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STATE PROCUREMENT OFFICE
NOTICE OF AND REQUEST FOR EXEMPTION
FROM CHAPTER 103D, HRS

- 1. TO: Chief Procurement Officer
- 2. FROM: DAGS / Division of Public Works / Project Management Branch

Department/Division/Agency

Pursuant to §103D-102(b)(4), HRS, and Chapter 3-120, HAR, the Department requests a procurement exemption to purchase the following:

3. Description of goods, services or construction:
 DAGS Public Works will be procuring the construction of the elevator upgrades at the Honolulu District Court under project titled "Kauikeaouli Hale, Upgrade and Modernize Elevators, DAGS Job No. 22-21-7326. Estimated Project Cost is \$3.4M. New exhaust fans and ductwork to ventilate the elevator equipment rooms will be provided atop the existing roof level. To accommodate and support the installation of the new exhaust fans and ductwork, new penetrations through the existing roof deck and membrane, new concrete equipment curbs, new flashing curbs, new pitch pockets, etc. will need to be constructed.

The building was re-roofed by Leeward Roofing (subcontractor) several years ago under project titled "Kauikeaouli Hale, Reroof, DAGS Job No. 12-21-7167". The roof membrane system manufacturer is SOPREMA and has a 10-year roofing manufacturer's warranty beginning on June 10, 2009 and a Contractor's 2-year Bonded Project Warranty beginning from June 27, 2008.

Upon approval of this exemption request, the project specifications for the roofing will require 1) that the new roofing materials used match that of the existing roofing installation, 2) that the new roofing work be performed by Leeward Roofing, and 3) that the terms, conditions and expiration of the warranty for the new roofing work match that of the existing roofing system.

4. Name of Vendor: Leeward Roofing Address: 86-138 Kuwale Road I Waianae, Hawaii 96792	5. Price: \$15,000 (Estimate)
6. Term of Contract: From: July 2010 To: <u>June 29,</u> <u>July 2011</u> <i>dk</i>	7. Prior Exemption Ref. No. -0

8. Explanation describing how procurement by competitive means is either not practicable nor advantageous to the State: Work must be performed in a manner that will not void the current roofing warranties, which still has 9-years remaining. Leeward Roofing installed the existing SOPREMA roof membrane system and is required under their current warranty to provide periodic roof inspections on the 1st, 3rd, 5th and 10th-year anniversary of the Project Acceptance Date. Also, per the roof membrane manufacturer's representative, in order to maintain the current warranty, a) any work performed on the roofing system within 2-years from warranty start date of June 10, 2009 must be performed by Leeward Roofing, and b) any work performed on the roofing system after the 2-years from the warranty start date must be performed by one of their certified contractors.

9. Details of the process or procedures to be followed in selecting the vendor to ensure maximum fair and open competition as practicable:
 Not Applicable.

REQUEST FOR EXEMPTION FROM CHAPTER 103D, HRS (Cont.)

10. A description of the agency's internal controls and approval requirements for the exempted procurement:
Approval of the Public Works Administrator is required for award of the contract, upon recommendation of the Project Coordinator.

12. A list of agency personnel, by position, who will be involved in the approval process and administration of the contract:

Name	Position	Involvement in Process	
Ernest Lau	Public Works Administrator	<input checked="" type="checkbox"/> Approval	<input type="checkbox"/> Administration
Eric Nishimoto	Branch Chief	<input type="checkbox"/> Approval	<input checked="" type="checkbox"/> Administration
Gina Ichiyama	Section Head	<input type="checkbox"/> Approval	<input checked="" type="checkbox"/> Administration
Lloyd Maki	Project Coordinator	<input type="checkbox"/> Approval	<input checked="" type="checkbox"/> Administration
		<input type="checkbox"/> Approval	<input type="checkbox"/> Administration
		<input type="checkbox"/> Approval	<input type="checkbox"/> Administration

13. Direct inquiries to: Department: DAGS, Public Works Division, Project Mgmt. Branch
Contact Name: Lloyd Maki
Phone Number: (808) 586-0479
Fax Number: (808) 586-0530

Agency shall ensure adherence to applicable administrative and statutory requirements

14. *I certify that the information provided above is, to the best of my knowledge, true and correct.*



Department Head

3/2/10

Date

Reserved for SPO Use Only

15. Date Notice Posted 4/6/10

The Chief Procurement Officer is in the process of reviewing this request for exemption from Chapter 103D, HRS. Submit written objections to this notice to issue an exemption from Chapter 103D, HRS, within seven calendar days or as otherwise allowed from the above posted date to: Chief Procurement Officer
State Procurement Office
P.O. Box 119
Honolulu, Hawaii 96810-0119

REQUEST FOR EXEMPTION FROM CHAPTER 103D, HRS (Cont.)

Chief Procurement Officer's comments:

16.

APPROVED

DISAPPROVED

NO ACTION REQUIRED

Aans-Jay 4/14/2010
Chief Procurement Officer Date



Premium NDL Roof Warranty

No. 24484

Building: Kaulasouli Hale Re-Roof (Job #12-21-7167), 1111 Alakea, Honolulu, HI 96813
Owner: Department of Accounting & General Service, P.O. Box 118, Honolulu, HI 96810-0119
Area in Squares: 182 Membrana: 79-30A55 Membrane Flashing: 3248
Substantial Completion Date: 06.10.2009 Length of Warranty: Ten (10) Years
Authorized Roofer: Leeward Roofing & General Contracting, P.O. Box 886, Waianae, HI 96792

Soprema, inc. warrants to you, the "owner" identified above, that should a leak develop in your roof during the term of this warranty due either to the premature deterioration of the roof from exposure to normal weather conditions or defective workmanship by the installing contractor, then Soprema will provide you, at Soprema's expense and as your sole and exclusive remedy, with the labor and material necessary to return the defective area to a watertight condition. This warranty is made subject to the terms, conditions and limitations set forth in this document.

THE WARRANTY EXPRESSED IN THIS DOCUMENT SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

WARNING: This warranty is a forgery and is void unless it is printed on white linen paper with Soprema's registered trademark appearing in special ink in the lower right hand corner of this page.

This warranty includes all the terms, conditions and limitations set out above, below and on the reverse, as well as in any rider now or subsequently issued by Soprema. The riders issued at the time of issuance of this warranty, if any, are listed below. This warranty is not effective or binding against either party unless and until signed by both. The only agents of Soprema authorized to sign this warranty, or any riders hereto, are its President, General Manager and Treasurer.

AGREED TO BY:

Owner's Name: State of Hawaii, DAGS, Public Works Division
By: Ernest Y.W. Lau
Name: Ernest Y.W. Lau
Title: Public Works Administrator
Date: November 4, 2009

Soprema, inc.
By: Gilbert Lozano, General Manager
Date: 06.10.2009

Riders issued at time of this warranty: None

Claim Procedure

In the event a leak should occur in your roof during the term of this warranty, you must give written notice, preferably on Soprema's Warranty Claim Form, to Soprema's National Warranty Department within 30 days after the leak is discovered or in the exercise of reasonable care should have been discovered. Time is of the essence. The address of Soprema's National Warranty Department is: 310 Quadral Drive, Wadsworth, OH 44281-8871. It is not acceptable to give notice to the installing contractor and/or to any other department or office of Soprema unless written notice is also given to Soprema's National Warranty Department at the same time. For this purpose, notices given within three business days of each other will be considered to be at the same time.

Other details about Soprema's warranty claim procedure are accessible at http://www.soprema.us/roofing-warranties.html.

Roof Care and Maintenance Guide

A regular roof repair and maintenance program is fundamental to the satisfactory long-term performance of your newly installed roof. Through such a program, potential problems can be found in their early stages, hopefully resulting in the problem being prevented altogether. You agree to incorporate the following requirements into your roof care and maintenance program, which are also available at www.soprema.us/roofing-warranties.

A regular roof repair and maintenance program is fundamental to the satisfactory long-term performance of your newly installed roof. Through such a program, potential problems can be found in their early stages, hopefully resulting in the problem being prevented altogether. You agree to incorporate the following requirements into your roof care and maintenance program.

Roof Access: You agree to limit access to your roof to authorized personnel only, meaning those with a real need to be there. We suggest you maintain a log of all persons granted access to your roof. We also suggest that a sign similar to the following be posted at all roof hatches and other points of access to the roof. "All persons seeking access to this roof must first register in the log at our front desk."

Inspection: You agree to inspect the roof at least semi-annually, in the spring and fall. You also agree to inspect the roof after any severe winds or storms and after any event causing damage to your roof or building. Any roof defects must be promptly reported by you to Soprema and then corrected by an authorized roofer. You understand and agree that corrections or modifications to your roof made by anyone who is not an authorized roofer may, at Soprema's option, void your warranty.

Cleaning the Roof: A Soprema warranted roof must be cleaned on a regular basis and be kept free of debris such as branches, leaves, bottles, rocks, cans, soil or anything else that could plug drains or cause a puncture to the roofing membrane. All drains and scuppers, even though not covered by your warranty, should be checked to ensure they are not plugged and are free-flowing.

Roof Membrane and Base Flashing: All roofing and flashing surfaces must be carefully checked for any abnormal conditions such as, for example: (1) any signs of stress, such as diagonal wrinkles or blisters; (2) evidence of mechanical abuse, such as punctures, slits or cuts; (3) evidence of damage caused by chemicals, cleaning agents or other harmful substances dripped, spilled, discharged or blown onto the roof; or (4) wear due to foot traffic or other types of abuse.

Walls: Walls constructed of masonry and stucco are susceptible to wind blown water intrusion. You agree to periodically determine if additional water repellent or sealant is needed to maintain water tightness for these type walls. Water entering your building or the roof through walls will damage the roof and will not be covered by your warranty.

METAL COMPONENTS AND ROOFING ACCESSORIES: Gravel Stops: You agree to inspect the condition of all metal for evidence of rusting, loose metal, wind deformation and joint integrity. You

agree to note if the membrane appears to be stressed. You also agree to inspect the metal/membrane bond for voids or other possible conditions that could permit water infiltration.

Vent Pipes: You agree to check all metal parts for deterioration, any clamping rings to ensure they are tight, all sealant beads to ensure they shed water and are seated tight to the pipe, and any membrane flashing wrap for evidence of stresses, voids, or other possible conditions that could permit water infiltration.

Counter Flashing: You agree to inspect the condition of any metal for evidence of rusting, loose metal, wind deformation and joint integrity. You agree to check if the adhesion of surface mounted counter flashing is adequate so as to create a continuous compression seal for the caulking bead. Caulking is not covered by your warranty and may need to be periodically replaced by you. You will check the attachment of the metal coping cap onto the continuous clip for resistance to wind. You will also inspect any metal to membrane bond for voids or other possible conditions that could permit water infiltration.

Pitch Pans: You agree to inspect the condition of the metal for evidence of rusting, wind deformation and joint integrity. You will inspect the bond of the filler onto the penetration being flashed and determine the water tightness. You will make sure the pan is filled with filler so as to create a positive slope away from the penetration.

Drains: You will make sure that all drains and scuppers are free from clogs. You will check all drain bolts for tightness. You will inspect any metal to membrane bond for voids or other possible conditions that could permit water infiltration. You will clean debris from around strainers and secure drain strainers.

Roof Top Equipment: HVAC units, ductwork or other curb types will be inspected for evidence of rusting, wind deformation and joint integrity. You will inspect any metal to membrane bond for voids or possible points of water infiltration. Piping secured to a base or metal flange (dunnage) should continue to have protection material under the blocking. You will make sure that protection work pads are maintained in the work areas around the units.

Roof Repair Procedure: If leaks are discovered, and immediate attention is required, it is best to provide a temporary patch using Soprema SBS mastic or other compatible patching material commonly used in your particular part of the country until a permanent repair is made. Only an authorized roofer can make permanent service splices on Soprema warranted roofs.

Please Sign and Return to Corporate Office

