

SPECIFICATIONS

Of labor and materials to be used in the erection and completion of _____

OWNER'S NAME

Tax Key: _____
Lot #: _____

GENERAL CONDITIONS

THE CONTRACT: It is intended that the plans and specifications, together with the Construction Contract and any supplemental instruments, which are identified by the signatures of the OWNER and the CONTRACTOR, shall comprise the Contract. Said documents are complementary and whatever is specified in any one document shall be biding as if specified in all.

Preference shall be given to figured dimensions on the drawings rather than to scale measurements, but where no figures are given, scale measurements shall be followed as closely as possible.

All bidders shall, before bidding, visit the site and familiarize themselves with the existing conditions and the nature of the work, and the successful bidder will be held to have examined the site, and no extra compensation will be made by reason of any misunderstanding or error on his part as regards the site and conditions thereof.

The OWNER reserves the right to reject any and/or all bids.

The contract shall be deemed complete upon the acceptance of the keys by the OWNER or upon the OWNER or those claiming under tile OWNER moving into the premises, or upon publication notice of completion, whichever of said events first occurs. All money due under the contract shall be due and payable at that time, including any money on deposit to the credit of the OWNER in any lending institution secured by said improvements and/or lands, leasehold, etc. upon which the same is situated, the OWNER hereby giving irrevocable authority to the CONTRACTOR to collect the same upon such final acceptance.

MATERIALS: No substitutes shall be permitted except upon the specific written approval of the Lumber Department of Honsador Lumber Corporation, and the OWNER.

ROYALTIES AND PATENT RIGHTS: The CONTRACTOR shall pay all royalties and shall be solely responsible for any infringement of patent rights.

SUPERINTENDENCE AND FOREMAN ON WORK: The CONTRACTOR and Subcontractors shall have at the job site a competent foreman who shall have full authority to act for the CONTRACTOR and to receive and execute instructions from the OWNER or the Lumber Department of Honsador in all matters relating to the work.

DEFECTIVE WORK: Any work not done in accordance with the requirements of the contract shall be corrected to conform to these requirements at the CONTRACTOR'S expense. Any defect in materials or workmanship which may appear during the period of construction or within one (1) year after completion of the work, as the same shall be determined defective by Honsador, shall be replaced or corrected by the CONTRACTOR at no cost to the OWNER. THE PUBLISHING OF NOTICE OF COMPLETION OF THE CONTRACT, OR ANY PAYMENT, WHETHER PARTIAL OR FINAL, SHALL IN NO EVENT SHALL BE CONSTRUED TO BE AN ACCEPTANCE OR WAIVER OF DEFECTIVE WORK OR IMPROPER MATERIALS.

Honsador may, at any time, by order given in writing, stop any work not being done according to plans and specifications, and any order so given shall not in any way relieve the CONTRACTOR from completing his contract and shall not in any way cancel or abrogate the contract or any part thereof; and Honsador shall not be responsible for the delay due to stopping the work as aforesaid.

EXCEPTIONS: Shrinkage, warping and squeaking due to termite treatment of lumber, termite damages, temperature cracks in masonry and other defects due to natural or uncontrollable causes shall not be considered defective work and the CONTRACTOR shall not be responsible for such defects.

SUBCONTRACTORS: The OWNER reserves the right to subcontract any portion of the work in connection with this contract and the CONTRACTOR shall offer every reasonable facility to such other Subcontractors to help them in the performance of their work. Neither the CONTRACTOR nor Honsador shall be responsible for the work of Subcontractors selected by the OWNER.

PROTECTION OF WORK AND PROPERTY: The CONTRACTOR shall take all reasonable precautions and install all necessary safeguards to protect all parts of the work, including reasonable precautions to protect against theft of materials. He shall protect all trees and shrubbery on the property except those that must be removed for the erection of the structure. The CONTRACTOR shall protect the work, adjacent property, the public, and shall be responsible for all property damages of personal injuries arising from the prosecution of the work.

The OWNER shall maintain insurance against loss (includes theft of materials, vandalism, etc.) or damage by fire when material is delivered on the building site and during the progress of the work, to cover all work incorporated in the bonding and all materials in or about the premises and said insurance to be made payable to the OWNER and CONTRACTOR as their interests may appear.

The CONTRACTOR shall at all times keep the premises free from accumulations of waste material or rubbish and upon the completion of the work, he shall clean up the premises and remove all material and debris resulting from his work.

WORK OUTSIDE OF CONTRACT: The OWNER shall be responsible for the work and materials supplied or installed by him or subcontractors employed by him; which work is not part of this contract. Any delay, damage, or interference with the prosecution of work under this contract which is occasioned by the execution of work outlined above shall also be the responsibility of the OWNER. The OWNER will not remove or damage nor cause to have removed or damage any work installed in the building during construction under this contract without written authority of the CONTRACTOR and approval of Honsador.

STRUCTURAL ENGINEER OR ARCHITECT'S APPROVAL FEES:

All commercial buildings, one-story residences over \$50,000.00 valuation and two-story residences over \$45,000.00 valuation shall have (lie seal of approval of a registered Structural Engineer or Architect as called for by the Building Code of the County of Hawaii arid the cost of this service shall be borne by the OWNER. For any changes specified by the Architect or Structural Engineer, above and beyond that called for in the plans and specifications, the CONTRACTOR shall be allowed to add to his hid price covering these changes.

BOND

RESIDENTIAL JOBS:

The CONTRACTOR shall obtain a Material Supply house Bond for the full amount or for 100% of the contract price, whichever is required by the lending agency on this job, covering the faithful performance of the contract and the payment of obligation arising thereunder,

NON-RESIDENTIAL JOBS:

In the case of non-residential jobs, it shall be the responsibility of the CONTRACTOR to obtain a Performance Bond in accordance with the OWNER'S requirements and the CONTRACTOR shall include in his bid all cost for such bond.

INSURANCE:

The CONTRACTOR shall maintain such insurance as will cover all persons employed by CONTRACTOR or Sub-Contractors as required by Hawaii State law and such added insurance as will hold the OWNER blameless from any and all damage suits resulting from the carrying out of this contract. The OWNER will carry fire insurance including extended coverage and any other insurance OWNER may deem necessary for the protection of OWNER'S interest.

PERMITS AND INSPECTIONS:

The CONTRACTOR shall provide the Board of Health, FHA and/or any other authorities required notices relating to work contemplated, and obtain permits and inspections and pay for any fees connected with same.

SUPERVISION:

The CONTRACTOR shall provide his/her personal supervision for all work and shall be held responsible for all work done under this contract. He/She shall keep a competent foreman on (lie site at all times arid shall provide all labor, transportation, materials, scaffolding, tools, utensils, etc., necessary for the completion of the work shown, described or implied by the plans and specifications and contract documents.

The CONTRACTOR shall be responsible for any injuries or damages to persons or property on the premises or on property in the vicinity when such injuries or damages are a direct result of his/her operations. The CONTRACTOR shall protect his work and materials from all damages by the elements.

DISPUTE:

Disputes as to removal or replacement of work arid as to damages for alleged defective materials or workmanship or deviations from the plans and specifications, etc., and as to alleged extras, and other disputes arising out of the contract, plans or specifications, shall be decided by a third party selected by both the CONTRACTOR and the OWNER, or if they cannot agree, then by three disinterested arbitrators, one selected by the OWNER, one by the CONTRACTOR and the third by the two thus chosen, all expenses incident thereto to be shared equally between the CONTRACTOR and the OWNER. The arbitrator or arbitrators shall have full power to inquire into and determine all claims advanced by either party 011(1 his or (heir award shall be final and binding with no farther appeal to either party.

SUB-CONTRACTORS:

Sub-Contractors shall be selected by the CONTRACTOR subject to approval by the OWNER. The CONTRACTOR shall be responsible for all work done by the Sub-Contractors and no changes of Sub-Contractors shall be made after the signing of the contract unless such change is agreed to in writing. It is hereby recognized that no contractual relations exist between the OWNER and any Sub-Contractor employed by the CONTRACTOR on his/her work.

REPAIRS AND REPLACEMENTS:

The CONTRACTOR shall repair or replace any broken, damaged or injured work or material that may have been damaged between the time of executing such work and the acceptance of the building by the OWNER.

EXTRA WORK AND CHANGES:

All extra work shall be recorded and the price agreed to in WRITING, signed by the OWNER and CONTRACTOR at the time of instruction to do such work. The CONTRACTOR shall not proceed with any changes in the work until signatures are obtained. Any extra work entered into without a written agreement will be solely at both parties' own risk.

WORK AND MATERIALS:

Workmanship and materials shall comply in every respect with the rules, ordinances and codes of the County of Hawaii.

SUBSTITUTIONS:

When materials specified are not obtainable, substitutions or omissions may be approved, in WRITING, by the OWNER and the CONTRACTOR in the interest in the progress of the work.

DEFECTIVE WORK:

If, for any cause, any portion of this work be defective or not done in accordance with the plans and specifications, or done without the approval of the OWNER, the CONTRACTOR shall, at his/her own expense, remove and properly rebuild such portions.

SITE CONDITIONS

The CONTRACTOR and Sub-Contractor shall visit the site of construction and familiarize themselves with the existing conditions, grades and nature of the work. No additional compensation will be paid by reason of any misunderstanding or mistake on their part as regards to the site and conditions thereof.

STARTING WORK:

The OWNER shall furnish the CONTRACTOR with proper surveyed property corner pins and if not available, arrange to have a licensed surveyor stake out the property.

The CONTRACTOR shall consult with the OWNER the proper location of the structure and also verify all property line, grades and dimensions shown on the plans or surveys and shall be held responsible for the correctness of setting out the work.

LOT PREPARATION:

| | YES: | NO: |
|-----------------------------------|-------|-------|
| Include In Contract | _____ | _____ |
| Clearing the lot (Rough Scraping) | _____ | _____ |
| Grading/Fill | _____ | _____ |

TERMITE TREATMENT

| | YES: | NO: |
|---|-------|-------|
| Included In Contract | _____ | _____ |
| Ground Treatment | _____ | _____ |
| Framing Material will be Pressure Treated | _____ | _____ |

It is the CONTRACTOR'S responsibility to notify _____ to obtain necessary information to qualify for the 20 year/.\$5,000.00 limited warranty. CONTRACTOR shall include in his/her bid all cost for such warranty.

Is Limited Warranty required YES: _____ NO: _____

DRIVEWAY AND APPROACH:

As per plan, unless otherwise Specified.

Driveway shall be of _____

Approach shall be of _____

SEWER CONNECTION:

Sewer shall be connected to cesspool system or County sewer system as shown on plot plan.

| Included as per plans: | YES: | NO: |
|------------------------|-------|-------|
| County Sewer | _____ | _____ |
| Cesspool | _____ | _____ |
| Septic System | _____ | _____ |

FOUNDATION OF FOOTINGS:

As shown on plans, unless otherwise specified

WATERPROOFING:

| | YES: | NO: |
|----------------------|-------|-------|
| Included In Contract | _____ | _____ |

All foundation walls or retaining walls constructed below grade which form part of the walls of usable area of the building, shall be waterproofed with two (2) coats of an approved water-proofing compound

HOLLOW TILE:

Hollow tile blocks shall be as manufactured locally of shapes and dimensions shown. Mortar and grout shall be in accordance with Uniform Building Code Requirements. Reinforcing shall be placed vertically (#4 bars) at 45" o.c., at corners and openings. All cells containing rebars shall be grouted solid. All exposed joints shall be rodded.

SHEET METAL PROTECTION:

As shown on plans, unless otherwise specified.

All sheet metal and metal frame work shall be prime coated with one coat Galvanized Iron Primer before installation.

CARPENTRY AND MILLWORK

LUMBER:

All framing lumber, unless otherwise specified, shall be Standard or #2 and Better Grade Douglas Fir free from all structural defects

which may impair its strength and durability, as defined by the Western Lumber Grading Rule Book.

Install one (1) layer felt between all concrete or masonry work and lumber.

FRAMING:

Framing lumber shall be of the following sizes and grades:

Foundation Posts: _____

Post Braces: _____

Floor Joists: _____

Plates: _____

Cell lug Joists: _____

Rafters: _____

Girders: _____

Roof framing shall be an engineered roof truss system. Areas not using engineered trusses shall be per plan. End of floor shall be carried to outer edge of girders and shall be blocked with solid 2x material between joists.

ROOF:

Purlins: _____

Field Sheathings: _____

Eave Sheathings: _____

Underlayment: _____

Roofing Material: _____

VENTILATORS:

Eave and gable vents shall be installed as shown on plans.

EXTERIOR TRIM:

Shall be type and size as shown on plan.

INTERIOR TRIM:

As shown on plan.

SHELVING:

All casework and shelving shall be per plans and of Ponderosa Pine, Douglas Fir Clr S4S, particle board, "Closet Maid", or equal.

WINDOWS:

Windows shall be of type and size as shown on plans, unless otherwise specified.

PARTITIONS:

Closet and window opening finish: Metal corners _____ Wood trim _____

Finish on gypsum board: Texture _____ Smooth _____

CEILINGS:

Finish on gypsum board: Texture _____ Smooth _____

FLOORS:

Plywood floor MUST be glued and nailed.

ACCESS DOOR:

Access to area under building shall be located where shown or where directed, approximately 30" wide, made of matching material or vicinity.

DOORS

Doors shall be size and style as per plan, installed by the CONTRACTOR complete with hardware.

CLOSETS:

As per plan

SCUTTLE:

CONTRACTOR shall install 2'x 2' scuttle at a location shown on plan, or as directed by OWNER.

KITCHEN CABINETS:

Layout as per plan. YES: _____ NO: _____

Included in Contract _____

Type - Wood Box _____ Particle Board Box _____

Manufacturer _____

Model _____

Kitchen Countertop Style _____ Kitchen Countertop Allowance _____

Kitchen Cabinet Allowance _____

BATHROOM CABINETS:

Layout as per plan. YES: _____ NO: _____

Included in Contract _____

Type - Wood Box _____ Particle Board Box _____

Manufacturer _____

Model _____

Bathroom Countertop Style _____ Bathroom Countertop Allowance _____

Bathroom Cabinet Allowance _____

HARDWARE

ROUGH HARDWARE:

CONTRACTOR shall furnish all construction hardware. All nails shall be hot dip galvanized and of sizes according to local standard practices.

FINISH HARDWARE:

As per plan.

OWNER to select finish hardware styles unless otherwise specified.

Allowance for finish hardware \$ _____

PLUMBING

GENERAL CONDITIONS:

All plumbing shall be done in accordance with the rules and regulations of the Board of Health and the Uniform Code with amendment.

All fixtures shall be installed in the locations shown on the plan and shall be properly trapped and vented. Vents shall be flashed with sheet lead crimped over the tops of the stacks, or other water-proofing materials as specified in the Uniform Plumbing Code and its amendments.

All fixtures shall be connected to the supply piping and house sewer.

FINISH PLUMBING:

OWNER to select finish plumbing styles unless otherwise specified.

Allowance for finish plumbing \$ _____

PLUMBING ROUGH-IN:

All Piping under concrete slab shall be Type K or Type L, 1/2" hard copper tubing

All supply piping for hot and cold water system shall be 1/4" diameter except risers which may be 1/2" diameter and shall be in accordance with the Uniform Building Code.

Building drains, soil pipes, waste pipes, sewers and vents shall be in accordance with the Uniform Plumbing Code.

HOT WATER SYSTEM:

CONTRACTOR shall install water heater in location shown on plan and connect to hot water system for bathtub and / or shower, lavatories, kitchen sink, laundry tray and washer hookup. CONTRACTOR shall install regulating valve and relief valve on heater line.

WATER:

It shall be the responsibility of the OWNER to make all arrangements for bringing city water into the site, and he shall be responsible for the cost of installing the water meter.

HOSE BIBS:

CONTRACTOR shall install a minimum of two (2) Hose Bibs at opposite corners of building or as shown on plans.

CONTRACTOR shall install separate outlets and hot and cold water intake for washer, dryer and laundry tray as required, or as shown on plans.

ELECTRICAL WORK

GENERAL CONDITIONS:

The entire building is to be wired in strict accordance with the latest rules and regulations of the National Electric Code, the National Board of Fire Underwriters and the Electric Code of the County of Hawaii.

WIRING:

The Building shall be wired with a concealed system by the CONTRACTOR. It shall be a complete electrical system in all respects, plugs, switches, plates, etc., and shall be left in working conditions at completion of the building.

UNDERGROUND WIRING:

Costs of all underground wiring done by the local utility company shall be borne by the OWNER.

OUTLETS:

All electrical outlets shall be grounded and all exterior outlets shall be waterproof type as shown on the drawings.

ELECTRICAL SERVICE:

Service Lines _____ Overhead _____ Underground _____

CONTRACTOR shall make all arrangements and payments for bringing the power line to the meter location of the building from corner of lot. Distribution panel shall be enclosed in an approved box and shall be of the "No-Fuse" circuit breaker type.

Circuit Panel _____ Amps _____ Circuits _____

CONTRACTOR shall install 220-V system for range, oven, dryer and water heater, located as shown on plan.

ELECTRICAL FINISH FIXTURES:

OWNER to select finish electrical fixtures styles unless otherwise specified.

Allowance for electrical finish fixtures \$ _____

PAINTING

GENERAL CONDITIONS:

No paint or finish of any sort shall be applied until the surface is in perfect condition to receive it. Materials shall be brought to the job in their original unopened containers. All materials shall be mixed and applied according to the manufacturer's directions and specifications and shall not be diluted in any way

All oil or paint saturated rags shall be gathered and removed from the building each night.

PAINTING:

Included In Contract Yes: _____ No: _____

Allowance for painting Materials \$ _____ Labor \$ _____

COLOR SELECTION:

Colors and areas to be painted will be selected by OWNER.

FLOOR COVERING:

| | YES: | NO: | |
|--|-------|----------------|----------------|
| Included In Contract | _____ | _____ | |
| Sheet Vinyl | _____ | _____ | Location _____ |
| Vinyl Tile | _____ | _____ | Location _____ |
| Ceramic Tile | _____ | _____ | Location _____ |
| Carpet | _____ | _____ | Location _____ |
| Hardwood | _____ | _____ | Location _____ |
| _____ | _____ | _____ | Location _____ |
| Other _____ | _____ | _____ | |
| Allowance for Floor Covering - Material \$ _____ | | Labor \$ _____ | |

APPLIANCES:

OWNER to select appliance types and styles unless otherwise specified.

| | YES: | NO: | MODEL NO. IF APPLICABLE |
|-----------------------------------|-------|-------|-------------------------|
| Appliances included in contract | _____ | _____ | _____ |
| Range | _____ | _____ | _____ |
| Range Hood | _____ | _____ | _____ |
| Refrigerator | _____ | _____ | _____ |
| Freezer | _____ | _____ | _____ |
| Washer | _____ | _____ | _____ |
| Dryer | _____ | _____ | _____ |
| Water heater | _____ | _____ | _____ |
| Disposal | _____ | _____ | _____ |
| Other _____ | _____ | _____ | _____ |
| Allowance for appliances \$ _____ | | | |

CONTRACTOR to supply and install all venting required for proper appliance operation.

ADDITIONAL ITEMS

CLEANING:

CONTRACTOR shall leave building broom clean and shall remove all paint spots, etc., from glass, hardware, fixtures and floor at the completion of the job. All scrap lumber, debris and shavings shall be removed from the site.

ALLOWANCES:

The allowances shall be adjusted after the completion of the job at the CONTRACTORS invoice price and shall not include any mark-up except for applicable taxes. If the total cost exceeds the total amount of the allowances, the OWNER shall pay the difference. If the total cost is less than the allowance total, the CONTRACTOR shall make a refund to the OWNER for the difference. The CONTRACTOR should make sure to keep all invoices covering allowance purchases for possible later settlement with the OWNER.

FINAL ACCEPTANCE:

No work under this contract will be accepted until the building is fully completed to the OWNER'S satisfaction. It shall be understood that the OWNER occupying the building indicates the acceptance and completion of said construction, unless a mutual agreement is made with the CONTRACTOR prior to the OWNER'S occupancy. The CONTRACTOR shall advertise "Legal Notice of Completion" in the local newspaper. Notice of Completion must not be published in advance of the completion of the building.

MISCELLANEOUS ITEMS:

ALLOWANCES:

The CONTRACTOR shall include in the contract sum all allowances as shown below. When purchases exceed the allowances, the OWNER shall reimburse the difference to the CONTRACTOR. When the purchases are less than the allowances, the CONTRACTOR shall reimburse the difference to the OWNER, provided that in the final accounting on the contract a credit balance is owing to the OWNER. The OWNER shall select all items included under the allowances if not already specified in the plans.

| | <u>Allowance Amount</u> | <u>Material Only</u> | <u>Installation (Labor Only)</u> | <u>Installation (Labor and Materials)</u> |
|-----------------------|-----------------------------|--------------------------|--------------------------------------|---|
| Electrical Fixtures: | \$ _____ | _____ | _____ | _____ |
| Plumbing Fixtures: | \$ _____ | _____ | _____ | _____ |
| Finish Hardware: | \$ _____ | _____ | _____ | _____ |
| Appliances: | \$ _____ | _____ | _____ | _____ |
| Floor Covering: | | | | |
| a) Tile | \$ _____ | _____ | _____ | _____ |
| b) Vinyl | \$ _____ | _____ | _____ | _____ |
| c) Carpet | \$ _____ | _____ | _____ | _____ |
| d) Hardwood | \$ _____ | _____ | _____ | _____ |
| Cabinets: | \$ _____ | _____ | _____ | _____ |
| Countertops: | \$ _____ | _____ | _____ | _____ |
| Ceramic Tile: | \$ _____ | _____ | _____ | _____ |
| Excavation: | \$ _____ | _____ | _____ | _____ |
| Septic: | \$ _____ | _____ | _____ | _____ |
| Painting: | \$ _____ | _____ | _____ | _____ |
| Driveway: | \$ _____ | _____ | _____ | _____ |
| Doors: | \$ _____ | _____ | _____ | _____ |
| Windows: | \$ _____ | _____ | _____ | _____ |
| Mirrors/Tub Enclosure | \$ _____ | _____ | _____ | _____ |
| _____ | \$ _____ | _____ | _____ | _____ |
| _____ | \$ _____ | _____ | _____ | _____ |
| _____ | \$ _____ | _____ | _____ | _____ |
| TOTALS: | \$ _____ | _____ | _____ | _____ |

NOTE: ALLOWANCES MUST AGREE WITH SPECS AND BOND APPLICATION BREAKDOWN.

APPROVED:

Owner

Owner

Owner

Date

Contractor

Date