

04/2008

INVITATION FOR BID (IFB) NO. UHM-000-010-14

FOR

PS2 Dome Renovation: Phase 4

29 May 2014

RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAI'I (RCUH)

HONOLULU, HAWAI'I

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IT IS THE RESPONSIBILITY OF ALL BIDDERS TO CHECK THE TABLE OF CONTENTS TO CONFIRM THAT ALL PAGES LISTED THEREIN ARE CONTAINED IN THEIR BID PACKAGE. BIDDERS MUST SUBMIT THE FULLY COMPLETED BID FORM ALONG WITH THEIR BID BOND BY THE DUE DATE.

NOTICE TO BIDDERS

WRITTEN QUOTATION FORMS for RCUH Project No. UHM-000-010-14: PS2 Dome Renovation: Phase 4 with plans, are included as part of the Bid Package on CD-ROM, but also will be available from the address:

UHM-000-010-14
Facilities Management Office
University of Hawaii at Manoa
Portable Building, Room A5
2002 East-West Road
Honolulu, HI 96822

Bids must be received by email at the email address alantaru@hawaii.edu no later than June 9, 2014, 5 PM HST. To be eligible to bid, bidders must possess a valid State of Hawai'i C-52 contractor's license.

Project is intended to be awarded on or about June 13, 2014 .

Quotations received after the due time and date(s) fixed above will not be considered.

Direct all questions to Mr. Alan Tarumoto, alantaru@hawaii.edu

All questions submitted by the bidders and their responses issued by the UHM Facilities Management Office, including amendments to this IFB, shall be communicated to all bidders via email.

Michael Hamnett, Executive Director
Research Corporation of the University of Hawai'i

BUSINESS CLASSIFICATION CERTIFICATION STATEMENT

Vendors: Please complete the following information below. If you answer “No” to question No. 1, complete the certification portion and submit together with your bid document or quote.

(Terms used are taken from the Small Business Administration Rules and Regulations and the Federal Acquisition Regulation [FAR].) (Reference Section A on the reverse side of this form for Category Descriptions.)

This is to certify that the company identified below:

1. _____ IS a **small business** as defined in the Small Business Administration regulations (see reverse for size standards).

- . _____ **IS NOT** a small business as defined in the regulations.
(If you checked here, STOP, GO TO CERTIFICATION BELOW.)

2. _____ IS a **small disadvantaged business concern** and is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-NET).

3. _____ IS a **women-owned small business concern** of which at least 51% is owned, controlled, and managed by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women.

4. _____ IS a **HUBZone small business concern** that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

5. _____ IS a **veteran-owned small business concern** of which not less than 51 percent is owned, controlled and managed by one or more veterans; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more veterans.

6. _____ IS a **service-disabled veteran-owned small business concern** of which not less than 51 percent is owned, controlled and managed by one or more service-disabled veterans, or in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans as defined in 38 U.S.C. 101(16).

CERTIFICATION:

I hereby certify the information supplied herein to be true and correct.

Company Name: _____

Signature of Company Officer

Type of Goods/Services: _____

*NAICS Code: _____

Company Address: _____

Print Name: _____

Title: _____

Date: _____

Any misrepresentation shall be subject to the provisions stated in item B on the reverse side.

* North American Industry Classification System (NAICS)

- A. "SMALL BUSINESS" SIZE STANDARDS FOR FEDERAL SUB-CONTRACTORS. Small business size is determined by the primary NAICS Code. See Title 13 CFR, Part 121 to determine your NAICS Code and the threshold for determining small business (revised as of January 1, 2004).

A "small business" is a concern including its affiliates, which is independently owned and operated. It is not dominant in the field of operations in which it is selling goods and services to a federal contractor. It meets the following size criteria for its particular industry:

1. CONSTRUCTION TRADES – "Small" if average annual receipts for preceding 3 years do not exceed \$12 million.
2. CONSTRUCTION, GENERAL CONTRACTORS – "Small" if average annual receipts for preceding 3 years do not exceed \$28.5 million.
3. MANUFACTURING – "Small" if 500 employees or less, except for some specific products which will increase the complement of employees to 750 to 1,000, respectively.
4. TRANSPORTATION – "Small" if average annual receipts for preceding 3 years do not exceed the amount shown for specific services:

\$21.5 million – general freight trucking, local.
\$3 million – travel agencies
5. WHOLESALE TRADE, DURABLE AND NON-DURABLE GOODS – "Small" if 100 employees or less.
6. RETAIL TRADE – "Small" if average annual receipts for preceding 3 years do not exceed the amount shown for specific products:

\$5 million – lumber and building materials, paints, hardware.
7. SERVICES – "Small" if average annual receipts for preceding 3 years do not exceed the amount shown for specific services:
 - a. \$21 million – computer systems design services, custom computer programming services.
 - b. \$10.5 million – refuse collection, protective guard services.
 - c. \$14 million – janitorial services.
 - d. \$21.5 million – passenger car rental.
 - e. \$21.0 million – office Machinery and equipment rental & leasing.
 - f. \$6 million – general automobile repair, refrigeration & air conditioning.
8. ALL OTHER TYPES OF BUSINESS – "Small" if 500 employees or less.

Where firm sizes are determined by annual receipts, and the concern is less than 3 complete fiscal years old, its total receipts means for the period it has been in business, divided by the number of weeks, including fractions of a week, and multiplied by 52.

- B. Notice. Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall:
1. Be punished by imposition of fine, imprisonment, or both;
 2. Be subject to administrative remedies including suspension and debarment; and
 3. Be ineligible for participation in a program conducted under the authority of the Act.

WRITTEN QUOTATION FORM

FOR

PS2 Dome Renovation: Phase 4

Mr. Alan Tarumoto
Facilities Management Office
University of Hawaii at Manoa
Portable Building, Room A5
2002 East-West Road
Honolulu, HI 96822

To Mr. Alan Tarumoto:

BASIC BID:

The undersigned has carefully examined the INVITATION FOR BID for UHM-000-010-14: PS2 Dome Renovation: Phase 4 HVAC Upgrade Package including Attachments 1 through 4, Drawings (11 sheets, labeled as Attachment 1A and some representative photographs labeled as Attachment 1B), and offers to furnish all labor, materials, tools, and equipment necessary to complete all work as specified, in strict accordance with the true intent and meaning of the plans and Invitation for Bid and shall complete all work within 54 consecutive calendar days from the date designated in the Notice to Proceed

For the sum of _____

_____ DOLLARS (\$_____),

including all material and non-material costs, labor costs, equipment costs, foreign taxes, transportation costs, vehicle costs, air freight costs, shipping costs, supply costs, mobilization costs, insurance premiums, warranty costs, administrative support costs, rental costs, overhead costs, building and special permit fees, utilities service fees, expediting fees and all applicable taxes (Federal and State).

TO BE ELIGIBLE TO BID, BIDDERS MUST POSSESS A VALID STATE OF HAWAII CONTRACTOR'S LICENSE **C-52**. IN ADDITION, BIDDERS MUST LIST ALL SUBCONTRACTORS INCLUDING THOSE WHO POSSESS SPECIALTY CONTRACTOR LICENSES.

THE BIDDER SHALL BE SOLELY RESPONSIBLE FOR ENSURING THAT ALL THE SPECIALTY LICENSES REQUIRED TO PERFORM THE WORK ARE COVERED IN ITS BID, AND THAT ALL SUBCONTRACTORS ARE LISTED. **FAILURE TO LIST ALL REQUIRED SUBCONTRACTORS MAY BE GROUNDS FOR DISQUALIFICATION.**

SITE VISIT(S)

Bidders shall arrange for an appointment by contacting the Technical Representative, Mr. Alan Tarumoto through email to alantaru@hawaii.edu.

TAX CLEARANCE FOR CONTRACTS

In accordance with Section 103-53, HRS, bidders shall submit with their bid packages, original or certified tax clearances from the State of Hawai'i Department of Taxation and the Internal Revenue Service. In the event bidders are unable to obtain a tax clearance in time to include it with their bid packages, bidders may submit a completed OPRM Form 128, CERTIFICATION FOR TAX CLEARANCE, in lieu of the DOTAX Form A-6. However, an original tax clearance must be provided before contract award. Failure to provide the required tax clearance at the time of contract award will result in forfeiture of the bid bond. Tax clearances obtained shall certify that all tax returns due have been filed, and all taxes, interest, and penalties levied or accrued under the provisions of Title 14 that are administered by the State of Hawai'i Department of Taxation and under the Internal Revenue Code against the bidder, have been paid. This shall apply to all contracts, whether with Hawai'i bidders, out-of-state bidders, or nonprofit organizations.

This shall not apply to bidders if the State of Hawai'i Department of Taxation certifies that the bidder is in good standing under a plan in which delinquent taxes are being paid to the State of Hawai'i Department of Taxation (and the Internal Revenue Service, if applicable) in installments.

Offers that are not accompanied by original or certified tax clearances, may be considered as non-responsive and may be rejected.

Any questions pertaining to tax clearances may be addressed to the following:

- a. Internal Revenue Service, Compliance Division - LTC
300 Ala Moana Boulevard, #50089
Honolulu, Hawai'i 96850-4922
Telephone No.: (808) 541-1160

- b. Department of Taxation
State of Hawai'i
Oahu District Office

P.O. Box 259
Honolulu, Hawai'i 96808-0259
Telephone No.: (808) 587-4242
Toll-Free: 1-800-222-3229

INTERPRETATION OF PLANS AND SPECIFICATIONS

Bidders are cautioned to review the Plans and Technical Specifications carefully and thoroughly. **In instances where conflicts occur within the Plans and/or between the Plans and Technical Specifications and/or within the Technical Specifications, the more stringent requirement(s) shall be applied by the bidder when formulating its bid amount. Failure by the bidder to apply/adhere to the more stringent requirement(s) shall not constitute the basis for price adjustment(s).** Objections to or requests for clarification of the Plans and/or Technical Specifications shall be made in writing to the Technical Representative: Mr. Alan Tarumoto through email to alantaru@hawaii.edu, no later than TEN (10) calendar days prior to the scheduled bid due date. The submittal of a bid shall be considered as acceptance of the specifications as published. Protest concerning the technical specifications lodged after bid opening shall not be considered.

PATENTED DEVICES, MATERIALS AND PROCESSES

If the Contractor is required or desires to use any design, device, material or process covered by letters of patent or copyright, the right for such use shall be procured by the Contractor from the patentee or owner. The Contractor and surety shall indemnify and save harmless the State and its Departments and Agencies, any affected third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright in connection with the work to be performed under the contract, shall indemnify the State and its Departments and Agencies for any costs, expenses and damages which it may be obliged to pay by reason of any such infringement at any time during the prosecution or after the completion of the work.

BASIS FOR AWARD

The award of contract, if awarded, shall be made to the responsible bidder submitting the responsive bid with the lowest evaluated BASIC BID. In the event that all basic bids exceed the amount of funds announced as available for the project, the RCUH nevertheless reserves the right to make award to the bidder submitting the lowest responsive basic bid if additional funds are available or by reducing the scope of work through negotiation.

NOTE TO BIDDERS

An acceptable bid must conform in all material respects to this INVITATION FOR BID (IFB). Any of the following may be grounds for disqualification:

1. Taking exception to any of the specifications terms or conditions contained in the IFB.
2. Placing conditions on the furnishing of solicited goods or services.
3. Inclusion of a quotation or order form containing additional specifications, terms or conditions.
4. Referencing external documents containing additional specifications, terms or conditions.
5. Evidence of collusion among bidders.
6. Lack of responsibility and cooperation as shown by past work such as failing to complete all of the requirements to close the project within a reasonable time or engaging in a pattern of unreasonable or frivolous claims for extra compensation.
7. More than one bid for the same project from an individual, firm partnership, corporation or joint venture under the same or different name.
8. Lack of responsibility, including, but not limited, to arrearages on existing contracts in litigation with the Research Corporation of the University of Hawai'i, University, State of Hawai'i, or defaults on a previous contract.
9. Being in arrears on existing contracts with the Research Corporation of the University of Hawai'i, University and State of Hawai'i, or having defaulted on a previous contract with the University or the State of Hawai'i.
10. Delivery of bids after the deadline.
11. Failure to follow directions and instructions in the invitation.
12. Failure to pay, or satisfactorily settle, all bills overdue for labor and materials of former contracts in force at the time of issuance of bid forms.
13. Debarment or suspension consistent with the provisions of Chapters 103D, 104 and 444, Hawai'i Revised Statutes, as amended, or federal statutes.

Bidders are advised that bids are evaluated as submitted and requests by bidders to delete conditions contained in their bids after bid opening cannot be considered.

Attention of the bidders is directed to the contract performance bond, contract payment bond and insurance requirements of this IFB which, should be carefully considered before submitting a bid. Failure to provide a contract performance bond and contract payment bond will result in forfeiture of your bid security and failure to comply with the insurance requirements will result in forfeiture of your bid security or your contract performance bond.

NOTICE TO BIDDERS

This is a federal funded contract subject to Davis-Bacon Act.

Federal law (40 U.S.C. 276a to a-7) provides that laborers and mechanics employed on federal funded construction contracts exceeding \$2,000 shall be entitled to any increases in minimum wages specified in a wage determination made by the Secretary of the U.S. Department of Labor. It is the responsibility of the Contractor to ensure that their bids reflect payment of minimum wages pursuant to federal law and to keep current of all changes to the prevailing wage rates.

Wage determinations are issued periodically by the U.S. Department of Labor and can be viewed on the Internet at:

<http://www.access.gpo.gov/davisbacon/hi.html>

THE RCUH WILL NOT CONSIDER CHANGES TO THE MINIMUM WAGES AS A BASIS FOR AN INCREASE IN CONTRACT PRICE.

TAX LIABILITY

Both out-of-state and Hawai'i bidders are advised that the amount bid on this solicitation is subject to the general excise tax imposed by Chapter 237, Hawai'i Revised Statutes (HRS) and, if tangible property is being imported into the State of Hawai'i for resale, the use tax (currently 1/2%) imposed by Chapter 238, HRS. (Refer to TAXES in the GENERAL PROVISIONS.) Bidders are therefore cautioned to consider such taxes in formulating their bids since no adjustments to the prices bid shall be allowed.

In the event that the undersigned is awarded this contract and its remittance address differs from the address shown on page BID - 9, please indicate remittance address below:

Street Address or P. O. Box

City State Zip Code

LISTING OF JOINT CONTRACTOR AND/OR SUBCONTRACTORS

(Page 1 of 2)

The following information shall be submitted on this form by each bidder as a bid requirement.

It is the sole responsibility of the bidder to review the requirements of this project and determine the appropriate specialty Contractor's licenses that are required to complete the project.

Each bidder shall include the name, license number and classification code of each person or firm to be engaged by the bidder as a joint contractor or subcontractor(s) for performance of this contract. Failure to provide correct names and active license numbers as registered with the Contractor's License Board may be grounds for rejection of the bid submitted. The bid shall also indicate the nature and scope of work to be performed by such joint contractor or subcontractor(s).

The bidder acknowledges that as a general contractor ('A' or 'B' license) the bidder is prohibited from undertaking any work solely or as part of a larger project, which would require the bidder ('A' or 'B' general contractor) to act as a specialty ('C' license) contractor in any area in which the bidder ('A' or 'B' general Contractor) has no specialty Contractor's license. The bidder ('A' or 'B' general Contractor) must have the appropriate 'C' specialty Contractor's licenses either obtained on its own, or obtained automatically under the rules and regulations of the Contractor's License Board, Department of Commerce and Consumer Affairs. **In the event a joint contractor or subcontractor is not to be used for specialty work and the specialty work will instead be performed using its own forces, the bidder shall so indicate on this form.** This list shall not be changed or altered without the written consent of the Procurement Officer.

All bids which do not comply with this requirement may be rejected.

Name of Joint Contractor and/or Subcontractor (s) (specify which)	*License Number and Classification Code	Nature and Scope of Work

Certification Required on Page 2 of this form

REQUIRED INFORMATION ON PERFORMANCE AND PAYMENT BONDS
FOR CONTRACTS EXCEEDING \$25,000

In the event the bidder is awarded the contract for this IFB, it shall provide the following information relating to the Surety's **local** Attorney-in-Fact:

Name:

Company:

Address:

Telephone:

Facsimile:

**FAILURE TO PROVIDE THE FOREGOING INFORMATION WITH ONE'S BID SUBMITTAL
MAY BE GROUNDS FOR DISQUALIFICATION.**

NOTE:

In the event the bidder intends on submitting Performance and Payment Bonds issued by a Surety located outside the State of Hawai'i (but which is authorized to transact business as a Surety in this State), such contract securities shall:

1. Be signed and/or countersigned by the Surety's local General Agent;
2. Identify an individual in the State of Hawai'i who is given full authority to act as Power of Attorney for the Surety; and
3. Have all countersignatures acknowledged by a Notary Public in the State of Hawai'i.

Bid Security made payable to the Research Corporation of the University of Hawai'i must accompany the bid, if the total amount of the item(s) bid is \$25,000 or more. (See GENERAL PROVISION 8, BID SECURITY, for acceptable forms of Bid Security.)

IF BY INDIVIDUAL:

Signature:	Print Name:
Social Security #:	DBA:
Federal Taxpayer ID #:	Address:
Telephone:	Fax Number:

IF BY PARTNERSHIP:

Official/Legal Name of Firm:	Federal Taxpayer ID #:
Partner Signature:	Print Name:
Address:	Telephone:
	Facsimile:

IF BY CORPORATION:

Official/Legal Name of Company:	Federal Taxpayer ID#:
*Officer Signature:	Print Name/Title:
Address:	Telephone:
	Facsimile:

Seal of Corporation

IF LICENSED OR INCORPORATED TO DO BUSINESS WITHIN THE STATE OF HAWAI'I AND SUBJECT TO THE PROVISIONS OF THE HAWAI'I GENERAL EXCISE TAX LAWS, INDICATE GENERAL EXCISE TAX LICENSE NUMBER _____.

*Please attach to this page evidence of the authority of this officer to submit a bid on behalf of the corporation, giving also, the names and addresses of the **other officers**.

NOTE: FILL IN ALL BLANK SPACES WITH INFORMATION ASKED FOR OR BID MAY BE INVALIDATED.

SURETY BID BOND

Bond No.

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as Offeror, hereinafter called the Principal, and _____, as Surety, hereinafter called Surety, a corporation authorized to transact business as a Surety in the State of Hawai'i, are held and firmly bound unto the Research Corporation of the University of Hawai'i, as Owner, in the penal sum of

_____ (\$_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS:

The Principal has submitted an offer for

_____.

NOW, THEREFORE:

The condition of this obligation is such that if the Research Corporation of the University of Hawai'i shall reject said offer, or in the alternate, accept the offer of the Principal and the Principal shall enter into a Contract with the Research Corporation of the University of Hawai'i in accordance with the terms of such offer, and give such bond or bonds as may be specified in the solicitation or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof as specified in the solicitation then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed this _____ day of _____, _____.

(Principal)

By
Its

(Surety)

By
Its Attorney-in-Fact

CERTIFICATION FOR TAX CLEARANCE

RE: INVITATION FOR BID (IFB) No UHM-000-010-14: PS2 Dome Renovation: Phase 4

I certify that I have submitted a State and IRS tax clearance application (DOTAX Form A-6) by mail on _____, and have not received an original or certified copy at the time I submitted this offer.

Upon receipt of a tax clearance, I will immediately send an original or certified copy by mail to:

UHM-000-010-14
Facilities Management Office
University of Hawaii at Manoa
Portable Building, Room A5
2002 East-West Road
Honolulu, HI 96822

Signature (Original):
Printed Name:
Title:
Company Name:
Date:

PERFORMANCE BOND (SURETY)

KNOW ALL MEN BY THESE PRESENTS:

That _____
_____ as Principal, (hereinafter referred to as “Principal”), and
_____, as Surety, (hereinafter referred to
as “Surety”), a corporation(s) authorized to transact business as Surety in the State of Hawaii, are held
and firmly bound unto the Research Corporation of the University of Hawaii, its successors and assigns,
(hereinafter referred to as “Obligee”), in the amount of _____

_____ DOLLARS (\$ _____), to which payment Principal and
Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and
severally, firmly by these presents.

WHEREAS, the above-bound Principal has entered into a Contract with Obligee dated
_____ for Contract No. _____

_____ hereinafter referred to as the
“Contract”), which Contract is incorporated herein by reference and made a part hereof.

NOWHEREFORE, the condition of this obligation is such that:

If the Principal shall promptly and faithfully perform, and fully complete the Contact in strict
accordance with the terms of the Contract as said Contract may be modified or amended from time to
time; then this obligation shall be void; otherwise to remain in full force and effect.

Surety to this Bond hereby stipulates and agrees that no changes, extensions of time, alterations, or additional to the terms of the Contract, including the work to be performed thereunder, and the specifications or drawings accompanying same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, extensions of time, alterations, or additions, and agrees that they shall become part of the Contract.

In the event of Default by the Principal, of the obligations under the Contract, then after written Notice of Default from the Obligee to the Surety and the Principal, surety shall either remedy the Default or take over the work to be performed under the Contract and complete such work, subject, however, to the limitation of the penal sum of this bond.

Signed and sealed this _____ day of _____, 20____.

Principal _____

(Seal)

By Its _____

By Its _____

Surety _____

(Seal)

By Its _____

By Its _____

ALL SIGNATURES MUST BY ACKNOWLEDGED BY A NOTARY PUBLIC

SURETY ACKNOWLEDGEMENT:

STATE OF _____)

:SS

_____ COUNTY OF _____)

On this _____ day of _____, 20____, before me personally
came _____ and _____ to me

known, who, being by me duly sworn, did depose and say that _____

_____ resides in _____; that

_____ is the Attorney-in Fact of _____

_____ the corporation described in and which executed the attached instrument; that

_____ knows corporate seal of

the said corporation; that the seal affixed to the said instrument is such corporate seal; and that it was so

affixed by order of the Board of Directors of the said corporation; and that

_____ signed _____

_____ name thereto by like order.

(Notary Seal)

Notary Public

State of _____

My commission expires: _____

LABOR AND MATERIAL PAYMENT BOND (SURETY)

KNOW ALL MEN BY THESE PRESENTS:

That _____
_____ as Principal, (hereinafter referred to as “Principal”), and
_____, as Surety, (hereinafter referred to
as “Surety”), a corporation(s) authorized to transact business as a Surety in the State of Hawaii, are held
and firmly bound unto the Research Corporation of the University of Hawaii, its successors and assigns,
(hereinafter referred to as “Obligee”), in the amount of _____

_____ DOLLAR (\$ _____), to which payment Principal
and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and
severally, firmly by these presents.

WHEREAS, the above-bound Principal has entered into a Contract with Obligee dated
_____ for Contract No. _____

_____ herein-after referred to as
“Contract”, which Contract is incorporated herein by reference and made a part hereof.

NOW THEREFORE, the condition of this obligation is such that if the Principal shall promptly
make payment to any Claimant, as hereinafter defined, for all labor and materials supplied to the
Principal for use in the performance of this Contract, then this obligation shall be void; otherwise to
remain in full force and effect.

1. Surety to this Bond hereby stipulates and agrees that no changes, extensions of time, alterations, or additional to the terms of the Contract, including the work to be performed thereunder, and the specifications or drawings accompanying same, shall in any way affect its obligation on this bond, and it doest hereby waive notice of any such changes, extensions of time, alterations, or additions, and agrees that they shall become part of the Contract.

2. A "Claimant" shall be defined herein as any person who has furnished labor or materials to the Principal for the work provided in the Contract.

As provided in Section 103D-324 Hawaii Revised Statutes, every Claimant who has not been paid in full before the expiration of a period of ninety days after the day on which the last of the labor was done or performed or material was furnished or supplied, for which such a claim is made, may institute any action against the Principal or the Principal and its Surety, on this bond and have their rights and claims adjudicated in the action, and judgment rendered thereon; subject to the Obligee's priority on the bond. If the full amount of the liability of the Surety on the bond is insufficient to pay the full amount of the claims, then after paying the full amount due to the Obligee, the remainder shall be distributed pro rata among the claimants.

Signed and sealed this _____ day of _____, 20_____.

Principal _____

(Seal)

By its _____

By its _____

Surety _____

(Seal)

By its _____

By its _____

ALL SIGNATURES MUST BE ACKNOWLEDGED BY A NOTARY PUBLIC

SURETY ACKNOWLEDGEMENT:

STATE OF _____)

:SS

_____ COUNTY OF _____)

On this _____ day of _____, 20____, before me personally
came _____ and _____ to me

known, who, being by me duly sworn, did depose and say that _____

_____ resides in _____; that

_____ is the Attorney-in Fact of _____

_____ the corporation described in and which executed the attached instrument; that

_____ knows corporate seal of

the said corporation; that the seal affixed to the said instrument is such corporate seal; and that it was so

affixed by order of the Board of Directors of the said corporation; and that

_____ signed _____

_____ name thereto by like order.

(Notary Seal)

Notary Public
State of _____

My commission expires: _____