sheets with solder to width of 1-1/2 inches; however, reduce pre-tinning where pre-tinned surface would show in completed Work.
 - a. General:
 - 1) Do not solder metallic-coated steel and pre-finished aluminum sheet.
 - 2) Do not use torches for soldering.
 - a) Heat surfaces to receive solder and flow solder into joint. Fill joint completely.
 - b) Completely remove flux and spatter from exposed surfaces.
 - 3) Neatly solder all sheet metal to be soldered.
 - 4) All flat lock seams and lap seams, where soldered, shall be at least 1/2 -inch.
 - a) Pop rivet pieces together 1 -inch on center prior to soldering. Sweat solder under the lap.
 - b) Do not bead solder.
 - c) Solder rivet holes to be watertight.
 - 5) Thoroughly wash all flux off work after soldering.
 - a) Failure to do this may result in back charges as a result of damages to finishes.

- 6) Heat surfaces to receive solder, and flow solder into joint.
 - a) Fill joint completely. Completely remove flux and spatter from exposed surfaces.
 - 7) Fit flashings tight in place, however, allow for 3/4 -inch minimum clearance to install components.
 - a) Make corners square, surfaces true and straight in planes, and lines accurate to profiles.
 - 8) Do not pre-tin zinc-tin alloy-coated stainless steel and zinc-tin alloy-coated copper.
 - b. Stainless-Steel Soldering:
 - 1) Tin edges of uncoated sheets, using solder for stainless steel and acid flux. Promptly remove acid flux residue from metal after tinning and soldering.
 - 2) Comply with solder manufacturer's recommended methods for cleaning and neutralization.
- I. Rivets:
- 1. Rivet joints in prefinished aluminum.
 - a. Where indicated.
 - b. For necessary strength.
 - 2. Rivet joints where indicated.
 - 3. Riveted joints where soldered.
- J. Saddles: Secure with fasteners and sealing washers and continuous cleats.
- 1. Refer to details for additional requirements.
- K. Exercise care when cutting materials on site, to ensure cuttings do not remain on finished surfaces. Carefully clean and dispose of cuttings so not to damage adjacent materials. Repair or replace damaged materials at no additional cost to the City.
- L. Use concealed fasteners except where specifically approved by the Building Envelope Consultant (ABB) .
- 1. Provide expansion joints concealed within system.
- M. Flash and counter flash mechanical and electrical items projecting through roof or other waterproofing membranes.
- N. Seal open ends of all skirt flashings with soldered end caps.
- 1. When approved by Building Envelope Consultant (ABB) install backer rod and sealant.
- O. Conceal fasteners and expansion provisions where possible in exposed work and locate to minimize possibility of leakage. Cover and seal fasteners and anchors as required for a tight installation.
- P. Conceal fasteners and expansion provisions where possible in exposed work and locate to minimize possibility of leakage. Cover and seal fasteners and anchors as required for a tight installation.

- Q. Soldered Joints: Solder all joints watertight. Clean surfaces to be soldered, removing oils and foreign matter. Pre-tin edges of sheets with solder to width of 1-1/2 -inches; however, reduce pre-tinning where pre-tinned surface would show in completed Work.
1. Do not solder coil-coated or membrane-clad sheet metal.
 2. Neatly solder all sheet metal to be soldered.
 3. Do not use torches for soldering.
 - a. Heat surfaces to receive solder and flow solder into joint.
 - b. Fill joint completely. Completely remove flux and spatter from exposed surfaces.
 4. Stainless-Steel Soldering:
 - a. Tin edges of uncoated sheets using solder recommended for stainless steel and acid flux. Promptly remove acid flux residue from metal after tinning and soldering.
 - b. Comply with solder manufacturer's recommended methods for cleaning and neutralization.
 5. All flat lock seams and lap seams, where soldered, shall be at least 1/2 inch.
 - a. Pop rivet pieces together 1 -inch on center prior to soldering.
 - b. Sweat solder under the lap. Do not bead solder. Solder rivet holes to be water tight.
 6. Thoroughly wash all flux off work after soldering. Failure to do this may result in back charges as a result of damages to finishes.
 7. Heat surfaces to receive solder, and flow solder into joint. Fill joint completely. Completely remove flux and spatter from exposed surfaces.
 8. Fit flashings tight in place, however, allow for 3/4 -inch minimum clearance to install components. Make corners square, surfaces true and straight in planes, and lines accurate to profiles.
- R. Adhesion Two-Sided Tapes: Prepare surfaces in accordance with tape manufacturers written instructions and as specified.
1. Wipe clean all surfaces with specified cleaning solution using a lint-free cloth.
 - a. Mixture of Isopropyl Alcohol and potable water.
 - b. If surface has oil, silicones or mold release agents or will not come clean with the mixture of isopropyl alcohol and potable water, use tape manufacturers cleaner as specified.
 2. Prime surfaces with specified tape manufacturer's primer.
 - a. Shake primer container well before using.
 - b. Apply a thin uniform coating to the bonding surface using the minimum amount that will fully coat the surface.
 - c. Allow primer to dry thoroughly before applying the tape.
 - d. Be sure the primed surface remains free of contaminants prior to apply the tape.
 - e. Porous surfaces may require two (2) coats to establish a uniform coverage and good adhesion.
 - 1) Allow the first application of primer to dry before the second application.
 - f. Apply primer either with a brush or swab or a pressurized flow gun, knurled roller, or other similar type of application equipment.
 - g. Clean up may be accomplished with acetone.
 - 1) Ensure acetone is not applied to finished surfaces exposed to view.

- 2) Ensure acetone does not contaminate other surfaces.

- S. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim.
 1. Space movement joints at a maximum of 10 -feet with no joints allowed within 24 -inches of corner or intersection.
 2. Where lapped expansion provisions cannot be used or would not be sufficiently watertight, form expansion joints of intermeshing hooked flanges, not less than 1 -inch deep, filled with sealant concealed within joints.

3.03 MISCELLANEOUS FLASHING INSTALLATION

- A. Saddles, Transitions, and Terminations: Coordinate installation of saddles, transitions, and terminations with installation of siding, self-adhering sheet waterproofing, weather resistive barrier, and other components of the construction.
 1. Miscellaneous flashing not installed in accordance with the Contract Documents will require the removal and reinstallation of construction to properly install the required flashing at no additional cost to the Owner.
 2. Fully solder all components watertight.

3.04 ERECTION TOLERANCES

- A. Installation Tolerances: Shim and align sheet metal flashing and trim within installed tolerance of 1/4 -inch in 20 -feet on slope and location lines indicated on Drawings and within 1/8-inch offset of adjoining faces and of alignment of matching profiles.

3.05 ROOF / GUTTER FLASHING INSTALLATION

- A. General: Install sheet metal flashing and trim to comply with performance requirements, sheet metal manufacturer's written installation instructions, and cited sheet metal standard. Provide concealed fasteners where possible, and set units true to line, levels, and slopes. Install work with laps, joints, and seams that are permanently watertight and weather resistant.
- B. Install sheet metal flashing and trim as indicated on Drawings and details.
- C. Overlaps of flashing with hemmed edges shall be nested into each other and crimped to align with typical hemmed edge.

3.06 EXAMINATION - SEALANTS

- A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.07 PREPARATION - SEALANTS

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:
1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
 2. Clean, porous joint substrate surfaces by brushing, grinding, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:
 - a. Concrete.
 3. Remove laitance and form-release agents from concrete.
 4. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:
 - a. Metal including stainless steel and aluminum, and steel.
 - b. Glazed surfaces of ceramic and/or porcelain tile.
 - c. Glass.
 - d. Pre-finished aluminum.
 - e. Stainless steel.
 - f. Galvanized metal
- B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.08 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated unless more stringent requirements apply.
- B. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. Install sealant backings of kind indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.

1. Do not leave gaps between ends of sealant backings.
 2. Do not stretch, twist, puncture, or tear sealant backings.
 3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.
- D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
- E. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
1. Place sealants so they directly contact and fully wet joint substrates.
 2. Completely fill recesses in each joint configuration.
 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- F. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
1. Remove excess sealant from surfaces adjacent to joints.
 2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
 3. Provide concave joint profile per Figure 8A in ASTM C 1193 unless otherwise indicated.
 4. Provide flush joint profile at locations requiring it per substrate configuration according to Figure 8B in ASTM C 1193.
 - a. Refer also to Drawings.
 5. Provide recessed joint configuration of recess depth and at locations requiring it per substrate configuration according to Figure 8C in ASTM C 1193.
 - a. Use masking tape to protect surfaces adjacent to recessed tooled joints.
 - b. Refer also to Drawings.
- G. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.
- H. Install fillet sealant in accordance with drawings, and ASTM C1193.

3.09 CLEANING AND PROTECTION

- A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.
- B. Clean and neutralize flux materials.
- C. Clean off excess solder.

- D. Clean off excess sealants.
- E. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed unless otherwise indicated in manufacturers written installation instructions. On completion of sheet metal flashing and trim installation, remove unused materials and clean finished surfaces as recommended by sheet metal flashing and trim manufacturer. Maintain sheet metal flashing and trim in clean condition during construction.
- F. Replace sheet metal flashing and trim that have been damaged or that have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

3.10 INSTALLATION OF TWO SIDED BUTYL TAPE

- A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated unless more stringent requirements apply.
- B. Clean substrates per manufacturers recommendations.
- C. Prime substrates per manufacturers recommendations.

3.11 FIELD QUALITY CONTROL – SEALANTS AND TWO SIDED TAPE

- A. Field-Adhesion Testing: Field test joint-sealant adhesion to joint substrates as follows:
 - 1. Extent of Testing: Test completed, and cured sealant joints as follows:
 - a. Perform three (3) tests for each substrate of joint length for each kind of sealant and joint substrate.
 - 2. Test Method: Test joint sealants according to Method A, Field-Applied Sealant Joint Hand Pull Tab, in Appendix X1 in ASTM C 1193 or Method A, Tail Procedure, in ASTM C 1521.
 - a. For joints with dissimilar substrates, verify adhesion to each substrate separately; extend cut along one side, verifying adhesion to opposite side. Repeat procedure for opposite side.
 - 3. Inspect tested joints and report on the following:
 - a. Whether sealants filled joint cavities and are free of voids.
 - b. Whether sealant dimensions and configurations comply with specified requirements.
 - c. Whether sealants in joints connected to pulled-out portion failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each kind of product and joint substrate. Compare these results to determine if adhesion complies with sealant manufacturer's field-adhesion hand-pull test criteria.
 - 4. Record test results in a field-adhesion-test log. Include dates when sealants were installed, names of persons who installed sealants, test dates, test locations,

- whether joints were primed, adhesion results and percent elongations, sealant material, sealant configuration, and sealant dimensions.
5. Repair sealants pulled from test area by applying new sealants following same procedures used originally to seal joints. Ensure that original sealant surfaces are clean and that new sealant contacts original sealant.
- B. Evaluation of Field-Adhesion-Test Results: Sealants not evidencing adhesive failure from testing or noncompliance with other indicated requirements will be considered satisfactory. Remove sealants that fail to adhere to joint substrates during testing or to comply with other requirements. Retest failed applications until test results prove sealants comply with indicated requirements.

END OF SECTION

SECTION 220529 - HANGERS AND SUPPORTS FOR PLUMBING PIPING AND EQUIPMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Metal pipe hangers and supports.
 - 2. Trapeze pipe hangers.
 - 3. Fastener systems.
- B. Related Sections:
 - 1. Section 220548 "Vibration and Seismic Controls for Plumbing Piping and Equipment" for vibration isolation devices.

1.3 DEFINITIONS

- A. MSS: Manufacturers Standardization Society of The Valve and Fittings Industry Inc.

1.4 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Design trapeze pipe hangers and equipment supports, including comprehensive engineering analysis by a qualified professional engineer, using performance requirements and design criteria indicated.
- B. Structural Performance: Hangers and supports for plumbing piping and equipment shall withstand the effects of gravity loads and stresses within limits and under conditions indicated according to ASCE/SEI 7.
 - 1. Design supports for multiple pipes, including pipe stands, capable of supporting combined weight of supported systems, system contents, and test water.
 - 2. Design seismic-restraint hangers and supports for piping and equipment and obtain approval from authorities having jurisdiction.

1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.

- B. Shop Drawings:
- C. Show fabrication and installation details and include calculations for the following; include Product Data for components:
 - 1. Trapeze pipe hangers.
 - 2. Metal framing systems.
- D. Delegated-Design Submittal: For trapeze hangers indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.
 - 1. Detail fabrication and assembly of trapeze hangers.
 - 2. Design Calculations: Calculate requirements for designing trapeze hangers.

1.6 INFORMATIONAL SUBMITTALS

- A. Welding certificates.

1.7 QUALITY ASSURANCE

- A. Structural Steel Welding Qualifications: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."
- B. Pipe Welding Qualifications: Qualify procedures and operators according to ASME Boiler and Pressure Vessel Code.

PART 2 - PRODUCTS

2.1 METAL PIPE HANGERS AND SUPPORTS

- A. Stainless-Steel Pipe Hangers and Supports:
 - 1. Description: MSS SP-58, Types 1 through 58, factory-fabricated components.
 - 2. Hanger Rods: Continuous-thread rod, nuts, and washer made of stainless steel.

2.2 TRAPEZE PIPE HANGERS

- A. Description: MSS SP-69, Type 59, shop- or field-fabricated pipe-support assembly made from structural carbon-steel shapes with MSS SP-58 carbon-steel hanger rods, nuts, saddles, and U-bolts.

2.3 FASTENER SYSTEMS

- A. Powder-Actuated Fasteners: Threaded-steel stud, for use in hardened portland cement concrete with pull-out, tension, and shear capacities appropriate for supported loads and building materials where used.
- B. Mechanical-Expansion Anchors: Insert-wedge-type, [zinc-coated] [stainless-] steel anchors, for use in hardened portland cement concrete; with pull-out, tension, and shear capacities appropriate for supported loads and building materials where used.

2.4 MISCELLANEOUS MATERIALS

- A. Structural Steel: ASTM A 36/A 36M, carbon-steel plates, shapes, and bars; black and galvanized.
- B. Grout: ASTM C 1107, factory-mixed and -packaged, dry, hydraulic-cement, nonshrink and nonmetallic grout; suitable for interior and exterior applications.
 - 1. Properties: Nonstaining, noncorrosive, and nongaseous.
 - 2. Design Mix: 5000-psi, 28-day compressive strength.

PART 3 - EXECUTION

3.1 HANGER AND SUPPORT INSTALLATION

- A. Metal Pipe-Hanger Installation: Comply with MSS SP-69 and MSS SP-89. Install hangers, supports, clamps, and attachments as required to properly support piping from the building structure.
- B. Metal Trapeze Pipe-Hanger Installation: Comply with MSS SP-69 and MSS SP-89. Arrange for grouping of parallel runs of horizontal piping, and support together on field-fabricated trapeze pipe hangers.
 - 1. Pipes of Various Sizes: Support together and space trapezes for smallest pipe size or install intermediate supports for smaller diameter pipes as specified for individual pipe hangers.
 - 2. Field fabricate from ASTM A 36/A 36M, carbon-steel shapes selected for loads being supported. Weld steel according to AWS D1.1/D1.1M.
- C. Metal Framing System Installation: Arrange for grouping of parallel runs of piping, and support together on field-assembled metal framing systems.
- D. Fastener System Installation:
 - 1. Install powder-actuated fasteners for use in lightweight concrete or concrete slabs less than 4 inches thick in concrete after concrete is placed and completely cured. Use operators that are licensed by powder-actuated tool manufacturer. Install fasteners according to powder-actuated tool manufacturer's operating manual.

2. Install mechanical-expansion anchors in concrete after concrete is placed and completely cured. Install fasteners according to manufacturer's written instructions.
- E. Pipe Positioning-System Installation: Install support devices to make rigid supply and waste piping connections to each plumbing fixture.
- F. Install hangers and supports complete with necessary attachments, inserts, bolts, rods, nuts, washers, and other accessories.
- G. Equipment Support Installation: Fabricate from welded-structural-steel shapes.
- H. Install hangers and supports to allow controlled thermal and seismic movement of piping systems, to permit freedom of movement between pipe anchors, and to facilitate action of expansion joints, expansion loops, expansion bends, and similar units.
- I. Install lateral bracing with pipe hangers and supports to prevent swaying.
- J. Install building attachments within concrete slabs or attach to structural steel. Install additional attachments at concentrated loads, including valves, flanges, and strainers, NPS 2-1/2 and larger and at changes in direction of piping. Install concrete inserts before concrete is placed; fasten inserts to forms and install reinforcing bars through openings at top of inserts.
- K. Load Distribution: Install hangers and supports so that piping live and dead loads and stresses from movement will not be transmitted to connected equipment.
- L. Pipe Slopes: Install hangers and supports to provide indicated pipe slopes and to not exceed maximum pipe deflections allowed by ASME B31.9 for building services piping.

3.2 METAL FABRICATIONS

- A. Cut, drill, and fit miscellaneous metal fabrications for trapeze pipe hangers.
- B. Fit exposed connections together to form hairline joints. Field weld connections that cannot be shop welded because of shipping size limitations.
- C. Field Welding: Comply with AWS D1.1/D1.1M procedures for shielded, metal arc welding; appearance and quality of welds; and methods used in correcting welding work; and with the following:
 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
 2. Obtain fusion without undercut or overlap.
 3. Remove welding flux immediately.
 4. Finish welds at exposed connections so no roughness shows after finishing and so contours of welded surfaces match adjacent contours.

3.3 ADJUSTING

- A. Hanger Adjustments: Adjust hangers to distribute loads equally on attachments and to achieve indicated slope of pipe.
- B. Trim excess length of continuous-thread hanger and support rods to 1-1/2 inches.

3.4 PAINTING

- A. Touchup: Clean field welds and abraded areas of shop paint. Paint exposed areas immediately after erecting hangers and supports. Use same materials as used for shop painting. Comply with SSPC-PA 1 requirements for touching up field-painted surfaces.
 - 1. Apply paint by brush or spray to provide a minimum dry film thickness of 2.0 mils.
- B. Touchup: Cleaning and touchup painting of field welds, bolted connections, and abraded areas of shop paint on miscellaneous metal are required.
- C. Galvanized Surfaces: Clean welds, bolted connections, and abraded areas and apply galvanizing-repair paint to comply with ASTM A 780.

3.5 HANGER AND SUPPORT SCHEDULE

- A. Specific hanger and support requirements are in Sections specifying piping systems and equipment.
- B. Comply with MSS SP-69 for pipe-hanger selections and applications that are not specified in piping system Sections.
- C. Use stainless-steel pipe hangers and stainless-steel attachments for hostile environment applications.
- D. Use padded hangers for piping that is subject to scratching.
- E. Horizontal-Piping Hangers and Supports: Unless otherwise indicated and except as specified in piping system Sections, install the following types:
 - 1. Adjustable, Steel Clevis Hangers (MSS Type 1): For suspension of noninsulated or insulated, stationary pipes NPS 1/2 to NPS 30.
 - 2. Steel Pipe Clamps (MSS Type 4): For suspension of cold and hot pipes NPS 1/2 to NPS 24 if little or no insulation is required.
 - 3. Pipe Hangers (MSS Type 5): For suspension of pipes NPS 1/2 to NPS 4, to allow off-center closure for hanger installation before pipe erection.
 - 4. Adjustable, Swivel Split- or Solid-Ring Hangers (MSS Type 6): For suspension of noninsulated, stationary pipes NPS 3/4 to NPS 8.
 - 5. Adjustable, Swivel-Ring Band Hangers (MSS Type 10): For suspension of noninsulated, stationary pipes NPS 1/2 to NPS 8.
 - 6. Split Pipe Ring with or without Turnbuckle Hangers (MSS Type 11): For suspension of noninsulated, stationary pipes NPS 3/8 to NPS 8.

- F. Vertical-Piping Clamps: Unless otherwise indicated and except as specified in piping system Sections, install the following types:
1. Extension Pipe or Riser Clamps (MSS Type 8): For support of pipe risers NPS 3/4 to NPS 24.
 2. Carbon- or Alloy-Steel Riser Clamps (MSS Type 42): For support of pipe risers NPS 3/4 to NPS 24 if longer ends are required for riser clamps.
- G. Hanger-Rod Attachments: Unless otherwise indicated and except as specified in piping system Sections, install the following types:
1. Steel Turnbuckles (MSS Type 13): For adjustment up to 6 inches for heavy loads.
 2. Swivel Turnbuckles (MSS Type 15): For use with MSS Type 11, split pipe rings.
 3. Malleable-Iron Sockets (MSS Type 16): For attaching hanger rods to various types of building attachments.
 4. Steel Weldless Eye Nuts (MSS Type 17): For 120 to 450 deg F piping installations.
- H. Building Attachments: Unless otherwise indicated and except as specified in piping system Sections, install the following types:
1. Steel or Malleable Concrete Inserts (MSS Type 18): For upper attachment to suspend pipe hangers from concrete ceiling.
 2. Top-Beam C-Clamps (MSS Type 19): For use under roof installations with bar-joist construction, to attach to top flange of structural shape.
 3. Side-Beam or Channel Clamps (MSS Type 20): For attaching to bottom flange of beams, channels, or angles.
 4. Center-Beam Clamps (MSS Type 21): For attaching to center of bottom flange of beams.
 5. Welded Beam Attachments (MSS Type 22): For attaching to bottom of beams if loads are considerable and rod sizes are large.
 6. C-Clamps (MSS Type 23): For structural shapes.
 7. Top-Beam Clamps (MSS Type 25): For top of beams if hanger rod is required tangent to flange edge.
 8. Side-Beam Clamps (MSS Type 27): For bottom of steel I-beams.
 9. Steel-Beam Clamps with Eye Nuts (MSS Type 28): For attaching to bottom of steel I-beams for heavy loads.
 10. Linked-Steel Clamps with Eye Nuts (MSS Type 29): For attaching to bottom of steel I-beams for heavy loads, with link extensions.
 11. Welded-Steel Brackets: For support of pipes from below or for suspending from above by using clip and rod. Use one of the following for indicated loads:
 - a. Light (MSS Type 31): 750 lb.
- I. Comply with MSS SP-69 for trapeze pipe-hanger selections and applications that are not specified in piping system Sections.
- J. Comply with MFMA-103 for metal framing system selections and applications that are not specified in piping system Sections.
- K. Use powder-actuated fasteners or mechanical-expansion anchors instead of building attachments where required in concrete construction.

END OF SECTION 220529

SECTION 220553 - IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Pipe labels.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Samples: For color, letter style, and graphic representation required for each identification material and device.

PART 2 - PRODUCTS

2.1 PIPE LABELS

- A. General Requirements for Manufactured Pipe Labels: Preprinted, color-coded, with lettering indicating service, and showing flow direction.
- B. Pretensioned Pipe Labels: Precoiled, semirigid plastic formed to **cover full** circumference of pipe and to attach to pipe without fasteners or adhesive.
- C. Pipe Label Contents: Include identification of piping service using same designations or abbreviations as used on Drawings; also include pipe size and an arrow indicating flow direction.
 - 1. Flow-Direction Arrows: Integral with piping-system service lettering to accommodate both directions or as separate unit on each pipe label to indicate flow direction.
 - 2. Lettering Size: **Size letters according to ASME A13.1 for piping.**

PART 3 - EXECUTION

3.1 PIPE LABEL INSTALLATION

- A. Pipe Label Locations: Locate pipe labels where piping is exposed or above accessible ceilings in finished spaces; machine rooms; accessible maintenance spaces such as shafts, tunnels, and plenums; and exterior exposed locations as follows:
 - 1. Near penetrations through walls, floors, ceilings, and inaccessible enclosures.
 - 2. Spaced at maximum intervals of **50 feet** along each run. Reduce intervals to **25 feet** in areas of congested piping and equipment.
 - 3. On piping above removable acoustical ceilings. Omit intermediately spaced labels.
- B. Directional Flow Arrows: Arrows shall be used to indicate direction of flow in pipes, including pipes where flow is allowed in both directions.
- C. Pipe Label Color Schedule:
 - 1. **Storm Drainage** Piping:
 - a. Background Color: **Safety gray**.
 - b. Letter Color: **Black**.

END OF SECTION 220553

SECTION 221413 - FACILITY STORM DRAINAGE PIPING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Pipe, tube, and fittings.
 - 2. Specialty pipe fittings.
- B. Related Sections:
 - 1.

1.3 PERFORMANCE REQUIREMENTS

- A. Components and installation shall be capable of withstanding the following minimum working pressure unless otherwise indicated:
 - 1. Storm Drainage Piping: 10-foot head of water.
- B. Seismic Performance: Storm drainage piping and support and installation shall withstand the effects of earthquake motions determined according to SCE/SEI 7-10.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Sustainable Design Submittals:
 - 1. Not applicable
- C. Shop Drawings: For piping.

1.5 INFORMATIONAL SUBMITTALS

- A. Seismic Qualification Certificates: For storm drainage piping, accessories, and components, from manufacturer.

1. Basis for Certification: Indicate whether withstand certification is based on actual test of assembled components or on calculation.
2. Detailed description of equipment anchorage devices on which the certification is based and their installation requirements.

B. Field quality-control reports.

1.6 QUALITY ASSURANCE

- A. Piping materials shall bear label, stamp, or other markings of specified testing agency.
- B. Comply with NSF/ANSI 14, "Plastics Piping System Components and Related Materials," for plastic piping components. Include marking with "NSF-drain" for plastic drain piping and "NSF-sewer" for plastic sewer piping.

1.7 PROJECT CONDITIONS

- A. Interruption of Existing Storm-Drainage Service: Do not interrupt service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary service according to requirements indicated:
 1. Notify Architect and Owner no fewer than seven days in advance of proposed interruption of storm-drainage service.
 2. Do not proceed with interruption of storm-drainage service without Architect's and Owner's written permission.

PART 2 - PRODUCTS

2.1 PIPING MATERIALS

- A. Comply with requirements in "Piping Schedule" Article for applications of pipe, tube, fitting materials, and joining methods for specific services, service locations, and pipe sizes.

2.2 PVC PIPE AND FITTINGS

- A. Solid-Wall PVC Pipe: ASTM D 2665, drain, waste, and vent.
- B. Cellular-Core PVC Pipe: ASTM F 891, Schedule 40.
- C. PVC Socket Fittings: ASTM D 2665, made to ASTM D 3311, drain, waste, and vent patterns and to fit Schedule 40 pipe.
- D. Adhesive Primer: ASTM F 656.
- E. Solvent Cement: ASTM D 2564.

2.3 SPECIALTY PIPE FITTINGS

A. Transition Couplings:

1. General Requirements: Fitting or device for joining piping with small differences in ODs or of different materials. Include end connections same size as and compatible with pipes to be joined.
2. Fitting-Type Transition Couplings: Manufactured piping coupling or specified-piping-system fitting.
3. Shielded, Nonpressure Transition Couplings:
 - a. Standard: ASTM C 1460.
 - b. Description: Elastomeric or rubber sleeve with full-length, corrosion-resistant outer shield and corrosion-resistant-metal tension band and tightening mechanism on each end.

PART 3 - EXECUTION

3.1 PIPING INSTALLATION

- A. Drawing plans, schematics, and diagrams indicate general location and arrangement of piping systems. Indicated locations and arrangements were used to size pipe and calculate friction loss, expansion, pump sizing, and other design considerations. Install piping as indicated unless deviations from layout are approved on coordination drawings.
- B. Install piping in concealed locations unless otherwise indicated and except in equipment rooms and service areas.
- C. Install piping indicated to be exposed and piping in equipment rooms and service areas at right angles or parallel to building walls. Diagonal runs are prohibited unless specifically indicated otherwise.
- D. Install piping above accessible ceilings to allow sufficient space for ceiling panel removal.
- E. Install piping at indicated slopes.
- F. Install piping free of sags and bends.
- G. Install fittings for changes in direction and branch connections.
- H. Install seismic restraints on piping. Comply with requirements for seismic-restraint devices specified in Section 22 0548 "Vibration and Seismic Controls for Plumbing Piping and Equipment."
- I. Make changes in direction for storm drainage piping using appropriate branches, bends, and long-sweep bends. Do not change direction of flow more than 90 degrees. Use proper size of standard increasers and reducers if pipes of different sizes are connected. Reducing size of drainage piping in direction of flow is prohibited.

- J. Install storm drainage piping at the following minimum slopes unless otherwise indicated:
 - 1. Horizontal Storm-Drainage Piping: 2 percent downward in direction of flow.
- K. Install aboveground PVC piping according to ASTM D 2665.
- L. Install storm drainage piping and specialties in locations indicated. Coordinate with existing building systems.
- M. Plumbing Specialties:
 - 1. Install cleanouts at grade and extend to where building storm drains connect to building storm sewers in storm drainage gravity-flow piping. Install cleanout fitting with closure plug inside the building in storm drainage force-main piping. Comply with requirements for cleanouts specified in Section 221423 "Storm Drainage Piping Specialties."
 - 2. Install drains in storm drainage gravity-flow piping. Comply with requirements for drains specified in Section 221423 "Storm Drainage Piping Specialties."
- N. Do not enclose, cover, or put piping into operation until it is inspected and approved by authorities having jurisdiction.
- O. Firestop all penetrations through horizontal and vertical assemblies per building code requirements.

3.2 JOINT CONSTRUCTION

- A. Hubless, Cast-Iron Soil Piping Coupled Joints: Join according to CISPI 310 and CISPI's "Cast Iron Soil Pipe and Fittings Handbook" for hubless-piping coupling joints.
- B. Threaded Joints: Thread pipe with tapered pipe threads according to ASME B1.20.1. Cut threads full and clean using sharp dies. Ream threaded pipe ends to remove burrs and restore full ID. Join pipe fittings and valves as follows:
 - 1. Apply appropriate tape or thread compound to external pipe threads unless dry seal threading is specified.
 - 2. Damaged Threads: Do not use pipe or pipe fittings with threads that are corroded or damaged. Do not use pipe sections that have cracked or open welds.
- C. Plastic, Nonpressure-Piping, Solvent-Cemented Joints: Clean and dry joining surfaces. Join pipe and fittings according to the following:
 - 1. Comply with ASTM F 402 for safe-handling practice of cleaners, primers, and solvent cements.
 - 2. ABS Piping: Join according to ASTM D 2235 and ASTM D 2661 Appendices.
 - 3. PVC Piping: Join according to ASTM D 2855 and ASTM D 2665 Appendices.

3.3 SPECIALTY PIPE FITTING INSTALLATION

- A. Transition Couplings:
 - 1. Install transition couplings at joints of piping with small differences in ODs.

2. In Drainage Piping: Shielded, nonpressure transition couplings.

3.4 HANGER AND SUPPORT INSTALLATION

- A. Comply with requirements for seismic-restraint devices specified in Section 220548 "Vibration and Seismic Controls for Plumbing Piping and Equipment."
- B. Comply with requirements for pipe hanger and support devices and installation specified in Section 220529 "Hangers and Supports for Plumbing Piping and Equipment."
 1. Install stainless steel pipe hangers for horizontal piping.
 2. Install stainless-steel pipe support clamps for vertical piping in corrosive environments.
 3. Vertical Piping: MSS Type 8 or Type 42, clamps.
 4. Individual, Straight, Horizontal Piping Runs:
 - a. 100 Feet and Less: MSS Type 1, adjustable, steel clevis hangers.
 - b. Longer Than 100 Feet: MSS Type 43, adjustable roller hangers.
 - c. Longer Than 100 Feet if Indicated: MSS Type 49, spring cushion rolls.
 5. Multiple, Straight, Horizontal Piping Runs 100 Feet or Longer: MSS Type 44, pipe rolls. Support pipe rolls on trapeze.
 6. Base of Vertical Piping: MSS Type 52, spring hangers.
- C. Support horizontal piping and tubing within 12 inches of each fitting and coupling.
- D. Support vertical piping and tubing at base and at each floor.
- E. Rod diameter may be reduced one size for double-rod hangers, with 3/8-inch minimum rods.
- F. Install hangers for PVC piping with the following maximum horizontal spacing and minimum rod diameters:
 1. NPS 1-1/2 and NPS 2: 48 inches with 3/8-inch rod.
 2. NPS 3: 48 inches with 1/2-inch rod.
 3. NPS 4 and NPS 5: 48 inches with 5/8-inch rod.
 4. NPS 6 and NPS 8: 48 inches with 3/4-inch rod.
 5. NPS 10 and NPS 12: 48 inches with 7/8-inch rod.
- G. Install supports for vertical PVC piping every 48 inches.
- H. Support piping and tubing not listed above according to MSS SP-69 and manufacturer's written instructions.

3.5 CONNECTIONS

- A. Drawings indicate general arrangement of piping, fittings, and specialties.
- B. Connect interior storm drainage piping to exterior storm drainage piping. Use transition fitting to join dissimilar piping materials.

- C. Connect storm drainage piping to roof drains and storm drainage specialties.
 - 1. Install test tees (wall cleanouts) in conductors near floor, and floor cleanouts with cover flush with floor.
 - 2. Comply with requirements for cleanouts and drains specified in Section 221423 "Storm Drainage Piping Specialties."
- D. Where installing piping adjacent to equipment, allow space for service and maintenance of equipment.

3.6 IDENTIFICATION

- A. Identify exposed storm drainage piping. Comply with requirements for identification specified in Section 220553 "Identification for Plumbing Piping and Equipment."

3.7 FIELD QUALITY CONTROL

- A. During installation, notify authorities having jurisdiction at least 24 hours before inspection must be made. Perform tests specified below in presence of authorities having jurisdiction.
 - 1. Roughing-in Inspection: Arrange for inspection of piping before concealing or closing-in after roughing-in.
 - 2. Final Inspection: Arrange for final inspection by authorities having jurisdiction to observe tests specified below and to ensure compliance with requirements.
- B. Reinspection: If authorities having jurisdiction find that piping will not pass test or inspection, make required corrections and arrange for reinspection.
- C. Reports: Prepare inspection reports and have them signed by authorities having jurisdiction.
- D. Test storm drainage piping according to procedures of authorities having jurisdiction or, in absence of published procedures, as follows:
 - 1. Test for leaks and defects in new piping and parts of existing piping that have been altered, extended, or repaired. If testing is performed in segments, submit separate report for each test, complete with diagram of portion of piping tested.
 - 2. Leave uncovered and unconcealed new, altered, extended, or replaced storm drainage piping until it has been tested and approved. Expose work that was covered or concealed before it was tested.
 - 3. Test Procedure: Test storm drainage piping on completion of roughing-in. Close openings in piping system and fill with water to point of overflow, but not less than 10-foot head of water. From 15 minutes before inspection starts until completion of inspection, water level must not drop. Inspect joints for leaks.
 - 4. Repair leaks and defects with new materials and retest piping, or portion thereof, until satisfactory results are obtained.
 - 5. Prepare reports for tests and required corrective action.

3.8A. ~~CLEANING~~ **CLEANING** of piping. Remove dirt and debris as work progresses.

- B. Protect drains during remainder of construction period to avoid clogging with dirt and debris and to prevent damage from traffic and construction work.
- C. Place plugs in ends of uncompleted piping at end of day and when work stops.

3.9 PIPING SCHEDULE

- A. Aboveground storm drainage piping NPS 6 and smaller shall be the following:
 - 1. Solid-wall PVC pipe, PVC socket fittings, and solvent-cemented joints.
 - 2. Dissimilar Pipe-Material Couplings: Shielded, nonpressure transition couplings.
- B. Aboveground, storm drainage piping NPS 8 and larger shall be the following:
 - 1. Solid-wall PVC pipe, PVC socket fittings, and solvent-cemented joints.
 - 2. Dissimilar Pipe-Material Couplings: Shielded, nonpressure transition couplings.

END OF SECTION 221413

SECTION 22 1423 - STORM DRAINAGE PIPING SPECIALTIES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. General-purpose roof drains.
2. Cleanouts.

B. Related Requirements:

1. Section 076200 "Sheet Metal Flashing and Trim" for penetrations of roofs.
2. Section 078413 "Penetration Firestopping" for firestopping roof penetrations.

1.2 ACTION SUBMITTALS

A. Product Data:

1. General-purpose roof drains.
2. Cleanouts.

1.3 QUALITY ASSURANCE

- A. Provide drainage piping specialties are to bear label, stamp, or other markings of specified testing agency.

PART 2 - PRODUCTS

2.1 GENERAL-PURPOSE ROOF DRAINS

A. Cast-Iron Roof Drains:

1. Cast-Iron, Medium-Sump, General-Purpose Roof Drains: RD-1.
 - a. **BOD: Zurn** (or approved equal)
 - b. Standard: ASME A112.6.4.
 - c. Body Material: Cast iron.
 - d. Body Coating: Acid Resistant, Epoxy Coating
 - e. Dimension of Body: **12-inch** diameter.
 - f. Dome Material: **Aluminum**.
 - g. Combination flashing ring and gravel stop.
 - h. Outlet: **Bottom**.

- i. Outlet Size: Per Plans
- j. Outlet Type: **Threaded**.
- k. Options:
 - 1) Underdeck clamp.
 - 2) Secondary Clamping Collar.

2.2 CLEANOUTS

A. Plastic Cleanouts:

- 1. Plastic Cleanouts:
 - a. Size: Same as connected branch.
 - b. Body Material: **PVC**.
 - c. Closure Plug: **PVC**.
 - d. Type: **Wall**.
 - e. Frame and Cover Material and Finish: **Nickel-bronze, copper alloy**.
 - f. Frame and Cover Shape: **Round**.
 - g. Riser: Drainage pipe fitting and riser to cleanout of same material as drainage piping.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install roof drains in accordance with roof membrane manufacturer's written installation instructions at low points of roof areas.
 - 1. Install flashing collar or flange of roof drain to maintain integrity of waterproof membranes where penetrated.
 - 2. Install expansion joints, if indicated, in roof drain outlets.
 - 3. Position roof drains for easy access and maintenance.
- B. Install cleanouts in aboveground piping and building drain piping in accordance with the following instructions unless otherwise indicated:
 - 1. Use cleanouts the same size as drainage piping up to **NPS 4**. Use **NPS 4** for larger drainage piping unless larger cleanout is indicated.
 - 2. Locate cleanouts at each change in direction of piping greater than 45 degrees.
 - 3. Locate cleanouts at minimum intervals of **50 ft.** for piping **NPS 4** and smaller and **100 ft.** for larger piping.
 - 4. Locate cleanouts at base of each vertical storm piping conductor.
- C. Install test tees in vertical conductors and near floor.
- D. Install wall cleanouts in vertical conductors. Install access door in wall if indicated.
- E. Install through-penetration firestop assemblies for penetrations of fire- and smoke-rated assemblies.

1. Comply with requirements in Section 078413 "Penetration Firestopping."

3.2 CONNECTIONS

- A. Comply with requirements for piping specified in Section 221414 "Storm Drainage Piping." Drawings indicate general arrangement of piping, fittings, and specialties.

3.3 INSTALLATION OF FLASHING

- A. Fabricate flashing from single piece of metal unless large pans, sumps, or other drainage shapes are required.
- B. Install sheet flashing on pipes, sleeves, and specialties passing through or embedded in floors and roofs with waterproof membrane.
- C. Secure flashing into sleeve and specialty clamping ring or device.

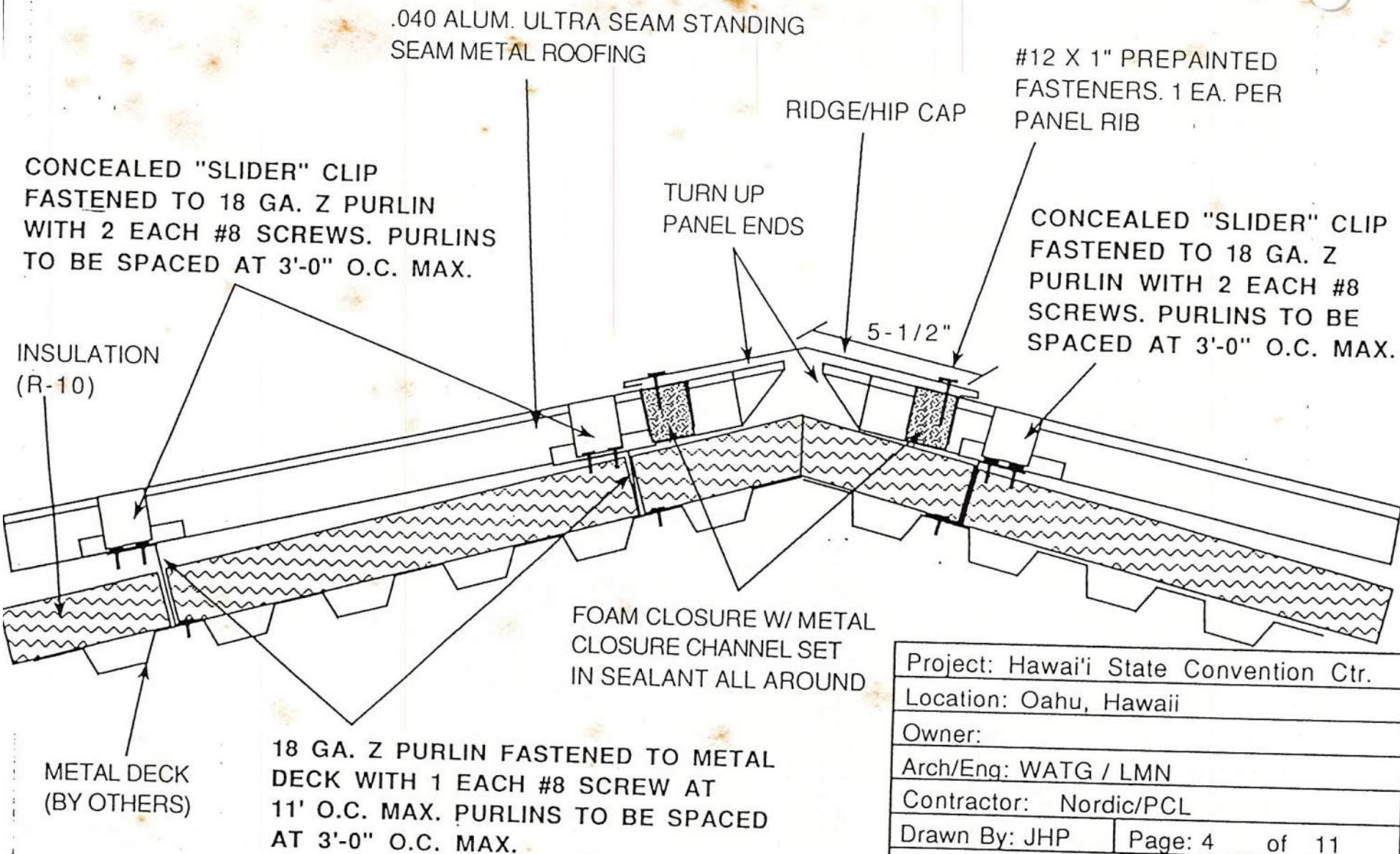
3.4 CLEANING

- A. Clean piping specialties during installation and remove dirt and debris as work progresses.

3.5 PROTECTION

- A. Protect piping specialties during remainder of construction period to avoid clogging with dirt or debris and to prevent damage from traffic and construction work.
- B. Place plugs in ends of uncompleted piping at end of each day and when work stops.

END OF SECTION 221423



3

TYPICAL RIDGE/HIP DETAIL

Project: Hawai'i State Convention Ctr.

Location: Oahu, Hawaii

Owner:

Arch/Eng: WATG / LMN

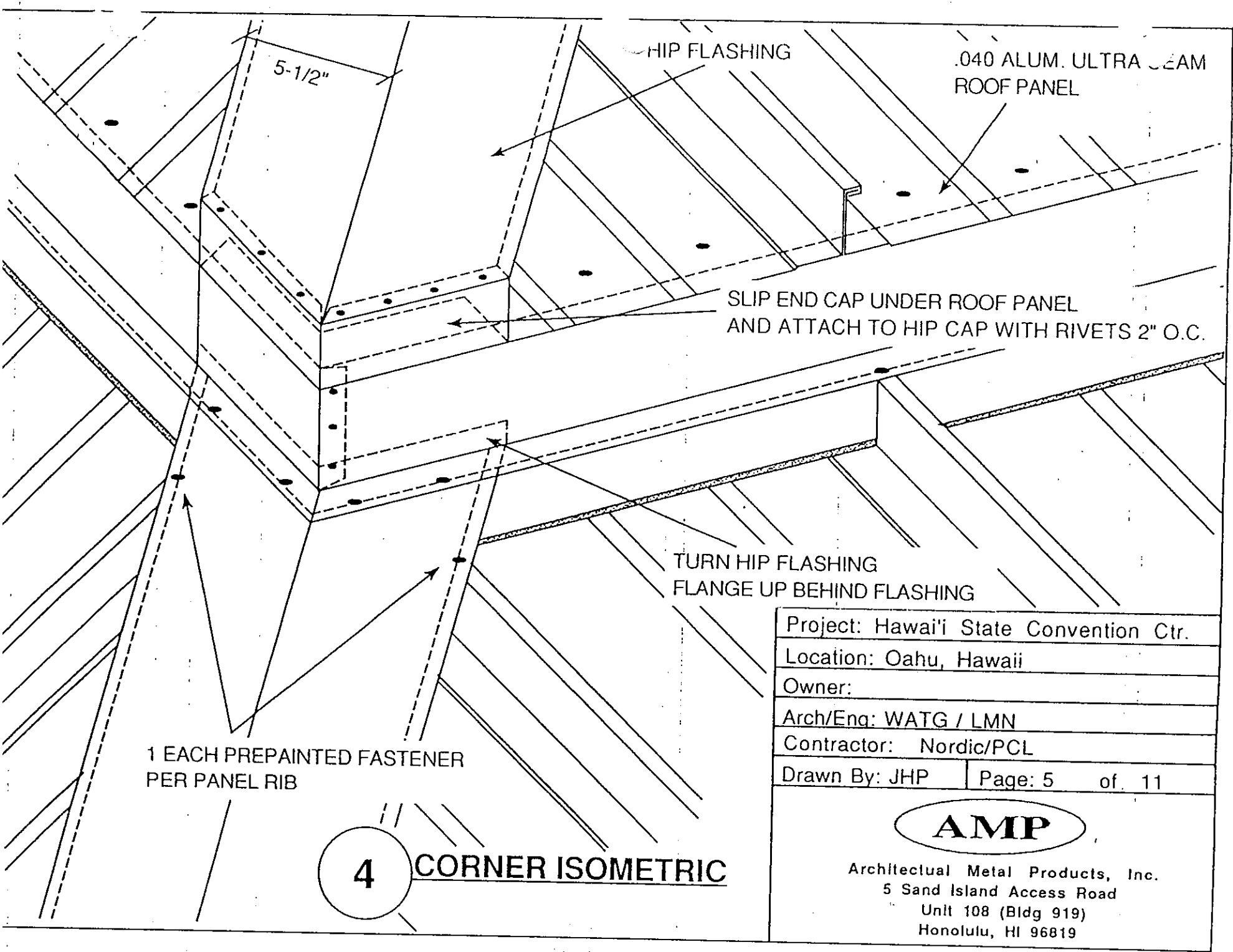
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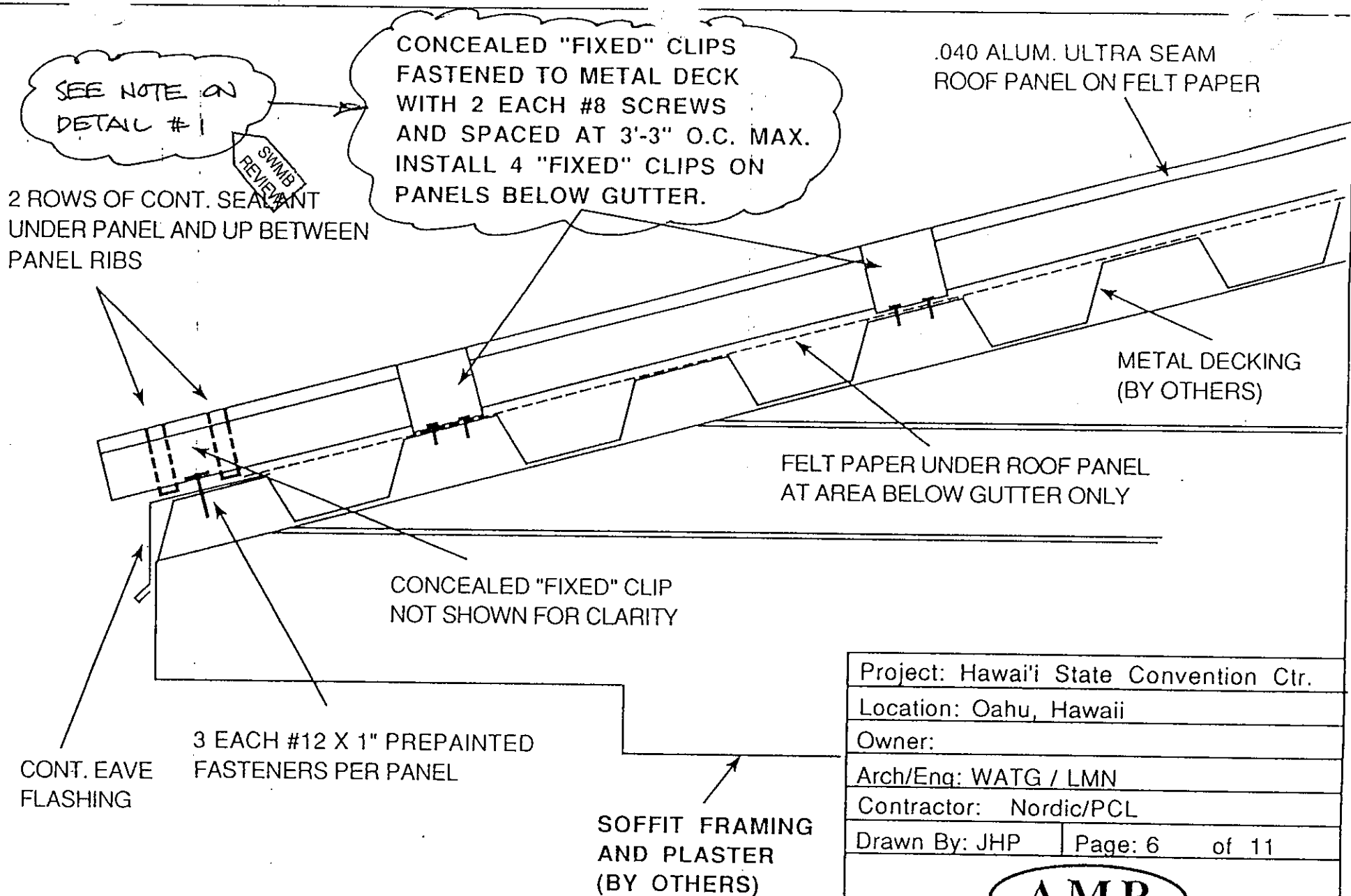
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AMP

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5 Sand Island Access Road
Unit 108 (Bldg 919)
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5

EAVE DETAIL

Project: Hawai'i State Convention Ctr.

Location: Oahu, Hawaii

Owner:

Arch/Eng: WATG / LMN

Contractor: Nordic/PCL

Drawn By: JHP

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3 EACH #12 X 2-1/2" PREPAINTED
ST. STL. FASTENERS WITH NEOPRENE
WASHERS PER PANEL

2 ROWS OF CONT. SEALANT
UNDER PANEL AND UP
BETWEEN PANEL RIBS

"FIXED" CLIP NOT
SHOWN FOR CLARITY

CONT. EAVE FLASHING
EXTEND DOWN INTO GUTTER

1 EACH #12 X 1"
PREPAINTED ST. STL.
FASTENER PER PANEL RIB

FOAM CLOSURE WITH
CLOSURE CHANNEL
SET IN SEALANT

CONCEALED "SLIDER" CLIP
FASTENED TO METAL DECK
WITH 2 EACH #8 SCREWS

1.5" R-10 RIGID INSULATION
UNDER ROOF PANELS AT AREA
ABOVE GUTTER ONLY

SHEDRIDGE EXTEND DOWN
INTO GUTTER WITH CONT.
SEAL TO GUTTER MEMBRANE

CONT. 12 GA. GUTTER LINER SUPPORT
SEE DETAIL #10

LAP MEMBRANE
OVER FELT PAPER

FELT PAPER UNDER ROOF
PANELS AT AREA BELOW
GUTTER ONLY

CONT. MEMBRANE LINER SEALED
TO GUTTER OUTLETS

1'-10"

1'-6"
THIS GROWS

2'-4"

IN
SAFE
PLANE

6

GUTTER DETAIL

Project: Hawai'i State Convention Ctr.

Location: Oahu, Hawaii

Owner:

Arch/Eng: WATG / LMN

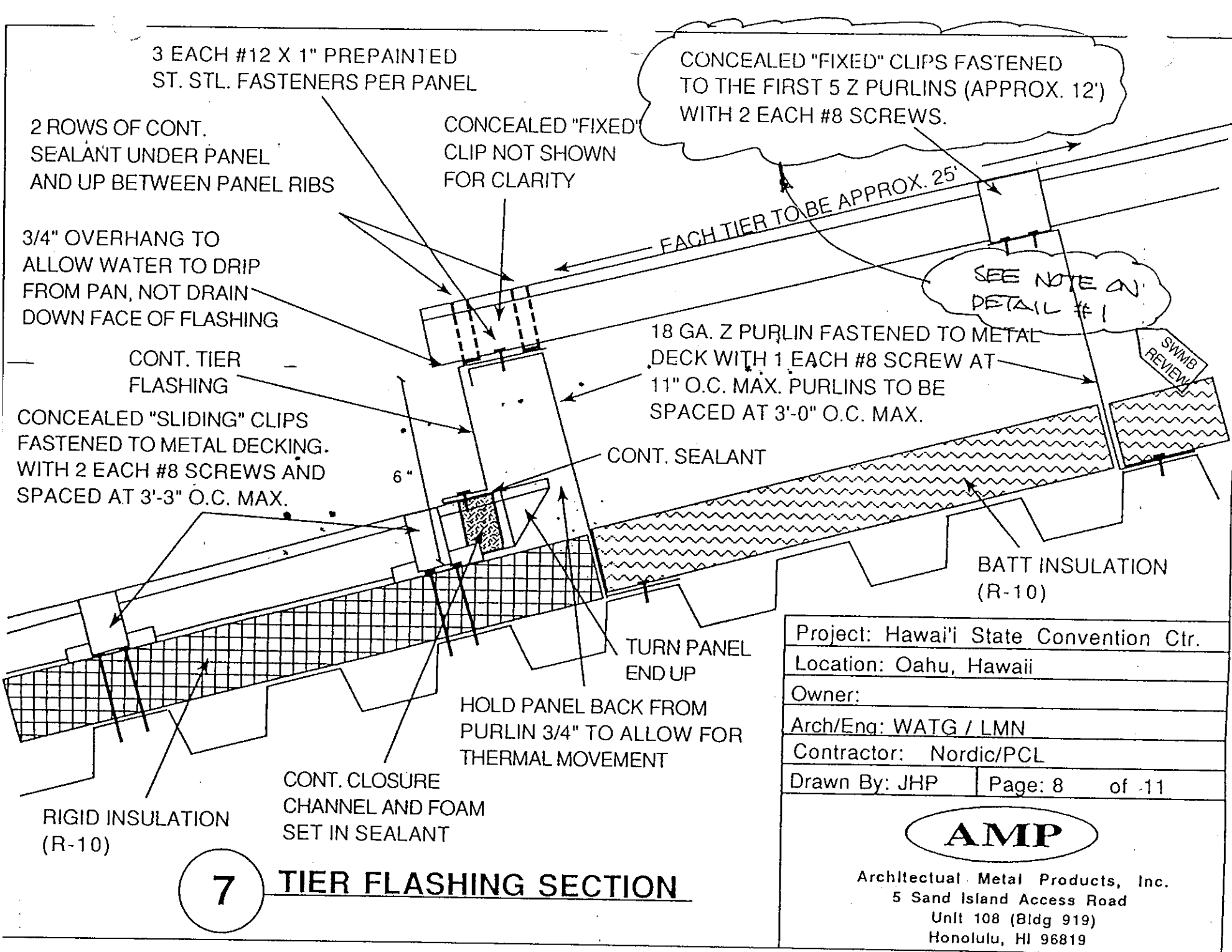
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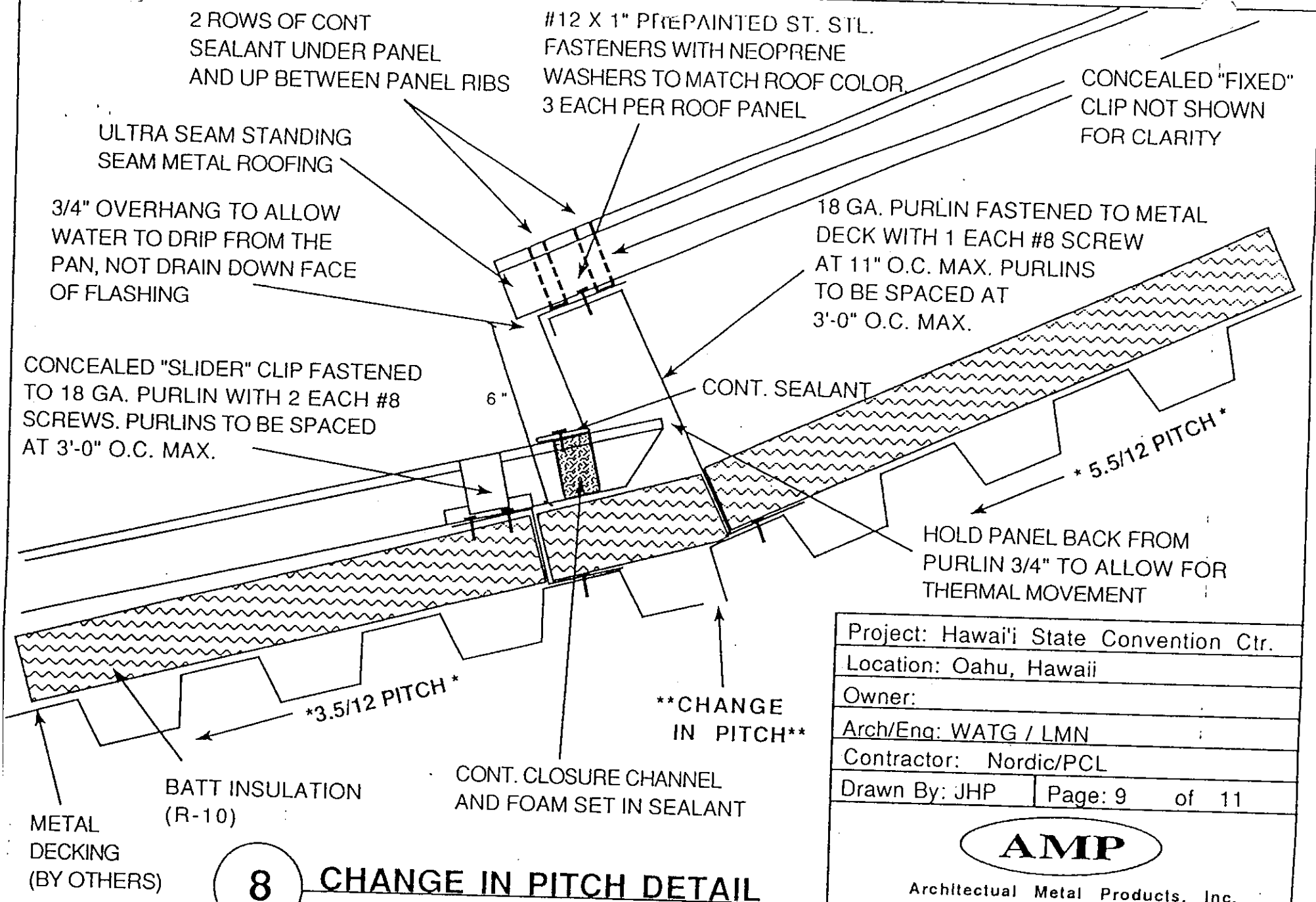
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8

CHANGE IN PITCH DETAIL

Project: Hawai'i State Convention Ctr.

Location: Oahu, Hawaii

Owner:

Arch/Eng: WATG / LMN

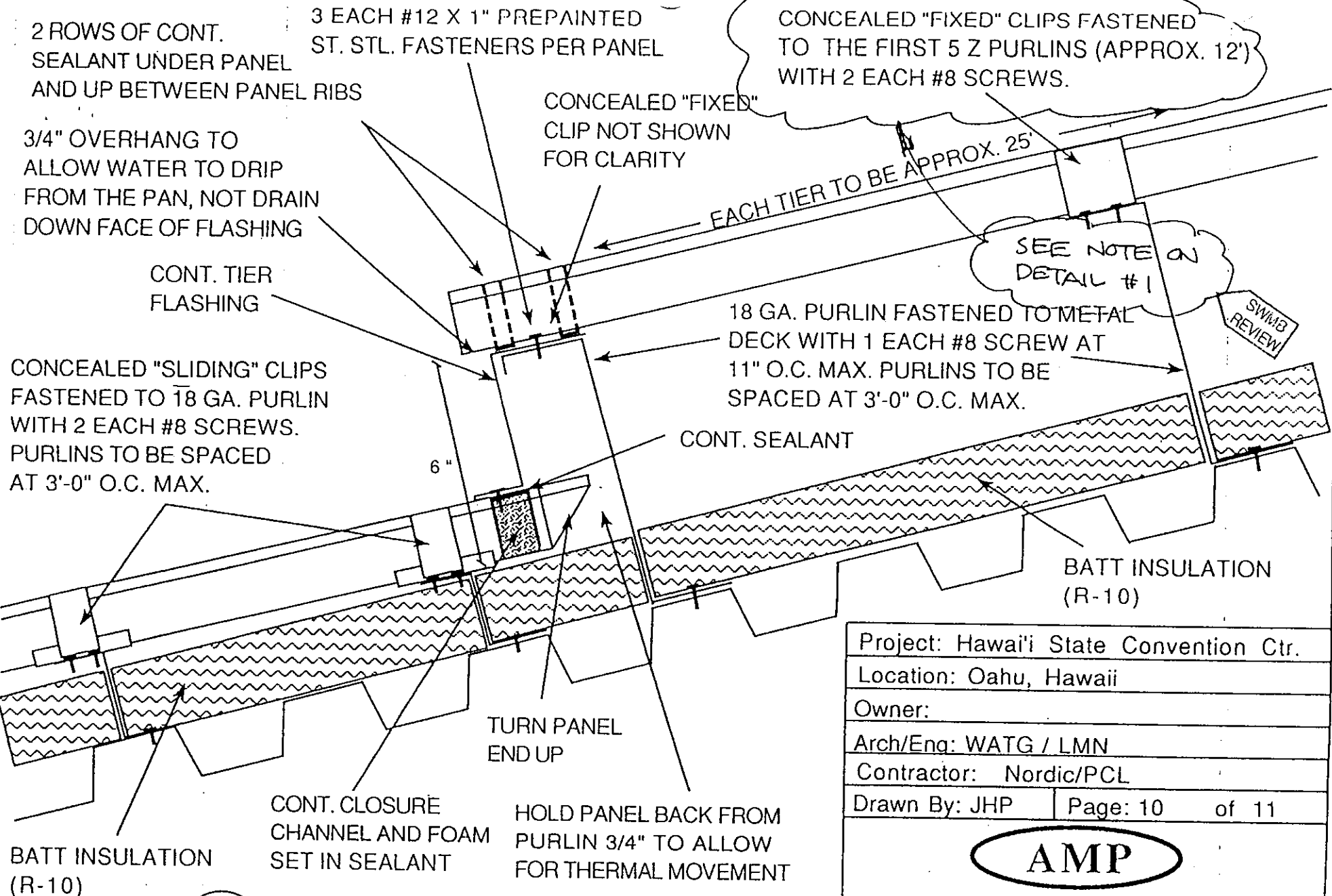
Contractor: Nordic/PCL

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9 **TIER FLASHING SECTION**

Project: Hawai'i State Convention Ctr.		
Location: Oahu, Hawaii		
Owner:		
Arch/Eng: WATG / LMN		
Contractor: Nordic/PCL		
Drawn By: JHP	Page: 10	of 11

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VERIFY FOR
 $V = 1.139 k$
 (SEE CALCS)

BEAM SPACING VARIES
 FROM 13'-9" TO 15'-6"

SWMB
 REVIEW

METAL DECK
 (BY OTHERS)

#12 X 3/4" SCREW
 @ 24" O.C.

SWMB
 REVIEW

#12 X 3/4" SCREW
 @ 24" O.C.

6 EACH #8-18 T-2 METAL
 SCREWS PER TRACK

TRUSS TOP CHORD
 (BY OTHERS)

5-5/8" X 1-1/4" 20 GA.
 TRACK 12" O.C. (AT EACH STEEL BEAM)

METAL DECK
 (BY OTHERS)

IN SAME
 PLANE

2 EACH #8 SCREWS AT 3" O.C.
 OR 3/8" SPOT WELD AT 4-1/2" O.C.

12 GA. GUTTER LINER
 (HOLD 1/8" APART AT
 BUTT JOINT. DO NOT LAP.)

2 EACH HILTI ENK 16512
 @ EACH SIDE OF 12 GA.
 GUTTER LINER BUTT JOINT

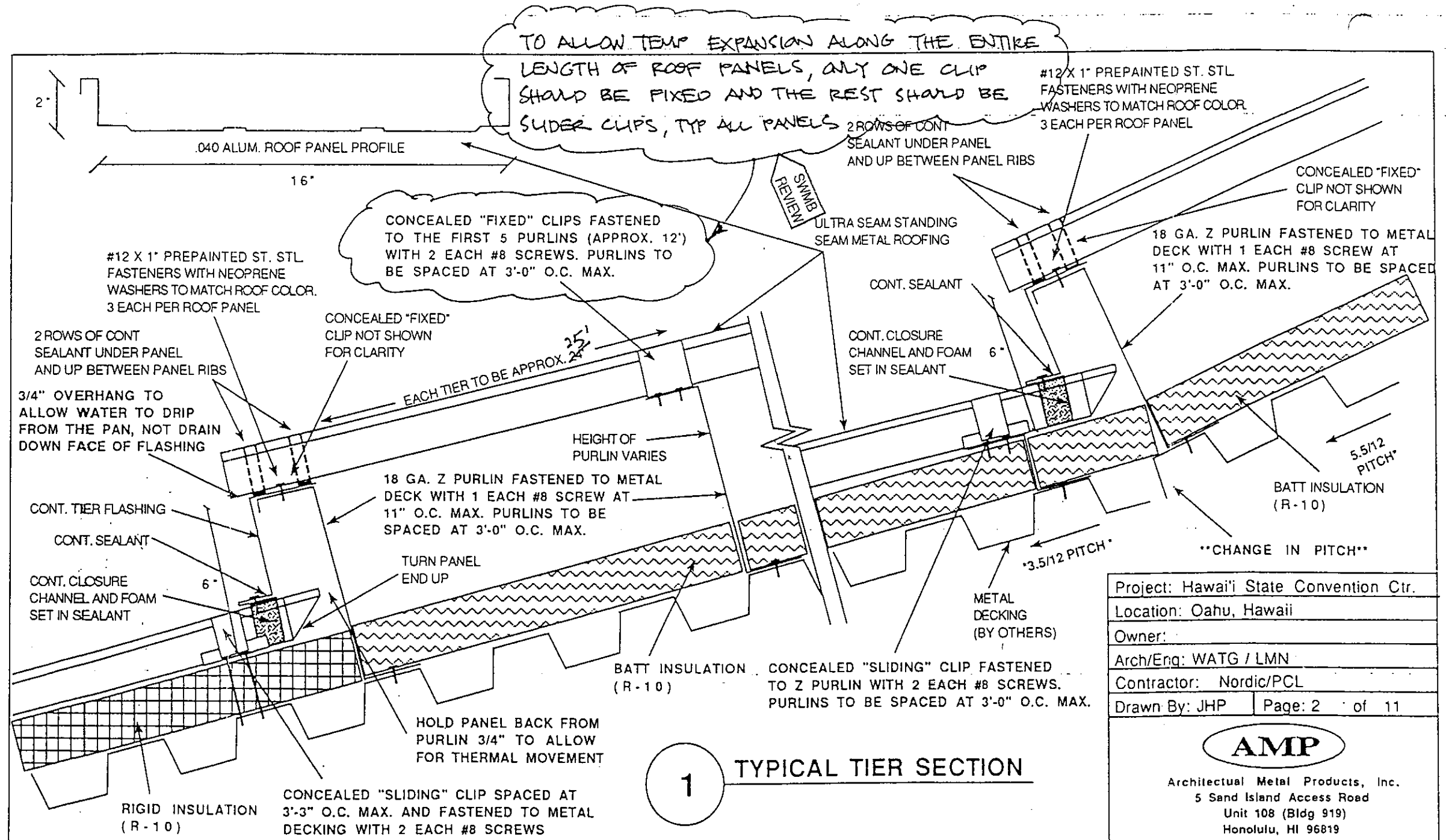
2 EACH #8 SCREWS AT 3" O.C.
 OR 3/8" SPOT WELD AT 4-1/2" O.C.

Project: Hawai'i State Convention Ctr.	
Location: Oahu, Hawaii	
Owner:	
Arch/Eng: WATG / LMN	
Contractor: Nordic/PCL	
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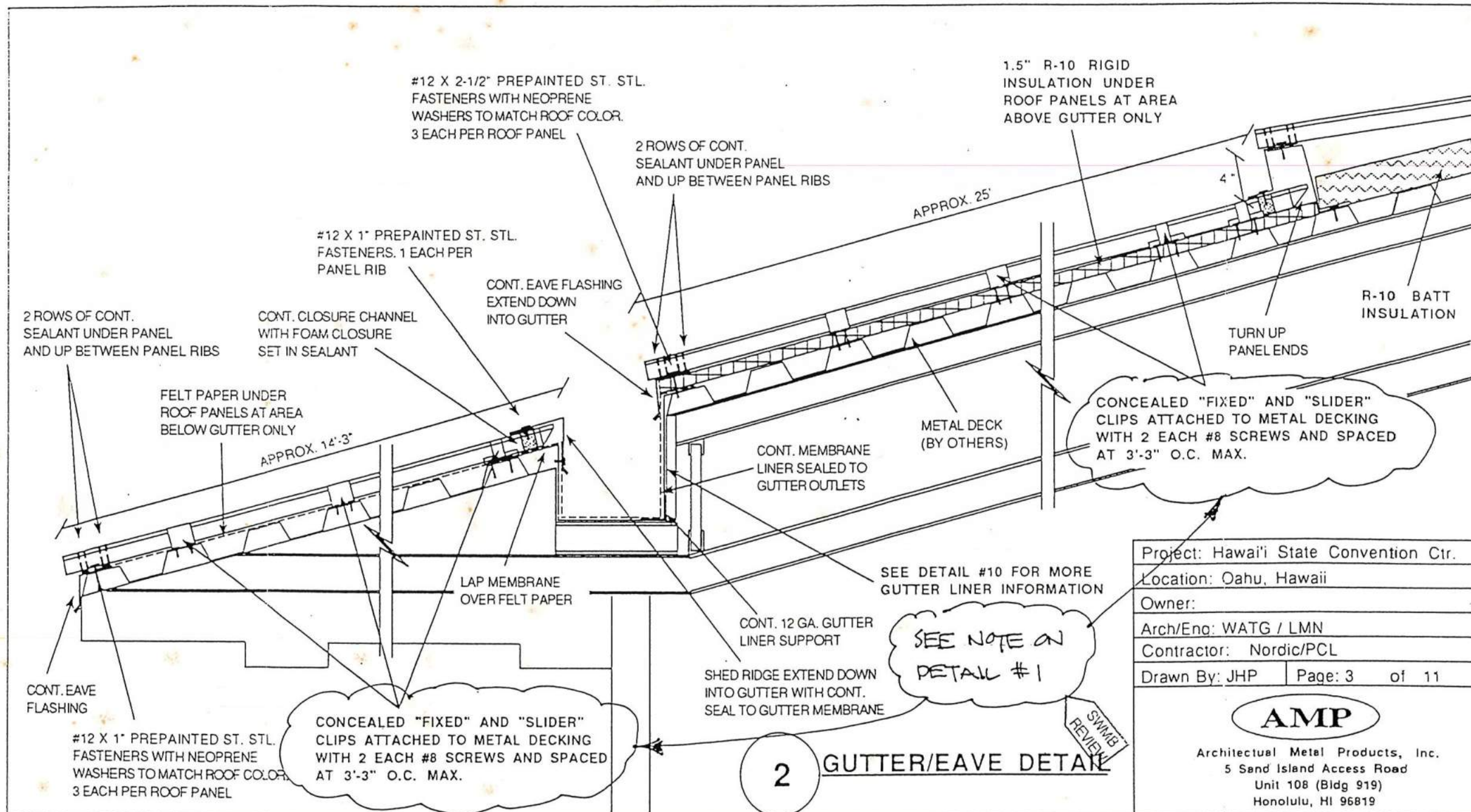
10 GUTTER LINER DETAIL



Project: Hawai'i State Convention Ctr.
Location: Oahu, Hawaii
Owner:
Arch/Eng: WATG / LMN
Contractor: Nordic/PCL
Drawn By: JHP
Page: 2 of 11



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Appendix G

ACKNOWLEDGEMENT FORM

HCC CIP – 2026-09

Ballroom Roof Repairs

ACKNOWLEDGEMENT OF TERMS

To ensure clarity and acknowledgment of the content within this IFB, we kindly require proposers to initial each section following their review. Your initials serve as a confirmation of understanding and agreement with the respective portions and expected deliverables outlined in the document. **This form shall be submitted as part of the Design-Bid-Build proposal.**

_____ 1. Draft Contract

- Please note that acknowledgement of the Draft Contract shall be acceptance of the contract as written w/ no revisions and/or comments from the Proposer. All comments and/or questions for contract revision shall be received during the RFI period.

_____ 2. Liquidated Damages

_____ 3. Bond Requirements

_____ 4. Insurance Requirements

_____ 5. Scope of Work

_____ 6. Add Alternates (if applicable)

_____ 7. Deliverables

- Cover Letter
- Summary of Proposal
- Cost Proposal
- Background, Qualifications and Experience
- Personnel Organization and Staffing
- List of Subcontractors and Suppliers
- Equipment and Installation Plan
- Offeror's Logistics Plan
- Offeror's Safety Plan
- Implementation and Training Plan (if applicable)
- Price Submittal Form – Rate Card
- Offeror's Certificate of Vendor Compliance (via Hawai'i Compliance Express <http://endors.ehawaii.gov>)