

STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS
HONOLULU, HAWAII

BID FORM, SPECIFICATIONS, CONTRACT AND BOND

FOR

LALAMILO HOUSING PHASE 2A, INCREMENT 1
(PART I)

AND

LALAMILO HOUSING PHASE 2A,
KAWAIHAE ROAD IMPROVEMENTS AT SOUTH KOHALA DISTRIBUTION ROAD
(PART II)

WAIMEA, SOUTH KOHALA, ISLAND OF HAWAII, HAWAII

IFB-12-HHL-008

TAX MAP KEY: 3-6-6-01:10&77

JANUARY 2012

APPROVED:


ALBERT "ALAPAKI" NAHALE-A, CHAIRMAN
HAWAIIAN HOMES COMMISSION

FEB 07 2012

DATE

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NOTICE TO BIDDERS
Department of Hawaiian Home Lands
Land Development Division
IFB NO.: IFB-12-HHL-008

SEALED BIDS for IFB No.: IFB-12-HHL-008, PART I, LALAMILO HOUSING PHASE 2A, INCREMENT 1, Waimea, South Kohala, Island of Hawaii, State of Hawaii (TMK 3-6-6-01:10&77); and PART II, LALAMILO HOUSING PHASE 2A, KAWAIHAE ROAD IMPROVEMENTS AT SOUTH KOHALA DISTRIBUTION ROAD, Waimea, South Kohala, Island of Hawaii, State of Hawaii, respectively, will be received by the Department of Hawaiian Home Lands (DHHL), Land Development Division, at Hale Kalanianaʻole, 91-5420 Kapolei Parkway, Kapolei, Hawaii 96707 until **2:00 p.m., Hawaii Standard Time (H.S.T.), March 26, 2012**, at which time all bids will be publicly opened and read aloud. Bids received after the time fixed for opening or delivered elsewhere other than specified herein, will not be considered.

Part I:

The Lalamilo Housing Phase 2A, Increment 1 project will construct a new 83 residential lot development. The project consists of mass grading 39.5 acres within the Lalamilo Phase 2A, Increment 1 project site to accommodate construction of roadways and appurtenant utility improvements (i.e. drainage, water, power, and communications). The work includes furnishing all labor, materials, equipment and other incidentals necessary for the completion of the project.

Part II:

The Lalamilo Housing Phase 2A, Kawaihae Road Improvements at South Kohala Distribution Road project will channelize and widen the existing Kawaihae Road at the Kawaihae Road/South Kohala Distribution Road intersection. The new section of Kawaihae Road will contain 3 new auxiliary lanes. The middle lane in the Kawaihae bound direction, entering the intersection, will be designated as an exclusive left-turn only lane (onto South Kohala Distribution Road) into the proposed Department of Hawaiian Home Lands (DHHL) Lalamilo 2A Subdivision. The middle lane in the Kawaihae bound direction, exiting the intersection, will be designated as a merge lane, in which drivers will enter Kawaihae Road from the South Kohala Distribution Road. The right lane in the Waimea (Kamuela) bound direction will be designated as an exclusive right turn lane onto South Kohala Distribution Road. The project consists of widening the existing roadway, restriping the new widened roadway and relocating affected traffic signs and utilities. The work includes furnishing all labor, materials, equipment and other incidentals necessary for the completion of the project.

To be eligible to submit a bid, the Bidder and/or his subcontractors must possess all required valid State of Hawaii licenses and specialty licenses needed to perform the work for this project. A surety bid bond will be required for this IFB.

This project is subject to Section 103D, Hawaii Revised Statutes, to the requirements for Equal Employment Opportunity, and to the payment of not less than the prevailing salaries and wages promulgated by the State of Hawaii, Department of Labor and Industrial Relations.

Bid documents may be examined at or obtained from DHHL at the Department of Hawaiian Home Lands Website: http://www.hawaiianhomelands.org/?page_id=623

There is no fee assessment to download the IFB documents from the DHHL Web site. **It is the responsibility of the Interested Bidders to check the Website for any addenda issued by DHHL.**

A mandatory PRE-BID CONFERENCE will be held at 11:00 a.m., H.S.T., on February 28, 2012, at the West Hawaii District Office at 64-756 Mamalahoa Highway, Kamuela, Hawaii, 96743, to answer any questions regarding the IFB requirements. A JOB-SITE VISIT will be held immediately following the pre-bid informational meeting. All potential interested bidders, offerors, subcontractors and union representatives are invited to attend. Attendance by potential interested bidders is mandatory. Persons needing special accommodations due to a disability may contact Jeffrey Fujimoto via facsimile at (808) 620-9299.

Written NOTICE OF INTENT TO BID is required and must be received by the DHHL, Land Development Division at 91-5420 Kapolei Parkway, Kapolei, Hawaii 96707, no later than 4:00 p.m., H.S.T, March 14, 2012. Submittal of Notice of Intent to Bid by facsimile at (808) 620-9299 is acceptable.

A properly executed and notarized STANDARD OF QUALIFICATION QUESTIONNAIRE FOR OFFERORS SPO-21 form ("Questionnaire"), must be submitted to the DHHL for evaluation no later than two (2) working days prior to the date advertised for the opening of bids, unless the bidder has previously filed a Questionnaire with the DHHL within the previous two years. The Questionnaire can be downloaded at the State Procurement Office website: <http://hawaii.gov/spo/notices>, under Forms for Vendors/Contractors.

Bids must comply with the requirements of the IFB. Bids that do not comply with the IFB may be subject to disqualification. DHHL reserves the right to amend the IFB by written addenda, to reject any and all bids or to waive any defects in said bids where DHHL deems it is in the best interest of the State.

Questions regarding this project may be directed in writing to Mr. Jeffrey Fujimoto, DHHL Land Development Division, P. O. Box 1879, Honolulu, HI 96805, via fax at (808) 620-9299, or by e-mail to Jeffrey.Y.Fujimoto@hawaii.gov.

DEPARTMENT OF HAWAIIAN HOME LANDS

Albert "Alapaki" Nahale-A, Chairman
Hawaiian Homes Commission

Posted on the internet at: <http://hawaii.gov/spo/notices>

NOTICE OF INTENT TO BID

Date: _____

Mr. Albert "Alapaki" Nahale-A, Chairman
Hawaiian Homes Commission
DEPARTMENT OF HAWAIIAN HOME LANDS
Hale Kalaniana'ole
91-5420 Kapolei Parkway
Kapolei, Hawaii 96707

Attention: Mr. Jeffrey Fujimoto, Land Development Division

Gentlemen:

In accordance with the provisions of Section 103D-310, Hawaii Revised Statutes and Hawaii Administrative Rules 3-122-111, it is the intent of the undersigned to bid on IFB-12-HHL-008, PART I, LALAMILO HOUSING PHASE 2A, INCREMENT 1, Waimea, South Kohala, Island of Hawaii, Hawaii and PART II, LALAMILO HOUSING PHASE 2A, KAWAIHAE ROAD IMPROVEMENTS AT SOUTH KOHALA DISTRIBUTION ROAD, Waimea, South Kohala, Island of Hawaii, Hawaii, for which bids will be opened on Monday, March 26, 2012.

_____ Name of Firm	_____ Contractor's License No.
_____ Address	_____ Hawaii General Excise Tax No.
_____ City, State and Zip Code	_____ Telephone No. / Facsimile No.
	_____ E-mail Address

Respectfully submitted,

Signature

Print Name and Title

Standard of Qualification Questionnaire for Offerors SPO-21 (check one):

- ☐ will be submitted under separate cover.
☐ had been previously submitted to DHHL for _____ (project name).

Date: _____

Gentlemen:

The Department of Hawaiian Home Lands acknowledges your Notice of Intent to Bid on IFB-11-HHL-005 this date.

Albert "Alapaki" Nahale-A, Chairman
Hawaiian Homes Commission

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. CPO 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 or ten per cent (10%) of the initial contract price, whichever increase is higher, must receive the prior approval of the CPO.
 - 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 11-205.5, 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.

e. 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.

Department of Hawaiian Home Lands
INTERIM GENERAL CONDITIONS
Dated August 16, 2005

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ARTICLE 1: DEFINITIONS AND ABBREVIATIONS

- 1.1 DEFINITIONS.** Whenever the following terms or pronouns are used in these Bidding and Execution of Contract Requirements, and General Conditions, or in any contract documents or instruments where these Bidding and Execution of Contract Requirements, and General Conditions govern, the intent and meaning shall be interpreted as follows:

ADDENDUM (*plural - Addenda*). A written or graphic document, including Drawings and Specifications, issued by the Chairman during the bidding period which modifies or interprets the bidding documents, by additions, deletions, clarifications or corrections, which shall be considered and made a part of the bid proposal and the contract.

ADDITION (*to the contract sum*). Amount added to the contract sum by Change Order.

ADMINISTRATIVE RULES. Hawaii Administrative Rules for Chapter 103-D of the Hawaii Revised Statutes.

ADVERTISEMENT. A public announcement inviting bids for work to be performed or materials to be furnished.

BAD WEATHER DAY. When weather or other conditions prevent a minimum of four hours of work with the Contractor's normal work force on controlling items of work at the site. (See excess bad weather day.)

BENEFICIAL OCCUPANCY. The point of project completion when the Department can use the constructed facility in whole or in part for its intended purpose even though substantial completion may not be achieved.

BID. See PROPOSAL.

BID SECURITY. The security furnished by the Bidder from which the Department may recover its damages in the event the Bidder breaches its promise to enter into a contract with the Department and fails to execute the required bonds covering the work contemplated, if its proposal is accepted.

BIDDER. Any individual, partnership, firm, corporation, joint venture, or other legal entity submitting, directly or through a duly authorized representative or agent, a proposal for the work contemplated.

BIDDING DOCUMENTS. The advertisement "Notice to Contractors", or invitation to bid, instructions to Bidders, proposal requirements, the bid form and the proposed Contract Documents including all addenda issued prior to receipt of Bids.

BULLETIN. A written notice to the Contractor requesting a price and / or time proposal for contemplated changes preparatory to the issuance of a field order or change order.

BY OR TO THE PROJECT MANAGER. To avoid cumbersome and confusing repetition of expressions in these General Conditions, it is provided that whenever the following words or words of like import are used, they shall be understood as if they were followed by the words "by the Project Manager" or "to the Project Manager", unless the context clearly indicates another meaning: contemplated, required, determined, directed, specified, authorized, ordered, given, designated, indicated, considered necessary, deemed necessary, permitted, reserved, suspended, established, approval, approved, disapproved,

acceptable, unacceptable, suitable, accepted, satisfactory, unsatisfactory, sufficient, insufficient, rejected or condemned.

CALENDAR DAY. Any day shown on the calendar beginning at midnight and ending at midnight the following day. If no designation of calendar or working day is made, “day” shall mean calendar day.

CHANGE ORDER. A written order signed by the Chairman that establishes the full payment and final settlement of all claims for direct, indirect and consequential costs, including costs of delays, and establishes any adjustments to contract time related to the work covered and affected by one or more field orders, or for change work done or agreed to be done without issuance of a separate field order. A change order signed by all the parties to the contract constitutes a supplemental agreement.

COMPLETION. See SUBSTANTIAL COMPLETION and FINAL COMPLETION.

CONSULTANT. A person, firm or corporation having a contract with the Department to furnish services with respect to the project.

CONTRACT. The written agreement between the Contractor and the Department by its Chairman, by which the Contractor is bound to furnish all labor, equipment, and materials and to perform the specified work within the contract time stipulated, and by which DHHL is obligated to compensate the Contractor therefor at the prices set forth therein. The contract shall include the Contract Documents, also any and all amendments, and change orders, which are required to complete the construction in an acceptable manner.

CONTRACT COMPLETION DATE. The calendar day on which all work on the project, required by the contract, must be completed. See CONTRACT TIME and FINAL COMPLETION.

CONTRACT DOCUMENTS. The Contract, Addenda (which pertain to the Contract Documents, Contractor’s Proposal (including Wage Schedule, List of Subcontractors and other documentation accompanying the Bid and any post bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the contract, the Notice to Proceed, the Bonds, these General Conditions, the SPECIAL CONDITIONS, the Specifications and the Drawings as the same are more specifically identified in the contract together with all written Amendments, Change Orders, Field Orders, any written order for minor changes in the work and Project Manager’s written interpretations and clarifications issued on or after the effective date of the contract.

CONTRACT PRICE. The amount designated on the face of the contract for the performance of work including allowances, if any.

CONTRACT TIME. The number of working or calendar days provided in the contract for completion of the contract, exclusive of authorized time extensions. The number of days shall begin running on the effective date in the Notice to Proceed. If in lieu of providing a number of working or calendar days, the contract requires completion by a certain date, the work shall be completed by that date.

CONTRACTOR. Any individual, partnership, firm, corporation, joint venture, or other legal entity undertaking the execution of the work under the terms of the contract with the State of Hawaii, and acting directly or through its agents, or employees.

DEPARTMENT. The Department of Hawaiian Home Lands (abbreviated DHHL).

DRAWINGS (or Plans). The contract drawings in graphic or pictorial form, which show the design, location, character, dimensions and details of the Work to be done and which shall be a part of the Contract Documents.

EQUAL OR APPROVED EQUAL. Whenever this term is used in the drawings or specifications, it shall be interpreted to mean a brand or article, prequalified in accordance with Section 6.3 SUBSTITUTION OF MATERIALS AND EQUIPMENT AFTER BID OPENING, that may be used in place of the one specified.

EXCESS BAD WEATHER DAY. A working day on which inclement weather prevents work on the contract and is beyond the average weather for the location of the project and the time of the year.

CHAIRMAN. The Chairman of the Hawaiian Homes Commission, Department of Hawaiian Home Lands.

FIELD ORDER. A written order issued by the Project Manager to the Contractor requiring the contract work to be performed in accordance with a change or changes in the work. A field order may (1) establish a price adjustment and/or time adjustment in an amount the Project Manager believes is reasonable for the change; or (2) may declare that the Project Manager does not intend to adjust contract time or price for the work; or (3) may request the Contractor to submit a proposal for an adjustment to the contract time and/or price by a certain date.

FINAL COMPLETION. The date set by the Chairman that all work required by the contract and any amendments or changes thereto is in full compliance with the contract.

FORCE ACCOUNT. Term used when Work is ordered to be done at the sole option of the Department and is to be billed for at cost of labor, materials and equipment, insurance(s), taxes, etc., plus a percentage for overhead and profit.

GUARANTEE. Legally enforceable assurance of the duration of satisfactory performance of quality of a product or Work.

HAZARDOUS MATERIALS. Any and all radioactive materials, asbestos, polychlorinated biphenyls, petroleum, crude oil, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, toxic substances or materials cited in Hazardous Material Laws. Abandoned motor vehicles or parts thereof are not hazardous material.

DHHL. Department of Hawaiian Home Lands.

HOLIDAYS. The days of each year which are set apart and established as State holidays pursuant to Chapter 8, Hawaii Revised Statutes.

INSPECTOR. The person assigned by the Department to make detailed inspections of contract performance and materials supplied for the work.

LAWS. All Federal, State, City and County Laws, ordinances, rules and regulations, and standard specifications, including any amendments thereto effective as of the date of the call for sealed bids.

LIQUIDATED DAMAGES. The amount prescribed in the Special Conditions, LIQUIDATED DAMAGES to be paid to the Department or to be deducted from any payments due or to become due the

Contractor for each working day or calendar day (as applicable) delay in completing the whole or any specified portion of the work beyond the Contract Time.

LETTER OF AWARD. A written notice from the Chairman to the successful Bidder(s) stating that the Department has accepted its proposal.

MAJOR UNIT PRICE ITEM. A unit price item which, when extended on its estimated quantities in the proposal form, exceeds five percent (5%) of the total base bid proposal less any allowance and contingent items included in the proposal.

NON-CONFORMING WORK. Work that does not meet the requirements of the Contract Documents.

NOTICE TO BIDDERS/CONTRACTORS. The advertisement for proposals for all work or materials on which bids are required. Such advertisement will indicate the location of the work to be done or the character of the material to be furnished and the time and place of the opening of proposals.

NOTICE TO PROCEED. A written notice from the Project Manager to the Contractor advising it of the date on which it is to begin the prosecution of the Work, which date shall also be the beginning of Contract Time.

POST CONTRACT DRAWINGS. Drawings issued after the award of the contract for the purpose of clarification and / or changes to the work indicated in the original drawings and which may be made a part of the contract.

PROJECT ACCEPTANCE DATE. The calendar day on which the Project Manager accepts the project as sufficiently completed in compliance with the contract so that the Department can occupy or utilize the Work for its intended use. See SUBSTANTIAL COMPLETION.

PROJECT CONTRACT LIMITS (or CONTRACT ZONE). The portion of the site as delineated on the drawings which define the Contractor's primary area of operation for the prosecution of the work. It does not define the exact limits of all construction that may be required under the contract.

PROJECT MANAGER. The Department's Contract Administrator as described in ARTICLE 5, CONTROL OF WORK.

PROJECT GUARANTEE. A guarantee issued by the Contractor to the Department. See GUARANTEE.

PROPOSAL (BID). The executed document submitted by a Bidder in the prescribed manner, in response to a request for proposals or invitation to Bid, to perform at the prices quoted, for the work specified under the contract, within the time prescribed for performance.

PROPOSAL FORM. The form prepared by the Department on which the written offer or formal bid for the work to be done is submitted by the Bidder. By submitting a bid on the proposal form, a Bidder adopts the language therein as its own.

PUNCHLIST. A list compiled by the Project Manager (or Contractor) stating work yet to be completed or corrected by the Contractor in order to substantially complete or finally complete the contract requirements.

QUESTIONNAIRE. The specified forms on which the Bidder shall furnish required information as to its ability to perform and finance the work.

SHOP DRAWINGS/SUBMITTALS. All drawings, diagrams illustrations, schedules and other data or information which are prepared or assembled by the Contractor and submitted by Contractor to illustrate some portion of the Work.

SPECIAL CONDITIONS. The specific clauses that supplements or modify the standard clauses of the GENERAL CONDITIONS setting forth conditions or requirements peculiar to the individual project under consideration, which are not thoroughly or satisfactorily covered, described or explained in these GENERAL CONDITIONS.

SPECIFICATIONS. That portion of the Contract Documents consisting of written descriptions for materials, equipment, construction systems, standards, workmanship, directions, provisions and requirements that pertain to the method and manner of performing the work and certain administrative requirements applicable thereto.

STATE. The State of Hawaii acting through its authorized representative.

SUBCONTRACT. Any written agreement between the Contractor and its subcontractors which contains the conditions under which the subcontractor is to perform a portion of the work for the Contractor.

SUBCONTRACTOR. An individual, partnership, firm, corporation, joint venture or other legal entity, as covered in Chapter 444, Hawaii Revised Statutes, which enters into an agreement with the Contractor to perform a portion of the work for the Contractor.

SUBSTANTIAL COMPLETION. The status of the project when the Contractor has completed all the work and (1) all utilities and services are connected and working; (2) all equipment is in acceptable working condition; (3) additional activity by the Contractor to correct punchlist items as described herein will not prevent or disrupt use of the work or the facility in which the work is located; and 4) the building, structure, improvement or facility can be used for its intended purpose.

SUPERINTENDENT. The employee of the Contractor, authorized to receive and fulfill instructions from the Project Manager, who is charged with the responsibility of all the Work.

SURETY. The qualified individual, firm or corporation other than the Contractor, which executes a bond with and for the Contractor to ensure its acceptable performance of the contract.

UNUSUALLY SEVERE WEATHER. Uncommonly harsh weather including but not limited to hurricanes, tornadoes, tropical storms and tropical depressions. (See General Conditions, Section 7.21.8.6).

WORK. The furnishing of all labor, materials, equipment, and other incidentals necessary or convenient for the successful completion of the project and the execution of all the duties and obligations imposed by the contract.

WORKING DAY. A calendar day, exclusive of Saturdays, Sundays and State-recognized legal holidays for the month in question.

- 1.2 ABBREVIATIONS
- | | |
|--------------|--------------------------------|
| HAR | Hawaii Administrative Rules |
| HRS | Hawaii Revised Statutes |
| VECP | Value Managering Cost Proposal |
| DOTAX | State Department of Taxation |
| IRS | Internal Revenue Service |

~ END OF ARTICLE 1~

ARTICLE 2: PROPOSAL REQUIREMENTS AND CONDITIONS

- 2.1 QUALIFICATION OF BIDDERS. Prospective Bidders must be capable of performing the work for which bids are invited, and must be capable of entering into a public contract of \$25,000 (twenty five thousand dollars) or more.
- 2.1.1 NOTICE OF INTENTION TO BID
- 2.1.1.1 In accordance with Section 103D-310, Hawaii Revised Statutes, and Section 3-122-108, Hawaii Administrative Rules, a written notice of intention to bid must be filed for the construction of any public building or public work when the bid is \$25,000 (twenty five thousand dollars) or more. A written notice of intention to bid need not be filed for the mere furnishing and installing of furniture, equipment, appliances, material and any combination of these items when a Contractor's license is not required under Chapter 444 of the Hawaii Revised Statutes, as amended, and the rules and regulations of the Contractor's License Board.
- 2.1.1.2 The written notice must be addressed to the Chairman, who is the officer charged with letting the contract. The words, "INTENTION TO BID" must be clearly written or typed on the face of the envelope containing the written notice of intention to bid. The notice may be faxed, hand carried or mailed to the office indicated in the Notice to Contractors.
- 2.1.1.3 The written notice must be received by the office indicated in the Notice to Contractors no later than 2:00 p.m. on the 10th calendar day prior to the day designated for opening bids. If the 10th calendar day prior to the day designated for opening bids is a Saturday, Sunday, or legal State holiday, then the written notice must be received by the Department no later than 2:00 p.m. on the last working day immediately prior to said Saturday, Sunday, or legal State holiday. The written notice will be time stamped when received by said office. The time designated by the time stamping device in said office shall be official. If the written notice is hand carried, then the bearer is responsible to ensure that the notice is time stamped by said office. If the notice is faxed, the time of receipt by the Department fax machine shall be official.
- 2.1.1.4 It is the responsibility of the prospective Bidder to ensure that the written notice of intention to bid is received in time and the Department assumes no responsibility for failure of timely delivery caused by the prospective Bidder or by any method of conveyance chosen by the prospective Bidder.
- 2.1.1.5 If two (2) or more prospective Bidders desire to bid jointly as a joint venture on a single project, they must file an affidavit of joint venture with their notice of intention to bid. Such affidavit of joint venture will be valid only for the specific project for which it is filed. No further license is required when all parties to the joint venture possess current and appropriate contractor's licenses. Joint ventures are required to be licensed in accordance with Chapter 444 of the Hawaii Revised Statutes, as amended, and the rules and regulations of the Contractor's License Board when any party to the

joint venture agreement does not hold a current or appropriate contractor's license. The joint venture must registered with the office of the Director of Commerce and Consumer Affairs in accordance with Chapter 425 of the Hawaii Revised Statutes, as amended.

- 2.1.1.6 No persons, firm or corporation may bid where (1) the person, firm, or corporation, or (2) a corporation owned substantially by the person, firm, or corporation, or (3) a substantial stockholder or an officer of the corporation, or (4) a partner or substantial investor in the firm is in arrears in any payment owed to the State of Hawaii or any of its political subdivisions or is in default of any obligation to the State of Hawaii or to all or to any of its political subdivisions, including default as a surety or failure to perform faithfully and diligently any previous contract with the Department.
- 2.1.1.7 The Chairman may, in accordance with Section 103D-310 Hawaii Revised Statutes, require the prospective Bidder to submit answers to questions contained in the STANDARD QUALIFICATION QUESTIONNAIRE FOR PROSPECTIVE BIDDERS ON PUBLIC WORKS CONTRACTS, on the form provided by the Department, properly executed and notarized, setting forth a complete statement of the experience of such prospective Bidder and its organization in performing similar work and a statement of the equipment proposed to be used, together with adequate proof of the availability of such equipment, at least two (2) working days prior to the time advertised for the opening of bids. If the information in the questionnaire proves satisfactory, the Bidder's proposal will be received. All information contained in the answers to the questionnaire shall be kept confidential. The questionnaire will be returned to the Bidder after it has served its purpose.
- 2.1.1.8 If upon review of the Questionnaire, or otherwise, the Bidder appears not fully qualified or able to perform the intended work, the Chairman shall, after affording the Bidder an opportunity to be heard and if still of the opinion that the Bidder is not fully qualified to perform the work, refuse to receive or to consider any bid offered by the prospective Bidder.
- 2.1.1.9 Failure to complete and submit the prequalification questionnaire by the designated deadline will be sufficient cause for the Department to disqualify a prospective Bidder.
- 2.1.2 TAX CLEARANCE (§103D-328 HRS)
 - 2.1.2.1 Contractors are required to provide both state and federal tax clearances as a prerequisite to entering into a public contract of \$25,000 or more. To meet this requirement, all Bidders shall submit valid tax clearances with their bid proposals when the bid is \$25,000 or more. An additional tax clearance will be required before final payment can be made.
 - 2.1.2.2 Tax clearances may be obtained by completing the Tax Clearance Application (Form A-6) and submitting it to the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The application may be obtained from the DOTAX, the IRS, or the Public Works Division, Kalanimoku Building, Room 422, 1151 Punchbowl Street, Honolulu, Hawaii. The application may be mailed in or walked in to either the DOTAX or the IRS. Both tax agencies encourage the use of their mail-in process, which should be completed within twenty-one (21) calendar days. Tax clearance certificates will be issued to the applicant upon determination that the applicant has filed all tax returns due, and has paid all amounts owing on such returns, including penalty and interest.
 - 2.1.2.3 Only original tax clearance certificates or certified copies will be accepted for this purpose. Failure to submit the required tax clearance certificates may be sufficient grounds for the Department to refuse to receive or consider the prospective Bidder's proposal.

- 2.1.2.4 Tax clearance certificates are valid for six (6) months. The six-month period will begin with the later approval date stamped on the tax clearance. An original copy of a tax clearance that bears an original green certified copy stamp will be accepted by the Department for final payment. The period of validity for final payment is forty-five (45) days.
- 2.1.2.5 The tax clearances submitted with the bid proposals must be valid on the solicitation's first legal advertisement date or any date thereafter up to the bid opening date. Valid tax clearances submitted with the proposal will remain valid for the contract award and encumbrance.
- 2.1.2.6 Any person, firm or corporation that is not presently doing business in the State of Hawaii and submits a Notice of Intention to Bid must submit along with said Notice of Intention to Bid a certified letter stating that said person, firm or corporation is not doing business in the State of Hawaii and is not in default of any obligations due to the State or any of its political subdivisions.
- 2.1.2.7 If a business cannot obtain a tax clearance certificate because of tax delinquencies, it may submit a "special letter" from DOTAX and/or the IRS. The "special letter" may only be obtained if (1) the business has an existing installment agreement with the tax agency, or (2) the delinquency is the subject of an administrative or judicial appeal. The Bidder is cautioned that the "special letter" from the IRS must be certified by DOTAX. All conditions applied to tax clearance certificates for this purpose are applicable to these "special letters". Instructions to obtain the "special letter" are available from each respective tax agency.
- 2.1.2.8 Various combinations of tax clearance certificates and "special letters" are acceptable for this purpose as follows:
- (a) Tax clearance certificate signed by both tax agencies;
 - (b) Individual tax clearance certificates from each tax agency, respectively;
 - (c) Tax clearance certificate from one tax agency and a "special letter" from the other tax agency;
 - (d) "Special letters" from both tax agencies.
- 2.1.3 **WRONGFUL REFUSAL TO ACCEPT A BID.** In the event the Chairman, for any reason, wrongfully refuses to accept what would otherwise be a responsive and responsible lowest bid, the exclusive remedy for such lowest Bidder shall be the recovery of the reasonable actual costs of preparing the bid. No other Bidder shall have any claim for damages. Refer to Section 2.14, **PROTESTS.**
- 2.2 **INTERPRETATION OF QUANTITIES IN BID SCHEDULE**
- 2.2.1 When quantities for individual items of work are listed in the proposal form for which respective unit prices are asked, said quantities are estimated or approximate and are to be used by the Department only for the purpose of comparing on a uniform basis bids offered for the work. The Department does not, expressly or by implication agrees that the actual quantity of work will correspond therewith.
- 2.2.2 After determining the low Bidder by comparison of bids submitted in accordance with the proposal form and Section 3.1, **CONSIDERATION OF PROPOSALS; CANCELLATION** in these Contract Documents, the quantities of unit price items of work may increase or decrease.
- 2.2.3 On unit price bids, payment will be made only for the actual number of units incorporated into the finished project at the unit price bid, subject to Section 4.7, **VARIATIONS IN ESTIMATED**

QUANTITIES. It is understood and agreed that the Contractor shall make no claim for anticipated profit, loss of profit or unabsorbed field, branch or home office overhead and impact losses due to the exercise of the Departments right to eliminate entire portions of the work or to increase or decrease any or all the quantities shown in the proposal form.

2.3 CONTENTS OF PROPOSAL FORMS

2.3.1 Prospective Bidders will be furnished with proposal forms giving the location, description, and the contract time of the work contemplated for which a lump sum bid price is asked or containing a schedule of items, together with estimated quantities of work to be performed and materials to be furnished, for which unit bid prices and/or lump sum bid prices are asked.

2.3.2 All papers bound with or attached to the proposal form shall be considered a part thereof and shall not be detached or altered when the proposal is submitted.

2.3.3 The drawings, specifications and other documents designated in the proposal form will also be considered a part thereof whether attached or not.

2.3.4 By submitting a bid on the proposal form, a Bidder accepts the language therein as its own.

2.4 BIDDER'S RESPONSIBILITY FOR EXAMINATION OF CONTRACT DOCUMENTS, SITE OF WORK, ETC.

2.4.1 The Bidder shall carefully examine the project site contemplated all Contract Documents and any documents or items referenced therein and contract and bond forms therefore. The submission of a bid shall be considered as a warranty that the Bidder has made such examination and is informed of the conditions to be encountered in performing the Work and of the requirements of the Contract Documents and any documents and items referenced therein, and contract and bonds.

2.5 UTILITIES AND SERVICES

2.5.1 Where its operations are next to or near properties of utility companies or other property, the Contractor shall not start work until the Contractor makes arrangements necessary for the protection of said property.

2.5.2 The Contractor shall cooperate, coordinate and schedule its work to suit the owners of underground or overhead utility lines or other property in removing or altering such lines or providing new services in order for the work to progress according to the contract. Cooperation includes rearranging the Contractor's operations and normal work schedules and realignment of work as approved by the Department in order to accommodate the operations and work of the utilities and/or other property in and around the work site at no additional cost to the Department.

2.5.3 The Contractor shall contact all the various utility companies before the start of the work to ascertain any existing utilities and to develop a full understanding of the utility requirements with respect to this project. The Contractor shall furnish the Project Manager with evidence that the Contractor has contacted the utility companies.

2.5.4 If the Contractor discovers that the existence and location of utilities in the contract plans are not correct, the Contractor shall not disturb the utilities and immediately notify the Project Manager. The Project Manager will advise the Contractor regarding actions to take.

- 2.5.5 The Contractor shall ascertain the exact location and depth of utilities within the project area. The Contractor shall mark such locations to warn workers or equipment operators of their existence and location. The Contractor shall be responsible to acquaint personnel working near utilities with the type, size, location and depth of the utilities and the consequences that might result from disturbances. The Contractor shall not start trenching or start similar operations until the Contractor has taken reasonable and appropriate precautions to protect the utilities.
- 2.5.6 Any utilities or other property that the Contractor encounters during the progress of the work, such as telephone ducts, electric ducts, water lines, sewer lines, electric lines and drainage pipes, whether shown or not on the contract plans, shall not be disturbed or damaged unless otherwise instructed in the plans and specifications.
- 2.5.7 In the event the utilities or other property are damaged or disturbed by the Contractor, the Contractor shall be liable for all such damage where the utilities or other property are:
- (a) Shown on the plan in its actual or approximate location; or
 - (b) Exposed on the job as it progresses; or
 - (c) Pointed out to the Contractor in the field.
- 2.5.8 Such utilities or other property as described above shall be “known utilities or other property.” If the Contractor encounters an unknown utility or other property, it shall not proceed until it has notified the Project Manager and receives instructions. If the Project Manager directs additional work, it shall be paid for under Section 4.2, CHANGES.
- 2.5.9 The Contractor shall repair and restore to pre-damaged condition any utilities or any other property it may damage, and it shall be liable for any and all resulting damage at no cost to the Department, the work or utility owner or property owner. Any damage claim due to the disruption of service caused by the utilities being damaged shall be paid by the Contractor who shall defend, indemnify and hold harmless the Department from all suits, actions or claims of any character brought on account of such damages, whether or not the Department may have been partially at fault. Public liability and property damage insurance to be obtained by the Contractor pursuant to ARTICLE 7, PROSECUTION AND PROGRESS shall cover such risk of damage.
- 2.5.10 In the event the Contractor simultaneously with the discovery of an unknown utility or other property damages that utility or other property, the Contractor shall not be held liable beyond the extent of the Contractor’s liability insurance but shall immediately notify the Project Manager. Upon instruction from the Project Manager, the Contractor shall repair all damages and execute a plan for dealing with the damaged utility or other property. This repair work shall be considered additional work as covered in Section 4.2, CHANGES.
- 2.6 ADDENDA AND BID CLARIFICATIONS
- 2.6.1 The terms and requirements of the bid documents (i.e. drawings, specifications and other bid and contract documents) cannot be changed prior to the bid opening except by a duly issued addendum.
- 2.6.2 The Department may alter, increase or decrease the scope of the work or the contract time, provisions and conditions by issuing a written addendum which sets forth such alterations, increase or decrease.

- 2.6.3 If a Bidder discovers what it considers to be a discrepancy, ambiguity, omission or doubt as to the meaning of drawings, specifications and any other bid or contract documents, the Bidder shall request in writing an interpretation from the Chairman.
- 2.6.4 If the Department agrees that a discrepancy, ambiguity, omission or doubt exists, it shall issue a written addendum to the bid documents to all prospective Bidders at the respective offices furnished for such purposes eight (8) days before the bids are opened. The Department may extend the bid opening to allow at least eight (8) days from the notification date of the addendum. Upon notification by the Department, all Bidders/addressees shall be deemed to be on notice of the information therein whether or not the addendum is actually received. All addenda so issued shall become part of the contract documents.
- 2.6.5 No claim for additional compensation and/or time for performance will be allowed if the Contractor discovered, or in the exercise of reasonable care, should have discovered a discrepancy, ambiguity, omission or doubt for which an interpretation was not requested.
- 2.7 **SUBSTITUTION OF MATERIALS AND EQUIPMENT BEFORE BID OPENING**
- 2.7.1 Brand names of materials or equipment are specified or shown on the drawings to indicate a quality, style, appearance or performance and not to limit competition. The Bidder shall base its bid on one of the specified brand names unless alternate brands are qualified as equal or better in an addendum. Qualifications of such proposed alternate brands shall be submitted in writing and addressed to the Project Manager. The face of the envelope containing the request must be clearly marked "SUBSTITUTION REQUEST". The request may be hand carried or mailed to DHHL, Hale Kalanianaʻole, 91-5420 Kapolei Parkway, Kapolei, Hawaii 96707. In either case, the written request must be received by DHHL no later than fourteen (14) days before the bid opening date and time specified in the Notice to Bidders. The written request will be time stamped by DHHL. For the purpose of this section, the time designated by the time stamping device in DHHL shall be official. If the written request is hand carried, the bearer is responsible to ensure that the request is time stamped by DHHL.
- 2.7.2 Submit three (3) sets of the written request, technical brochures, and a statement of variances. Refer to the Appendix for the Sample "Request for Substitution."
- 2.7.3 **STATEMENT OF VARIANCES.** The statement of variances must list all features of the proposed substitution which differ from the drawings, specifications and/or product(s) specified and must further certify that the substitution has no other variant features. The brochure and information submitted shall be clearly marked showing make, model, size, options, etc., and must include sufficient evidence to evaluate each feature listed as a variance. A request will be denied if submitted without sufficient evidence. If after installing the substituted product, an unlisted variance is discovered, Contractor shall immediately replace the product with a specified product at no cost to the Department.
- 2.7.4 **SUBSTITUTION DENIAL** - Any substitution request not complying with the above requirements will be denied. Substitution requests sent to other agencies and received by Project Manager after the deadline above will be denied.
- 2.7.5 An addendum shall be issued to inform all prospective Bidders of any accepted substitution in accordance with Section 2.6, ADDENDA AND BID CLARIFICATIONS.

2.7.6 For substitutions of materials and equipment after issuance of the Letter of Award, refer to Section 6.3, SUBSTITUTION OF MATERIALS AND EQUIPMENT AFTER BID OPENING.

2.8 PREPARATION OF PROPOSAL

2.8.1 The Bidder's proposal must be submitted on the proposal form furnished by the Department. The proposal must be prepared in full accordance with the instructions thereon. The Bidder must state, both in words and numerals, the lump sum price or total sum bid at which the work contemplated is proposed to be done. These prices must be written in ink or typed. In case of a discrepancy between the prices written in words and those written in figures, the words shall govern over the figures. The Bidder shall sign the proposal in the spaces provided with ink. By submitting a bid, the Bidder adopts the language of the proposal as its own.

2.8.2 If the proposal is made by an individual, the person's name and post office address must be shown in the space provided. If made by a partnership the name and post office address of each member of the partnership must be shown and the proposal signed by all partners or evidence in the form of a partnership agreement must be submitted showing the authority of the partner to enter, on behalf of said partnership, into contract with the Department. If made by a corporation the proposal must show the name, title and business address of the president, secretary and treasurer and also evidence in the form of a corporate resolution must be submitted showing the authority of the particular corporate representative to enter on behalf of said corporation into contract with the Department. If made by a joint-venture the name and post office address of each member of the individual firm, partnership or corporation comprising the joint-venture must be shown with other pertinent information required of individuals, partnerships or corporations as the case may be. The proposal must be signed by all parties to the joint-venture or evidence in the form of a Joint-Venture Agreement must be submitted showing the authority of the joint-venture's representative to enter on behalf of said joint-venture into contract with the Department.

2.8.3 Pursuant to the requirements of Section 103D-302, HRS, each Bidder shall include in its bid the name of each person or firm to be engaged by the Bidder on the project as joint contractor or subcontractor indicating also the nature and scope of work to be performed by such joint contractor and/or subcontractor and their respective contractor's license number. A joint contractor or subcontractor performing less than or equal to one percent of the total bid amount is not required to be listed in the proposal. The Bidder shall be solely responsible for verifying that their joint contractor or subcontractor has the proper license at the time of the submitted bid.

2.9 BID SECURITY

2.9.1 Subject to the exceptions in Section 3-122-223(d) HAR, all lump sum bids of \$25,000 (twenty five thousand dollars) and higher, or lump sum base bids including alternates of \$25,000 (twenty five thousand dollars) and higher, that are not accompanied by bid security are non-responsive. Bid security shall be one of the following: §3-122-222(a) HAR

2.9.1.1 Surety bid bond underwritten by a company licensed to issue bonds in this State which shall be substantially in the form of the Surety Bid Bond form in the Appendix; or

2.9.1.2 Legal Tender; or

2.9.1.3 Certificate of Deposit; credit union share certificate; or cashier's, treasurer's, teller's or official check drawn by, or a certified check accepted by, and payable on demand to the State by a bank, a savings

institution, or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration.

- (a) These instruments may be utilized only to a maximum of \$100,000 (one hundred thousand dollars).
- (b) If the required security or bond amount totals over \$100,000 (one hundred thousand dollars), more than one instrument not exceeding \$100,000 (one hundred thousand dollars) each and issued by different financial institutions shall be accepted.
- (c) CAUTION - Bidders are cautioned that certificates of deposit or share certificates with an early withdrawal penalty must have a face value sufficient to cover the maximum penalty amount in addition to the proposal guaranty requirement. If the certificate is made out to two names, the certificate must be assigned unconditionally to the Chairman.

2.9.2 Unless otherwise stated, the bid security shall be in an amount equal to at least five percent (5%) of the lump sum bid or lump sum base bid including all additive alternates or in an amount required by the terms of the federal funding, where applicable.

2.9.3 If the Bidder is a corporation, evidence in the form of a corporate resolution, authorizing the corporate representative to execute the bond must be submitted with the proposal. (See sample in Appendix.) If the Bidder is a partnership, all partners must sign the bond or evidence in the form of a partnership agreement must be submitted showing the authority of the partner.

2.9.4 If the Bidder is a joint-venture, all parties to the joint-venture must sign the bond; provided, that one party to the joint-venture may sign on behalf of the joint-venture if evidence in the form of a joint-venture agreement or power of attorney, is submitted showing the authority of the signatory to sign the bond on behalf of the joint-venture.

2.9.5 In the case where the award will be made on a group or item basis, the amount of bid security shall be based on the total bid for all groups or items submitted.

2.9.6 Bidders are cautioned that surety bid bonds which place a limit in value to the difference between the bid amount and the next acceptable bid, such value not to exceed the purported amount of the bond, are not acceptable. Also, surety bid bonds which place a time limit on the right of the State to make claim other than allowed by statutes or these GENERAL CONDITIONS are not acceptable. Bidders are hereby notified that a surety bid bond containing such limitation(s) is not acceptable and a bid accompanied by such surety bid bond will be automatically rejected.

2.10 DELIVERY OF PROPOSALS. The entire proposal shall be placed together with the bid security, in a sealed envelope no smaller than 9-1/2" x 12" so marked as to indicate the identity of the project, the project number, the date of bid opening and the name and address of the Bidder and then delivered as indicated in the Notice to Contractors. Bids which do not comply with this requirement may not be considered. Proposals will be received up to the time fixed in the public notice for opening of bids and must be in the hands of the official by the time indicated. The words "SEALED BID" must be clearly written or typed on the face of the sealed envelope containing the proposal and bid security.

2.11 WITHDRAWAL OR REVISION OF PROPOSAL. Proposal may be modified prior to the deadline to submit the proposal by any of the following documents:

2.11.1 Withdrawal of Proposals:

2.11.1.1 A signed, written notice received in the office designated in the solicitation; or

- 2.11.1.2 A signed written notice faxed to the office designated in the solicitation.
- 2.11.2 Modification of Proposals:
 - 2.11.2.1 A signed written notice received in the office designated in the solicitation, accompanied by a duly executed certificate of resolution for corporations, partnerships and joint-ventures, stating that a modification to the proposal is submitted; and
 - 2.11.2.2 The actual modification sealed securely in a separate envelope or container, accompanying the written notice.
- 2.12 PUBLIC OPENING OF PROPOSALS. Proposals will be opened and read publicly at the time and place indicated in the Notice to Contractors. Bidders, their authorized agents and other interested parties are invited to be present.
- 2.13 DISQUALIFICATION OF BIDDERS. Any one or more of the following causes will be considered as sufficient for the disqualification of a Bidder and the rejection of its proposal or proposals:
 - 2.13.1 Non-compliance with Section 2.1, QUALIFICATION OF BIDDERS;
 - 2.13.2 Evidence of collusion among Bidders;
 - 2.13.3 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;
 - 2.13.4 Being in arrears on existing contracts with the State of Hawaii, or having defaulted on a previous contract with the State of Hawaii;
 - 2.13.5 Lack of proper equipment and/or sufficient experience to perform the work contemplated, as revealed by the Standard Questionnaire and Financial Statement for Bidders;
 - 2.13.6 No contractor's license or a contractor's license which does not cover type of work contemplated;
 - 2.13.7 More than one proposal for the same work from an individual, firm, partnership, corporation or joint venture under the same or different name;
 - 2.13.8 Delivery of bids after the deadline specified in the advertisement calling for bids;
 - 2.13.9 Failure to pay, or satisfactorily settle, all bills overdue for labor and materials of former contracts in force at the time of issuance of proposal forms; and/or
 - 2.13.10 Debarment or suspension pursuant to the provisions of Chapters 103D, 104 and 444, Hawaii Revised Statutes, as amended.
- 2.14 PROTESTS
 - 2.14.1 Protests shall be adjudicated in accordance with §103D-701, HRS and as amended.

- 2.14.2 No Protest based upon the contents of the solicitation shall be considered unless it is submitted in writing to the Chairman, prior to the date set for the receipt of proposals.
- 2.14.3 A protest of an award or proposed award pursuant to §103D-302 or §103D-303, HRS, shall be submitted in writing to the Chairman, within five (5) working days after the posting of the award of the Contract.
- 2.14.4 When a protest is sustained and the protestor should have been awarded the contract under the solicitation but is not, then the exclusive remedy for such protestor shall be the recovery of the reasonable actual costs of preparing the bid, but not attorney's fees.

~ END OF ARTICLE 2 ~

ARTICLE 3: AWARD AND EXECUTION OF CONTRACT

- 3.1 **CONSIDERATION OF PROPOSALS; CANCELLATION.** After the proposals are opened and read, the figures will be extended and/or totaled in accordance with the bid prices of the acceptable proposals and the totals will be compared and the results of such comparison shall be made public. In the event of a tie bid, the low Bidder shall be determined by lot. In the comparison of bids, words written in the proposals will govern over figures and unit prices will govern over totals. Until the award of the contract, the Department may cancel the solicitation, reject any and all proposals in whole or part and may waive any defects or technicalities whenever such action is deemed to be in the best interest of the Department.
- 3.2 **IRREGULAR PROPOSALS.** Proposals will be considered irregular and may be rejected for the following reasons:
 - 3.2.1 If the proposal is unsigned.
 - 3.2.2 If bid security is not in accordance with Section 2.9, BID SECURITY.
 - 3.2.3 If proposal is on a form other than that furnished by the Department; or if the form is altered or any part thereof detached.
 - 3.2.4 If the proposal shows any non-compliance with applicable law, alteration of form, additions not called for, conditional bids, incomplete bids, non-initialed erasures, other defects, or if the prices are obviously unbalanced.
 - 3.2.5 If the Bidder adds any provisions reserving the right to accept or reject an award.
 - 3.2.6 If the Bidder adds any provisions reserving the right to enter into a contract pursuant to an award.
 - 3.2.7 When a proposal is signed by an officer or officers of a corporation and a currently certified corporate resolution authorizing such signer(s) to submit such proposal is not submitted with the proposal or when the proposal is signed by an agent other than the officer or officers of a corporation or a member of a partnership and a power of attorney is not submitted with the proposal.

- 3.2.8 Where there is an incomplete or ambiguous listing of joint contractors and/or subcontractors the proposal may be rejected. All work which is not listed as being performed by joint contractors and/or subcontractors must be performed by the Bidder with its own employees. Additions to the list of joint contractors or subcontractors will not be allowed. Whenever there is a doubt as to the completeness of the list, the Bidder will be required to submit within five (5) working days, a written confirmation that the work in question will be performed with its own work force. Whenever there is more than one joint contractor and/or subcontractor listed for the same item of work, the Bidder will be required to either confirm in writing within five (5) working days that all joint contractors or subcontractors listed will actually be engaged on the project or obtain within five (5) working days written releases from those joint contractors and/or subcontractors who will not be engaged.
- 3.2.9 If in the opinion of the Chairman, the Bidder and/or its listed subcontractors do not have the contractor's licenses or combination of contractor's licenses necessary to complete all of the work.
- 3.3 CORRECTION OF BIDS AND WITHDRAWAL OF BIDS (§3-122-31 HAR)
- 3.3.1 Corrections to bids after bid openings but prior to award may be made under the following conditions:
- 3.3.1.1 If the mistake is attributable to an arithmetical error, the Chairman shall so correct the mistake. In case of error in extension of bid price, the unit price shall govern.
- 3.3.1.2 If the mistake is a minor informality which shall not affect price, quantity, quality, delivery, or contractual conditions, the Bidder shall request correction by submitting proof of evidentiary value which demonstrates that a mistake was made. The Chairman shall prepare a written approval or denial in response to this request. Examples of such mistakes include:
- (a) Typographical errors;
 - (b) Transposition errors;
 - (c) Failure of a Bidder to sign the bid, but only if the unsigned bid is accompanied by other material indicating the Bidder's intent to be bound.
- 3.3.1.3 For reasons not allowable under Subsections 3.3.1.1 and 3.3.1.2 when the Chairman determines that the correction or waiver of an obvious mistake is in the best interest of the Department or is warranted for the fair treatment of other Bidders.
- 3.3.2 Withdrawal of bids after bid opening but prior to award may be made when the bid contains a mistake attributable to an obvious error which affects price, quantity, quality, delivery, or contractual conditions, and the Bidder requests withdrawal by submitting proof of evidentiary value which demonstrates that a mistake was made. The Chairman shall prepare a written approval or denial in response to this request.
- 3.3.3 Correction or withdrawal of bids after award is not permissible except in response to a written withdrawal or correction request by the Contractor, and the Chairman makes a written determination that the Department's procurement practices and policies would not be materially affected by such correction or withdrawal.

3.4 AWARD OF CONTRACT

- 3.4.1 The award of contract, if it be awarded, will be made within one hundred twenty (120) consecutive calendar days after the opening of the proposals to the lowest responsible and responsive Bidder (including the alternate or alternates which may be selected by the Chairman in the case of alternate bids) whose proposal complies with all the requirements prescribed, but in no case will an award be made until all necessary investigations are made. The successful Bidder will be notified, by letter mailed to the address shown on the proposal, that its bid has been accepted and that it has been awarded the contract.
- 3.4.2 If the contract is not awarded within the one hundred twenty (120) days noted in Subsection 3.4.1 above, the Department may request the successful Bidder to extend the time for the acceptance of its bid. The Bidder may reject such a request without penalty; and in such case, the Department may at its sole discretion make a similar offer to the next lowest responsive and responsible Bidder and so on until a bid is duly accepted or until the Department elects to stop making such requests.
- 3.4.3 No contract will be awarded to any person or firm suspended or debarred under the provisions of Chapters 103D, 104 and Chapter 444, Hawaii Revised Statutes as amended.
- 3.4.4 The contract will be drawn on the forms furnished by the Chairman. The contract will not be binding on the Department until all required signatures have been affixed thereto and written certification that funds are available for the work has been made.

- 3.5 CANCELLATION OF AWARD. The Department reserves the right to cancel the award of any contract at any time before the execution of said contract by all parties. The exclusive remedy to the awardee for such cancellation shall be payment of the reasonable bid preparation costs and the reimbursement of any direct expenses incurred as directed in the Notice of Award. Such cancellation will not incur any liability by the Department to any other Bidder.

- 3.6 RETURN OF BID SECURITY. All bid securities, except those of the four (4) lowest Bidders, will be returned following the opening and checking of the proposals. The retained bid securities of the four lowest Bidders will be returned within five (5) working days following the complete execution of the contract.

3.7 REQUIREMENT OF PERFORMANCE AND PAYMENT BONDS

- 3.7.1 Performance and Payment Bonds shall be required for contracts \$25,000 (twenty five thousand dollars) and higher. At the time of the execution of the contract, the successful Bidder shall file good and sufficient performance and payment bonds on the form furnished by the Department (see Appendix), each in an amount equal to one hundred percent (100%) of the amount of the contract price unless otherwise stated in the solicitation of bids. Acceptable performance and payment bonds shall be limited to the following:
- 3.7.1.2 Surety bonds underwritten by a company licensed to issue bonds in this State; or
- 3.7.1.3 A certificate of deposit; credit union share certificate; or cashier's, treasurer's, teller's or official check drawn by, or a certified check accepted by, and payable on demand to the Department by a bank, a savings institution, or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration.

- (a) These instruments may be utilized only a maximum of \$100,000 (one hundred thousand dollars).
- (b) If the required security or bond amount totals over \$100,000 (one hundred thousand dollars), more than one instrument not exceeding \$100,000 (one hundred thousand dollars) each and issued by different financial institutions shall be acceptable.

3.7.2 If the Contractor fails to deliver the required performance and payment bonds, the Contractor's award shall be canceled, the Department shall have the remedies provided under Section 3.9, FAILURE TO EXECUTE THE CONTRACT and award of the contract shall be made to the next lowest responsible and responsive Bidder.

3.8 EXECUTION OF THE CONTRACT

3.8.1 The contract shall be signed by the successful Bidder and returned, together with satisfactory performance and payment bonds, within ten (10) calendar days after the Bidder is awarded the contract for execution or within such further time as the Chairman may allow. No proposal or contract shall be considered binding upon the Department until the contract has been fully and properly executed by all parties thereto. For projects funded with State Capital Improvement Project (CIP) funds, the Chairman shall also endorse thereon its certificate, as required by Section 103D-309, HRS, that there is an available unexpended appropriation or balance of an appropriation over and above all outstanding contracts sufficient to cover the Department's amount required by such contract.

3.8.2 On any individual award totaling less than \$25,000 (twenty five thousand dollars), the Department reserves the right to execute the contract by the issuance of a Purchase Order. Issuance of a Purchase Order shall result in a binding contract between the parties without further action by the Department. The issuance of a Purchase Order shall not be deemed a waiver of these General Conditions, and Contract Document requirements.

3.9 FAILURE TO EXECUTE THE CONTRACT

3.9.1 Before the Award - If a low Bidder without legal justification withdraws its bid after the opening of bids but before the award of the contract, the Department shall be entitled to retain as damages the amount established as bid security, and may take all appropriate actions to recover the damages sum from the property or third-party obligations deposited as bid security.

3.9.2 After the Award. If the Bidder to which a contract is awarded shall fail or neglect to enter into the contract and to furnish satisfactory security within ten (10) calendar days after such award or within such further time as the Chairman may allow, the Department shall be entitled to recover from such Bidder its actual damages, including but not limited to the difference between the bid and the next lowest responsive bid, as well as personnel and administrative costs, consulting and legal fees and other expenses incurred in arranging a contract with the next low responsible and responsive Bidder or calling for new bids. The Department may apply all or part of the amount of the bid security to reduce its damages. If upon determination by the Department that the bid security exceeds the amount of its damages, it shall release or return the excess to the person who provided same.

3.9.3 Chairman's Options. Upon a withdrawal of the lowest responsive bid, or upon a refusal or failure of the lowest Bidder to execute the contract, the Chairman may thereupon award the contract to the next lowest responsible and responsive Bidder or may call for new bids, whichever method the Chairman may deem to be in the best interests of the Department.

3.10 NOTICE TO PROCEED

- 3.10.1 After the contract is fully executed and signed by the Chairman, the Contractor will be sent a formal Notice to Proceed letter advising the Contractor of the date on which it may proceed with the work. The Contractor shall be allowed ten (10) consecutive working days from said date to begin its work. In the event that the Contractor refuses or neglects to start the work, the Chairman may terminate the contract in accordance with Section 7.27, TERMINATION OF CONTRACT FOR CAUSE.
- 3.10.2 The Contractor may commence its operations strictly at its own risk prior to receipt of the formal notice to proceed, provided it makes a written request and has received approval from the Chairman in writing. All work performed shall be conducted in accordance with Section 7.1, PROSECUTION OF THE WORK.
- 3.10.3 In certain cases, the Department, with agreement of the Contractor, may issue a Notice to Proceed before full execution of the contract by the Chairman and it may further issue a Notice to Proceed concurrently with the Notice of Award.
- 3.10.4 In the event the Notice to Proceed is not issued within one hundred eighty (180) days after (1) the date the contract is executed by all parties; or (2) for projects funded with State Capital Improvement Project (CIP) funds, the date that the written certificate that funds are available is issued, whichever is later, the Contractor may submit a claim for increased labor and material costs (but not overhead costs) which are directly attributable to the delay beyond the first one hundred eighty (180) days. Such claims shall be accompanied with the necessary documentation to justify the claim. No payment will be made for assumed escalation costs.
- 3.11 RELATIONSHIP OF PARTIES. Independent Contractor Status and Responsibilities, including Tax Responsibilities.
- 3.11.1 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.
- 3.11.2 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.
- 3.11.3 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.

- 3.11.4 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.
- 3.11.5 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 Department of Taxation, State of Hawaii, showing that all delinquent taxes, if any, levied or accrued under state law 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 237-45, HRS, and Section 8.8, FINAL PAYMENT of these General Conditions.
- 3.11.6 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.
- 3.12 PERSONNEL REQUIREMENTS:
- 3.12.1 The CONTRACTOR shall secure, at the CONTRACTOR's own expense, all personnel required to perform this Contract.
- 3.12.2 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.
- 3.13 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.
- 3.14 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.

~END OF ARTICLE 3~

ARTICLE 4: SCOPE OF WORK

- 4.1 INTENT OF CONTRACT, DUTY OF CONTRACTOR. The intent of the Contract is to provide for the construction, complete in every detail, of the work described at the accepted bid price and within the time established by the contract. The Contractor has the duty to furnish all labor, materials, equipment, tools, transportation, incidentals and supplies and to determine the means, methods and

schedules required to complete the work in accordance with the drawings, specifications and terms of the contract.

- 4.1.1 ENTIRE CONTRACT. This Contract sets forth all of the Contract, conditions, understandings, promises, warranties, and representations between the STATE and the CONTRACTOR relative to this Contract. This Contract supersedes all prior Contracts, conditions, understandings, promises, warranties and representations, which shall have no further force or effect. There are no Contracts, 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.
- 4.2 CHANGES. The Project Manager may at any time, during the progress of the work, by written order, and without notice to the sureties, make changes in the work as may be found to be necessary or desirable. Such changes shall not invalidate the Contract nor release the Surety, and the Contractor will perform the work as changed, as though it had been a part of the original Contract.
- 4.2.1 MINOR CHANGES. Minor changes in the work may be directed by the Project Manager with no change in contract price or time of performance. Minor changes are consistent with the intent of the Contract Documents and do not substantially alter the type of work to be performed or involve any adjustment to the contract sum or extension of the contract time.
- 4.2.2 ORAL ORDERS
- 4.2.2.1 Any oral order, direction, instruction, interpretation or determination from the Chairman or any other person which in the opinion of the Contractor causes any change, shall be considered as a change only if the Contractor gives the Chairman written notice of its intent to treat such oral order, direction, instruction, interpretation or determination as a change directive. Such written notice must be delivered to both the Chairman and the Project Manager before the Contractor acts in conformity with the oral order, direction, instruction, interpretation or determination, but not more than five (5) days after delivery of the oral order to the Contractor. The written notice shall state the date, circumstances, whether a time extension will be requested, and source of the order that the Contractor regards as a change. Such written notice may not be waived and shall be a condition precedent to the filing of any claim by the Contractor. Unless the Contractor acts in accordance with this procedure, any such oral order shall not be treated as a change for which the Contractor may make a claim for an increase in the contract time or contract price related to such work.
- 4.2.2.2 No more than five (5) days after receipt of the written notice from the Contractor, a Field Order shall be issued for the subject work if the Department agrees that it constitutes a change. If no Field Order is issued in the time established, it shall be deemed a rejection of Contractor's claim for a change. If the Contractor objects to the failure to issue a Field Order, it shall file a written protest with the Chairman within thirty (30) days after delivery to the Chairman of the Contractor's written notice of its intention to treat the oral order as a change. In all cases, the Contractor shall proceed with the work. The protest shall be determined as provided in Section 7.25, DISPUTES AND CLAIMS.
- 4.2.3 FIELD ORDERS. All changes will be set forth in a field order or change order. Upon receipt of a field order, the Contractor shall proceed with the changes as ordered. If the Contractor does not agree with any of the terms or conditions or in the adjustment or non-adjustment to the contract time and/or contract price set forth therein, it shall file with the Chairman a written protest setting forth its reasons in detail within thirty (30) days after receipt of the field order. In all cases, the Contractor shall proceed with the work as changed. The protest shall be determined as provided in Section 7.25, DISPUTES AND CLAIMS. Failure to file such a protest within the time specified shall constitute

agreement on the part of the Contractor with the terms, conditions, amounts and adjustments or non-adjustment to the contract price and/or contract time set forth in the field order.

4.2.4 CHANGE ORDERS

4.2.4.1 The Department will issue sequentially numbered change orders at times it deems appropriate during the contract period. A change order may contain the adjustment in contract price and / or time for a number of Field Orders. The change order will be issued in the format attached (refer to the Appendix). No payment for any change will be made until the change order is issued.

4.2.4.2 The penal sum of the Surety Performance and Payment Bonds will be adjusted by the amount of each and every change order.

4.3 DUTY OF CONTRACTOR TO PROVIDE PROPOSAL FOR CHANGES

4.3.1 A Field Order may request the Contractor to supply the Department with a proposal for an adjustment to the contract time or contract price for the work described therein. Any such request for a proposal shall not affect the duty of the Contractor to proceed as ordered with the work described in the Field Order.

4.3.2 The Project Manager from time to time may issue a Bulletin to the Contractor requesting price and / or time adjustment proposals for contemplated changes in the work. A Bulletin is not a directive for the Contractor to perform the work described therein.

4.3.3 Within seven (7) days after receipt of a Bulletin or Field Order containing a request for proposal, the Contractor shall submit to the Project Manager a detailed written statement in a format similar to the one shown in the Appendix setting forth all charges the Contractor proposes for the change and the proposed adjustment of the contract time, all properly itemized and supported by sufficient substantiating data to permit evaluation. No time extension will be granted for delays caused by late Contractor pricing of changes or proposed changes. If the project is delayed because Contractor failed to submit the cost proposal within the seven (7) days, or longer as allowed by the Project Manager, liquidated damages will be assessed in accordance with Section 7.26, FAILURE TO COMPLETE THE WORK ON TIME.

4.3.4 No payment shall be allowed to the Contractor for pricing or negotiating proposed or actual changes. No time extension will be granted for delay caused by late Contractor pricing of changes or proposed changes.

4.3.5 The Chairman may accept the entire proposal, or any discreet cost item contained within the proposal or the proposed adjustment to contract time by a notice in writing to the Contractor delivered to the Contractor within thirty (30) days after receipt of the proposal. The written acceptance by the Chairman of all or part of the Contractor's proposal shall create a binding agreement between the parties for that aspect of the change.

4.3.6 If the Department refuses to accept the Contractor's entire proposal, the Chairman may issue a Field Order for the work; or if a Field Order has already been issued, the Department may issue a supplemental Field Order establishing the remaining adjustments to contract price and/or contract time for the ordered changes. If the Contractor disagrees with any term, condition or adjustment contained in such Field Order or supplemental Field Order, it shall follow the protest procedures set forth in and be subject to the other terms of Subsection 4.2.3, FIELD ORDERS.

4.4 PRICE ADJUSTMENT (§3-125-13 HAR)

4.4.1 Any adjustment in the contract price pursuant to a change or claim in this contract shall be made in one or more of the following ways:

4.4.1.1 By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;

4.4.1.2 By unit prices specified in the contract or subsequently agreed upon;

4.4.1.3 Whenever there is a variation in quantity for any work covered by any line item in the schedule of costs submitted as required by Section 7.2, COMMENCEMENT REQUIREMENTS, by the Department at its discretion, adjusting the lump sum price proportionately;

4.4.1.4 In such other manner as the parties may mutually agree;

4.4.1.5 At the sole option of the Project Manager, by the costs attributable to the event or situation covered by the change, plus appropriate profit or fee, all as specified in Section 4.5, ALLOWANCES FOR OVERHEAD AND PROFIT and the force account provision of Section 8.3, PAYMENT FOR ADDITIONAL WORK; or

4.4.1.6 In the absence of an agreement between the two parties, by a unilateral determination by the Department of the reasonable and necessary costs attributable to the event or situation covered by the change, plus appropriate profit or fee, all as computed in accordance with applicable Sections of Chapters 3-123 and 3-126 of the Hawaii Administrative Rules and Regulations, and Section 4.5, ALLOWANCES FOR OVERHEAD AND PROFIT.

4.5 ALLOWANCES FOR OVERHEAD AND PROFIT (§3-125-13 HAR)

4.5.1 In determining the cost or credit to the Department resulting from a change, the allowances for all overhead, including, extended overhead resulting from adjustments to contract time (including home office, branch office and field overhead, and related delay impact costs) and profit combined, shall not exceed the percentages set forth below:

4.5.1.1 For the Contractor, for any work performed by its own labor forces, fifteen percent (15%) of the direct cost;

4.5.1.2 For each subcontractor involved, for any work performed by its own forces, fifteen percent (15%) of the direct cost;

4.5.1.3 For the Contractor or any subcontractor, for work performed by their subcontractors, seven percent (7%) of the amount due the performing subcontractor.

4.5.1.4 Field overhead includes, but is not limited to all costs of supervision, Managing, clerical, layout, temporary facilities, improvements and structures, all general condition expenditures, storage, transport and travel, housing, small tools (as defined in 8.3.4.5(h), pickup trucks and automobiles.

- 4.5.2 Not more than three markup allowance line item additions not exceeding the maximum percentage shown above will be allowed for profit and overhead, regardless of the number of tier subcontractors.
- 4.5.3 The allowance percentages will be applied to all credits and to the net increase of direct costs where work is added and deleted by the changes.
- 4.6 PAYMENT FOR DELETED MATERIAL
- 4.6.1 CANCELED ORDERS. If acceptable material was ordered by the Contractor for any item deleted by an ordered change in the work prior to the date of notification of such deletion by the Project Manager, the Contractor shall use its best efforts to cancel the order. The Department shall pay reasonable cancellation charges required by the supplier excluding any markup for overhead and profit to the Contractor.
- 4.6.2 RETURNED MATERIALS - If acceptable deleted material is in the possession of the Contractor or is ultimately received by the Contractor, if such material is returnable to the supplier and the Project Manager so directs, the material shall be returned and the Contractor will be paid for the reasonable charges made by the supplier for the return of the material, excluding any markup for overhead and profit to the Contractor. The cost to the Contractor for handling the returned material will be paid for as provided in Section 4.4, PRICE ADJUSTMENT.
- 4.6.3 UNCANCELLED MATERIALS. If orders for acceptable deleted material cannot be canceled at a reasonable cost, it will be paid for at the actual cost to the Contractor including an appropriate markup for overhead and profit as set forth in Section 4.5, ALLOWANCES FOR OVERHEAD AND PROFIT. In such case, the material paid for shall become the property of the Department and the cost of further storage and handling shall be paid for as provided in Section 4.4, PRICE ADJUSTMENT.
- 4.7 VARIATIONS IN ESTIMATED QUANTITIES (§3-125-10 HAR)
- 4.7.1 Where the quantity of a major unit price item in this contract is estimated on the proposal form and where the actual quantity of such pay item varies more than fifteen percent (15%) above or below the estimated quantity stated in this contract, an adjustment in the contract price shall be made upon demand of either party. The adjustment shall be based upon any increase or decrease in costs due solely to the variation above one hundred fifteen percent (115%) or below eighty-five percent (85%) of the estimated quantity. The adjustment shall be subject to Section 4.4 PRICE ADJUSTMENT and Section 4.5, ALLOWANCES FOR OVERHEAD AND PROFIT. If the quantity variation is such as to cause an increase in the time necessary for completion, the Chairman shall, upon receipt of a written request for an extension of time within thirty (30) days of the item's completion, ascertain the facts and make such adjustment to the completion date as the Chairman finds justified.
- 4.8 VARIATIONS IN BOTTOM ELEVATIONS. The Contractor shall plan and construct to the bottom elevations of footings, piles, drilled shafts, or cofferdams as shown on the drawings. When the bottom of a footing, pile, drilled shaft, or cofferdam is shown as an estimated or approximate elevation, the Contractor shall plan and construct to that elevation or to any deeper elevation required by the drawings or direction of the Project Manager. In the event the bottom elevation is lowered, the Contractor shall be entitled to additional payment in accordance with Sections 4.4 PRICE ADJUSTMENT and 4.5 ALLOWANCES FOR OVERHEAD AND PROFIT. In the event the bottom elevation is raised, the Department shall be entitled to a credit in accordance with Sections 4.2 CHANGES, 4.4, PRICE ADJUSTMENT and 4.5, ALLOWANCES FOR OVERHEAD AND PROFIT.

- 4.9 DIFFERING SITE CONDITIONS (§3-125-11 HAR)
- 4.9.1 During the progress of the work, if the Contractor encounters conditions at the site differing materially from those shown in the drawings and specifications, Contractor shall promptly, and before any such conditions are disturbed or damaged (except in an emergency as required by Subsection 7.17.8. EMERGENCIES), notify the Project Manager in writing of:
- 4.9.1.1 Subsurface or latent physical conditions at the site differing materially from those indicated in the contract; or
- 4.9.1.2 Unknown physical conditions at the site, of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract. Unclaimed motor vehicles or parts thereof and discarded materials or unclaimed items are not unknown or unforeseen physical conditions. (See also Section 5.8, EXAMINATION OF DRAWINGS, SPECIFICATIONS, PROJECT SITE).
- 4.9.2 After receipt of written notice, the Chairman shall promptly investigate the site, and if it is found that such conditions do materially differ and cause an increase in the Contractor's cost of, or the time required to, perform any part of the Work, whether or not changed as a result of such conditions, an adjustment shall be made and the contract modified accordingly. Any adjustment in contract price made pursuant to this Section 4.9. DIFFERING SITE CONDITIONS (§3-125-11 HAR) shall be determined in accordance with Sections 4.4, PRICE ADJUSTMENT and 7.25, DISPUTES AND CLAIMS.
- 4.9.3 Nothing contained in this Section 4.9, DIFFERING SITE CONDITONS shall be grounds for an adjustment in compensation if the Contractor had actual knowledge or should have known of the existence of such conditions prior to the submission of bids.
- 4.10 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) of the Procurement Rules and the following guidelines:
- 4.10.1 Reimbursement for air transportation shall be actual cost or coach class air fare, whichever is less.
- 4.10.2 Reimbursement for ground transportation costs shall not exceed the actual cost of renting an intermediate-sized vehicle.
- 4.10.3 Unless prior written approval of the CHAIRMAN is obtained, reimbursement for subsistence allowance (i.e., hotel and meals, etc.) shall not exceed the applicable daily authorized rates for interisland 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 Chairman branch who are excluded from collective bargaining coverage.

~END OF ARTICLE 4~

ARTICLE 5: CONTROL OF WORK

- 5.1 **AUTHORITY OF THE CHAIRMAN** - The Chairman shall make final and conclusive decisions on all questions which may arise relating to the quality and acceptability of the materials furnished and work performed, the manner of performance and the rate of progress of the work, the interpretation of the plans and specifications, the acceptable fulfillment of the contract on the part of the Contractor, the compensation under the contract and the mutual rights of the parties to the contract. The Chairman shall have the authority to enforce and make effective such decisions and orders at the Contractor's expense when the Contractor fails to carry such decisions and orders out promptly and diligently. The Chairman shall have the authority to suspend the work wholly or in part as provided in Section 7.24, SUSPENSION OF WORK.
- 5.2 **AUTHORITY OF THE PROJECT MANAGER.** The Project Manager has the authority to act on behalf of the Department on all matters regarding the contract and the work that are not reserved for the Chairman. The Project Manager's authority is vested exclusively in the Project Manager except when specific authority to act for the Project Manager has been delegated to a specific person or persons. Such delegation of authority may be established by the Contract Documents; otherwise, it is not effective or binding upon the Department until such written notification of the delegation is received by the Contractor.
- 5.3 **AUTHORITY OF THE INSPECTOR**
- 5.3.1 The Inspector shall observe and inspect the contract performance and materials. The Inspector does not have any authority vested in the Project Manager unless specifically delegated in writing.
- 5.3.2 The Inspector may offer advice and recommendations to the Contractor, but any such advice or recommendations are not directives from the Project Manager.
- 5.3.3 The Inspector has no authority to allow deviations from the Contract Documents and may reject any and all work that the Inspector deems is not in conformity with the contract requirements. Failure of an Inspector at any time to reject non-conforming work shall not be considered a waiver of the Department's right to require work in strict conformity with the Contract Documents as a condition of final acceptance.
- 5.4 **AUTHORITY OF CONSULTANT(S).** The Department may engage Consultant(s) for limited or full observation to supplement the inspections performed by the Department and respective Counties. Unless otherwise specified in writing to the Contractor, such retained Consultant(s) will have the authority of an Inspector.
- 5.5 **SHOP DRAWINGS AND OTHER SUBMITTALS.** The following documents shall be submitted where required by the Contract Documents:
- 5.5.1 **SHOP DRAWING**
- (a) The Contractor shall prepare, thoroughly check, and approve all shop drawings, including those prepared by subcontractors or any other persons. The Contractor shall indicate its approval by stamping and signing each drawing. Any shop drawing submitted without being reviewed, stamped and signed will be considered as not having been submitted, and any delay caused thereby shall be the Contractor's responsibility.

- (b) Shop drawings shall indicate in detail all parts of an item of work, including erection and setting instructions and engagements with work of other trades or other separate contractors. Shop drawings for structural steel, millwork and pre-cast concrete shall consist of calculations, fabrication details, erection drawings and other working drawings to show the details, dimensions, sizes of members, anchor bolt plans, insert locations and other information for the complete fabrication and erection of the structure to be constructed.
- (c) The Contractor shall be responsible for the design of all structural curtain walls, all connections and fasteners for structural steel and architectural and structural precast concrete. Curtain walls, connections and fasteners shall be designed by a licensed professional Manager to carry the indicated or necessary loads. The precast concrete pieces shall be designed to withstand erection, transportation and final loading stresses. All calculations shall be performed by a licensed professional Manager and submitted to the Project Manager for review.
- (d) The cost of shop drawings or any other submittal shall not be a separate or individual pay item. All costs of furnishing shop drawings required by the contract shall be included in the price agreed to be paid for the various contract items of work, and no additional allowances will be made therefor.
- (e) All shop drawings as required by the contract, or as determined by the Project Manager to be necessary to illustrate details of the Work shall be submitted to the Project Manager with such promptness as to cause no delay in the work or in that of any other Contractor. Delay caused by the failure of the Contractor to submit shop drawings on a timely basis to allow for review, possible resubmittal and acceptance will not be considered as a justifiable reason for a contract time extension. Contractor, at its own risk, may proceed with the work affected by the shop drawings before receiving acceptance; however the Department shall not be liable for any costs or time required for the correction of work done without the benefit of accepted shop drawings.
- (f) It is the Contractor's obligation and responsibility to check all of its and its subcontractor's shop drawings and be fully responsible for them and for coordination with connecting and other related work. The Contractor shall prepare, and submit to the Project Manager coordination drawings showing the installation locations of all plumbing, piping, duct and electrical work including equipment throughout the project. By approving and submitting shop drawings, the Contractor thereby represents that it has determined and verified all field measurements and field construction criteria, or will do so, and that it has checked and coordinated each shop drawing with the requirements of the work and the contract documents. When shop drawings are prepared and processed before field measurements and field construction criteria can be or have been determined or verified, the Contractor shall make all necessary adjustments in the work or resubmit further shop drawings, all at no change in contract price or time.

5.5.1.1 **SHOP DRAWING FORM.** Each drawing and/or series of drawings submitted must be accompanied by a letter of transmittal giving a list of the titles and number of the drawings. Each series shall be numbered consecutively for ready reference and each drawing shall be marked with the following information:

- (a) Date of Submission
- (b) Name of Project
- (c) Project Number
- (d) Location of Project
- (e) Name of submitting Contractor and Subcontractor
- (f) Revision Number
- (g) Specification and/or any drawing reference by article or sheet number.

- 5.5.1.2 No shop drawing shall be smaller than 24" x 36" nor larger than 28" x 42". At the determination of the Project Manager, each sheet of drawings for the submittal shall consist of either (1) reproducible transparency and three ozalid prints; or (2) six ozalid prints 5.5.1.3 The Department will not be responsible for any cost of modifying/adjusting precast structures to fit the final as-built design, actual field conditions and finished work. To this end, the Contractor shall follow the following procedures:
- (a) Submit shop drawings for general design conformity for approval. Delay precasting operations.
 - (b) Start infrastructure work. Expose, check grade and install improvements requiring precast structures. Resubmit shop drawings with schedule for all structures indicating required deviations, correct and final inverts, depths, openings, special reinforcing and details, alignments, correct configurations, tops, grating, etc. The Contractor shall submit a schedule for the precasting work. Precast operations may commence based on approved shop drawings. During precast operations, the Project Manager may inspect the operations at least once per differing group of structures. The Contractor shall assume all risks and costs associated with modifying/adjusting the precast structures due to incomplete field verification, premature analysis and shop drawings.
- 5.5.2 **DESCRIPTIVE SHEETS AND OTHER SUBMITTALS.** When a submittal is required by the contract, the Contractor shall submit to the Project Manager eight (8) complete sets of descriptive sheets such as brochures, catalogs, illustrations, etc., which will completely describe the material, product, equipment, furniture or appliances to be used in the project as shown in the drawings and specifications. Prior to the submittal, the Contractor will review and check all descriptive sheets for conformity to the contract requirements and indicate such conformity by marking or stamping and signing each sheet. It is the responsibility of the Contractor to submit descriptive sheets for review and acceptance by the Project Manager as required at the earliest possible date after the date of award in order to meet the construction schedule. Delays caused by the failure of the Contractor to submit descriptive sheets as required will not be considered as justifiable reasons for contract time extension. The submittal shall list the seven (7) items of information as listed in Subsection 5.5.1, Shop Drawing.
- 5.5.3 **MATERIAL SAMPLES AND COLOR SAMPLES.** Prior to their submittal, all color samples and material shall be assembled and presented as required by the Department. When sample submittals are required by the contract, the Contractor shall review, approve, indicate its approval and submit to the Project Manager samples of the materials to be used in the project and color selection samples. It is the responsibility of the Contractor to submit material and color samples for review as required at the earliest possible date after the date of award in order to meet the construction schedule. Delays caused by the failure of the Contractor to submit material and color samples will not be considered as justifiable reasons for contract time extension. The submittal shall list the seven (7) items of information as listed in Subsection 5.5.1, Shop Drawing.
- 5.5.4 **SUBMITTAL VARIANCES.** The Contractor shall include with the submittal, written notification clearly identifying all deviations or variances from the contract drawings, specifications and other Contract Documents. The notice shall be in a written form separate from the submittal. The variances shall also be clearly indicated on the shop drawing, descriptive sheet, material sample or color sample. Failure to so notify of and identify such variances shall be grounds for the subsequent rejection of the related work or materials, notwithstanding that the submittal was accepted by the Project Manager. If the variances are not acceptable to the Project Manager, the Contractor will be

required to furnish the item as specified or indicated on the Contract Documents at no additional cost or time.

- 5.5.5 **REVIEW AND ACCEPTANCE PROCESS.** The Project Manager shall check shop drawings and within forty-five (45) days of receipt return them to the Contractor unless otherwise agreed between the Contractor and the Department. Submittals required for work to be installed within the first sixty days after the notice to proceed shall be returned by the Project Manager within twenty (20) days. If the volume of shop drawings submitted at any time for review is unusually large, the Contractor may inform the Project Manager of its preferred order for review and the Project Manager shall use reasonable efforts to accommodate the Contractor's priorities.
- 5.5.5.1 The acceptance by the Project Manager of the Contractor's submittal relates only to their sufficiency and compliance with the intention of the contract. Acceptance by the Project Manager of the Contractor's submittal does not relieve the Contractor of any responsibility for accuracy of dimensions, details, and proper fit, and for agreement and conformity of submittal with the Contract Drawings and Specifications. Nor will the Project Manager's acceptance relieve the Contractor of responsibility for variance from the Contract Documents unless the Contractor, at the time of submittal, has provided notice and identification of such variances required by this section. Acceptance of a variance shall not justify a contract price or time adjustment unless the Contractor requests such an adjustment at the time of submittal and the adjustment are explicitly agreed to in writing by the Department. Any such request shall include price details and proposed scheduling modifications. Acceptance of a variance is subject to all contract terms, stipulations and covenants, and is without prejudice to any and all rights under the surety bond.
- 5.5.5.2 If the Project Manager returns a submittal to the Contractor that has been rejected, the Contractor, so as not to delay the work, shall promptly make a resubmittal conforming to the requirements of the Contract Documents and indicating in writing on the transmittal and the subject submittal what portions of the resubmittal has been altered in order to meet the acceptance of the Project Manager. Any other differences between the resubmittal and the prior submittal shall also be specifically described in the transmittal.
- 5.5.5.3 No mark or notation made by the Project Manager or Consultant(s) on or accompanying the return of any submittal to the Contractor shall be considered a request or order for a change in work. If the Contractor believes any such mark or notation constitutes a request for a change in the work for which it is entitled to an adjustment in contract price and/or time, the Contractor must follow the same procedures established in Section 4.2, **CHANGES** for oral orders, directions, instructions, interpretations or determinations from the Project Manager or else lose its right to claim for an adjustment.
- 5.6 **COORDINATION OF CONTRACT DOCUMENTS.** It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. The Contract Documents are complementary: any requirement occurring in one document is as binding as though occurring in all. In the event of conflict or discrepancy the priorities stated in the following Subsections shall govern:
- 5.6.1 Addenda shall govern over all other Contract Documents. Subsequent addenda issued shall govern over prior addenda only to the extent specified.
- 5.6.2 Special Conditions and Proposal shall govern over the General Conditions and Specifications.

- 5.6.3 Specifications shall govern over drawings.
- 5.6.4 Specification Error - Should an error or conflict appear within the specification, the Contractor shall immediately notify the Project Manager. The Project Manager shall promptly issue instructions as to procedure. Any requirement occurring in one or more parts of the specification is as binding as though occurring in all applicable parts.
- 5.6.4.1 Should an error or conflict appear within a specification section, between a listed manufacturer / product and the performance requirements of the specification section, the performance requirements shall govern.
- 5.6.5 DRAWINGS
- 5.6.5.1 Schedules shall govern over all other notes and drawings.
- 5.6.5.2 Bottom elevations of footings shown on drawings shall govern over a general note such as: "All footings shall rest on firm, undisturbed soil and extend a minimum of a certain number of feet into natural or finish grade, whichever is lower." In the event the footing must be lowered below the bottom elevation shown, the Contractor shall be entitled to additional payment as provided in Section 4.2, CHANGES. In the event the footing is raised above the bottom elevation shown, the Department shall be entitled to a credit as provided in Section 4.2, CHANGES.
- 5.6.5.3 When a bottom of pile, drilled shaft, piling or cofferdam is shown as an estimated or approximate elevation, the Contractor shall plan and construct to that elevation or to any deeper elevation required by the plans or the direction by the Project Manager. The Project Manager, at the Project Manager's sole discretion, may order in writing termination of all or part of the work above the estimated or approximate elevation.
- 5.6.5.4 Except for drawing schedules and bottom elevations as noted above, general notes shall govern over all other portions of the drawings:
- 5.6.5.5 Larger scale drawings shall govern over smaller scale drawings.
- 5.6.5.6 Figured or numerical dimensions shall govern over dimensions obtained by scaling. Measurements from the drawings when scaled shall be subject to the approval of the Project Manager.
- 5.6.5.7 In cases of discrepancies in the figures or drawings, the discrepancies shall be immediately referred to the Project Manager without whose decision said discrepancy shall not be corrected by the Contractor save at its own risk and in the settlement of any complications arising from such adjustment without the knowledge and consent of the Project Manager, the Contractor shall bear all extra expense involved.
- 5.6.5.8 Items shown on the drawings that are completely void in terms of description, details, quality and / or performance standards in both the Drawings and Specifications to make a price determination shall be considered an omission and the Contractor shall immediately refer same to the Project Manager for a decision.
- 5.6.5.9 Where there is a conflict between the architectural sheets and the civil or landscaping or electrical sheets, etc., the conflict shall be considered a discrepancy and the Contractor shall immediately refer same to the Project Manager for a decision.

- 5.6.5.10 Any requirement occurring in one or more of the sheets is as binding as though occurring in all applicable sheets.
- 5.7 INTERPRETATION OF DRAWINGS AND SPECIFICATIONS. The Contractor shall carefully study and compare the Contract Documents with each other, with field conditions and with the information furnished by the Department and shall at once report to the Project Manager errors, conflicts, ambiguities, inconsistencies or omissions discovered. Should an item not be sufficiently detailed or explained in the Contract Documents, Contractor shall report and request the Project Manager's clarification and interpretation. The Project Manager will issue a final clarification or final interpretation.
- 5.8 EXAMINATION OF DRAWINGS, SPECIFICATIONS, PROJECT SITE
- 5.8.1 The Contractor shall examine carefully the Project Site to become familiar with the conditions to be encountered in performing the Work and the requirements of the Contract Documents.
- 5.8.1.1 No extra compensation will be given by reason of the Contractor's misunderstanding or lack of knowledge of the requirements of the Work to be accomplished or the conditions to be encountered in performing the project.
- 5.8.1.2 No extra compensation will be given by reason of the Contractor's misunderstanding or lack of knowledge when the existence of differing site, subsurface or physical conditions could have been reasonably discovered or revealed as a result of any examination, investigation, exploration, test or study of the site and contiguous areas required by the bidding requirements or contract documents to be conducted by or for the Contractor.
- 5.8.2 When the contract drawings include a log of test borings showing a record of the data obtained by the Department's investigation of subsurface conditions, said log represents only the opinion of the Department as to the character of material encountered in its test borings and at only the location of each boring. The Contractor acknowledges that underground site conditions in Hawaii vary widely. There is no warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the work or any part of it, or that other conditions may not occur.
- 5.8.3 Reference is made to the Special Conditions for identification of subsurface investigations, reports, explorations and tests utilized by the Department in preparation the Contract Documents. Such reports, drawings, boring logs etc., if any, are not part of the Contract Documents.
- 5.9 COOPERATION BETWEEN THE CONTRACTOR AND THE DEPARTMENT
- 5.9.1 FURNISHING DRAWINGS AND SPECIFICATIONS. Contractor will be supplied copies of the Contract Drawings and Specifications as specified in the General Requirements. Contractor shall have and maintain at least one unmarked copy of the Contract Drawings and Specifications on the work site, at all times. Contractor shall cooperate with the Project Manager, the Inspector(s), and other contractors in every possible way.

- 5.9.2 SUPERINTENDENT. The Contractor shall have a competent superintendent on the work site as its designated agent. The superintendent shall be able to read and understand the project plans and specifications and shall be experienced in the type of project being undertaken and the work being performed. The superintendent shall receive instructions from the Project Manager or its authorized representative. The Contractor shall authorize the superintendent to (a) execute the orders and directions of the Project Manager or its authorized representative without delay and (b) promptly supply such materials, equipment, tools, labor and incidentals as may be required to complete the project within the prescribed contract time. The Contractor shall furnish a superintendent regardless of the amount of project work sublet.
- 5.9.2.1 If the superintendent or agent is not present at the work site, the Project Manager shall have the right to suspend the work as described under Section 7.24, SUSPENSION OF WORK.
- 5.9.2.2 The Contractor shall file with the Project Manager a written statement giving the name of the superintendent or agent assigned to the project. The Contractor shall be responsible for notifying the Project Manager in writing of any change in the superintendent or agent.
- 5.9.2.3 The requirements of this Subsection 5.9.2, SUPERINTENDENT may be waived by the Project Manager.
- 5.9.3 MANAGERING WORK. The Contractor shall properly and accurately lay out the work, perform all Managering work, and furnish all Managering materials and equipment required to establish and maintain all lines, grades, dimensions and elevations called for in the drawings or required in the progress of construction, unless otherwise noted in the contract documents. The Contractor will be held definitely and absolutely responsible for any errors in lines, grades, dimensions and elevations and shall at once, on instruction from the Project Manager, correct and make good such errors or any errors, or faults in the work resulting from errors in Managering performed under the requirements of its contract to the entire satisfaction of the Project Manager. Full compensation for the work shall be included in the prices paid for contract items of work. No additional allowance will be made for the correction of incorrect Managering work.
- 5.9.3.1 The Project Manager shall furnish the requisite bench elevations.
- 5.9.3.2 The Contractor shall locate and verify all lines, grades, dimensions and elevations indicated on the drawings before any excavation, or construction begins. Any discrepancy shall be immediately brought to the attention of the Project Manager; any change shall be made in accordance with the Project Manager's instruction.
- 5.9.3.3 The Contractor shall verify all street survey monuments (horizontal and vertical alignment) prior to final acceptance by the Project Manager in accordance with any governmental requirements.
- 5.9.3.4 The Contractor shall provide a surveyor or Civil Manager licensed in the State of Hawaii to verify and establish all lines, grades, dimensions and elevations.

- 5.9.4 **USE OF STRUCTURE OR IMPROVEMENT.** The Department shall have the right, at any time during construction of the structure or improvements, to enter same for the purpose of installing by government labor or by any other Contractor or utility any necessary work in connection with the installation of facilities, it being mutually understood and agreed, however, that the Contractors, utilities and the Department will, so far as possible work to the mutual advantage of all, where their several works in the above mentioned or in unforeseen instances touch upon or interfere with each other. As a convenience to those involved, the Project Manager shall allocate the work and designate the sequence of construction in case of controversy between Contractors on separate projects under Department jurisdiction.
- 5.9.4.1 The Department shall also have the right to use the structure, equipment, improvement or any part thereof, at any time after it is considered by the Project Manager as available. In the event that the structure, equipment or any part thereof is so used, the Department shall be responsible for all expenses incidental to such use and any damages resulting from the Department's use.
- 5.9.4.2 Equipment warranty will commence to run before the work is complete when and if the Department begins actual use of the equipment for the purpose for which the equipment was designed and installed.
- 5.9.4.3 If the Department enters the structure for construction and/or occupancy and the Contractor is delayed because of interference by the Department or by extra work resulting from damage which the Contractor is not responsible for, or by extraordinary measures the Contractor must take to accommodate the Department, the Contractor shall be granted an extension of time in accordance with Section 7.21, **CONTRACT TIME**. However, if such use increases the cost or delays the completion of the remaining portions of work, the Contractor shall be entitled to such extra compensation or extension of time or both, as the Department may determine to be proper. Any additional work necessary will be paid in accordance with Section 8.3, **PAYMENT FOR ADDITIONAL WORK**.
- 5.10 **INSPECTION.** The Project Manager, the Department's consultants, Inspectors employed by the Department and other representatives duly authorized by the Department shall at all times have access to the work during its construction and shall be furnished with every reasonable facility for ascertaining at any time that the materials and the workmanship are in accordance with the requirements and intentions of the contract. All work done and all materials furnished shall be subject to inspection and acceptance.
- 5.10.1 Such inspection and approval may extend to all or part of the Work, and to the preparation, fabrication or manufacture of the materials to be used. By entering into a contract for the supply of materials, equipment or performance of labor in connection with the Work, such Material and Equipment Supplier or Labor Contractor consents to and is subject to the terms of Section 5.9, **COOPERATION BETWEEN THE CONTRACTOR AND THE DEPARTMENT** to the same extent as the Contractor.
- 5.10.2 **AUTHORITY TO SUSPEND OPERATIONS.** The Project Manager shall have the authority to suspend operations of any work being improperly performed by issuing a written order giving the reason for shutting down the work. Should the Contractor disregard such written order, the work done thereafter will not be accepted nor paid for.

- 5.10.3 The inspection of the work shall not relieve the Contractor of any of its obligations to fulfill the contract as prescribed. Notwithstanding prior payment and acceptance by the Project Manager, any defective and nonconforming work shall be corrected to comply with the contract requirements. Unsuitable, unspecified or unapproved materials may be rejected.
- 5.10.4 FEDERAL AGENCY INSPECTION. Projects financed in whole or in part with Federal funds shall be subject to inspection and corrective requirements at all times by the Federal Agency involved at no cost to the Department.
- 5.11 REMOVAL OF DEFECTIVE, NON-CONFORMING AND UNAUTHORIZED WORK
- 5.11.1 All work which has been rejected as not conforming to the requirements of the Contract shall be remedied or removed and replaced by the Contractor in an acceptable manner and no compensation will be allowed for such removal or replacement. Any work done beyond the work limits shown on the drawings and specifications or established by the Project Manager or any additional work done without written authority will be considered as unauthorized and will not be paid for. Work so done may be ordered removed at the Contractor's expense.
- 5.11.2 SCHEDULING CORRECTIVE WORK. The Contractor shall perform its corrective or remedial work at the convenience of the Department and shall obtain the Project Manager's approval of its schedule.
- 5.11.3 FAILURE TO CORRECT WORK. Upon failure on the part of the Contractor to comply promptly with any order of the Project Manager made under the provisions of Section 5.10, the Project Manager shall have authority to cause defective work to be remedied or removed and replaced, and unauthorized work to be removed, at the Contractor's expense, and to deduct the costs from any monies due or to become due the Contractor.
- 5.12 VALUE MANAGERING INCENTIVE (§3-132 HAR amended by Act 149 SLH 1999). On projects with contract amounts in excess of \$250,000 (two hundred fifty thousand dollars), the following Value Managering Incentive Clause shall apply to allow the Contractor to share in cost savings that ensue from cost reduction proposals it submits.
- 5.12.1 The Value Managering Incentive Clause applies to all Value Managering Change Proposals (cost reduction proposals, hereinafter referred to as (VECP) initiated and developed by the Contractor for changing the drawings, designs, specifications or other requirements of this contract. This clause does not however, apply to any VECP unless it is identified as such by the Contractor at the time of its submission to the Project Manager.
- 5.12.2 VALUE MANAGERING CHANGE PROPOSAL (VECP). All VECP must:
- 5.12.2.1 Result in a savings to the Department of at least \$4000 (four thousand dollars) by providing less costly items and without impairing any essential functions and characteristics such as service life, reliability, economy of operation, ease of maintenance and all necessary features of the completed work;
- 5.12.2.2 Require, in order to be applied to this Contract, a change order to this Contract; and
- 5.12.2.3 Not adversely impact on the schedule of performance or the Contract completion date.

- 5.12.3 **VECP REQUIRED INFORMATION.** The VECP will be processed expeditiously and in the same manner as prescribed for any other change order proposal. As a minimum, the following information will be submitted by the Contractor with each proposal:
- 5.12.3.1 A description of the difference between the existing contract requirements and the VECP, and the comparative advantages and disadvantages of each including durability, service life, reliability, economy of operation, ease of maintenance, design safety standards, desired appearance, impacts due to construction and other essential or desirable functions and characteristics as appropriate;
 - 5.12.3.2 An itemization of the requirements of the contract which must be changed if the VECP is adopted and a recommendation as to how to make each such change;
 - 5.12.3.3 An estimate of the reduction in performance costs that will result from adoption of the VECP taking into account the costs of implementation by the Contractor, including any amounts attributable to subcontracts, and the basis for the estimate;
 - 5.12.3.4 A prediction of any effects the VECP would have on other costs to the Department, such as Department furnished property costs, costs of related items, and costs of maintenance and operation over the anticipated life of the material, equipment, or facilities as appropriate; the construction schedule, sequence and time; and bid item totals used for evaluation and payment purposes;
 - 5.12.3.5 A statement of the time by which a change order adopting the VECP must be issued so as to obtain the maximum cost reduction during the remainder of this contract noting any effect on the contract time; and 5.12.3.6 The dates of any previous submissions of the VECP, the numbers of any Government contracts under which submitted and the previous actions by the Government, if known.
- 5.12.4 **REQUIRED USE OF LICENSED ARCHITECT OR MANAGER.** When, in the judgment of the Project Manager, a VECP alters the design prepared by a registered professional architect or Manager, the Contractor shall ensure the changes to be prepared are by or under the supervision of a licensed professional architect or Manager, and stamped and so certified.
- 5.12.5 Unless and until a change order applies a VECP to a contract, the Contractor shall remain obligated to perform in accordance with the terms of the contract and the Department shall not be liable for delays incurred by the Contractor resulting from the time required for the Department's determination of the acceptability of the VECP.
- 5.12.5.1 The determination of the Project Manager as to the acceptance of any VECP under a contract shall be final.
- 5.12.6 **ACCEPTANCE OF VECP.** The Project Manager may accept in whole or in part any VECP submitted pursuant to this section by issuing a change order to the Contract. Prior to issuance of the change order, the Contractor shall submit complete final contract documents similar to those of the original Contract showing the accepted changes and the new design and features as well as the following:
- 5.12.6.1 Design calculations;
 - 5.12.6.2 The design criteria used; and
 - 5.12.6.3 A detailed breakdown of costs and expenses to construct or implement such revisions.

- 5.12.6.4 The change order will identify the final VECP on which it is based.
- 5.12.7 **VECP PRICE ADJUSTMENTS.** When a VECP is accepted under a contract, an adjustment in the contract price shall be made in accordance with Section 4.4, **PRICE ADJUSTMENT**. The adjustment shall first be established by determining the effect on the Contractor's cost of implementing the change, including any amount attributable to subcontractors and to the Department's charges to the Contractor for architectural, Managing, or other consultant services, and the staff time required to examine and review the proposal. The contract price shall then be reduced by fifty percent (50%) of the net estimated decrease in the cost of performance.
- 5.12.8 The Contractor may restrict the Department's right to use the data or information or both, on any sheet of a VECP or of the supporting data, submitted pursuant to this Subsection, if it is stated on that sheet as follows:
- 5.12.8.1 "This data or information or both shall not be disclosed outside the Department or be duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate this VECP. This restriction shall not limit the Department's right to use this data or information or both if obtained from another source, or is otherwise available, without limitations. If this VECP is accepted by the Department by issuance of a change order after the use of this data or information or both in such an evaluation, the Department shall have the right to duplicate, use and disclose any data or information or both pertinent to the proposal as accepted in any manner and for any purpose whatsoever and have others so do."
- 5.12.9 In the event of acceptance of a VECP, the Department shall have all rights to use, duplicate or disclose in whole or in part in any manner and for any purpose whatsoever, and to have or permit others to do so, any data or information or both reasonably necessary to fully utilize such proposal.
- 5.12.10 The Contractor shall submit with each VECP all required information and provide all additional information as may be required by the Project Manager to evaluate and implement the VECP. The cost for preparing the VECP shall be the Contractor's responsibility, and any part of the Contractor's cost for implementing the change shall be due only when the proposal is accepted and a change order is issued.
- 5.12.11 If the service of the Department's architect, Project Manager or consultant is necessary to review and evaluate a VECP, the cost therefor shall be paid for by the Contractor.
- 5.12.12 Each VECP shall be evaluated as applicable to this contract, and past acceptance on another Department project for a similar item shall not be automatic grounds for approval.
- 5.12.13 The method by which the Contractor will share a portion of the cost savings from an accepted VECP shall be for this contract only, and no consideration shall be made for future acquisition, royalty type payment or collateral savings.
- 5.12.13.1 The Department may accept the proposed VECP in whole or in part. The Chairman shall issue a contract change order to identify and describe the accepted VECP.
- 5.13 **SUBCONTRACTS.** Nothing contained in the contract documents shall create a contractual relationship between the Department and any subcontractor.

- 5.13.1 SUBSTITUTING SUBCONTRACTORS. Contractors may enter into subcontracts only with subcontractors listed in the proposal. No subcontractor may be added or deleted and substitutions will be allowed only if the subcontractor:
- 5.13.1.1 Fails, refuses or is unable to enter into a subcontract; or
 - 5.13.1.2 Becomes insolvent; or
 - 5.13.1.3 Has its subcontractor's license suspended or revoked; or
 - 5.13.1.4 Has defaulted or has otherwise breached the subcontract in connection with the subcontracted work; or
 - 5.13.1.5 Is unable to comply with other requirements of law applicable to contractors, subcontractors and public works projects.
- 5.13.2 Requesting Approval to Substitute a Subcontractor. Requests to substitute a subcontractor shall be submitted to the Project Manager for approval. Contractor agrees to hold the Department harmless and indemnify the Department for all claims, liabilities, or damages whatsoever, including attorney's fees arising out of or related to the approval or disapproval of the substitution.
- 5.13.3 The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and the other contract documents insofar as applicable to the work of the subcontractor and to give the Contractor the same rights regarding the termination of a subcontractor as the Department may exercise over the Contractor.
- 5.13.4 The Contractor shall not sponsor any unliquidated subcontractor's claim against the Department and shall defend, indemnify and hold the Department harmless against any direct claims by its subcontractors. Any claim for additional compensation by a subcontractor in connection with the work shall be made only against the Contractor. The Contractor may not assert any such claim against the Department until the liability of the Contractor has been unconditionally established by negotiation, arbitration or litigation, and the amount due the subcontractor has been determined, save for interest due.
- 5.13.5 Once a subcontractor's claim is established, should the Contractor intend to make the claim against the Department, it shall follow the procedure set forth under Section 7.25, DISPUTES AND CLAIMS.
- 5.13.6 SUBCONTRACTING. Contractor shall perform with its own organization, work amounting to not less than twenty percent (20%) of the total contract cost, exclusive of costs for materials and equipment the Contractor purchases for installation by its subcontractors, except that any items designated by the Department in the contract as "specialty items" may be performed by a subcontractor and the cost of any such specialty items so performed by the subcontractor may be deducted from the total contract cost before computing the amount of work required to be performed by the Contractor with its own organization.

~END OF ARTICLE 5~

ARTICLE 6: CONTROL OF MATERIALS AND EQUIPMENT

- 6.1 MATERIALS AND EQUIPMENT. Contractor shall furnish, pay for and install all material and equipment as called for in the drawings and specifications. Materials and equipment shall be new and the most suitable for the purpose intended unless otherwise specified. The Department does not guarantee that the specified or pre-qualified product listed in the drawings and specifications are available at the time of bid or during the contract period.
- 6.2 SOURCE OF SUPPLY AND QUALITY OF MATERIALS
- 6.2.1 Only materials conforming to the drawings and specifications and, when required by the contract have been accepted by the Project Manager, shall be used. In order to expedite the inspection and testing of materials, at the request of the Project Manager, the Contractor shall identify its proposed sources of materials within ten (10) days after notification by the Project Manager.
- 6.2.2 At the option of the Project Manager, the materials may be accepted by the Project Manager at the source of supply before delivery is started. Representative preliminary samples of the character and quantity prescribed shall be submitted by the Contractor or producer for examination and tested in accordance with the methods referred to under samples and tests.
- 6.2.3 PROJECT MANAGER'S AUTHORIZATION TO TEST MATERIALS. Materials proposed to be used may be inspected and tested whenever the Project Manager deems necessary to determine conformance to the specified requirements. The cost of testing shall be borne by the Contractor. However, should test results show that the material(s) is in compliance with the specified requirements; the cost of the testing will be borne by the Department.
- 6.2.4 UNACCEPTABLE MATERIALS. In the event material(s) are found to be unacceptable, the Contractor shall cease their use, remove the unacceptable material(s) that have already been installed or applied, and furnish acceptable materials all at no additional cost to the Department. No material which is in any way unfit for use shall be used.
- 6.3 SUBSTITUTION OF MATERIALS AND EQUIPMENT AFTER BID OPENING
- 6.3.1 SUBSTITUTION OF MATERIALS AND EQUIPMENT BEFORE BID OPENING - Refer to Section 2.7, SUBSTITUTION OF MATERIALS AND EQUIPMENT BEFORE BID OPENING. For materials and equipment submitted in compliance with Section 2.7, SUBSTITUTION OF MATERIALS AND EQUIPMENT BEFORE BID OPENING if after installing the substituted product, an unlisted variance is discovered the Contractor shall immediately replace the product with a specified product at no cost to the Department.
- 6.3.2 SUBSTITUTION AFTER CONTRACT AWARD. Subject to the Project Manager's determination if the material or equipment is equal to the one specified or prequalified, substitution of material or equipment may be allowed after the Letter of Award is issued only:
- 6.3.2.1 If the specified or prequalified item is delayed by unforeseeable contingencies beyond the control of the Contractor which would cause a delay in the project completion; or
- 6.3.2.2 If any specified or prequalified item is found to be unusable or unavailable due to a change by the manufacturer or other circumstances; or

- 6.3.2.3 If the Contractor desires to provide a more recently developed material, equipment, or manufactured model from the same named manufacturer than the one specified or prequalified; or
- 6.3.2.4 If the specified material and / or equipment inadvertently lists only a single manufacturer.
- 6.3.3 A substitution request after the Contract is awarded shall be fully explained in writing. Contractor shall provide brochures showing that the substitute material and / or equipment is equal or better in essential features and also provide a matrix showing comparison of the essential features. Contractor shall justify its request and include quantities and unit prices involved, respective supplier's price quotations and such other documents necessary to fully support the request. Any savings in cost will be credited to the Department. Contractor shall absorb any additional cost for the substitute item(s) or for its installation. Submitting a substitution request, does not imply that substitutions, for brand name specified materials and equipment will be allowed. The Project Manager may reject and deny any request deemed irregular or not in the best interest of the Department. A request for substitution shall not in any way be grounds for an extension of contract time. At the discretion of the Project Manager, a time extension may be granted for an approved substitution.
- 6.4 ASBESTOS CONTAINING MATERIALS. The use of materials or equipment containing asbestos is prohibited under this contract. Contractor warrants that all materials and equipment incorporated in the project are asbestos-free.
- 6.5 TEST SAMPLES
- 6.5.1 The Project Manager may require any or all materials to be tested by means of samples or otherwise. Contractor shall collect and forward samples requested by the Project Manager. Contractor shall not use or incorporate any material represented by the samples until all required tests have been made and the material has been accepted. In all cases, the Contractor shall furnish the required samples without charge. Where samples are required from the completed work, the Contractor shall cut and furnish samples from the completed work. Samples so removed shall be replaced with identical material and refinished. No additional compensation will be allowed for furnishing test samples and their replacement with new materials.
- 6.5.2 Tests of the material samples will be made in accordance with the latest standards of the American Society for Testing and Materials (ASTM), as amended prior to the contract date unless otherwise provided. In cases where a particular test method is necessary or specifications and serial numbers are stipulated, the test shall be made by the method stated in the above-mentioned publication. Where the test reference is the American Association of State Highway and Transportation Officials (AASHTO), it means the specifications and serial numbers of the latest edition and amendments prior to the bid date.
- 6.5.3 The Project Manager may, at no extra cost to the Department retest any materials which have been tested and accepted at the source of supply after the same has been delivered to the work site. The Project Manager shall reject all materials which, when retested, do not meet the requirements of the Contract.
- 6.6 MATERIAL SAMPLES
- 6.6.1 The Contractor shall furnish all samples required by the drawings and specifications or that may be requested by the Project Manager of any and all materials or equipment it proposes to use. Unless specifically required, samples are not to be submitted with the bid.

- 6.6.2 No materials or equipment of which samples are required shall be used on the Work until the Project Manager has received and accepted the samples. If the Contractor proceeds to use such materials before the Project Manager accepts the samples, the Contractor shall bear the risk.
- 6.6.3 Contractor shall furnish two (2) copies of a transmittal letter with each shipment of samples. The letter shall provide a list of the samples, the name of the building or work for which the materials are intended and the brands of the materials and names of the manufacturers. Also, each sample submitted shall have a label indicating the material represented, its place of origin, the names of the producer, the Contractor and the building or work for which the material is intended. Samples of finished materials shall be marked to indicate where the materials represented are required by the drawings or specifications.
- 6.6.4 Acceptance of any sample(s) shall be only for the characteristics or for the uses named in such acceptance and for no other purpose. Acceptance of samples shall not change or modify any contract requirement. All samples will be provided by the Contractor at no extra cost to the Department. See also Section 5.5, SHOP DRAWINGS AND OTHER SUBMITTALS.
- 6.7 NON-CONFORMING MATERIALS. All materials not conforming to the requirements of this contract documents, whether in place or not, shall be rejected and removed immediately from the site of work unless otherwise permitted by the Project Manager in writing. No rejected material which has subsequently been made to conform shall be used unless and until written acceptance has been given by the Project Manager. If the Contractor fails to comply forthwith with any order of the Project Manager made under the provisions of this Section 6.7, NON-CONFORMING MATERIALS the Project Manager shall have the authority to remove and replace non-conforming materials and charge the cost of removal and replacement to the Contractor.
- 6.8 HANDLING MATERIALS. Contractor shall handle all materials to preserve their quality and fitness for work. Transport aggregates from the source or storage site to the work in tight vehicles to prevent loss or segregation of materials after loading and measuring.
- 6.9 STORAGE OF MATERIALS. Contractor shall store all materials to preserve their quality and fitness for the work. Unless otherwise provided, any portion of the project site within the Project Contract Limit not required for public travel may be used for storage purposes and for the Contractor's plant and equipment. Any additional space required shall be provided by the Contractor at its expense subject to the Project Manager's acceptance. Contractor shall store materials on wooden platforms or other hard, clean surfaces and covered to protect it from the weather and damage. Stored materials shall be located to allow prompt inspection.
- 6.10 PROPERTY RIGHTS IN MATERIALS. Nothing in the contract shall be construed to vest in the Contractor any right to any materials and equipment after such materials and equipment have been attached, affixed to, or placed in the work.
- 6.11 ANTITRUST CLAIMS. The STATE and the CONTRACTOR recognized 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 material 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.

~END OF SECTION 6~

ARTICLE 7: PROSECUTION AND PROGRESS (Including Legal Relations and Responsibility)

7.1 PROSECUTION OF THE WORK

- 7.1.1 After approval of the Contract by the Chairman, a Notice to Proceed will be given to the Contractor as described in Section 3.10, NOTICE TO PROCEED. The Notice to Proceed will indicate the date the Contractor is expected to begin the construction and from which date contract time will be charged.
- 7.1.2 The Contractor shall begin work no later than ten (10) working days from the date in the Notice to Proceed and shall diligently prosecute the same to completion within the contract time allowed. The Contractor shall notify the Project Manager at least three (3) working days before beginning work.
- 7.1.3 If any subsequent suspension and resumption of work occurs, the Contractor shall notify the Project Manager at least twenty-four (24) hours before stopping or restarting actual field operations.
- 7.1.4 **WORKING PRIOR TO NOTICE TO PROCEED.** The Contractor shall not begin work before the date in the Notice to Proceed. Should the Contractor begin work before receiving the Notice to Proceed, any work performed in advance of the specified date will be considered as having been done at the Contractor's risk and as a volunteer and subject to the following conditions:
 - 7.1.4.1 Under no circumstances shall the Contractor commence work on site until it has notified the Project Manager of its intentions and has been advised by the Project Manager in writing that the project site is available to the Contractor. The project site will not be made available until the Contractor has complied with commencement requirements under Section 7.2, COMMENCEMENT REQUIREMENTS.
 - 7.1.4.2 In the event the contract is not executed, the Contractor shall, at its own expense, do such work as is necessary to leave the site in a neat condition to the satisfaction of the Project Manager. The Contractor shall not be reimbursed for any work performed.
 - 7.1.4.3 All work done prior to the Notice to Proceed shall be performed in accordance with the Contract Documents, but will only be considered authorized work and be paid for as provided in the Contract after the Notice to Proceed is issued.
- 7.1.5 For repairs and/or renovations of existing buildings, unless otherwise permitted by the Project Manager, the Contractor shall not commence with the physical construction unless all or sufficient amount of materials are available for either continuous construction or completion of a specified portion of the work. When construction is started, the Contractor shall work expeditiously and pursue the work diligently until it is complete. If only a portion of the work is to be done in stages, the Contractor shall leave the area safe and usable for the user agency at the end of each stage.
- 7.2 **COMMENCEMENT REQUIREMENTS.** Prior to beginning work on site, the Contractor shall submit the following to the Project Manager:
 - 7.2.1 Identification of the Superintendent or authorized representative on the job site. Refer to Section 5.9, COOPERATION BETWEEN THE CONTRACTOR AND THE DEPARTMENT;
 - 7.2.2 Proposed Working Hours on the job. Refer to Section 7.5, NORMAL WORKING HOURS;

- 7.2.3 Permits and Licenses. Refer to Section 7.4, PERMITS AND LICENSES;
- 7.2.4 Schedule of Prices to be accepted for the agreed Monthly Payment Application. Unless the proposal provides unit price bids on all items in this project, the successful Bidder will be required, after the award of contract, to submit a schedule of prices for the various items of construction included in the contract. For projects involving more than a single building and / or facility, the breakdown cost shall reflect a separate schedule of prices for the various items of work for each building and/or facility. The sum of the prices submitted for the various items must equal the lump sum bid in the Bidder's proposal. This schedule will be subject to acceptance by the Project Manager who may reject same and require the Bidder to submit another or several other schedules if in the Project Manager's opinion the prices are unbalanced or not sufficiently detailed. This schedule of prices shall be used for the purpose of determining the value of monthly payments due the Contractor for work installed complete in place; and may be used as the basis for determining cost and credit of added or deleted items of work, respectively;
- 7.2.4.1 The Contractor shall estimate at the close of each month the percentage of work completed under each of the various construction items during such month and submit the Monthly Payment Application to the Project Manager for review and approval. The Contractor shall be paid the approved percentage of the price established for each item less the retention provided in Section 8.4, PROGRESS AND/OR PARTIAL PAYMENTS; and
- 7.2.5 PROOF OF INSURANCE COVERAGE. Certificate of Insurance or other documentary evidence satisfactory to the Project Manager that the Contractor has in place all insurance coverage required by the contract. Refer to Section 7.3, INSURANCE REQUIREMENTS.
- 7.2.6 Until such time as the above items are processed and approved, the Contractor shall not be allowed to commence on any operations unless authorized by the Project Manager.
- 7.3 INSURANCE REQUIREMENTS
- 7.3.1 OBLIGATION OF CONTRACTOR. Contractor shall not commence any work until it obtains, at its own expense, all required herein insurance. Such insurance shall be provided by an insurance company authorized by the laws of the State to issue such insurance in the State of Hawaii. Coverage by a "Non-Admitted" carrier is permissible provided the carrier has a Best's Rating of "A-VII" or better.
- 7.3.2 All insurance described herein will be maintained by the Contractor for the full period of the contract and in no event will be terminated or otherwise allowed to lapse prior to written certification of final acceptance of the work by the Department.

- 7.3.3 Certificate(s) of Insurance acceptable to the Department shall be filed with the Project Manager prior to commencement of the work. Certificates shall identify if the insurance company is a “captive” insurance company or a “Non-Admitted” carrier to the State of Hawaii. The Best’s rating must be stated for the “Non-Admitted” carrier. Certificates shall contain a provision that coverage(s) being certified will not be cancelled or materially changed without giving the Project Manager at least thirty (30) days prior written notice. The Department is to be named as Additional Insured on any of the required insurance and it shall be so noted on the certificate. Should any policy be cancelled before final acceptance of the work by the Department, and the Contractor fails to immediately procure replacement insurance as specified, the Department, in addition to all other remedies it may have for such breach, reserves the right to procure such insurance and deduct the cost thereof from any money due to the Contractor.
- 7.3.4 Nothing contained in these insurance requirements is to be construed as limiting the extent of Contractor’s responsibility for payment of damages resulting from its operations under this Contract, including the Contractor’s obligation to pay liquidated damages, nor shall it affect the Contractor’s separate and independent duty to defend, indemnify and hold the Department harmless pursuant to other provisions of this Contract. In no instance will the Department’s exercise of an option to occupy and use completed portions of the work relieve the Contractor of its obligation to maintain the required insurance until the date of final acceptance of the work.
- 7.3.5 All insurance described herein shall be primary and cover the insured for all work to be performed under the Contract, all work performed incidental thereto or directly or indirectly connected therewith, including traffic detour work or other work performed outside the work area and all change order work.
- 7.3.6 The Contractor shall, from time to time, furnish the Project Manager, when requested, satisfactory proof of coverage of each type of insurance required covering the work. Failure to comply with the Project Manager’s request may result in suspension of the work, and shall be sufficient grounds to withhold future payments due the Contractor and to terminate the contract for Contractor’s default.
- 7.3.7 TYPES OF INSURANCE. Contractor shall purchase and maintain insurance described below which shall provide coverage against claims arising out of the Contractor’s operations under the Contract, whether such operations be by the Contractor itself or by any subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.
- 7.3.7.1 WORKER’S COMPENSATION. The Contractor shall obtain worker’s compensation insurance for all persons whom they employ in carrying out the work under this contract. This insurance shall be in strict conformity with the requirements of the most current and applicable State of Hawaii Worker’s Compensation Insurance laws in effect on the date of the execution of this contract and as modified during the duration of the contract.
- 7.3.7.2 COMMERCIAL GENERAL LIABILITY INSURANCE AND AUTOMOBILE INSURANCE. Contractor’s commercial general liability insurance and automobile liability insurance shall both be obtained in a combined, single limit of not less than \$1,000,000 (one million dollars) unless otherwise indicated in the Special Conditions per occurrence that shall include coverage for bodily injury, sickness, disease or death of any person, arising directly or indirectly out of, in connection with, the performance of work under this contract.

- 7.3.7.3 The Contractor's property damage liability insurance shall provide for a single combined limit of not less than \$1,000,000 (one million dollars) unless otherwise indicated in the Special Conditions for all damages arising out of injury to or destruction of property of others including the Department's, arising directly or indirectly out of or in connection with the performance of the work under this contract including explosion or collapse.
- 7.3.7.4 The Contractor shall either (a) Require each of its subcontractors to procure and to maintain during the life of its subcontract, subcontractor's comprehensive general liability, automobile liability and property damage liability insurance of the type and in the same amounts specified herein; or (b) Insure the activities of its subcontractors in its own policy.
- 7.3.7.5 BUILDERS RISK INSURANCE. Unless excluded by the Special Conditions of this contract, the Contractor shall provide builder's risk insurance during the progress of the work and until final acceptance by the Department upon completion of the contract. It shall be "All Risk" (including but not limited to earthquake, windstorm and flood damage) completed value insurance coverage on all completed work and work in progress to the full replacement value thereof. Such insurance shall include the Department as an additional named insured. The Contractor shall submit to the Project Manager for its approval all items deemed to be uninsurable. The policy may provide for a deductible in an amount of up to twenty five percent (25%) of the amount insured by the policy. With respect to all losses up to any deductible amount, the relationship between the Contractor and the Department shall be that of insurer and the additional insured respectively as if no deductible existed. The Contractor is responsible for theft, if any item of the contract is stolen prior to, or after installation, until the work is accepted by the Department. Progress payment does not constitute acceptance.
- 7.4 PERMITS AND LICENSES
- 7.4.1 The Department or its representative may process Federal (e.g. Corps of Managers), State and county permit applications. The Contractor shall pick up the preprocessed Permits at the appropriate governmental agency and pay the required fees. Other permits necessary for the proper execution of the work such as utility connection permits, elevator installation permits etc., unless processed by the Department and paid for by the Contractor, shall be obtained and paid for by the Contractor.
- 7.4.2 Until such time as the above permits are approved, the Contractor shall not be allowed to commence any operations without written approval of the Project Manager.
- 7.4.3 The Project Manager reserves the right to waive application and processing of the building permit.
- 7.5 NORMAL WORKING HOURS. Prior to beginning operations, unless otherwise established by the Department, the Contractor shall notify the Project Manager in writing of the time in hours and minutes, A.M. and P.M. respectively, at which it desires to begin and end the day's work. If the Contractor desires to change the working hours, it shall request the Project Manager's approval three (3) consecutive working days prior to the date of the change.
- 7.6 HOURS OF LABOR (§104-2 HRS)

- 7.6.1 No laborer or mechanic employed on the job site of any public work of the Department or any political sub-division thereof shall be permitted or required to work on Saturday, Sunday or a legal holiday of the State or in excess of eight (8) hours on any other day unless the laborer or mechanic receives overtime compensation for all hours worked on Saturday, Sunday and a legal holiday of the State or in excess of eight (8) hours on any other day. For the purposes of determining overtime compensation under this Section 7.6, HOURS OF LABOR (§104-2 HRS) the basic hourly rate of any laborer or mechanic shall not be less than the basic hourly rate determined by the Department of Labor and Industrial Relations to be the prevailing basic hourly rate for corresponding classes of laborers and mechanics on projects of similar character in the Department.
- 7.6.2 Overtime compensation means compensation based on one and one-half times the laborers or mechanics basic hourly rate of pay plus the cost to an employer of furnishing a laborer or mechanic with fringe benefits.
- 7.7 PREVAILING WAGES (State §104-2 HRS & Federal Davis-Bacon)
- 7.7.1 The Contractor shall at all time observe and comply with all provisions of Chapter 104, HRS, the significant requirements of which are emphasized in the Department of Labor and Industrial Relations Publication No. H104-3 entitled "Requirements of Chapter 104, Hawaii Revised Statutes, Wages and Hours of Employees on Public Works Law". The Contractor must also comply with all provisions of Federal Davis-Bacon Act (40 U.S.C. 276-276a-5 and Code of Federal Regulation (CFR) Title 29 and related Acts.
- 7.7.2 WAGE RATE SCHEDULE. The wage rate schedule is not physically enclosed in the bid documents. However, the wage rate schedule is incorporated herein by reference and made a part of the Bid and Contract Documents. The bidder must obtain and use the latest minimum rates ten (10) days prior to the date set for the bid opening of bids. The wage rate schedule may be obtained from the DHHL, Labor Compliance Specialist, 1099 Alakea Street, Suite 2000, Honolulu, Hawaii or, State Department of Labor and Industrial Relations web site: <http://www.loihi@rs.dlir.state.hi.us> or the Federal Department of Labor (Davis- Bacon) wage rate schedule web site: <http://www.wdol.gov>.
- 7.7.3 The Contractor or its subcontractor(s) shall pay all laborers and mechanics employed on the job site, unconditionally and not less often than once a week, and without deduction or rebate on any account except as allowed by law, the full amounts of their wages including overtime, accrued to not more than five (5) working days prior to the time of payment, at wage rates not less than those stated in the contract, regardless of any contractual relationship which may be alleged to exist between the Contractor and subcontractor and such laborers and mechanics. The wages stated in the contract shall not be less than the minimum prevailing wages (basic hourly rate plus fringe benefits), as determined by the Labor and Industrial Relations and published in wage rate schedules. Any increase in wage rates, as determined by the Labor and Industrial Relations and issued in the wage rate schedule, shall be applicable during the performance of the contract, in accordance with Section 104-2(a) and (b), Hawaii Revised Statutes. Notwithstanding the provisions of the original contract, if the of Labor and Industrial Relations determines that prevailing wages have increased during the performance of the contract, the rate of pay of laborers and mechanics shall be raised accordingly.
- 7.7.4 The applicable wage rate schedule shall be physically included in the Contract Documents executed by the successful Bidder.

- 7.7.5 POSTING WAGE RATE SCHEDULE. The rates of wages to be paid shall be posted by the Contractor in a prominent and easily accessible place at the job site and a copy of such wages required to be posted shall be given to each laborer and mechanic employed under the contract by the Contractor at the time the person is employed thereunder, provided that where there is a collective bargaining agreement, the Contractor does not have to provide its employees the wage rate schedules. Any revisions to the schedule of wages issued by the Labor and Industrial Relations during the course of the Contract shall also be posted by the Contractor and a copy provided to each laborer and mechanic employed under the Contract as required above.
- 7.7.6 The Chairman may withhold from the Contractor so much of the accrued payments as the Chairman may consider necessary to pay to laborers and mechanics employed by the Contractor or any subcontractor on the job site. The accrued payments withheld shall be the difference between the wages required by this Contract and the wages actually received by such laborers or mechanics.
- 7.8 FAILURE TO PAY REQUIRED WAGES (§ 104-4, HRS or Federal Davis-Bacon). If the Department finds that any laborer or mechanic employed on the job site by the Contractor or any subcontractor has been or is being paid wages at a rate less than the required rate by the Contract, or has not received their full overtime compensation, the Department may, by written notice to the Contractor, terminate its right, or the right of any subcontractor, to proceed with the work or with the part of the work on which the required wages or overtime compensation have not been paid and may complete such work or part by contract or otherwise, and the Contractor and its sureties shall be liable to the Department for any excess costs occasioned thereby.
- 7.9 PAYROLLS AND PAYROLL RECORDS (§104-3 HRS)
- 7.9.1 A certified copy of each weekly payroll shall be submitted to the Chairman within seven (7) calendar days after the end of each weekly payroll period. Failure to do so on a timely basis shall be cause for withholding of payments, termination of the contract, and/or debarment. The Contractor shall be responsible for the timely submission of certified copies of payrolls of all subcontractors. The certification shall affirm that payrolls are correct and complete, that the wage rates contained therein are not less than the applicable rates contained in the wage determination decision, any amendments thereto during the period of the contract, and that the classifications set forth for each laborer and mechanic conform with the work they performed.
- 7.9.2 Payroll records for all laborers and mechanics working at the site of the work shall be maintained by the General Contractor and its subcontractors, if any, during the course of the work and preserved for a period of four (4) years thereafter. Such records shall contain the name of each employee, their address, their correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid. Such records shall be made available for inspection at a place designated by the Chairman, the U.S. Department of Labor and any authorized persons who may also interview employees during working hours on the job site.
- 7.9.3 Note that the falsification of certifications noted in this Section 7.9, PAYROLLS AND PAYROLL RECORDS (§104-3 HRS) may subject the Contractor or subcontractor to penalties and debarment under the laws referenced in Section 7.14, LAWS TO BE OBSERVED and / or criminal prosecution.
- 7.10 OVERTIME AND NIGHT WORK

- 7.10.1 Overtime work shall be considered as work performed in excess of eight (8) hours in any one (1) day or work performed on Saturday, Sunday or legal holiday of the State. Overtime and night work are permissible when approved by the Project Manager in writing, or as called for elsewhere within these Contract Documents.
- 7.10.2 OVERTIME NOTIFICATION. Contractor shall inform the Project Manager in writing at least two (2) working days in advance as to exactly what specific work is to be done during any overtime and night period to ensure that proper inspection will be available.
- 7.10.3 In the event that work other than that contained in the above notification is performed and for which the Project Manager determines Department inspection services were necessary but not available because of the lack of notification, the Contractor may be required to remove all such work and perform the work over again in the presence of Department inspection personnel.
- 7.10.4 Any hours worked in excess of the normal eight (8) working hours per day or on Saturdays, Sundays or legal State holidays will not be considered a working day.
- 7.10.5 The Department hereby reserves the right to cancel the overtime, night, Saturday, Sunday or legal State holiday work when it is found that work during these periods is detrimental to the public welfare or the user agency.
- 7.11 OVERTIME AND NIGHT PAYMENT FOR DEPARTMENT INSPECTION SERVICE
- 7.11.1 Whenever the Contractor's operations require the Department's inspection and staff personnel to work overtime or at night, the Contractor shall reimburse the Department for the cost of such services unless otherwise instructed in the Contract. The Project Manager will notify the Contractor of the minimum number of required Department employees and other personnel engaged by the Department prior to the start of any such work. The costs chargeable to the Contractor shall include but not be limited to the following:
- 7.11.1.1 The cost of salaries which are determined by the Department and includes overtime and night time differential for the Department's staff and inspection personnel. In addition to the cost of the salaries, the Contractor shall reimburse the Department's share of contributions to the employee's retirement, medical plan, social security, vacation, sick leave, worker's compensation funds, per diem, and other applicable fringe benefits and overhead expenses;
- 7.11.1.2 The transportation cost incurred by the Department's staff and inspection personnel which are based on established rental rates or mileage allowance in use by the Department for the particular equipment or vehicle; and/or
- 7.11.1.3 Fees and other costs billed the Department by Consultants engaged on the project for overtime and/or night time work.
- 7.11.2 PAYMENT FOR INSPECTION SERVICES. The monies due the Department for staff and inspection work and use of vehicles and equipment as determined in Subsection 7.11.1, OVERTIME AND NIGHT PAYMENT FOR DEPARTMENT INSPECTION SERVICE shall be deducted from the monies due or to become due the Contractor. In any and all events, the Contractor shall not pay the Department's employees directly.
- 7.12 LIMITATIONS OF OPERATIONS

- 7.12.1 Contractor shall at all times conduct the work in such manner and in such sequence as will ensure the least practicable interference with pedestrian and motor traffic passageways. The Contractor shall furnish convenient detours and provide and plan other appropriate signs, flashers, personnel, warnings, barricades and other devices for handling pedestrian and motor traffic.
- 7.12.2 In the event that other contractors are also employed on the job site, the Contractor shall arrange its work and dispose of materials so as not to interfere with the operations of the other contractors engaged upon adjacent work. The Contractor shall join its work to that of others and existing buildings in a proper manner, and in accordance with the drawings and specifications, and perform its work in the proper sequence in relation to that of others, all as may be directed by the Project Manager.
- 7.12.3 Each Contractor shall be responsible for any damage done by it to work performed by another contractor. Each Contractor shall conduct its operations and maintain the work in such condition that no fugitive dust shall be created and adequate drainage shall be in effect at all times.
- 7.12.4 In the event that the Contractor fails to prosecute its work as provided in this Section 7.12, LIMITATIONS OF OPERATIONS or disregards the directions of the Project Manager, the Project Manager may suspend the work until such time as the Contractor provides for the prosecution of the work with minimum interference to traffic and passageways or other contractors, dust control, adequate drainage, the repair of damage and complies with the direction of the Project Manager. No payment will be made to the Contractor for the costs of such suspension.
- 7.13 ASSIGNMENT OR CHANGE OF NAME (§3-125-14 HAR)
- 7.13.1 SUBCONTRACTS AND ASSIGNMENT. 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 of Taxation, State of Hawaii, showing that all delinquent taxes, if any, levied or accrued under state law 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.
- 7.13.2 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:
- 7.13.2.1 The Assignee assumes all of the CONTRACTOR's obligations;
- 7.13.2.2 The CONTRACTOR remains liable for all obligations under this Contract but waives all rights under this Contract as against the STATE; and
- 7.13.2.3 The CONTRACTOR shall continue to furnish, and the Assignee shall also furnish, all required bonds.

- 7.13.3 **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 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.
- 7.13.4 **REPORTS.** All assignment Contracts and amendments to this Contract effecting changes of the CONTRACTOR's name or novations hereunder shall be reported to the CPO within thirty days of the date that the assignment Contract or amendment becomes effective.
- 7.13.5 **ACTIONS AFFECTING MORE THAN ONE PURCHASING AGENCY.** Notwithstanding the provisions of Subsections 7.13.2 through 7.13.4 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.
- 7.14 **LAWS TO BE OBSERVED.** 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.
- 7.14.1 The Contractor at all times shall observe and comply with all Federal, State and local laws or ordinances, rules and regulations which in any manner affect those engaged or employed in the work, the materials used in the work, and the conduct of the work. The Contractor shall also comply with all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the work. Any reference to such laws, ordinances, rules and regulations shall include any amendments thereto before and after the date of this Contract.
- 7.14.2 The Contractor shall defend, protect, hold harmless and indemnify the State and its departments and agencies and all their officers, representatives, employees or agents against any claim or liability arising from or based on the violation of any such laws, ordinances, rules and regulations, orders or decrees, whether such violation is committed by the Contractor or its Subcontractor(s) or any employee of either or both. If any discrepancy or inconsistency is discovered in the contract for the work in relation to any such laws, ordinances, rules and regulations, orders or decrees, the Contractor shall forthwith report the same to the Project Manager in writing.
- 7.14.3 While the Contractor must comply with all applicable laws, attention is directed to: Wage and Hours of Employees on Public Works, Chapter 104, Hawaii Revised Statutes (HRS); Hawaii Public Procurement Code, Authority to debar or suspend, Section 103D-702, HRS; Hawaii Employment Relations Act, Chapter 377, HRS; Hawaii Employment Security Law, Chapter 383, HRS; Worker's Compensation Law, Chapter 386, HRS; Wage and Hour Law, Chapter 387, HRS; Occupational Safety and Health, Chapter 396, HRS; and Authority to Debar or Suspend, Chapter 126, subchapter 2, Hawaii Administrative Rules (HAR).
- 7.14.4 **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.

- 7.15 PATENTED DEVICES, MATERIALS AND PROCESSES. If the Contractor 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 shall defend, protect, 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 attorney' 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 design, patented device, patented process, patented appliance or patented material in connection with this Contract. The Contractor shall be solely responsible for correcting or curing to the satisfaction of the DHHL any such infringement or improper or unauthorized use, including, without limitation: (a) furnishing at no cost to the DHHL a substitute article, design, device, process, appliance or material acceptable to the DHHL; (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 arrangement with the patent holder as may be necessary to correct or cure any such infringement or improper or unauthorized use. This section shall not apply to any article, design, device, material, appliance or process covered by letters of patent or copyright, which the Contractor is required to use by the Drawings or Specifications.
- 7.16 SANITARY, HEALTH AND SAFETY PROVISIONS
- 7.16.1 The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of its employees as may be necessary to comply with the requirements of the State and local boards of health, or other bodies or tribunals having jurisdiction. Unless otherwise stated in the drawings or specifications, the Contractor shall install toilet facilities conveniently located at the job site and maintain same in a neat and sanitary condition for the use of the employees on the job site for the duration of the Contract. The toilet facilities shall conform to the requirements of the State Department of Health. The cost of installing, maintaining and removing the toilet facilities shall be considered incidental to and paid for under various contract pay items for work or under the lump sum bids as the case may be, and no additional compensation will be made therefor. These requirements shall not modify or abrogate in any way the requirements or regulations of the State Department of Health.
- 7.16.2 Attention is directed to Federal, State and local laws, rules and regulations concerning construction safety and health standards. The Contractor shall not require any worker to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to their health or safety.
- 7.17 PROTECTION OF PERSONS AND PROPERTY
- 7.17.1 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 the safety of, and shall provide reasonable protection to prevent damage, injury or loss to:
- 7.17.1.1 All persons on the Work site or who may be affected by the Work;
- 7.17.1.2 All 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 and its subcontractors; and

- 7.17.1.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavement, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- 7.17.2 Contractor shall give notices and comply with applicable laws, ordinances, regulations, rules, and lawful orders of any public body having jurisdiction for the safety of persons or property or their protection from damage, injury or loss; and the Contractor shall erect and maintain reasonable safeguards for safety and protection, including posting danger signs, or other warnings against hazards.
- 7.17.3 The Contractor shall notify owners of adjacent properties and of underground (or overhead) utilities when performing work which may affect the owners; and shall cooperate with the owners in the protection, removal and replacement of their property.
- 7.17.4 All damage, injury or loss to any property referred to in Subsections 7.17.1.2 and 7.17.1.3 caused by the fault or negligence or damage or loss attributable to acts or omissions directly or indirectly in whole or part by the Contractor a subcontractor or any one directly or indirectly employed by them, or by anyone for whose acts they might be liable, shall be remedied promptly by the Contractor.
- 7.17.5 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the protection of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor.
- 7.17.6 The Contractor shall not load or permit any part of the construction to be loaded so as to endanger its safety. The Contractor shall not injure or destroy trees or shrubs nor remove or cut them without permission of the Project Manager. Contractor shall protect all land monuments and property marks until an authorized agent has witnessed or otherwise referenced their location and shall not remove them until directed.
- 7.17.7 In the event the Contractor encounters on the site, material reasonably believed to be asbestos or other hazard material that has not been rendered harmless, the Contractor shall stop work in the area and notify the Project Manager promptly. The work in the affected area shall be resumed in the absence of hazard materials or when the hazard has been rendered harmless.
- 7.17.8 EMERGENCIES. In an emergency affecting the safety and protection of persons or the Work or property at the site or adjacent thereto, Contractor without special instructions or authorization from the Project Manager, shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Contractor shall give the Project Manager prompt written notice of the emergency and actions taken. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined under the provisions of Section 7.25, DISPUTES AND CLAIMS.
- 7.18 ARCHAEOLOGICAL SITES
- 7.18.1 Should historic sites such as walls, platforms, pavements and mounds, or remains such as artifacts, burials, concentration of charcoal or shells be encountered during construction, work shall cease in the immediate vicinity of the find and the find shall be protected from further damage. The Contractor shall immediately notify the Project Manager and contact the State Historic Preservation Division which will assess the significance of the find and recommend the appropriate mitigation measures, if necessary.

- 7.18.2 When required, the Contractor shall provide and install any temporary fencing to protect archaeological sites within the project. The fencing shall be installed prior to any construction activity and shall be maintained by the Contractor for the duration of the project. Fence installation and maintenance shall be to the satisfaction of the Project Manager. The Contractor shall remove the fencing upon completion of construction, or as directed by the Project Manager.
- 7.18.3 No work shall be done within the temporary fencing area. If any construction work is done within the temporary fencing, the Contractor shall notify the Project Manager immediately; and if the Contractor entered the archaeological site area without permission, it shall stop work in this area immediately. The Project Manager shall notify the archaeologist to assess any damage to the area. The Contractor shall allow the archaeologist sufficient time to perform the field investigation.
- 7.18.4 Any site requiring data recovery within the project shall not be disturbed until data recovery is completed.
- 7.19 RESPONSIBILITY FOR DAMAGE CLAIMS; INDEMNITY
- 7.19.1 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 therefor, 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 Subsection shall remain in full force and effect notwithstanding the expiration or early termination of this Contract.
- 7.19.2 The Contractor agrees that it will not attempt to hold the State and the Department, their officers, representatives, employees or agents, liable or responsible for any losses or damages to third parties from the action of the elements, the nature of the work to be done under these Contract Documents or from any unforeseen obstructions, acts of God, vandalism, fires or encumbrances which may be encountered in the prosecution of the work.
- 7.19.3 The Contractor shall pay all just claims for materials, supplies, tools, labor and other just claims against the Contractor or any subcontractor in connection with this contract and the surety bond will not be released by final acceptance and payment by the Department unless all such claims are paid or released. The Department may, but is not obligated to, withhold or retain as much of the monies due or to become due the Contractor under this contract considered necessary by the Project Manager to cover such just claims until satisfactory proof of payment or the establishment of a payment plan is presented.
- 7.19.4 The Contractor shall defend, indemnify and hold harmless the State and the Department, their officers, representatives, employees or agents from all suits, actions or claims of any character brought on account of any claims or amounts arising out of or recovered under the Workers' Compensation Laws or violation of any other law, by-law, ordinance, order or decree.
- 7.19.5 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.

7.20 CHARACTER OF WORKERS OR EQUIPMENT

7.20.1 The Contractor shall at all times provide adequate supervision and sufficient labor and equipment for prosecuting the work to full completion in the manner and within the time required by the contract.

7.20.2 Character and Proficiency of Workers - All workers shall possess the proper license and/or certification, job classification, skill and experience necessary to properly perform the work assigned to them. All workmen engaged in special work or skilled work, such as bituminous courses or mixtures, concrete pavement or structures, electrical installation, plumbing installation, or in any trade shall have sufficient experience in such work and in the operation of the equipment required to properly and satisfactorily perform all work. All workers shall make due and proper effort to execute the work in the manner prescribed in these Contract Documents, otherwise, the Project Manager may take action as prescribed herein.

7.20.2.1 Any worker employed on the project by the Contractor or by any subcontractor who, in the opinion of the Project Manager, is not careful and competent, does not perform its work in a proper and skillful manner or is disrespectful, intemperate, disorderly or neglects or refuses to comply with directions given, or is otherwise objectionable shall at the written request of the Project Manager, be removed forthwith by the Contractor or subcontractor employing such worker and shall not be employed again in any portion of the work without the written consent of the Project Manager. Should the Contractor or subcontractor continue to employ, or again employ such person or persons on the project, the Project Manager may withhold all payments which are or may become due, or the Project Manager may suspend the work until the Project Manager's orders are followed, or both.

7.20.3 INSUFFICIENT WORKERS. A sufficient number of workers shall be present to ensure the work is accomplished at an acceptable rate. In addition, the proper ratio of apprentice to journey worker shall be maintained to ensure the work is properly supervised and performed. In the event that the Project Manager finds insufficient workers are present to accomplish the work at an acceptable rate of progress or if a adequate number of journey workers are not present and no corrective action is taken by the Contractor after being informed in writing, the Chairman may terminate the Contract as provided for under Section 7.27, TERMINATION OF CONTRACT FOR CAUSE.

7.20.4 EQUIPMENT REQUIREMENTS. All equipment furnished by the Contractor and used on the work shall be of such size and of such mechanical condition that the work can be performed in an acceptable manner at a satisfactory rate of progress and the quality of work produced will be satisfactory.

7.20.4.1 Equipment used on any portion of the project shall be such that no injury to the work, persons at or near the site, adjacent property or other objects will result from its use.

7.20.4.2 If the Contractor fails to provide adequate equipment for the work, the contract may be terminated as provided under Section 7.27, TERMINATION OF CONTRACT FOR CAUSE.

7.20.4.3 In the event that the Contractor furnishes and operates equipment on a force account basis, it shall be operated to obtain maximum production under the prevailing conditions.

7.21 CONTRACT TIME

7.21.1 Time is of the essence for this Contract.

- 7.21.2 **CALCULATION OF CONTRACT TIME.** When the contract time is on a working day basis, the total contract time allowed for the performance of the work shall be the number of working days shown in the contract plus any additional working days authorized in writing as provided hereinafter. Refer to ARTICLE 1, DEFINITIONS for the definition of Working Day. The count of elapsed working days to be charged against contract time shall begin from the date of the Notice to Proceed and shall continue consecutively to the date of Project Acceptance determined by the Project Manager. When the contract completion time is a fixed calendar date, it shall be the date on which all work on the project shall be completed. Maintenance periods are not included within the contract time unless specifically noted in the Contract Documents. Failure to complete the work by contract completion date shall not terminate the Contract.
- 7.21.3 **MODIFICATIONS OF CONTRACT TIME (§3-125-4 HAR)**
- 7.21.3.1 **EXTENSIONS.** For increases in the scope for work caused by alterations and additional work made under Section 4.2, CHANGES, the Contractor will be granted a time extension only if the changes increase the time of performance for the Contract. If the Contractor believes an extension of time is justified and is not adequately provided for in a Field Order, it must request the additional time sought in writing when the detailed cost breakdown required by Section 4.2, CHANGES, is submitted. The Contractor must show how the time of performance for the critical path will be affected and must also support the time extension request with schedules and statements from its subcontractors, suppliers, and/or manufacturers. Compensation for any altered or additional work will be paid as provided in Section 4.2, CHANGES.
- 7.21.3.2 The Department may direct changes to the work at any time until the work is finally accepted. The issuance of a Field Order at any time may alter or modify the contract duration only by the days specified therein; or if not specified therein, for the days the critical path must be extended for the change. Additional time to perform the extra work will be added to the time allowed in the contract without regard to the date the change directive was issued, even if the contract completion date has passed. A change requiring time will not constitute a waiver of pre-existing Contractor delay.
- 7.21.4 **DELAY FOR PERMITS.** For delays beyond the control of the Contractor in obtaining necessary permits, one day extension for each day delay may be granted by the Project Manager, provided the Contractor notifies the Project Manager that the permits are not available, as soon as the delay occurs. Time extensions shall be the exclusive relief granted on account of such delays. No additional compensation will be paid for these time extensions.
- 7.21.5 **DELAYS BEYOND CONTRACTOR'S CONTROL.** For delays affecting the critical path caused by acts of God, or the public enemy, fire, unusually severe weather, earthquakes, floods, epidemics, quarantine restrictions, labor disputes, freight embargoes and other reasons beyond the Contractor's control, the Contractor may be granted an extension of time provided that:
- 7.21.5.1 The Contractor notifies the Project Manager in writing within five (5) work days after the occurrence of the circumstances described above and states the possible effects on the completion date of the contract.
- 7.21.5.2 No time extension will be granted for weather conditions other than unusually severe weather occurrences, and floods.

- 7.21.5.3 The Contractor, if requested, submits to the Project Manager within ten (10) work days after the request, a written statement describing the delay to the project. The extent of delay must be substantiated as follows:
- (a) State specifically the reason or reasons for the delay and fully explain in a detailed chronology the effect of this delay to the work and/or the completion date;
 - (b) Submit copies of purchase order, delivery tag, and any other pertinent documentation to support the time extension request;
 - (c) Cite the period of delay and the time extension requested; and
 - (d) A statement either that the above circumstances have been cleared and normal working conditions restored as of a certain day or that the above circumstances will continue to prevent completion of the project.
- 7.21.5.4 Time extensions shall be the exclusive relief granted and no additional compensation will be paid the Contractor for such delays.
- 7.21.6 DELAYS IN DELIVERY OF MATERIALS. For delays in delivery of materials and/or equipment which occur as a result of unforeseeable causes beyond the control and without fault or negligence of the Contractor, its subcontractor(s) or supplier(s), the Contractor may be granted an extension of time provided it complies with the following procedures:
- 7.21.6.1 The Contractor must notify the Project Manager in writing within five (5) consecutive working days after it first has any knowledge of delays or anticipated delays and state the effects such delays may have on the completion date of the Contract.
- 7.21.6.2 The Contractor, if requested, must submit to the Project Manager within ten (10) working days after a firm delivery date for the material and equipment is established, a written statement as to the delay to the progress of the project. The delay must be substantiated as follows:
- (a) State specifically the reason or reasons for the delay. Explain in a detailed chronology the effect of this delay to the other work and / or the completion date;
 - (b) Submit copies of purchase order(s), factory invoice(s), bill(s) of lading, shipping manifest(s), delivery tag(s) and any other pertinent correspondence to support the time extension request; and
 - (c) Cite the start and end date of the delay and the days requested therefore. The delay shall not exceed the difference between the originally scheduled delivery date versus the actual delivery date.
- 7.21.6.3 Time extensions shall be the exclusive relief granted and no additional compensation will be paid the Contractor on account of such delay.
- 7.21.7 DELAYS FOR SUSPENSION OF WORK. Delay during periods of suspension of the work by the Project Manager shall be computed as follows:

- 7.21.7.1 When the performance of the work is totally suspended for one (1) or more days (calendar or working days, as appropriate) by order of the Project Manager in accordance with Subsections 7.24.1.1, 7.24.1.2, 7.24.1.4 or 7.24.1.6 the number of days from the effective date of the Project Manager's order to suspend operations to the effective date of the Project Manager's order to resume operations shall not be counted as contract time and the contract completion date will be adjusted. Should the Contractor claim for additional days in excess of the suspension period, Contractor shall provide evidence justifying the additional time. During periods of partial suspensions of the work, the Contractor will be granted a time extension only if the partial suspension affects the critical path. If the Contractor believes that an extension of time is justified for a partial suspension of work, it must request the extension in writing at least five (5) working days before the partial suspension will affect the critical operation(s) in progress. The Contractor must show how the critical path was increased based on the status of the work and must also support its claim, if requested, with statements from its subcontractors. A suspension of work will not constitute a waiver of pre-existing Contractor delay.
- 7.21.8 CONTRACTOR CAUSED DELAYS - No time extension will be considered for the following:
- 7.21.8.1 Delays in performing the work caused by the Contractor, subcontractor and/or supplier;
- 7.21.8.2 Delays in arrival of materials and equipment caused by the Contractor, subcontractor and / or supplier in ordering, fabricating, delivery, etc.;
- 7.21.8.3 Delays requested for changes which the Project Manager determines unjustifiable due to the lack of supporting evidence or because the change is not on the critical path;
- 7.21.8.4 Delays caused by the failure of the Contractor to submit for review and acceptance by the Project Manager, on a timely basis, pricing proposals, shop drawings, descriptive sheets, material samples, color samples, etc. except as covered in Subsection 7.21.5 and 7.21.6;
- 7.21.8.5 Failure to follow the procedure within the time allowed to qualify for a time extension; and
- 7.21.8.6 Days the Contractor is unable to work due to normal rainfall or other normal bad weather day conditions.
- 7.21.9 REDUCTION IN TIME - If the Department deletes any portion of the work, an appropriate reduction of contract time may be made in accordance with Section 4.2, CHANGES.
- 7.22 CONSTRUCTION SCHEDULE
- 7.22.1 The Contractor shall submit its detailed construction schedule to the Project Manager prior to the start of the work. The purpose of the schedule is to allow the Project Manager to monitor the Contractor's progress on the work. The schedule shall account for normal inclement weather, unusual soil or other conditions that may influence the progress of the work, schedules and coordination required by any utility, off or on site fabrications, and all other pertinent factors that relate to progress.

- 7.22.2 Submittal of and the Project Manager's receipt of the construction schedule shall not imply the Department's approval of the schedule's breakdown, its individual elements, and any critical path that may be shown. Any acceptance or approval of the schedule: (1) shall be for general format only and not for sequences or durations thereon; and (2) shall not be deemed an agreement by the Department that the construction means, methods and resources shown on the schedule will result in work that conforms to the contract requirements. The Contractor has the risk of all elements (whether or not shown) of the schedule and its execution.
- 7.22.3 In the event the Contractor submits and the Department receives an accelerated schedule (shorter than the contract time), such will not constitute an agreement to modify the contract time or completion date, nor will the receipt, acceptance or approval of such a schedule incur any obligation by the Department. The Contractor shall be solely responsible for and shall accept all risks and any delays that may materialize during the construction work until the contract completion date is reached. The contract time or completion date is established for the benefit of the Department and cannot be changed without an appropriate change order issued by the Department. All float on an accelerated schedule belongs exclusively to the Department. The Department will not be responsible for or obligated to accept the work before the completion date established by the Contract.
- 7.23 STATEMENT OF WORKING DAYS - For all contracts on a working day basis, the Contractor will submit a statement of the number of working days for each month together with the Monthly Payment Application. The Monthly Payment Application will not be processed without the statement of working days.
- 7.24 SUSPENSION OF WORK (§3-125-7 HAR)
- 7.24.1 PROCEDURE TO BE FOLLOWED. The Chairman may, by written order to the Contractor, at any time and without notice to any surety, suspend the performance of the Work either in whole or in part for any cause, including but not limited to:
- 7.24.1.1 Weather or excess bad weather days, considered unsuitable by the Project Manager for prosecution of the work; or
- 7.24.1.2 Soil Conditions considered unsuitable by the Project Manager for prosecution of the work; or 7.24.1.3 Failure of the Contractor to:
- (a) Correct conditions unsafe for the general public or for the workers;
 - (b) Carry out orders given by the Project Manager;
 - (c) Perform the work in strict compliance with the provisions of the contract; or
 - (d) Provide a qualified Superintendent on the jobsite as described under Subsection 5.9.2, SUPERINTENDENT.
- 7.24.1.4 When any redesign is deemed necessary by the Project Manager; or
- 7.24.1.5 Disturbance due to noise, odors or dust arising from the construction even if such disturbance does not violate the section on Environmental Protection contained in the Contract Documents; or
- 7.24.1.6 The convenience of the Department.

- 7.24.2 **PARTIAL OR TOTAL SUSPENSION OF WORK.** Suspension of work on some but not all items of work shall be considered a partial suspension. Suspension of work on the entire work at the job site shall be considered total suspension. The period of suspension shall be computed as set forth in Subsection 7.21.7, Delays for Suspension of Work.
- 7.24.3 **PAYMENT**
- 7.24.3.1 In the event that the Contractor is ordered by the Chairman in writing as provided herein to suspend all work under the contract in accordance with Subsections 7.24.1.4 or 7.24.1.6, the Contractor may be reimbursed for actual direct costs incurred on work at the jobsite, as authorized in writing by the Chairman, including costs expended for the protection of the work. Payment for equipment which must standby during such suspension of work shall be made as described in clause 8.3.4.5.(e). No payment will be made for profit on any suspension costs. An allowance of five percent (5%) will be paid on any reimbursed actual costs for indirect categories of delay costs, including extended branch and home-office overhead and delay impact costs.
- 7.24.3.2 However, no adjustment to the contract amount or time shall be made under this Section 7.24, **SUSPENSION OF WORK (§3-125-7 HAR)** for any suspension, delay, or interruption:
- (a) To the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor; or
 - (b) For which an adjustment is provided for or excluded under any other provision of this Contract.
- 7.24.3.3 Any adjustment in contract price made pursuant to this subsection shall be determined in accordance with this Section 7.24, **SUSPENSION OF WORK (§3-125-7 HAR)** and Section 4.2, **CHANGES**.
- 7.24.3.4 Claims for such compensation shall be filed with the Project Manager within ten (10) calendar days after the date of the order to resume work or such claims will be waived by the Contractor. Together with the claim, the Contractor shall submit substantiating documents supporting the entire amount shown on the claim. The Chairman may make such investigations as are deemed necessary and shall be the sole judge of the claim and the Chairman's decision shall be final.
- 7.24.4 **CLAIMS NOT ALLOWED.** No claim under this Section 7.24, **SUSPENSION OF WORK (§3-125-7 HAR)** shall be allowed:
- 7.24.4.1 For any direct costs incurred more than twenty (20) days before the Contractor shall have notified the Project Manager in writing of any suspension that the Contractor considers compensable. This requirement shall not apply as to a claim resulting from a suspension order under Subsections 7.24.1.4 or 7.24.1.6; and 7.24.4.2 Unless the claim is asserted in writing within ten (10) calendar days after the termination of such suspension, delay, or interruption, but in no case not later than the date of final payment under the contract.
- 7.24.4.3 No provision of this Section 7.24, **SUSPENSION OF WORK (§3-125-7 HAR)** shall be construed as entitling the Contractor to compensation for delays due to failure of surety, for suspensions made at the request of the Contractor, for any delay required under the Contract, for partial suspension of work or for suspensions made by the Project Manager under the provisions of Subsections 7.24.1.1, 7.24.1.2, 7.24.1.3 and 7.24.1.5.

- 7.25 DISPUTES AND CLAIMS (§3-126-31 HAR). Disputes shall be resolved in accordance with Section 103D-703, HRS, and chapter 126, Procurement Rules, as the same may be amended from time to time.
- 7.25.1 REQUIRED NOTIFICATION. As a condition precedent for any claim, the Contractor must give notice in writing to the Project Manager in the manner and within the time periods stated in Section 4.2, CHANGES for claims for extra compensation, damages, or an extension of time due for one or more of the following reasons:
- 7.25.1.1 Requirements not clearly covered in the Contract, or not ordered by the Project Manager as an extra;
- 7.25.1.2 Failure by the Department and Contractor to agree to an Oral Order or an adjustment in price or contract time for a Field Order or a Change Order (which was not previously agreed on by a Field Order), issued by the Department;
- 7.25.1.3 An action or omission by the Project Manager requiring performance changes beyond the scope of the Contract; and/or
- 7.25.1.4 Failure of the Department to issue a Field Order for controversies within the scope of Section 4.2, CHANGES.
- 7.25.1.5 For any other type of claim, the Contractor shall give notice within the time periods set forth in contract provisions pertaining to that event. If no specific contract provisions pertain to the claim, then the written notice of claim must be submitted within fifteen (15) days of the event giving rise to the claim.
- 7.25.2 CONTINUED PERFORMANCE OF WORK. The Contractor shall at all times continue with performance of the contract in full compliance with the directions of the Project Manager. Continued performance by the Contractor shall not be deemed a waiver of any claim for additional compensation, damages, or an extension of time for completion, provided that the written notice of claim is submitted in accordance with Subsection 7.25.1, REQUIRED NOTIFICATION.
- 7.25.3 The requirement for timely written notice shall be a condition precedent to the assertion of a claim.
- 7.25.4 REQUIREMENTS FOR NOTICE OF CLAIM. The notice of claim shall clearly state the Contractor's intention to make claim and the reasons why the Contractor believes that additional compensation, changes or an extension of time may be remedies to which it is entitled. At a minimum, it shall provide the following:
- 7.25.4.1 Date of the protested order, decision or action;
- 7.25.4.2 The nature and circumstances which caused the claim;
- 7.25.4.3 The contract provision(s) that support the claim;
- 7.25.4.4 The estimated dollar cost, if any, of the protested work and how that estimate was determined; and
- 7.25.4.5 An analysis of the progress schedule showing the schedule change or disruption if the Contractor is asserting a schedule change or disruption.

- 7.25.5 If the protest or claim is continuing, the information required in Subsection
- 7.25.4 REQUIREMENTS FOR NOTICE OF CLAIMS above shall be supplemented as requested by the Project Manager.
- 7.25.6 FINAL STATEMENT FOR CLAIM. The Contractor shall provide a final written statement of the actual adjustment in contract price and/or contract time requested for each notice of claim. Such statement shall clearly set forth that it is the final statement for that notice of claim. All such final statements shall be submitted within thirty (30) days after completion of the work that is the subject of the claim, but in no event no later than thirty (30) days after the Project Acceptance Date or the date of termination of the Contractor, whichever comes first.
- 7.25.7 All claims of any nature are barred if asserted after final payment under this Contract has been made.
- 7.25.8 Contractor may protest the assessment or determination by the Project Manager of amounts due the Department from the Contractor by providing a written notice to the Chairman within thirty (30) days of the date of the written assessment or determination. Said notice shall comply with all requirements of Subsections 7.25.4, REQUIREMENTS FOR NOTICE OF CLAIM and 7.25.6, FINAL STATEMENT FOR CLAIM above. The requirement of such notice cannot be waived and it is a condition precedent to any claim by the Contractor. Failure to comply with these notice provisions constitutes a waiver of any claim.
- 7.25.9 In addition to the requirements of Subsections 7.25.4, 7.25.6, and 7.25.8, all final written statements of claim shall be certified. This certification requirement applies to the Contractor without exception, including, but not limited to, situations involving claims of subcontractors or suppliers which meet the requirements of Subsection 5.13.4. The certification must be executed by a person duly authorized to bind the Contractor with respect to the claim. The certification shall state as follows:
- 7.25.9.1 “I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Department is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.”
- 7.25.10 DECISION ON CLAIM/APPEAL. The decision of the Chairman on the claim shall be final and conclusive, unless fraudulent, or unless the Contractor delivers to the Chairman a written appeal of the Chairman’s decision. Said appeal shall be delivered to the Chairman no later than thirty (30) days after the date of the Chairman’s decision.
- 7.25.10.1 In that event, the decision of the Chairman shall be final and conclusive, unless fraudulent or unless the Contractor brings an action seeking judicial review of the Chairman’s decision in an appropriate circuit court of this State within six (6) months from the date of the Chairman’s decision.

- 7.25.11 **PAYMENT AND INTEREST.** The amount determined payable pursuant to the decision, less any portion already paid, normally should be paid without awaiting Contractor action concerning appeal. Such payments shall be without prejudice to the rights of either party. Interest on amounts ultimately determined to be due to a Contractor shall be payable at the Statutory rate applicable to judgments against the State under Chapter 662, HRS from the date of receipt of a properly certified final written statement of actual adjustment required until the date of decision; except, however, that if an action is initiated in circuit court, interest under this Section 7.25, **DISPUTES AND CLAIMS** (§3-126-31 HAR) shall only be calculated until the time such action is initiated. Interest on amounts due the Department from the Contractor shall be payable at the same rate from the date of issuance of the Project Manager's notice to the Contractor. Where such payments are required to be returned by a subsequent decision, interest on such payments shall be paid at the statutory rate from the date of payment.
- 7.25.12 Contractor shall comply with any decision of the Chairman and proceed diligently with performance of this contract pending final resolution by a circuit court of this State of any controversy arising under, or by virtue of, this Contract, except where there has been a material breach of contract by the Department; provided that in any event the Contractor shall proceed diligently with the performance of the Contract where the Project Manager has made a written determination that continuation of work under the Contract is essential to the public health and safety.
- 7.25.13 **WAIVER OF ATTORNEY'S FEES.** In the event of any litigation arising under, or by virtue of, this Contract, the Contractor and the Department agree to waive all claims against each other for attorney's fees and agree to refrain from seeking attorney's fees as part of any award or relief from any court.
- 7.26 **FAILURE TO COMPLETE THE WORK ON TIME**
- 7.26.1 Completion of the work within the required time is important because delay in the prosecution of the work will inconvenience the public and interfere with the Department's business. In addition, the Department will be damaged by the inability to obtain full use of the completed work and by increased Managing, inspection, superintendence, and administrative services in connection with the work. Furthermore, delay may detrimentally impact the financing, planning, or completion of other Department projects because of the need to devote Department resources to the project after the required completion date. The monetary amount of such public inconvenience, interference with Department business, and damages, is difficult, if not impossible, to accurately determine and precisely prove. Therefore, it is hereby agreed that the amount of such damages shall be the appropriate sum of liquidated damages.
- 7.26.1.1 When the Contractor fails to complete the Work or any portion of the Work within the time or times fixed in the contract or any extension thereof, it is agreed the Contractor shall pay liquidated damages to the Department in the amount of \$1,000 (one thousand dollars) per day, unless otherwise indicated in the Special Conditions.
- 7.26.1.2 If the Contractor fails to correct Punchlist deficiencies as required by Section 7.32, **PROJECT ACCEPTANCE DATE**, the Department will be inconvenienced and damaged, therefore, it is agreed that the Contractor shall pay liquidated damages to the Department based upon the amount stated in **GR 3 – COMPLETION AND LIQUIDATED DAMAGES** of the General Requirements, Section 3.02, **LIQUIDATED DAMAGES**. Liquidated damages shall accrue for all days after the Contract Completion Date or any extension thereof, until the date the Punchlist items are corrected and accepted by the Project Manager.

- 7.26.1.3 If the Contractor fails to submit final documents as required by Section 7.33, FINAL SETTLEMENT OF CONTRACT, the Department will be inconvenienced and damaged, therefore, it is agreed that the Contractor shall pay liquidated damages to the Department in the amount stated in the General Requirements. Liquidated damages shall accrue for all days after the Contract Completion Date or any extension thereof, until the date the final documents are received by the Project Manager.
- 7.26.1.4 The Project Manager shall assess the total amount of liquidated damages in accordance with the amount of \$1,000 (one thousand dollars) per day, unless otherwise indicated in the Special Conditions, and provide written notice of such assessment to the Contractor.
- 7.26.2 ACCEPTANCE OF LIQUIDATED DAMAGES. The assessment of liquidated damages by the Project Manager shall be accepted by the parties hereto as final, unless the Contractor delivers a written appeal of the Project Manager's decision in accordance with Subsection 7.25.10, DECISION ON CLAIM/APPEAL REQUIREMENTS. Any allowance of time or remission of charges or liquidated damages shall in no other manner affect the rights or obligations of the parties under this contract nor be construed to prevent action under Section 7.27, TERMINATION OF CONTRACT FOR CAUSE. If the Department terminates the Contractor's right to proceed, the resulting damage will include such liquidated damages for such time as may be required for final completion of the work after the required contract completion date.
- 7.26.3 PAYMENTS FOR LIQUIDATED DAMAGES. Liquidated damages shall be deducted from monies due or that may become due to the Contractor under the contract or from other monies that may be due or become due to the Contractor from the Department.
- 7.26.4 If the Contractor contests the per diem liquidated charge, the Department may elect to recover the actual damages caused by the Contractor's delay. Should the Department claim liquidated damages for delay and if such liquidated damages are disallowed for any reason, the Department shall recover the actual damages to which it is legally entitled as a result of the Contractor's delay or other breach.
- 7.27 TERMINATION OF CONTRACT FOR CAUSE (§3-125-18 HAR)
- 7.27.1 DEFAULT. If the Contractor refuses or fails to perform the work, or any separable part thereof, with such diligence as will assure its completion within the time specified in this contract, or any extension thereof, fails to complete the work within such time, or commits any other material breach of this contract, and further fails within seven (7) days after receipt of written notice from the Project Manager to commence and continue correction of the refusal or failure with diligence and promptness, the Chairman may, by written notice to the Contractor, declare the Contractor in breach and terminate the Contractor's right to proceed with the work or the part of the work as to which there has been delay or other breach of contract. In such event, the Department may take over the work and perform the same to completion, by contract or otherwise, and may take possession of, and utilize in completing the work, the materials, appliances, and plant as may be on the site of the work and necessary therefor. Whether or not the Contractor's right to proceed with the work is terminated, the Contractor and the Contractor's sureties shall be liable for any damage to the Department resulting from the Contractor's refusal or failure to complete the work within the specified time.
- 7.27.2 ADDITIONAL RIGHTS AND REMEDIES. The rights and remedies of the Department provided in this contract are in addition to any other rights and remedies provided by law.
- 7.27.3 COSTS AND CHARGES

- 7.27.3.1 All costs and charges incurred by the Department, together with the cost of completing the work under contract, will be deducted from any monies due or which would or might have become due to the Contractor had it been allowed to complete the work under the contract. If such expense exceeds the sum which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay the Department the amount of the excess.
- 7.27.3.2 In case of termination, the Chairman shall limit any payment to the Contractor to the part of the contract satisfactorily completed at the time of termination. Payment will not be made until the work has satisfactorily been completed and the tax clearance required by Section 8.8, FINAL PAYMENT is submitted by the Contractor. Termination shall not relieve the Contractor or Surety from liability for liquidated damages.
- 7.27.4 **ERRONEOUS TERMINATION FOR CAUSE.** If, after notice of termination of the Contractor's right to proceed under this Section 7.27, **TERMINATION OF CONTRACT FOR CAUSE** (§3-125-18 HAR) it is determined for any reason that good cause did not exist to allow the Department to terminate as provided herein, the rights and obligations of the parties shall be the same as, and the relief afforded the Contractor shall be limited to, the provisions contained in Section 7.28, **TERMINATION FOR CONVENIENCE**.
- 7.28 **TERMINATION FOR CONVENIENCE (§3-125-22 HAR)**
- 7.28.1 **TERMINATION.** The Chairman may, when the interests of the Department so require, terminate this contract in whole or in part, for the convenience of the Department. The Chairman shall give written notice of the termination to the Contractor specifying the part of the contract terminated and when termination becomes effective.
- 7.28.2 **CONTRACTOR'S OBLIGATIONS.** The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work subject to the Department's approval. The Chairman may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to the Department. The Contractor must still complete the work not terminated by the notice of termination and may incur obligations as necessary to do so.
- 7.28.3 **RIGHT TO CONSTRUCTION AND GOODS.** The Chairman may require the Contractor to transfer title and delivery to the Department in the manner and to the extent directed by the Chairman, the following:
- 7.28.3.1 Any completed work; and
- 7.28.3.2 Any partially completed construction, goods, materials, parts, tools, dies, jigs, fixtures, drawings, information, and contract rights (hereinafter called "construction material") that the Contractor has specifically produced or specially acquired for the performance of the terminated part of this contract.
- 7.28.3.3 The Contractor shall protect and preserve all property in the possession of the Contractor in which the Department has an interest. If the Chairman does not elect to retain any such property, the Contractor shall use its best efforts to sell such property and construction material for the Department's account in accordance with the standards of Section 490:2-706, HRS.

7.28.4 COMPENSATION

- 7.28.4.1 Contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data, submitted to the extent required by subchapter 15, chapter 3-122, HAR. If the Contractor fails to file a termination claim within one (1) year from the effective date of termination, the Chairman may pay the Contractor, if at all, an amount set in accordance with Subsection 7.28.4.3.
- 7.28.4.2 The Chairman 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 Department, the proceeds of any sales of construction, supplies, and construction materials under Subsection 7.28.3.3 of this Section, and the contract price of the work not terminated.
- 7.28.4.3 Absent complete agreement, the Chairman shall pay the Contractor the following amounts, less any payments previously made under the Contract.
- (a) The cost of all contract work performed prior to the effective date of the notice of termination work plus a five percent (5%) markup on the actual direct costs, including amounts paid to subcontractor(s), less amounts previously paid or to be paid for completed portions of such work; provided, however, that if it appears that the Contractor would have sustained a loss if the entire contract would have been completed, no markup shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss. No anticipated profit or consequential damage will be due or paid.
 - (b) Subcontractors shall be paid a markup of ten percent (10%) on their direct job costs incurred to the date of termination. No anticipated profit or consequential damage will be due or paid to any subcontractor. These costs must not include payments made to the Contractor for subcontract work during the contract period.
 - (c) In any case, the total sum to be paid the Contractor shall not exceed the total contract price reduced by the amount of any sales of construction supplies, and construction materials.
- 7.28.4.4 Costs claimed, agreed to, or established by the Department shall be in accordance with chapter 3-123, HAR.
- 7.29 **CORRECTING DEFECTS.** If the Contractor fails to commence to correct any defects of any nature, within ten (10) working days after the correction thereof has been requested in writing by the Department, and thereafter to expeditiously complete the correction of said defects, the Project Manager may without further notice to the Contractor or surety and without termination of contract, correct the defects and deduct the cost thereof from the contract price.
- 7.30 **FINAL CLEANING.** Before final inspection of the work, the Contractor shall clean all ground occupied by the Contractor in connection with the Work of all rubbish, excess materials, temporary structures and equipment, and all parts of the work must be left in a neat and presentable condition to the satisfaction of the Project Manager. However, the Contractor shall not remove any warning and directional signs prior to the formal acceptance by the Project Manager. Full compensation for final cleaning will be included in the prices paid for the various items of work or lump sum bid, as the case may be, and no separate payment will be made therefor.

- 7.31 SUBSTANTIAL COMPLETION AND FINAL INSPECTION. Before the Department accepts the project as being completed, unless otherwise stipulated by the Project Manager the following procedure shall be followed:
- 7.31.1 SUBSTANTIAL COMPLETION
- 7.31.1.1 The Contractor and its subcontractors shall inspect the project to confirm whether the Project is Substantially Complete. This inspection effort shall include the testing of all equipment and providing a Punchlist that identifies deficiencies which must be corrected. Contractor shall make the corrections and if required repeat the procedure. Also, the Contractor shall schedule final Building, Plumbing, Electrical, Elevator, Fire and other required inspections and obtain final approvals.
- (a) When in compliance with the above requirements, the Contractor shall notify the Project Manager in writing that project is Substantially Complete and ready for a Final Inspection. Along with the Substantial Completion notification, the Contractor shall provide its Punchlist(s) with the status of the deficiencies and dates when the deficiencies were corrected. The Project Inspector and / or the Project Manager shall make a preliminary determination whether project is Substantially Complete.
 - (b) If the Project is not Substantially Complete, the Project Manager shall inform the Contractor. The Contractor shall identify deficiencies which must be corrected, update its Punchlist, make the necessary corrections and repeat the previous step. After completing the necessary work, the Contractor shall notify the Project Manager in writing that Punchlist deficiencies have been corrected and the project is ready for a Final Inspection.
 - (c) If the Project is Substantially Complete, the Project Manager shall schedule a Final Inspection within fifteen (15) days of the Contractor's notification letter or as otherwise determined by the Project Manager.
- 7.31.1.2 In addition, and to facilitate closing of the project, the Contractor shall also proceed to obtain the following closing documents (where applicable) prior to the Final Inspection:
- (a) Field-Posted As-Built Drawings;
 - (b) Maintenance Service Contract and two (2) copies of a list of all equipment;
 - (c) Five (5) sets of operating and maintenance manuals;
 - (d) Air conditioning test and balance reports; and
 - (e) Any other final submittal required by the Contract.
- 7.31.2 FINAL INSPECTION. If at the Final Inspection the Project Manager determines that all work is completed, the Project Manager shall notify the Contractor in accordance with Section 7.32, PROJECT ACCEPTANCE DATE. Should there be remaining deficiencies which must be corrected the Contractor shall provide an updated Punchlist to the Project Manager, within five (5) days from the Final Inspection Date. The Contractor shall make the necessary corrections.
- 7.31.2.1 The Project Manager shall confirm the list of deficiencies noted by the Contractor's punchlist(s) and will notify the Contractor of any other deficiencies that must be corrected before final settlement.
- 7.31.3 The Project Manager may add to or otherwise modify the Punchlist from time to time. The Contractor shall take immediate action to correct the deficiencies.

- 7.31.4 **REVOKING SUBSTANTIAL COMPLETION.** At any time before final Project Acceptance is issued the Project Manager may revoke the determination of Substantial Completion if the Project Manager finds it was not warranted. The Project Manager shall notify the Contractor in writing with the reasons and outstanding deficiencies negating the declaration. Once notified, the Contractor shall make the necessary corrections and repeat the required steps noted in Subsections 7.31.1 and 7.31.2.
- 7.32 **PROJECT ACCEPTANCE DATE**
- 7.32.1 If upon Final Inspection, the Project Manager finds that the project has been satisfactorily completed in compliance with the contract, the Project Manager shall declare the project completed and accepted and will notify the Contractor in writing of the acceptance by way of the Project Acceptance Notice.
- 7.32.2 **PROTECTION AND MAINTENANCE.** After the Project Acceptance Date, the Contractor shall be relieved of maintaining and protecting the work except that this does not hold true for those portions of the work which have not been accepted, including Punchlist deficiencies. The Department shall be responsible for the protection and maintenance of the accepted facility.
- 7.32.3 The date of Project Acceptance shall determine:
- 7.32.3.1 End of Contract Time;
- 7.32.3.2 Commencement of all guaranty periods except as noted in Section 7.34, **CONTRACTOR'S RESPONSIBILITY FOR WORK: RISK OF LOSS**; and
- 7.32.3.3 Commencement of all maintenance services except as noted in Section 7.34, **CONTRACTOR'S RESPONSIBILITY FOR WORK: RISK OF LOSS**.
- 7.32.4 **PUNCHLIST REQUIREMENTS.** If a Punchlist is required under Section 7.31, **SUBSTANTIAL COMPLETION AND FINAL INSPECTION**, the Project Acceptance Notice will include the Project Manager's Punchlist and the date when correction of the deficiencies must be completed.
- 7.32.5 Upon receiving the Punchlist, the Contractor shall promptly devote the required time, labor, equipment, materials and incidentals necessary to correct the deficiencies expeditiously.
- 7.32.6 For those items of work that cannot be completed by the established date, the Contractor shall submit a schedule in writing to the Project Manager for approval along with documentation to justify the time required, no later than five (5) working days before the date stipulated for completion of the Punchlist work. A Proposed schedule submitted after the five (5) day period will not be considered.
- 7.32.7 **FAILURE TO CORRECT DEFICIENCIES.** After the Contract Completion Date, or any extension thereof, if the Contractor fails to correct the deficiencies within the established date or agreed to Punchlist completion date, the Project Manager shall assess liquidated damages as required by Section 7.26, **FAILURE TO COMPLETE THE WORK ON TIME**.
- 7.32.8 If the Contractor fails to correct the deficiencies and complete the work by the established or agreed to date, the Department also reserves the right to correct the deficiencies by whatever method it deems necessary and deduct the cost from the final payment due the Contractor.

- 7.32.9 The Contractor may further be prohibited from bidding in accordance with Section 2.12, DISQUALIFICATION OF BIDDERS. In addition, assessment of damages shall not prevent action under Section 7.27, TERMINATION OF CONTRACT FOR CAUSE.
- 7.33 FINAL SETTLEMENT OF CONTRACT
- 7.33.1 The contract will be considered settled after the project acceptance date and when the following items have been satisfactorily submitted, where applicable:
- 7.33.1.1 Necessary Submissions in addition to the items noted under Subsection 7.31.1.2.
- 7.33.1.2 All written guarantees required by the contract.
- 7.33.1.3 Complete and certified weekly payrolls for the Contractor and its Subcontractor(s).
- 7.33.1.4 Certificate of Plumbing and Electrical Inspection.
- 7.33.1.5 Certificate of Building Occupancy.
- 7.33.1.6 Certificate for Soil Treatment and Wood Treatment.
- 7.33.1.7 Certificate of Water System Chlorination.
- 7.33.1.8 Certificate of Elevator Inspection, Boiler and Pressure Pipe installation.
- 7.33.1.9 All other documents required by the Contract.
- 7.33.2 FAILURE TO SUBMIT CLOSING DOCUMENTS. The Contractor shall submit the final Payment Application and the above applicable closing documents within sixty (60) days from the date of Project Acceptance or the agreed to Punchlist completion date. Should the Contractor fail to comply with these requirements, the Chairman may terminate the Contract for cause. The pertinent provisions of Section 7.27, TERMINATION OF CONTRACT FOR CAUSE shall be applicable.
- 7.33.3 In addition, should the Contractor fail to furnish final closing documents within the required time period, the Project Manager shall assess liquidated damages as required by Section 7.26, FAILURE TO COMPLETE THE WORK ON TIME.
- 7.34 CONTRACTOR'S RESPONSIBILITY FOR WORK; RISK OF LOSS
- 7.34.1 Until the establishment of the Project Acceptance Date or Beneficial Occupancy, whichever is sooner, the Contractor shall take every necessary precaution against injury or damage to any part of the work caused by the perils insured by an All Risk policy, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore and make good all injuries or damage to any portion of the work occasioned by the perils insured by an All Risk policy before the date of final acceptance and shall bear the risk and expense thereof.
- 7.34.2 After the Project Acceptance Date or Beneficial Occupancy, whichever is sooner, the Contractor shall be relieved of maintaining and protecting the work except for those portions of the work which have not been accepted including Punchlist deficiencies.

7.34.3 The risk of damage to the work from any hazard or occurrence that may be covered by a required Property Insurance policy is that of the Contractor, unless such risk of loss is placed elsewhere by express language in the Contract Documents. No claims for any loss or damage shall be recognized by the Department, nor will any such loss or damage excuse the complete and satisfactory performance of the Contract by the Contractor.

7.35 GUARANTEE OF WORK

7.35.1 In addition to any required manufacturers warranties, all work and equipment shall be guaranteed by the Contractor against defects in materials, equipment or workmanship for one year from the Project Acceptance Date or as otherwise specified in the Contract Documents.

7.35.2 REPAIR OF WORK. If, within any guarantee period, repairs or changes are required in connection with the guaranteed work, which in the opinion of the Project Manager is necessary due to materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the Contract, the Contractor shall within five (5) working days and without expense to the Department commence to:

7.35.2.1 Place in satisfactory condition in every instance all such guaranteed work and correct all defects therein; and

7.35.2.2 Make good and repair or replace to new or pre-existing condition all damages to the building, facility, work or equipment or contents thereof, resulting from such defective materials, equipment or installation thereof.

7.35.3 MANUFACTURER'S AND INSTALLER'S GUARANTEE. Whenever a manufacturer's or installer's guarantee on any product specified in the respective Specification sections, exceeds one year, this guarantee shall become part of this contract in addition to the Contractor's guarantee. Contractor shall complete the guarantee forms in the name of the Department and submit such forms to the manufacturer within such time required to validate the guarantee. Contractor shall submit to the Department a photocopy of the completed guarantee form for the Department's record as evidence that such guarantee form was executed by the manufacturer.

7.35.4 If a defect is discovered during a guarantee period, all repairs and corrections to the defective items when corrected shall again be guaranteed for the original full guarantee period. The guarantee period shall be tolled and suspended for all work affected by the defect. The guarantee period for work affected by the defect shall restart for its remaining duration upon confirmation by the Project Manager that the deficiencies have been repaired or remedied.

7.36 WORK OF AND CHARGES BY UTILITIES

7.36.1 The Contractor shall be responsible for scheduling and coordinating the work with the utility companies and applicable governmental agencies for permanent service installation and connections or modifications to existing utilities. The Contractor shall make available all portions of the work necessary for the utility companies to do their work. The Department shall not bear the risk of any damage to the contract work caused by any utility company, and work of repairing such damage and delay costs must be resolved between the Contractor, the utility company, and their insurers.

7.36.2 Unless stated as an allowance item to be paid by the Contractor, the Department will pay the utility companies and applicable governmental agencies directly for necessary modifications and connections. Contractor charges for overhead, supervision, coordination, profit, insurance and any other incidental expenses shall be included in the Contractor's Bid whether the utility is paid directly by the Department or by an allowance item in the Contract.

7.37 RIGHT TO AUDIT RECORDS

7.37.1 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 the cost or pricing data, and a State contract, including subcontracts, other than a firm fixed-price contract. The Contractor and subcontractor(s) shall maintain the books and records for a period of four (4) years from the date of final payment under the Contract.

7.37.2 The Contractor shall ensure that its subcontractors comply with this requirement and shall bear all costs (including attorney's fees) of enforcement in the event of its subcontractor's failure or refusal to fully cooperate.

7.37.3 Additionally, Sections 231-7, 235-108, 237-39 and other HRS chapters through reference, authorize the Department of Taxation to audit all taxpayers conducting business within the State. Contractors must make available to the Department of Taxation all books and records necessary to verify compliance with the tax laws.

7.38 RECORDS MAINTENANCE, RETENTION AND ACCESS

7.38.1 The Contractor and any subcontractor whose contract for services is valued at \$25,000 (twenty five thousand) or more shall, in accordance with generally acceptable accounting practices, maintain fiscal records and supporting documents and related files, papers, and reports that adequately reflect all direct and indirect expenditures and management and fiscal practices related to the Contractor and subcontractor's performance of services under this Contract.

7.38.2 The representative of the Department, the Chairman, the Attorney General, (the Federal granting agency, the Comptroller General of the United States, and any of their authorized representatives when federal funds are utilized), and the Legislative Auditor of the State of Hawaii shall have the right of access to any book, document, paper, file, or other record of the Contractor and any subcontractor that is related to the performance of services under this Contract in order to conduct an audit or other examination and /or to make copies, excerpts and transcripts for the purposes of monitoring and evaluating the Contractor and subcontractor's performance of services and the Contractor and subcontractor's program, management, and fiscal practices to assure the proper and effective expenditure of funds and to verify all costs associated with any claims made under this Contract.

- 7.38.3 The right of access shall not be limited to the required retention period but shall last as long as the records are retained. The Contractor and subcontractor shall maintain and retain all books and records related to the Contractor and subcontractor's performance of services under this Contract, including any cost or pricing data for three (3) years from the date of final payment, except that if any litigation, claim, negotiation, investigation, audit or other action involving the books and records has been started before the expiration of the three (3) year period, the Contractor and subcontractors shall retain the books and records until completion of the action and resolution of all issues that arise from it, or until the end of the three (3) year retention period, whichever occurs later. Furthermore, it shall be the Contractor's responsibility to enforce compliance with this provision by any subcontractor.
- 7.39 COST OR PRICING DATA. Cost or pricing data must be submitted to the Agency purchasing 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 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.
- 7.39.1 AUDIT OF COST OR PRICING DATA. When cost or pricing principles are applicable, the STATE may require an audit of cost or pricing data.
- 7.40 CONFIDENTIALITY OF MATERIAL
- 7.40.1 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.
- 7.40.2 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.
- 7.41 PUBLICITY. The CONTRACTOR shall not refer to the STATE, or any office, agency, or officer thereof, or any State employee, including the head of the purchasing agency, the Chief Procurement Officer, the Director, 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.
- 7.42 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.

- 7.43 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.
- 7.44 SEVERABILITY. In the event that a court declares any provision of this Contract invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this Contract.
- 7.45 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.

~END OF ARTICLE 7~

ARTICLE 8: MEASUREMENT AND PAYMENT

- 8.1 MEASUREMENT OF QUANTITIES
- 8.1.1 All work completed under the Contract shall be measured by the Project Manager according to United States standard measures, or as stated in this Contract. The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the contract shall conform to good Managing practice. These measurements shall be considered correct and final unless the Contractor has protested same to the Project Manager and has demonstrated the existence of an error by actual physical measurement before the work has progressed in a manner, which would prohibit a proper check.
- 8.1.2 All measurements of the area of the various surfaces, pavement and base courses will be made in the horizontal projection of the actual surface and no deductions will be made for fixtures or structures having an area of nine (9) square feet or less. All measurements of headers, curbs, fences and any other type of construction which is to be paid for by its length will be made in the horizontal projection of the actual driven length from toe to top of cutoff, except where slope exceeds ten percent (10%) and for piles, which will be by actual length. All materials which are specified for measurement by the cubic yard "Loose Measurement" or "Measured in the Vehicle" shall be hauled in approved vehicles and measured therein at the point of delivery. Approved vehicles for this purpose may be of any type or size satisfactory to the Project Manager, provided that the body is of such type that the actual contents may be readily and accurately determined. Unless all approved vehicles on a job are of a uniform capacity each approved vehicle must bear a plainly legible identification mark indicating the specific approved capacity. The Inspector may reject all loads not hauled in such approved vehicles.

- 8.2 NO WAIVER OF LEGAL RIGHTS. The Project Manager shall not be precluded or estopped by any measurements, estimate or certificate made either before or after the completion and acceptance of the work and payment therefor, from showing the true amount and character of the work performed and materials furnished by the Contractor, or from showing that any such measurement estimate or certificate is untrue or incorrectly made, or rejecting the work or materials that do not conform in fact to the contract. The Project Manager shall not be precluded or estopped, notwithstanding any such measurement, estimate, or certificate and payment in accordance therewith, from recovering from the Contractor and its sureties such damages as the Department may sustain by reason of the Contractor's failure to comply with the terms of the Contract. Neither the acceptance by the Project Manager or any representative of the Project Manager, nor any payment for or acceptance of the whole or any part of the work, nor any extension of time, or any possession taken by the Project Manager, shall operate as a waiver of any portion of the contract, or of any power herein reserved, or any right to damage herein provided. A waiver of any notice requirement or breach of the contract shall not be held to be a waiver of any other notice requirement or subsequent breach.
- 8.3 PAYMENT FOR ADDITIONAL WORK
- 8.3.1 Additional work as defined in Section 4.2, CHANGES, when ordered, shall be paid for as defined in Section 4.4, PRICE ADJUSTMENT by a duly issued change order in accordance with the terms provided therein.
- 8.3.2 On credit proposals and proposals covering both increases and decreases, the application of overhead and profit shall be on the net change in direct costs for the performance of the work.
- 8.3.3 When payment is to be made for additional work directed by a Field Order, the total price adjustment as specified in the Field Order or if not specified therein for the work contained in the related change order shall be considered full compensation for all materials, labor, insurance, taxes, equipment use or rental and overheads, both field and home office including extended home and branch office overhead and other related delay impact costs.
- 8.3.4 FORCE ACCOUNT METHOD. When, for the convenience of the Department, payment is to be made by the Force Account method, all work performed or labor and materials and equipment furnished shall be paid for as described below. Payment by the Force Account method will not alter any rights, duties and obligations under the contract.
- 8.3.4.1 LABOR. For all hourly workers, the Contractor will receive the rate of wage including fringe benefits when such amounts are required by collective bargaining agreement or other employment contract generally applicable to the classes of labor employed on the work, which shall be agreed upon in writing before beginning work for each and every hour that said labor is actually engaged in said work.
- (a) All markups for overhead and profit shall be added subject to limitations established in Section 4.5, ALLOWANCES FOR OVERHEAD AND PROFIT.
- (b) No allowance for overtime compensation will be given without the written approval of the Project Manager prior to performance of such work.
- 8.3.4.2 INSURANCE AND TAXES. The Contractor and subcontractor(s) will also receive the actual additional costs paid for property damage, liability, worker's compensation insurance premiums, State unemployment contributions, Federal unemployment taxes, social security and Medicare taxes.

- 8.3.4.3 MATERIALS. For materials accepted by the Project Manager and used, the Contractor and subcontractor(s) shall receive the actual cost of such materials delivered and incorporated into work, plus a markup allowed under Section 4.5, ALLOWANCES FOR OVERHEAD AND PROFIT.
- 8.3.4.4 SUBCONTRACTORS. Subcontractor costs shall be the actual costs of the subcontractor marked up as defined in this Section 8.3, PAYMENT FOR ADDITIONAL WORK plus a markup allowed under Section 4.5, ALLOWANCES FOR OVERHEAD AND PROFIT.
- 8.3.4.5 EQUIPMENT
- (a) For machinery or special equipment (other than small tools as herein defined in Subsection 8.3.4.5.(h) owned or leased by the Contractor or a related entity, the use of which has been authorized by the Project Manager:
 - (1) The Contractor will be paid at the per-hour rental rates based on the monthly rate established for said machinery or equipment in the then-current edition of the Rental Rate Blue Book for Construction Equipment including the estimated operating cost per hour and regional correction provided therein.
 - (2) If no rate is listed for a particular kind, type or size of machinery or equipment, then the monthly, hourly rates shall be as agreed upon in writing by the Contractor and the Project Manager prior to the use of said machinery or equipment. If there is no agreement, the Project Manager will set a rate. The Contractor may contest the rate pursuant to Section 7.25, DISPUTES AND CLAIMS.
 - (3) Rental rates which are higher than those specified in the aforesaid Rental Rate Blue Book publication may be allowed where such higher rates can be justified by job conditions such as work in water and work on lava, etc. Request for such higher rates shall be submitted in writing to the Project Manager for approval prior to the use of the machinery or equipment in question.
 - (b) For machinery or special equipment [other than small tools as herein defined in clause 8.3.4.5 (h)] rented by the Contractor or a related entity specifically for the Force Account work, the use of which has been authorized by the Project Manager, the Contractor will be paid the actual rental cost for the machinery or equipment, including mobilization and demobilization costs. A receipt from the equipment supplier shall be submitted to the Project Manager.
 - (c) For machinery or special equipment [other than small tools as herein defined in clause 8.3.4.5 (h)] rented by the Contractor or a related entity for use in the project, but which will also be used for the Force Account work, the use of which has been authorized by the Project Manager, the Contractor will be paid the actual rental cost for the machinery or equipment. No additional mobilization and demobilization costs will be paid. A receipt from the equipment supplier shall be submitted to the Project Manager.
 - (d) The rental rate for trucks not owned by the Contractor shall be those as established under the Hawaii State Public Utilities Commission, which will be paid for as an equipment item pursuant to Subsection 8.3.4.5, EQUIPMENT. Rental rates for Contractor owned trucks not listed in the Rental Rate Blue Book shall be agreed upon in writing by the Contractor and Project Manager prior to the use of said trucks. If there is no agreement, the Project Manager shall set the rate. The Contractor may contest the rate pursuant to Section 7.25, DISPUTES AND CLAIMS.

- (e) The rental period shall begin at the time equipment reaches the site of work, shall include each day that the machinery or equipment is at the site of the work and shall terminate at the end of the day on which the equipment is no longer needed. In the event the equipment must standby due to work being delayed or halted by reason of design, traffic, or other related problems uncontrollable by the Contractor, excluding Saturdays, Sundays and Legal Holidays, unless the equipment is used to perform work on such days, the rental shall be two (2) hours per day until the equipment is no longer needed.
- (1) The rental time to be paid will be for the time actually used. The Project Manager prior to the performance of such work must approve any hours or operation in excess of eight (8) hours in any one (1) day.
 - (2) Rental time will not be allowed or credited for any day on which machinery or equipment is inoperative due to its breakdown. On such days, the Contractor will be paid only for the actual hours, if any, that the machinery or equipment was in operation.
 - (3) In the event the Force Account work is completed in less than eight (8) hours, equipment rental shall nevertheless be paid for a minimum eight (8) hours.
 - (4) For the purpose of determining the rental period the continuous and consecutive days shall be the normal eight (8) hour shift work day, Monday through Friday excluding legal holidays. Any work day to be paid less than eight (8) hours shall not be considered as continuous, except for equipment removed from rental for fuel and lubrication.
 - (4) No additional premium beyond the normal rates used will be paid for equipment over eight (8) hours per day or forty (40) hours per week.
- (f) All rental rates for machinery and equipment shall include the cost of fuel, oil, lubricants, supplies, small tools, necessary attachments, repairs, maintenance, tire wear, depreciation, storage, and all other incidentals.
- (g) All machinery and equipment shall be in good working condition and suitable for the purpose for which the machinery and equipment is to be used.
- (h) Individual pieces of equipment or tools having a replacement value of \$2,000 (two thousand dollars) or less, whether or not consumed by use, shall be considered to be small tools and included in the allowed markup for overhead and profit and no separate payment will be made therefor.
- (i) The total of all Force Account rental charges accrued over the duration of the contract for a specific item of equipment shall not exceed the replacement cost of that equipment.
- (1) The Contractor shall provide the cost of replacement to the Project Manager prior to using the equipment. If the Project Manager does not agree with the replacement cost, the Project Manager shall set the replacement cost. The Contractor may contest the replacement cost pursuant to Section 7.25, DISPUTES AND CLAIMS.
- (j) Should the item of equipment be rented from an unrelated entity, the rental cost will be treated as equipment cost under Subsection 8.3.4.5, EQUIPMENT.

- (k) Transportation and/or Mobilization: The following provisions shall govern in determining the compensation to be paid to the Contractor for use of equipment or machinery on the Force Account method:
- (1) The Project Manager shall approve the location from which the equipment is to be moved or transported.
 - (2) Where the equipment must be transported to the site of the Force Account work, the Department will pay the reasonable cost of mobilizing and transporting the equipment, including its loading and unloading, from its original location to the site of Force Account work. Upon completion of the work the Department will pay the reasonable cost of mobilizing and transporting the equipment back to its original location or to another location, whichever cost is less.
 - (3) The cost of transporting the equipment shall not exceed the rates established by the Hawaii State Public Utilities Commission. If such rates are nonexistent, then the rates will be determined by the Project Manager based upon the prevailing rates charged by established haulers within the locale.
 - (4) Where the equipment is self-propelled, the Department will pay the cost of moving the equipment by its own power from its original location to the site of the Force Account work. Upon completion of the work the Department will pay the reasonable cost of moving of the Equipment back to its original or another location, whichever cost is less.
 - (5) At the discretion of the Project Manager, when the Contractor desires to use such equipment for other than Force Account work, the costs of mobilization and transportation shall be prorated between the Force Account and non- Force Account work.
- (l) Pickup trucks, vans, storage trailers, unless specifically rented for the Force Account work, shall be considered incidental to the Force Account work and the costs therefor are included in the markup allowed under Section 4.5, ALLOWANCES FOR OVERHEAD AND PROFIT.

8.3.4.6 STATE EXCISE (GROSS INCOME) TAX AND BOND. A sum equal to the current percentage rate for the State excise (Gross Income) tax on the total sum determined in Subsections 8.3.4.1, 8.3.4.2, 8.3.4.3 and 8.3.4.4 above, and the bond premium shall be added as compensation to the Contractor. The actual bond premium not to exceed one percent (1%) shall be added to items covered by Subsections 8.3.4.1, 8.3.4.2, 8.3.4.3 and 8.3.4.4 when applicable.

- (a) The compensation as determined in Subsections 8.3.4.1, 8.3.4.2, 8.3.4.3, 8.3.4.4 and 8.3.4.5 above shall be deemed to be payment in full for work paid on a Force Account basis.

8.3.4.7 RECORDS. The Contractor and the Project Manager shall compare records of the labor, materials and equipment rentals paid by the Force Account basis at the end of each day. These daily records, if signed by both parties, shall thereafter be the basis for the quantities to be paid for by the Force Account method. The Contractor shall not be entitled to payment for Force Account records not signed by the Project Manager.

8.3.4.8 STATEMENTS. No payment will be made for work on a Force Account basis until the Contractor has submitted to the Project Manager, duplicate itemized statements of the cost of such Force Account work detailed as follows:

- (a) Laborers. Name, classification, date, daily hours, total hours, rate, and extension for each laborer and foreman and also the amount of fringe benefits payable if any.

- (b) Equipment. Designation, dates, daily hours, total hours, rental rate, and extension for each unit of machinery and equipment.
- (c) Materials:
 - (1) Quantities of materials, prices and extensions.
 - (2) Costs of transporting materials, if such cost is not reflected in the prices of the materials.
 - (3) Statements shall be accompanied and supported by receipted invoices for all materials used and transportation charges. However, if materials used on the Force Account work are not specifically purchased for such work but are taken from the Contractor's stock, then in lieu of the invoices the Contractors shall submit an affidavit certifying that such materials were taken from stock and that the amount claimed represents the actual cost to the Contractor.
- (d) Insurance. Cost of property damage, liability and worker's compensation insurance premiums, unemployment insurance contributions, and social security tax.

8.4 PROGRESS AND/OR PARTIAL PAYMENTS

8.4.1 PROGRESS PAYMENTS. The Contractor will be allowed progress payments on a monthly basis upon preparing the Monthly Payment Application forms and submitting the originals to the Project Manager. The monthly payment shall be based on the items of work satisfactorily completed and the value thereof at unit prices and/or lump sum prices set forth in the contract as determined by the Project Manager and will be subject to compliance with Section 7.9, PAYROLLS AND PAYROLL RECORDS.

8.4.1.1 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.

8.4.1.2 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.

8.4.2 In the event the Contractor or any Subcontractor fails to submit certified copies of payrolls in accordance with the requirements of Section 7.9, PAYROLLS AND PAYROLL RECORDS, the Project Manager may retain the amount due for items of work for which payroll affidavits have not been submitted on a timely basis notwithstanding satisfactory completion of the work until such records have been duly submitted. The Contractor shall not be due any interest payment for any amount thus withheld.

8.4.3 PARTIAL PAYMENT FOR MATERIALS. The Contractor will also be allowed partial payments to the extent of ninety percent (90%) of the manufacturer's, supplier's, distributor's or fabricator's invoice cost of accepted materials to be incorporated in the work on the following conditions:

8.4.3.1 The materials are delivered and properly stored at the site of the Work; or

8.4.3.2 For special items of materials accepted by the Project Manager, the materials are delivered to the Contractor or subcontractor(s) and properly stored in an acceptable location within a reasonable distance to the site of the Work.

- 8.4.4 Partial payments shall be made only if the Project Manager finds that:
 - 8.4.4.1 The Contractor has submitted bills of sale for the materials or otherwise demonstrates clear title to such materials.
 - 8.4.4.2 The materials are insured for their full replacement value to the benefit of the Department against theft, fire, damages incurred in transportation to the site, and other hazards.
 - 8.4.4.3 The materials are not subject to deterioration.
 - 8.4.4.4 In case of materials stored off the project site, the materials are not commingled with other materials not to be incorporated into the project.
- 8.4.5 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.
- 8.5 PROMPT PAYMENT (§3-125-23 HAR)
 - 8.5.1 Any money, other than retainage, paid to the CONTRACTOR shall be dispersed to subcontractors within ten 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
 - 8.5.2 Upon final payment to the CONTRACTOR, full payment to the subcontractor, including retainage, shall be made within ten days after receipt of the money; provided that there are no bona fine disputes over the subcontractor's performance under the subcontract.
 - 8.5.3 BONA FIDE DISPUTES. The existence of a bona fide dispute with a subcontractor or material supplier shall not release the Contractor of its prompt payment obligations as to all sums due that are not directly affected by such dispute.
 - 8.5.4 FILING NON-PAYMENT COMPLAINT. Subcontractors and material suppliers may file in writing a complaint with the Chairman regarding non-payment by the Contractor. Such complaint shall include:
 - 8.5.4.1 The amount past due for work performed and already paid for by the Department;
 - 8.5.4.2 That all the terms, conditions or requirements of its subcontract have been met; and
 - 8.5.4.3 That no bona fide dispute over its performance exists. The Department will investigate the validity of the complaint.
 - 8.5.5 The Department may withhold from future progress payments amounts to cover any sums paid to the Contractor for work performed by a subcontractor if the Department finds that the subcontractor complaint regarding non-payment by the Contractor has merit.

- 8.5.6 If the Project Manager determines that the Contractor failed to make prompt payment required to a subcontractor or material supplier with whom it has no bona fide dispute, the Project Manager shall inform the Contractor of the findings and request the Contractor make payment accordingly. If the Contractor does not act promptly, the Project Manager shall take appropriate action as allowed under this Contract and/or refer the matter to the Contractor Licensing Board for appropriate action under Section 444-17, Hawaii Revised Statutes regarding the Revocation, Suspension and Renewal of (Contractor) Licenses and/or initiate a petition for debarment of the Contractor from bidding on other Department jobs.
- 8.6 RETAINAGE
- 8.6.1 The Department will retain five percent (5%) of the total amount of progress and / or partial payments until after completion of the entire Contract in an acceptable manner at which time this balance, less any previous payments, will be certified and paid to the Contractor. After fifty percent (50%) of the work is completed, and if progress is satisfactory, the Project Manager at its sole discretion may elect not to withhold further retainage. If progress is not satisfactory, the Department may continue to withhold as retainage sums not exceeding five percent (5%) of the amount earned.
- 8.6.2 The retainage shall not include sums deducted as liquidated damages from monies due or that may become due the Contractor under the Contract.
- 8.6.3 Contractor may withdraw from time to time the whole or any portion of the sum retained after endorsing over to the Department and depositing with the Department any general obligation bond of the State or its political subdivisions suitable to the Department but in no case with a face value less than the value established by law of the amount to be withdrawn. The Department may sell the bond and use the proceeds therefrom in the same way as it may use monies directly retained from progress payments or the final payment.
- 8.7 WARRANTY OF CLEAR TITLE. The Contractor warrants and guarantees that all work and materials covered by progress or partial payments made thereon shall be free and clear of all liens, claims, security interests or encumbrances, and shall become the sole property of the Department. This provision shall not, however, be construed as an acceptance of the work nor shall it be construed as relieving the Contractor from the sole responsibility for all materials and work upon which payments have been made or the restoration of any damaged work, or as waiving the right of the Department to require the fulfillment of all the items of the Contract.
- 8.7.1 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.
- 8.8 FINAL PAYMENT
- 8.8.1 Upon final payment to the CONTRACTOR, full payment to the subcontractor, including retainage, shall be made within ten days after receipt of the money; provided that there are no bona fide disputes over the subcontractor's performance under the subcontract.
- 8.8.2 Sums necessary to meet any claims of any kind by the Department may be retained from the sums due the Contractor until said claims have been fully and completely discharged or otherwise satisfied.

8.9 STATE'S RIGHT TO 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 Subsection, 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.

~END OF ARTICLE 8~



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SC-01: INTERCHANGEABLE TERMS

The following terms are one and the same:

- a. “Contract” and “Agreement”.
- b. “Department of Hawaiian Home Lands” “DHHL” and “STATE”.
- c. “CONTRACTOR” and “Consultant”.

SC-02 INSURANCE COVERAGE

The Contractor shall obtain separate insurance coverage for this project that complies with the requirements set forth in the DHHL Interim General Conditions, Article 7, Section 7.3, as amended. Payment for all work required to comply with this item will not be paid for separately but shall be considered incidental to the various contract items.

INSURANCE REQUIREMENTS are as follows:

CONTRACTOR shall maintain insurance acceptable to the STATE in full force and effect throughout the term of this Contract. The policies of insurance maintained by CONTRACTOR shall provide the following minimum coverage:

<u>Coverage</u>	<u>Limit</u>
General Liability Insurance (occurrence form)	Bodily Injury and Property Damage (combined single limit): <u>\$1,000,000</u> per occurrence and <u>\$2,000,000</u> aggregate Personal Injury: <u>\$1,000,000</u> per occurrence and <u>\$2,000,000</u> aggregate.
Automobile Insurance (covering all owned, non-owned and hired automobiles)	Bodily Injury: <u>\$1,000,000</u> per person and <u>\$1,000,000</u> per occurrence. Property Damage: <u>\$1,000,000</u> per accident or combined single limit of <u>\$2,000,000</u> .
Workers Compensation (statutory limit is required by laws of the State of Hawaii)	Insurance to include Employer’s Liability. Both such coverages shall apply to all employees of the CONTRACTOR and, in case any sub-Contractor fails to provide adequate similar protection for all his employees, to all employees of sub-Contractors.

- a. The State of Hawaii, Department of Hawaiian Home Lands, its elected and appointed officials, officers, employees, and agents shall be named as additional insured with respect to operations, services or products provided to the State of Hawaii. CONTRACTOR agrees to provide to the DHHL, before the effective date of the Contract, certificate(s) of insurance necessary to evidence compliance with insurance



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provisions of this Contract. CONTRACTOR shall keep such insurance in effect and the certificate(s) on deposit with DHHL during the entire term of this Contract. Upon request by the STATE, CONTRACTOR shall furnish a copy of the policy or policies.

- b. Failure of CONTRACTOR to provide and keep in force such insurance shall be regarded as a material default under this Contract. The STATE shall be entitled to exercise any or all of the remedies provided in this Contract for default of CONTRACTOR.
- c. The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR's liability under this Contract or to fulfill the indemnification provisions and requirements of this Contract. Notwithstanding said policy or policies of insurance, CONTRACTOR shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this Contract.
- d. CONTRACTOR shall immediately provide written notice to the contracting department or agency should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration.
- e. DHHL is a self insured State agency. CONTRACTOR's insurance shall be primary. Any insurance maintained by the State of Hawaii shall apply in excess of, and shall not contribute with, insurance provided by CONTRACTOR.
- f. The CONTRACTOR shall require all Subcontractors to have in full force and effect the same insurance coverage as required of the CONTRACTOR. Such insurance shall name the State of Hawaii, Department of Hawaiian Home Lands, its elected and appointed officials, officers, employees, and agents as additional insured with respect to operations, services or products provided to the State of Hawaii. The CONTRACTOR shall be responsible to enforce its Subcontractors' compliance with these insurance requirements and CONTRACTOR shall, upon request, provide the STATE a copy of the policy or policies of insurance for any Subcontractor.

SC-03: COMPLETION SCHEDULE AND LIQUIDATED DAMAGES

The Contractor shall complete all work as specified or indicated in the Contract Documents on or before two hundred seventy-four (274) calendar days after receiving written Notice to Proceed, subject to extensions, as may be granted.

In case of failure on the part of the Contractor to complete the work within the time specified, the Contractor shall pay to DHHL as liquidated damages, and not as a penalty, \$750.00 per calendar day for each day that the project, in its entirety, remains incomplete.



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SC-04: PROCESS THROUGH CONSULTANT OF DHHL

Any and all submittals, reports, requests, claims and notices under the contract shall be processed through Land Development Division Project Manager, at Hale Kalanianaʻole, 91-5420 Kapolei Parkway, Kapolei, Hawaii 96707.

SC-05: SURVEYING SERVICES

The Contractor shall determine if any surveying services are required. Any surveying services shall be considered incidental to the scope of work under this contract and therefore covered under the terms of this contract. No separate payment shall be made.

The Contractor shall do the engineering work, construction layout, and reference staking for the proper control and completion of structures, grading, paving, drainage and utilities required for the completion of the work.

The Contractor shall engage a Licensed Professional Land Surveyor (Hawaii) to perform all necessary construction stakeouts.

The Contractor shall furnish and properly set reference stakes, markers, and batterboards required for the construction operations. The Contractor shall be solely and completely responsible for the accuracy of the line and grade. The Contractor shall notify the Engineer of errors or discrepancies found in previous surveys and plans before proceeding with the work.

The Contractor shall verify the locations and grades of the existing structures and topographical features before construction starts.

The Contractor shall submit two (2) copies of data used in setting and referencing stakes and other layout markings used by the Contractor.

If the Contractor should discover any error during construction, whether in alignment or grade, he shall immediately notify the Surveyor and the Engineer.

The Contractor shall correct or replace deficient or inaccurate layout and construction work at no cost to the Department.

The Contractor shall verify all street survey monuments (horizontal and vertical alignment) in accordance with County of Hawaii requirements prior to final acceptance by the Engineer.

DHHL shall provide a subdivision file plan to enable the Contractor's surveyor to stake out the various work associated with the roads and proposed lots.



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The Contractor shall furnish necessary personnel, engineering equipment and supplies, transportation and materials necessary to complete this work. The Department will consider the requirements imposed by this subsection and done by the Contractor included in the total sum bid. The Department will engage the Consultant's surveyors to install the permanent property pins which will be performed when the project is substantially completed.

The Contractor's surveyor shall verify any existing property pins and shall inform the Engineer of any discrepancies.

SC-06: ALLOWANCES

The proposal may contain payment items designated as allowances. Funds listed in allowance items are to be spent at the direction of DHHL. The allowance is an estimate only and is subject to increase or decrease depending on the actual cost of the item. The funds are for the direct costs of an item and all pricing, submittal and review, overhead, installation, profit, insurance, surety, processing of the issuance of checks for payment to other parties, and all other costs will be included. No payment will be made for incidental costs.

Allowances specifically set aside for construction work and materials will be negotiated when the scope of work is determined. Any unspent allowance costs will be deducted from the contract by change order prior to final payment.

SC-07: PERMITS AND FEES

Contractor shall apply and pay for all permits and inspection fees as required by all governmental agencies having jurisdiction over this project.

SC-08: COORDINATION WITH OTHER PARTIES

The Contractor shall coordinate all the necessary work for temporary utility services, permanent service and appurtenances with the appropriate agencies, including but not limited to the Department of Water Supply (DWS), Hawaiian Electric Light Company (HELCO), Department of Transportation (DOT). The Contractor will be working in areas where other contractors will be working on various other projects for DHHL, DOT, and County of Hawaii, and shall not interfere with or cause damage to the work of other contractors.

SC-09: CONTRACTOR'S LICENSING

It is each Contractor's sole responsibility to review the requirements of this project and determine the appropriate contractor's licenses that are required to complete the project. If the Contractor does not hold all of the licenses required to perform a particular item of



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work on this project with its own workers, the bidder must list subcontractors that hold the appropriate licenses in its proposal.

Proposals from Contractors that fail to comply with these requirements shall be rejected per DHHL Interim General Condition 3.2.

SC-10: WATER CHARGES AND REQUIREMENTS

The Contractor shall be solely responsible for obtaining water to meet any requirements of the contract. Unless otherwise indicated or provided for, any work, costs, charges and fees necessary to obtain water for this contract shall not be paid for separately but shall be considered incidental to the various contract items; no separate or additional payment will be made therefore.

SC-11: SOIL AND DUST CONTROL

To control the dust during construction, the Contractor shall have an adequate supply of water for dust control and if necessary, moisture conditioning of fill material at all times. The Contractor shall institute an erosion control program and dust control program to minimize soil erosion and wind erosion and airborne fugitive dust nuisance, respectively for the entire duration of this project.

SC-12: COMPLIANCE WITH COPELAND “ANTI-KICKBACK” ACT

The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

SC-13: ENERGY EFFICIENCY

The Contractor shall comply with all standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163) for the State of Hawaii.

SC-14: REVISIONS TO DHHL INTERIM GENERAL CONDITIONS (DATED AUGUST 16, 2005)

Throughout the DHHL Interim General Conditions, replace the address: “1099 Alakea Street, Suite 2000, Honolulu, Hawaii 96813” with “Hale Kalanianaʻole, 91-5420 Kapolei Parkway, Kapolei, Hawaii, 96707.”



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In addition, the following changes to the DHHL Interim General Conditions shall be in effect:

ARTICLE 2: PROPOSAL REQUIREMENTS AND CONDITIONS

In section 2.1.1.2, delete the second sentence, *“The words, ‘INTENTION TO BID’ must be clearly written or typed on the face of the envelope containing the written notice of intention to bid.”*

Replace section 2.1.1.7 on page 11 in its entirety with the following:

2.1.1.7 The Chairman may, in accordance with Section 103D-310 Hawaii Revised Statutes, require the prospective Bidder to submit answers to questions contained in the STANDARD QUALIFICATION QUESTIONNAIRE FOR PROSPECTIVE BIDDERS ON PUBLIC WORKS CONTRACTS, on the form provided by the Department, properly executed and notarized, setting forth a complete statement of the experience of such prospective Bidder and its organization in performing similar work and a statement of the equipment proposed to be used, together with adequate proof of the availability of such equipment, no later than 2:00 p.m. on the 10th calendar day prior to the day designated for opening bids. If the 10th calendar day prior to the day designated for opening bids is a Saturday, Sunday, or legal State holiday, then the questionnaire must be received by the Department no later than 2:00 p.m. on the last working day immediately prior to said Saturday, Sunday, or legal State holiday. The questionnaire will be time stamped when received by said office. The time designated by the time stamping device in said office shall be official. If the questionnaire is hand carried, then the bearer is responsible to ensure that the notice is time stamped by said office. E-mail and facsimile (FAX) transmissions are not acceptable in whole or in part, under any circumstances. If the information in the questionnaire proves satisfactory, the Bidder’s proposal will be received. All information contained in the answers to the questionnaire shall be kept confidential. The questionnaire will be returned to the Bidder after it has served its purpose.

In section 2.6.1, delete the third sentence, *“The face of the envelope containing the request must be clearly marked ‘SUBSTITUTION REQUEST’”*.

Revise section 2.10 as follows:

DELIVERY OF PROPOSALS. The entire proposal shall be placed together with the bid security, in a sealed envelope ~~no smaller than 9 1/2" x 12" so marked as to indicate the identity of the project, the project number, the date of bid opening and the name and address of the Bidder and then delivered as indicated in the Notice to Contractors.~~ Bids which do not comply with this requirement may not be considered. Proposals will be received up to the time fixed in the public notice for opening of bids and must



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be in the hands of the official by the time indicated. ~~The words “SEALED BID” must be clearly written or typed on the face of the sealed envelope containing the proposal and bid security.~~ The time designated by the time stamping device in DHHL shall be official.

Replace section 2.14, titled “PROTESTS,” on page 18 in its entirety with the following:

2.14 PROTESTS

- 2.14.1 Protests shall be governed by Section 103D-701, Hawaii Revised Statutes, and amended hereafter, and its implementing rules set forth in Title 3, Chapter 126, Subchapter 1, of the Hawaii Administrative Rules, and as amended hereafter.
- 2.14.2 The Chairman is the Department’s chief procurement officer to whom protests shall be addressed unless specified otherwise in the solicitation.

ARTICLE 3: AWARD AND EXECUTION OF CONTRACT

After Section 3.4.4 on page 21, insert the following new sections:

- 3.4.5 Responsibility of Offerors (§103D-310(c), HRS, and §3-122-112, HAR). Upon award of the contract under this solicitation, Offeror shall provide:
 - (a) An original tax clearance certificate from the Department of Taxation and the Internal Revenue Service, current within six months of issuance date;
 - (b) A certificate of compliance for Chapter 383 - Unemployment Insurance, Chapter 386 - Workers Compensation; Chapter 392 - Temporary Disability Insurance and Chapter 393 - Prepaid Health Care, from the Department of Labor and Industrial Relations, current within six months of issuance date (**Form LIR #27**); and
 - (c) A certificate of good standing from the Business Registration Division of the Department of Commerce and Consumer Affairs, within six months of issuance date.
- 3.4.5.1 Tax Clearance. Refer to Section 2.1.2.
- 3.4.5.2 Unemployment Insurance (HRS Chapter 383), Workers’ Compensation (HRS Chapter 386), Temporary Disability Insurance (HRS Chapter 392), and Prepaid Health Care (HRS Chapter 393). Successful Offeror shall be required to submit an approved certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid



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for six (6) months from the date of issue and must be valid on the date it is received by the purchasing agency.

The certificate of compliance shall be obtained on the State of Hawaii, DLIR Application for Certificate of Compliance with Section 3-122-112, HAR, Form LIR#27 which is available at <http://hawaii.gov/labor/forms/forms/DCD-LIR27.pdf>, or at neighbor island DLIR District Offices. The DLIR will return the form to the Offeror who in turn shall submit it to the purchasing agency.

The application for the certificate is the responsibility of the Offeror, and must be submitted directly to the DLIR and not to the purchasing agency.

- 3.4.5.3 Certificate of Good Standing. Successful Offeror shall be required to submit one of the following as applicable:
- (a) Hawaii business. A business entity referred to as a “Hawaii business”, is registered and incorporated or organized under the laws of the State of Hawaii. As evidence of compliance, Offeror shall submit a Certificate of Good Standing issued by the Department of Commerce and Consumer Affairs (DCCA), Business Registration Division (BREG).
 - (b) Sole Proprietorship. A Hawaii business that is a sole proprietorship, is not required to register with the BREG, and therefore not required to submit the certificate. An Offeror’s status as sole proprietor or other business entity and its business street address indicated on the Bid Offer Form will be used to confirm that the Offeror is a Hawaii business.
 - (c) Compliant non-Hawaii business. A business entity referred to as a “compliant non-Hawaii business” is not incorporated or organized under the laws of the State of Hawaii, but is registered to do business in the State. As evidence of compliance, Offeror shall submit a Certificate of Good Standing.

A Certificate of Good Standing may be obtained online at www.BusinessRegistrations.com, or by phone at (808) 586-2727 (M-F 7:45 to 4:30 HST). The “Certificate of Good Standing” is valid for six months from date of issue and must be valid on the date it is received by the purchasing agency. Offerors are advised that there are costs associated with registering and obtaining a “Certificate of Good Standing” from the DCCA.

- 3.4.5.4 Hawaii Compliance Express. Instead of separately applying for the abovementioned paper certificates at the various state/federal agencies, Offerors may choose to use the Hawaii Compliance Express (HCE), which allows businesses to register on-line at:



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<http://vendors.ehawaii.gov/hce/splash/welcome.html>.

The HCE provides the vendor with a "Certificate of Vendor Compliance" with current status as of the issuance date, accepted for both contracting purposes and final payment. Vendors that elect to use the HCE services are required to pay an annual fee of \$12.00.

ARTICLE 4: SCOPE OF WORK

4.5 - ALLOWANCES FOR OVERHEAD AND PROFIT (3-125-13-HAR)

- In both Sections 4.5.1.1 and Section 4.5.1.2, replace: “fifteen percent (15%)” with **[twenty percent (20%)]**
- In Section 4.5.1.3, replace: “seven percent (7%)” with **[ten percent (10 %)]**

ARTICLE 5: CONTROL OF WORK

5.2 – AUTHORITY OF THE PROJECT MANAGER

Under Section 5.2, Authority of the Project Manager, add the following sentence at the end of the paragraph:

“The Administrator of the Land Development Division of the Department, or his designee, shall also have authority to act on behalf of the Department on all matters regarding the contract that are not reserved for the Chairman.”

5.5 - SHOP DRAWINGS AND OTHER SUBMITTALS

In the second and fourth sentences of Section 5.5.1(c), replace “licensed professional Manager” with “licensed professional Engineer.”

5.6 – COORDINATION OF CONTRACT DOCUMENTS

After Section 5.6.4.1, insert the following new section:

5.6.4.2: In the event of a conflict between Form AG-008 (4/15/09) (the “General Conditions”) and the DHHL Interim General Conditions (August 16, 2005), the requirements of the “DHHL Interim General Conditions (August 16, 2005)” will apply to the extent provided by and as allowed under law.

5.9.3 – MANAGERING WORK

- Replace the word: “Managering” in this section title with “Engineering.”



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- In the first, second, and fourth sentences of this section, replace the words “Managing” with “engineering.”
- In Section 5.9.3.4 – Replace the phrase "Civil Manager" with "Civil Engineer."
- 1. 5.12 – VALUE MANAGERING INCENTIVE
- Replace the word: “Managing” in this section title with “Engineering.”
- In Sections 5.12.1 and 5.12.2, replace the word “Managing” with “Engineering.”
- In Section 5.12.4, replace the word "Manager" in this section title with "Engineer" and replace the phrase "professional architect or Manager" with "professional architect or engineer."

5.13 – SUBCONTRACTS

In Section 5.13.6 SUBCONTRACTING, add the following at the end: "For the purposes of this section, the Contractor's work is defined as: direct cost labor for contractor's forces; direct cost materials installed by the contractor's direct cost labor force; direct cost equipment, either owned or leased, used by the contractor's direct cost labor force; and field overhead cost to include: field supervision, field office trailer (if any), field office equipment and supplies, etc."

ARTICLE 7: PROSECUTION AND PROGRESS

Modify the following subsection on page 45 under:

7.2 - COMMENCEMENT REQUIREMENTS

After Section 7.2.1 on page 45, add the following new section:

7.2.1.1 Identification of the surveyor who shall be licensed in the State of Hawaii and will work for it throughout the course of the project per DHHL Interim General Condition 5.9.3.4.

7.3 - INSURANCE REQUIREMENTS

Delete the limits of liability insurance specified in items 7.3.7.2. and insert the following section:

“General Liability and Automobile Insurance. CONTRACTOR shall maintain, at its own expense, the minimum insurance coverage specified below throughout the term of this Contact.



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- a. General Liability insurance providing coverage of no less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence and TWO MILLION DOLLARS (\$2,000,000.00) in the aggregate.
- b. Automobile insurance providing coverage of no less than ONE MILLION DOLLARS (\$1,000,000.00) per accident.”

7.4 – PERMITS AND LICENSES

Edit the first sentence in section 7.4.1 as follows: The Department or its representatives may process Federal (e.g. Corps of ~~Managers~~ Engineers), State and county permit applications.

ARTICLE 8: MEASUREMENT AND PAYMENT

Modify the following subsections:

8.1 - MEASUREMENT OF QUANTITIES

- Under Section 8.1.2 on page 74, delete the following phrase: "except where slope exceeds ten percent (10%)."

8.4 - PROGRESS AND/OR PARTIAL PAYMENTS

- After Section 8.4.5 on page 79, insert the following new section:

8.4.6 Final Payment Requirements (§3-122-112, HAR). Contractor will submit the following with its invoice for final payment on the contract:

(a) An original tax clearance certificate, not over two months old.

(b) An original “Certification of Compliance for Final Payment” (SPO Form-22).

8.6 - RETAINAGE

- In Section 8.6.1. delete the second and third sentences and replace with the following new sentences:

“After fifty percent (50%) of the work is completed and progress is satisfactory, no additional sum will be withheld. If progress is not satisfactory, the Department may continue to withhold retainage sums not exceeding five percent (5%) of the amount due the Contractor.”
- After Section 8.6.1, add the following new sections:



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8.6.1.1. Contractor may 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 payments bonds or other bond or collateral acceptable to the Contractor.

8.6.1.2. Contractor or Subcontractor may negotiate with, and retain from its respective subcontractors, a different retainage percentage which cannot exceed ten percent (10%).

- Insert at the beginning of Section 8.6.3 on page 80: “Subject to approval by the Chairman, and at the Chairman’s sole discretion.”

SC-15: FINAL INSPECTION

Throughout the construction period, the work may be subject to periodic inspection by the Department, designated Construction Inspector, the County of Hawaii, and other applicable government agencies. Once work has been satisfactorily completed, the County, accompanied by the Department and Construction Inspector, will make the final inspection of the work to determine whether all work has been done in complete compliance with the requirements of the plans and these specifications.

The Contractor shall therefore schedule the final inspection with the Department of Public Works of the County of Hawaii and notify the Department’s Project Manager one week prior to said inspection.

Neither the scheduling nor the conduct of the aforementioned final inspection shall be deemed a waiver of the Department’s right to subsequently require Contractor to complete all unfinished or defective work to the satisfaction of the Department.

SC-16: COMPLIANCE WITH HAWAII REVISED STATUTES (HRS) CHAPTER 103B AS AMENDED BY ACT 192, SLH 2011 - EMPLOYMENT OF STATE RESIDENTS ON CONSTRUCTION PROCUREMENT CONTRACTS

The Contractor shall comply with the requirements of Hawaii Revised Statutes (HRS) Chapter 103B as amended by Act 192, SLH 2011, Employment of State Residents on Construction Procurement Contracts, as follows:

1. Definitions for terms used in HRS Chapter 103B as amended by Act 192, SLH 2011:



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- a. “Contract” means contracts for construction under chapter 103D, HRS.
 - b. “Contractor” has the same meaning as in section 103D-104, HRS, provided that “contractor” includes a subcontractor where applicable.
 - c. “Construction” has the same meaning as in section 103D-104, HRS.
 - d. “General Contractor” means any person having a construction contract with a governmental body.
 - e. “Procurement Officer” has the same meaning as in section 103D-104, HRS.
 - f. “Resident” means a person who is physically present in the State of Hawaii at the time the person claims to have established the person’s domicile in the State of Hawaii and shows the person’s intent is to make Hawaii the person’s primary residence.
 - g. “Shortage trade” means a construction trade in which there is a shortage of Hawaii residents qualified to work in the trade as determined by the Department of Labor and Industrial Relations.
2. HRS Chapter 103B as amended by Act 192, SLH 2011 – Employment of State Residents Requirements:
- a. A contractor awarded a contract shall ensure that Hawaii residents comprise not less than eighty per cent of the workforce employed to perform the contract work on the project. The 80% requirement shall be determined by dividing the total number of hours worked on the contract by Hawaii residents, by the total number of hours worked on the contract by all employees of the Contractor in the performance of the contract. The hours worked by any Subcontractor of the Contractor shall count towards the calculation for this section. The hours worked by employees within shortage trades, as determined by the Department of Labor and Industrial Relations (DLIR), shall not be included in the calculation for this section.
 - b. Prior to award of a contract, an Offeror/Bidder may withdraw an offer/bid without penalty if the Offeror/Bidder finds that it is unable to comply with HRS Chapter 103B as amended by Act 192, SLH 2011.
 - c. Prior to starting any construction work, the Contractor shall submit the subcontract dollar amount for each of its Subcontractors.
 - d. The requirements of this section shall apply to any subcontract of \$50,000 or more in connection with the Contractor; that is, such Subcontractors must



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also ensure that Hawaii residents comprise not less than 80% of the Subcontractor's workforce used to perform the subcontract.

- e. The Contractor and any Subcontractor whose subcontract is \$50,000 or more shall comply with the requirements of HRS Chapter 103B as amended by Act 192, SLH 2011.
- 1) Certification of compliance shall be made in writing under oath by an officer of the General Contractor and applicable Subcontractors and submitted with the final payment.
 - 2) The certification of compliance shall be made in writing under oath by an officer of the company by completing a "Certification of Compliance for Employment of State Residents" form and executing the Certificate before a licensed notary public.
 - 3) In addition to the certification of compliance as indicated above, the Contractor and Subcontractors shall maintain records such as certified payrolls for laborers and mechanics who performed work at the site and time sheets for all other employees who performed work on the project. These records shall include the names, addresses and numbers of hours worked on the project by all employees of the Contractor and Subcontractor who performed work on the project to validate compliance with HRS Chapter 103B as amended by Act 192, SLH 2011. The Contractor and Subcontractors shall retain these records and provide access to the State for a minimum period of four (4) years after the final payment, except that if any litigation, claim, negotiation, investigation, audit or other action involving the records has been started before the expiration of the four-year period, the Contractor and Subcontractors shall retain the records until completion of the action and resolution of all issues that arise from it, or until the end of the four year period, whichever occurs later. Furthermore, it shall be the Contractor's responsibility to enforce compliance with this provision by any Subcontractor.
- f. A General Contractor or applicable Subcontractor who fails to comply with this section shall be subject to any of the following sanctions:
- 1) With respect to the General Contractor, withholding of payment on the contract until the Contractor or its Subcontractor complies with HRS Chapter 103B as amended by Act 192, SLH 2011.
 - 2) Proceedings for debarment or suspension of the Contractor or Subcontractor under Hawaii Revised Statutes §103D-702.



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3. Conflict with Federal Law: This section shall not apply if the application of this chapter is in conflict with any federal law, or if the application of this chapter will disqualify any state or county agency from receiving federal funds or aid.

SC-17: APPRENTICESHIP AGREEMENT PREFERENCE – CONTRACTOR'S RESPONSIBILITY

1. For the duration of the contract awarded utilizing the Hawai'i Apprenticeship Preference, the Contractor shall certify each month that work is being conducted on the project, that it continues to be a participant in the relevant apprenticeship program for each trade it employs.
2. Monthly certification shall be made on *MONTHLY REPORT OF CONTRACTOR'S PARTICIPATION IN APPROVED APPRENTICESHIP PROGRAM UNDER ACT 17 (Monthly Certification Form 2)* prepared and made available by the DLIR. *Monthly Certification Form 2* shall be a signed original by the respective apprenticeship program sponsor's authorized official, and submitted by the Contractor with its monthly payment requests. *Monthly Certification Form 2* is available on the DLIR website at: <http://hawaii.gov/labor/wdd>
3. Should the Contractor fail or refuse to submit its monthly certification forms, or at any time during the construction of the project, cease to be a party to a registered apprenticeship agreement for each apprenticeable trade the Contractor employs, the Contractor will be subject to the following sanctions:
 - a. Withholding of the requested payment until the required form(s) are submitted;
 - b. Temporary or permanent cessation of work on the project, without recourse to breach of contract claims by the Contractor; provided the DHHL shall be entitled to restitution for nonperformance or liquidated damages claims; or
 - c. Proceed to debar pursuant to HRS §103D-702.
4. If events such as "acts of God," acts of a public enemy, acts of the State or any other governmental body in its sovereign or contractual capacity, fires, floods, epidemics, freight embargoes, unusually severe weather, or strikes or other labor disputes prevent the Contractor from submitting the certification forms, the Contractor shall not be penalized as provided herein, provided the Contractor completely and expeditiously complies with the certification process when the event is over.



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SC-18: METHOD OF AWARD

Bidder is required to bid on entire project, including Parts 2.A. and 2.B., the Sandwich Isles Communications, Inc. (SIC) portion of the work. The award of contract will be made on the basis of the lowest responsible and responsive bid for Parts 1.A. and 1.B., the DHHL portion only. Consequently, the bidder shall enter only the amount of Parts 1.A. and 1.B., DHHL portion of the work, on the Offer Letter in the Bid Form.

It is further understood and agreed that:

1. The Chairman reserves the right to reject any and/or all bids and waive any defects when, in his opinion, such rejection or waiver will be in the best interest of the State.
2. In addition to the above, the Chairman reserves the right to negotiate with the lowest responsible and responsive bidder to award a contract within available funds.
3. SIC is not required to accept the bid for the SIC portion of the work from the Contractor who submits the lowest bid for the DHHL portion of the work.
4. In the event that SIC chooses to procure a different contractor(s) for SIC's portion of the work, other than the low bid contractor awarded by DHHL for DHHL's portion of the work, then DHHL's contractor is required to allow SIC's contractor(s) to construct its work in a reasonable manner and shall provide coordination services for the installation of SIC's portion of the work.

SC-19: STANDARD SPECIFICATIONS AND STANDARD DETAILS

The "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, SEPTEMBER 1986," of the Departments of Public Works, County of Kauai, City and County of Honolulu, County of Maui, and County of Hawaii, of the State of Hawaii, and the "STANDARD DETAILS FOR PUBLIC WORKS CONSTRUCTION, SEPTEMBER 1984, AS REVISED SEPTEMBER 2000" of the Departments of Public Works, County of Kauai, City and County of Honolulu, County of Maui, and County of Hawaii, of the State of Hawaii, are by reference incorporated herein and made a part of these specifications. The term "Standard Specifications" used hereinafter refers to "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, SEPTEMBER 1986," and the term "Standard Details" used hereinafter refers to "STANDARD DETAILS FOR PUBLIC WORKS CONSTRUCTION, SEPTEMBER 1984, AS REVISED SEPTEMBER 2000." Copies of the Standard Specifications and Standard Details may be purchased at the Division of Purchasing during regular business hours of the City and County of Honolulu.



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The work embraced herein shall be done in accordance with the Standard Specification and Standard Details, insofar as they may apply.

SC-20: WATER SYSTEM SPECIFICATIONS

The “WATER SYSTEM STANDARDS” of the Department of Water Supply, County of Hawaii, dated 2002, and all subsequent amendments and additions, are by reference incorporated herein and made a part of these contract documents. The work embraced herein shall be performed by the Contractor in accordance with the “WATER SYSTEM STANDARDS” and the various sections of the State of Hawaii Special Conditions.

The term “Water System Standards” used in these contract documents refers to the “WATER SYSTEM STANDARDS” of the Department of Water Supply, County of Hawaii, dated 2002, and all subsequent amendments and additions.

SC-21: STATE STANDARD SPECIFICATIONS

The “Hawaii Standard Specifications for Road, Bridge and Public Works Construction,” Highways Division, Department of Transportation, State of Hawaii, 2005, as amended, and hereinafter referred to as the “State Standard Specifications” is by reference incorporated herein and made a part of these contract documents.

SC-22: SUBSTITUTION REQUESTS

The written substitution requests must be received by the Land Development Division no later than **2:00 p.m. on Monday, March 12, 2012**. The request may be hand carried or mailed to DHHL, Hale Kalanianaʻole, 91-5420 Kapolei Parkway, Kapolei, Hawaii 96707. Substitution requests by FAX are not acceptable.

SC-23: EXISTING GROUND ELEVATIONS

The existing ground elevations as shown on the plans shall be presumed as being correct prior to the grading work.

SC-24: ENGINEERING WORK

The DHHL may engage the Consultants for limited construction observations to supplement the inspections performed by the State and respective Counties. The Consultant’s authority shall be as described in the DHHL Interim General Conditions 5.4.



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SC-25: PROJECT SIGN

The Contractor shall furnish, erect, maintain and remove one (1) project sign.

The project signboard shall be 3/4" thick, "AC" exterior grade fir plywood with resin bonded surfaces on both sides, 4 feet in height and 7 feet long. All lettering type and size and color selection shall be as specified by DHHL.

All paints used shall be exterior enamel paints manufactured either by Ameritone-Devoe, Boysen, DuPont, Dutch Boy Fuller-O'Brien, Glidden, Pittsburg, Sherwin—Williams, Sinclair, or approved equal, and made primarily for the purpose for which they are used, and shall be prepared and applied strictly in accordance with the manufacturer's directions. Sign shall be painted with one prime coat and two finish coats.

Final layout shall be based upon sign plans submitted by the Contractor and approved by the DHHL.

The Project Sign shall be erected at a location directed by the DHHL and shall be adequately braced in such a way that does not interfere with the viewing of the sign. The sign shall be maintained in good condition throughout the progress of the work until final completion of the project. The project sign shall be erected within five (5) days after approval of the sign layout. After the final approval of the construction work by the DHHL, the project sign shall be removed from the site and shall become the property of the Contractor.

Payment will be made for one (1) project sign painted, with lettering specified by DHHL, in place complete (see enclosed details). Payment for sign removal shall be incidental to said item.



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PROJECT SIGN

SPECIFICATIONS

LETTER STYLE

COPY IS CENTERED AND SET IN ADOBE TYPE FUTURA HEAVY. IF THIS SPECIFIC TYPE IS NOT AVAILABLE, FUTURA DEMI BOLD MAY BE SUBSTITUTED. COPY SHOULD BE SET AND SPACED BY A PROFESSIONAL TYPESETTER AND ENLARGED PHOTOGRAPHICALLY FOR PHOTO STENCIL SCREEN PROCESS.

ART WORK

CONSTANT ELEMENTS OF THE SIGN LAYOUTS -- FRAME, OUTLINE, STRIPE, AND OFFICIAL STATE INFORMATION -- MAY BE DUPLICATED FOLLOWING WORKING DRAWING MEASUREMENTS OR BE REPRODUCED AND ENLARGED PHOTOGRAPHICALLY USING A LAYOUT TEMPLATE IF PROVIDED. THE STATE OF HAWAII" MASTHEAD SHOULD BE REPRODUCED AND ENLARGED AS INDICATED USING THE ARTWORK PROVIDED.

TITLES

THE SPECIFIC MAJOR WORK OF THE PROJECT UNDER CONSTRUCTION IS EMPHASIZED BY USING 3-3/4" TYPE (OR AS SPECIFIED BY DHHL), ALL CAPITALS. SECONDARY INFORMATION SUCH AS LOCATIONS OR BUILDING USES 2-1/4" TYPE, ALL CAPITALS. OTHER RELATED INFORMATION OF LESSER IMPORTANCE USES 2-1/4" (CAPITAL HEIGHT), TYPE IN LOWER CASE LETTERS. ALL LINES OF TYPE SHOULD NOT EXCEED THE WIDTH OF THE 6'-2" STRIPE.

MATERIALS

PANEL IS 3/4" THICK, "AC" EXTERIOR GRADE FIR PLYWOOD WITH RESIN BONDED SURFACES ON BOTH SIDES.

PAINT AND INKS

SCREEN PAINT INKS ARE MATTE FINISH. PAINTS ARE SATIN FINISH, EXTERIOR GRADE. REFERENCE TO AMERITONE COLOR KEY PAINT IS FOR COLOR WHICH MATCH ONLY.

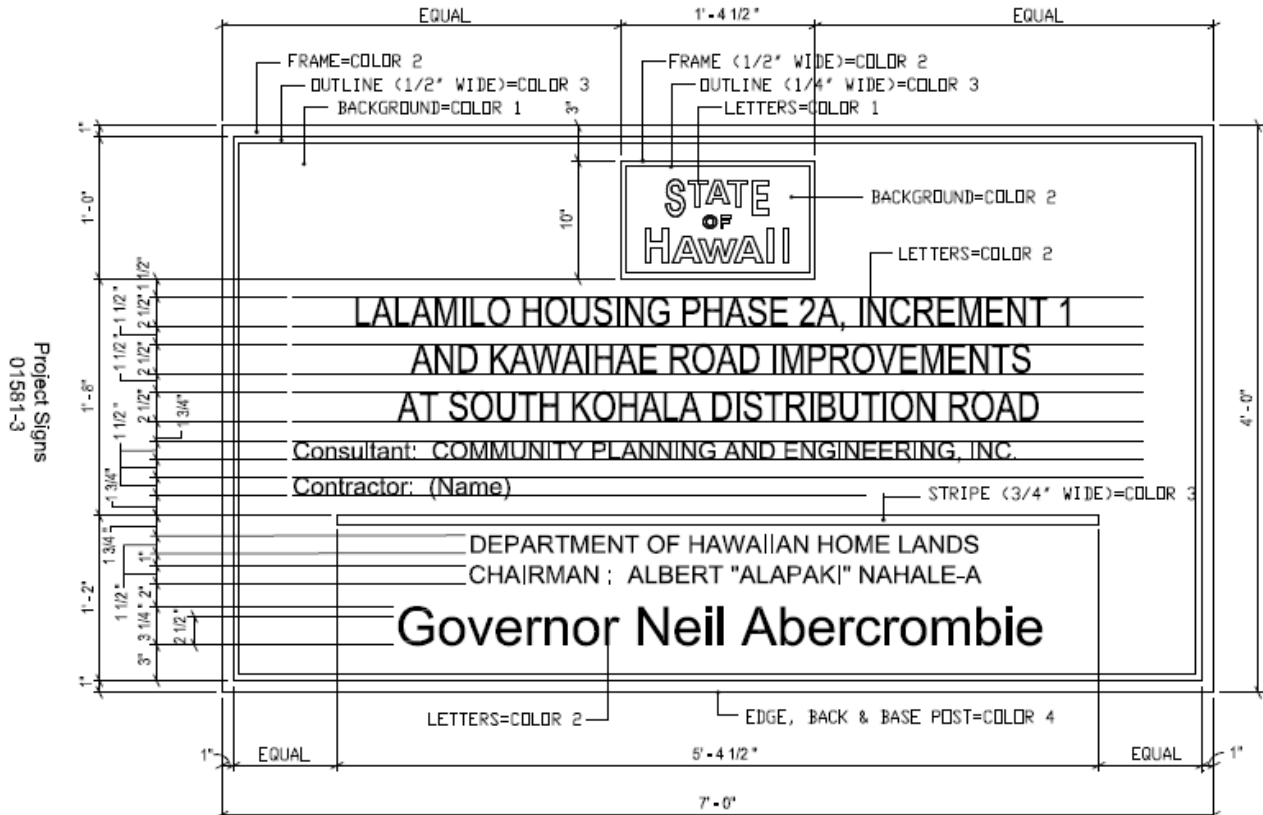
COLOR:

1. 1BL10A BOHEMIAN BLUE
2. 2H16P SOFTLY (WHITE)
3. 2VR2A HOT TANGO (RED)
4. 1M52E TOKAY (GRAY)



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SIGN LAYOUT DETAIL



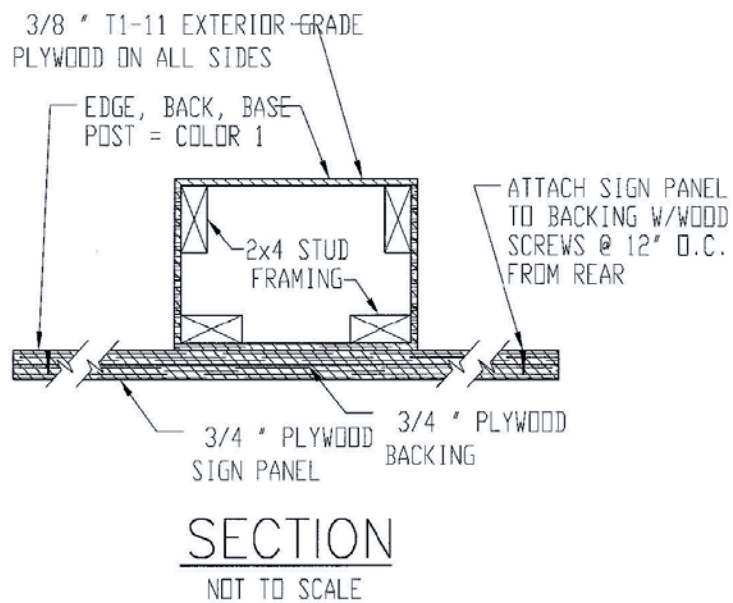
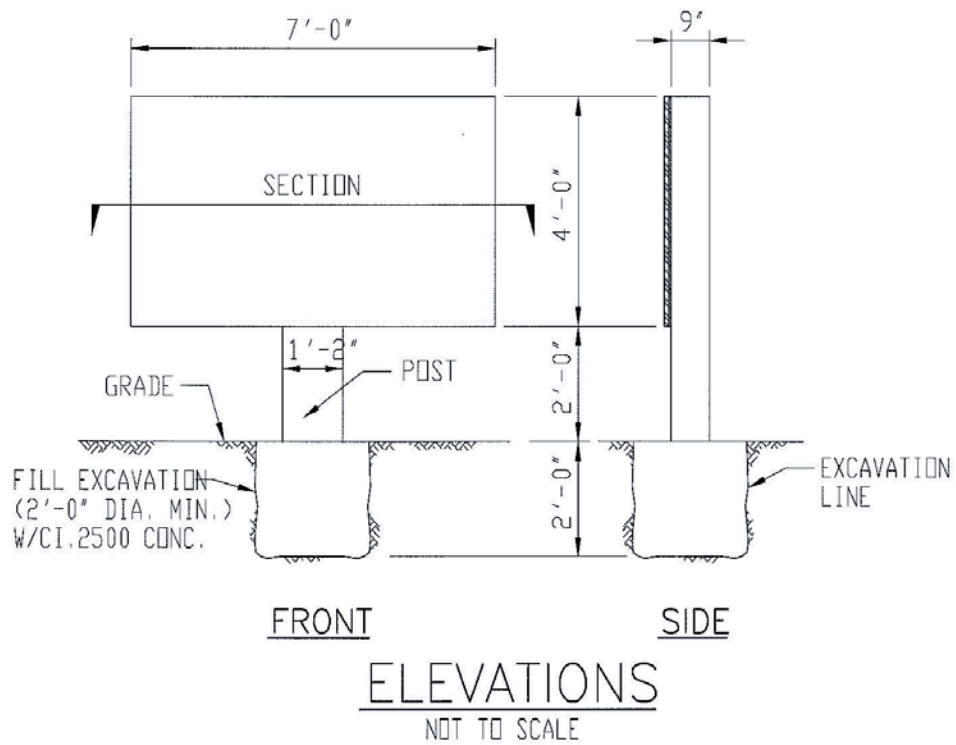
SIGN LAYOUT DETAIL

NOT TO SCALE



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SIGN ELEVATIONS/SECTIONS DRAWING





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SC-26: FIELD OFFICE

The Contractor shall provide a field office for exclusive use and entry of the Construction Manager and DHHL personnel, or their representatives, at a location approved by the Engineer within the Project limits. It shall be available within thirty (30) calendar days after the Notice to Proceed date of the Contract.

The field office shall:

1. Be separated by a soundproof wall if it adjoins the Contractor's office.
2. Have security measures (i.e., window bars) to discourage illegal entry into the field office and theft and vandalism of the contents.
3. Be weatherproof.
4. Have a minimum gross floor area of 45 feet by 12 feet.
5. Have a monitored wireless security alarm system.
6. Have an aggregate window area not less than 10 percent of the floor area.
7. Have two exterior doors with a keyed cylinder type lock.
8. Be furnished with a conference room table with sufficient chairs, one plan rack holding a minimum of 10 sets of plans, two new executive desks of minimum 36 inch x 72 inch size, two new executive type black chairs, one new 3-tier shelf with each tier a minimum of 13 inches high and 12 inches deep, one broom, telephone service, electric lighting, one new 4-drawer (legal size) file cabinet, one facsimile machine with automatic document feeder, hot/cold bottled drinking water dispenser unit, bottled water delivery service, and sewer system (as necessary).
9. Window-type air conditioning unit(s) capable of keeping the field office at 72°F or cooler.
10. Have three telephone exchange lines to the field office. One line shall be dedicated for a facsimile machine. One exchange line for telephone, complete with 2-line handsets with touch-tone and call forwarding capability. The third telephone exchange line shall be dedicated to modem/e-mail.
11. Have a high-speed cable or DSL modem with wireless capability compatible with the internet service account. Contractor to pay for internet services.



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12. Be provided with potable water service, water closet, lavatory, paper towels, toilet paper, paper cups, and soap. If the office cannot be equipped with a water closet and lavatory, the Contractor shall make other arrangements to provide such facilities for the County of Hawaii inspection personnel as approved by the Engineer.
13. Be provided with electrical service and lighting.

At the discretion of the Construction Manager: 1) the field office may be located outside of the Project limits; and 2) the above requirements for the field office may be reduced.

The Contractor shall maintain the field office in good repair and clean and sanitary condition and shall provide disposable items (paper towels, toilet paper, paper cups, soap, etc.) to the satisfaction of the Construction Manager throughout the duration of the Project. Should the Construction Manager, in his judgment, feel that the office is not being adequately maintained, operated or repaired, partial or full retention of the Contractor's monthly progress payment may be enforced until such inadequacies are corrected.

The field office, equipment, and telephone shall be maintained in good repair and in a clean and sanitary condition by the Contractor until final payment or an earlier date as determined by the Construction Manager. The ownership of the field office and equipment shall remain with the Contractor and shall not be removed until instructed by the Construction Manager.

SC-27: GEOTECHNICAL ENGINEER

The services of a geotechnical engineering firm will be retained by DHHL. The Contractor shall notify the Construction Manager whenever the geotechnical engineering firm's presence is needed at the site. The Geotechnical Engineer shall be present to observe work concerning excavation, placing and compacting soil materials, and to take field density tests. Also, the Geotechnical Engineer shall perform laboratory testing of all imported soils or on-site soils to determine its acceptability for its intended use as a select material or general fill material. The Geotechnical Engineer shall compile the daily observations, test data, test results and recommendations into a weekly submittal to the Construction Manager. The Geotechnical Engineer shall ensure that the geotechnical work complies with the soils report, specifications, and drawings.

Upon completion of the fine grading operation, the Geotechnical Engineer shall provide the information needed to complete the "Report after Grading" as required by the Hawaii County Code, Section 10-23. As a minimum, the Contractor shall submit a report summarizing the construction technique and inspection data as well as a statement regarding conformity to this chapter and the project specifications.



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The Contractor shall notify the County of Hawaii Director of Public Works or the director's representative when the grading operation is ready for final inspection. Final approval shall not be given until all work including installation of all drainage structures and their protective devices have been completed and the required reports have been submitted.

If deviations from the soil conditions and recommendations presented in the soils report occur, the Contractor shall notify the Construction Manager and Geotechnical Engineer and stop work in the area until the Geotechnical Engineer issues a course of action. Contractor shall stop work on other aspects of the project not affected by the soil condition.

SC-28: MEASUREMENT OF QUANTITIES

All quantities expressed in the proposal are computed and will be paid based on the horizontal plane. The quantities are for bidding purposes only and not intended to represent actual quantity installed.

Payment for non-expansive select material shall be based on the actual quantities incorporated in the work per the construction plans as directed by the Geotechnical Engineer. The Contractor shall record, on a daily basis, the mass graded stations, depths, widths and other data to accurately compute the quantities. The Contractor's surveyor shall furnish adequate reference points and stations to the satisfaction of the Construction Manager and to enable the Construction Manager to easily verify the stations. The Contractor shall submit three (3) copies of the report to the Construction Manager on a daily basis for record keeping and payment purposes.



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SC-29: SOILS INVESTIGATION AND REPORT

Subsurface soil investigations have been made at the subdivision site. A copy of the complete soils report entitled “Draft Preliminary Geotechnical Exploration Report. Department of Hawaiian Home lands, Lalamilo RS10 Subdivision Project, Lalamilo, Waimea, Big Island of Hawaii”, dated July 28, 2006, prepared by PSC Consultants LLC, is available on the compact disc (CD) provide with these bid documents.

Contract specifications shall control over soils report on contradictory requirements.

SC-30: HAWAII PRODUCT PREFERENCE

This solicitation is subject to Section 103D-1002, Hawaii Revised Statutes (HRS), as amended by Act 175 (Session Laws of Hawaii (SLH) 2009), regarding preference for Hawaii products. For products not currently on the Hawaii products list, the manufacturers and producers must complete and submit form SPO-38 to DHHL. The form must be received by DHHL no later than **2:00 p.m., Monday, March 12, 2012**. Submittal by facsimile (808-620-9299) or e-mail (Jeffrey.Y.Fujimoto@hawaii.gov) is acceptable.

The form SPO-38 is available on the SPO webpage at <http://hawaii.gov/spo> under the ‘Quicklinks’ menu; click on ‘Forms for Vendors, Contractors, and Service Providers’ to view and download SPO-38 from site.

Bidders may claim a Hawaii product preference for products that it manufactures or produces with its own workforce and equipment. The form SPO-38, *Certification for Hawaii Product Preference*, must be submitted in accordance with the procedures described above in order for Bidder to claim a Hawaii product preference for such Hawaii products Bidder intends to use in work.

SC-31: FIRE PREVENTION PLAN

The site is dry and subject to fires. As such, the Contractor shall prepare a Comprehensive Fire Prevention Plan, post the regulations on the walls of the field office and enforce the plan.

SC-32: ARCHAEOLOGICAL SITES

An archaeological assessment of the project areas was completed and no archaeological sites were found within the project limits. The Contractor should be aware that archaeological sites may be encountered during the construction of this project. If the Contractor encounters a potential archaeological site during construction, he shall immediately cease all operations in the area and contact the Construction Manager.



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SC-33: INADVERTENT DISCOVERY OF HUMAN BURIALS

Although not expected, in the event human burials are inadvertently discovered, the Contractor shall immediately stop work in the vicinity of the burial and contact the following parties and agencies immediately: State Historic Preservation Division, the Construction Manager, the Consultant, the Office of Hawaiian Affairs, Hui Malama I Na Kupuna 'O Hawai'i Nei, and the Hawaii Island Burial Council.

DHHL shall provide the Contractor with a Supplemental Agreement for additional time added to the Contractor's performance schedule for the mitigation of any inadvertent discovery of human remains.

SC-34 CERTIFICATION

The Contractor and the Contractor's Licensed Professional Land Surveyor shall jointly certify that the road grading and lot grading and installation of utilities, ditches, and swales were built to the lines and grades shown on the project plans.

SC-35: EARTHWORK QUANTITIES AND IMPORTED MATERIAL

Prior to any earthwork operations, the Contractor shall submit to the Engineer a list of estimated quantities for trenching, backfill and imported material.

SC-36: RECORD DRAWINGS

Field Posted As-Built Drawings, the intent of which is to record the actual in-place construction so that any future renovations or tie-ins can be anticipated accurately, shall be prepared and submitted by the Contractor. To accomplish this, the following procedure shall be followed by the Contractor:

1. A full-size set of field posted as-built drawings shall be neatly maintained at the job site. All deviations from alignments, elevations and dimensions which are stipulated on the drawings and authorizations given by the Engineer to deviate from the drawings shall be clearly and accurately recorded by the Contractor on this set of record drawings.
2. Changes shall be recorded immediately after they are constructed in place to assure they are not forgotten. Record the changes using erasable colored pencil and refer to the authorizing document (RFI, Shop Drawing, Field Modification) or Change Order. The following color codes shall be used to document these changes on the drawings:

Additions - RED



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Deletions - GREEN
Comments - BLUE
Dimensions - GRAPHITE*

* Legibly mark to record actual depths, horizontal and vertical location of utilities and structures relative to permanent surface improvements.

The field posted as-built drawings shall be made available to the Construction Manager and Engineer during normal working hours at the Contractor's field office so that its clarity and accuracy can be monitored.

A monthly log of all the record changes shall be submitted with each progress payment request. The Contractor shall not be entitled to any progress payment until he has provided a completed log which accurately reflects the work that was done. The log shall identify each revision by drawing number and a description of the revision. The Contractor and Construction Manager shall schedule a day each month to meet and review the log and drawings together.

3. The words "FIELD POSTED AS-BUILT" shall be labeled on the title sheet and certified by the Contractor as to accuracy and completeness as shown below:

FIELD POSTED AS-BUILT

Certified By: _____ Date: _____
Contractor (Include name and company)

4. The words "FIELD POSTED AS-BUILT" shall be labeled on all sheets in the margin space to the right of the sheet number written from the bottom upward.
5. The Index to Drawings shall be revised with the label "FIELD POSTED AS-BUILT" for each sheet. The index shall conclude with the following note: "A COMPLETE SET CONTAINS ____ SHEETS" with the total number of sheets comprising the set to be placed in the blank.
6. Any "FIELD POSTED AS-BUILT" drawing which the Construction Manager or Engineer determines does not accurately record the deviation, or is not legible, will be rejected and returned to the Contractor for corrections. Drawings that are ripped or have excessive eraser marks from changes shall be replaced with a clean set of drawings.
7. Submit the set of approved "FIELD POSTED AS-BUILT" drawings to the Engineer no later than five (5) calendar days prior to the date of final inspection.



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8. “RECORD DRAWINGS” will be prepared by the design consultant using the “FIELD POSTED AS-BUILT.” Both sets of drawings will be sent to the Contractor for review and approval. The Contractor will have one (1) week to review and approve the drawings. After the Contractor is satisfied the Record Drawings are correct, the Contractor shall certify changes by signing the tracings.

SC-37: STATE AND COUNTY INSPECTION

All work within the State of Hawaii and County of Hawaii maintained easements and roadways shall be inspected and approved by the applicable agencies of the State of Hawaii and County of Hawaii. The Contractor shall make arrangements directly with the appropriate agencies to arrange for inspection of work and obtain the necessary certificates according to Section 23-81 *Final approval before construction completed; bond required* of the Hawaii County Code (2005), prior to the completion date outlined in these specifications. All work and/or fees necessary to comply with this item shall be considered incidental to the various contract items. No separate payment shall be made.

SC-38: STATE GENERAL EXCISE TAX

This project is exempt from the State of Hawaii General Excise Tax. The Contractor’s bid shall not include the General Excise Tax for all work. Contractor shall submit Form G-37 for itself and all subcontractors to DHHL through the Construction Manager for processing and certification.

SC-39: CONTINGENT ITEMS

The quantity shown in the Bid Form for contingent items is approximate only and for the purpose of obtaining a unit price bid. The quantity may vary depending on the field conditions. Payment for contingent items shall be made by multiplying the number of units authorized by the Engineer of such contingent item incorporated in the work by the unit price for such item as set forth in the Bid Form. Adjustments in the total lump sum bid price shall be made accordingly.

SC-40: TELECOMMUNICATION SYSTEM

The telecommunication system for the subdivision, to consist of buried conduits in the road sidewalk area, conduits crossing the road pavement areas at various locations, handholes, appurtenances, and other minor improvements constructed and installed in accordance with Rural Electrician Standards, shall be installed in and for the project under a separate contract let out by SIC.

Bidders shall bid on the entire project, including the SIC portion of the Bid Form; all items for Parts 1.B and 2.B. of the Bid Form must be filled in.



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Upon the request of SIC, the awardee of the Contract with DHHL shall also enter into a separate and direct contract with SIC for the construction of the telecommunication system at the amount bid under this IFB and break out its bid prices to comply with the SIC contracting format.

However, SIC is not required to accept the bid amount entered for the SIC portion of the work, in this case under Parts 1.B. and 2.B. of the Bid Form, from the bidder who submits the lowest bid for the DHHL portion of the work and SIC is not bound to retain this bidder for the construction of the telecommunications system.

In the event that SIC elects to produce a different contractor for its work, other than the contractor retained by DHHL for the DHHL portion of the work, in this case Parts 1.A. and 1.B. of the Bid Form, the DHHL contractor shall be required to allow the SIC contractor to construct its work in a reasonable manner and shall provide any coordination services necessary for the installation of the SIC portion of the work.

The Contractor is directed to refer to DHHL Interim General Condition 7.12.

SC-41: CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS

Contractors are hereby notified of the applicability of Section 11-205.5, HRS, which states that campaign contributions from specified State or County government contractors during the term of the contract if the contractors are paid with funds appropriated by a legislative body.

SC-42: UNAPPROVED CONSTRUCTION PLANS

Bidders are notified that the construction plans for this project are still being processed for approval signatures and that the plans may change. DHHL will not issue Notice to Proceed on the contract until the plans have been approved. In order that there will be no misunderstanding as to the work being bid, the successful bidder shall retain one set of "bid set" documents for their record.

SC-43: CONSTRUCTION YARD AND RIGHT-OF-ENTRY

Contractor shall be responsible for determining the staging area and final route in and out of the project site in coordination with the land owner(s) and for obtaining right-of-entry from the respective landowner(s).

SC-44: CATTLE RANCHING

Project site (TMK: (3) 6-6-01: Portion 77) is currently under lease for cattle ranching purposes. Prior to start of construction, the Contractor shall coordinate with Contracting Officer in accessing the cordoned areas as well as the removal and demolition of the existing fences within the project site.



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SC-45: BOND TO WORK WITHIN STATE RIGHT-OF-WAY

Contractor shall provide a separate bond to work within Kawaihae Road (State DOT Right-of-Way).

SC-46: BURIAL SITE 21920

Prior to relocating the burial site, the surrounding area outside of the fenced buffer zone shall be mass-graded to finish conditions. Allowable cut-slope outside the buffer zone during the initial phase of grading shall not be steeper than 2H:1V. An Archeologist will be on-site to monitor the Contractor's grading work. Upon completion of the initial phase of the grading work, the burial structure will be disassembled by hand and stored at a nearby location. The burial remains will be disinterred by hand and relocated to a nearby temporary storage area within the project area lands. The remaining site will then be mass-graded to finish conditions, which shall not exceed a two-week duration. A minimum 3-foot (wide) by 7-foot (length) by 3-foot (depth) trench shall be over-excavated for the interment. The burial remains will be reinterred in the trench and the burial feature will be reconstructed. Orange fence will be installed as a temporary buffer at a distance of 20 feet around the outside perimeter of the burial feature. The buffer fence will be inspected by an archaeological monitor.

State of Hawaii
DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS
Princess Ruth Ke`elikolani Building
830 Punchbowl Street
Honolulu, Hawaii 96813

September 19, 2011
WAGE RATE SCHEDULE BULLETIN NO. 476

This schedule of wage rates contained herein is recognized by the Director of Labor and Industrial Relations to be prevailing on public construction work for the purposes of Chapter 104, Hawaii Revised Statutes. The schedule of wage rates determines the applicable wage determination for each classification and does not impose any staffing requirements for any classification. The schedule of wage rates is applicable only to those laborers and mechanics employed at the site of work.

As required by law, future wage rates for laborers and mechanics are incorporated into this bulletin based on available information and are subject to change. Whenever the Director determines that the prevailing wage has increased as shown in the wage rate schedule, the contractor must increase the wages accordingly during the performance of the contract. For addenda or additional wage rate schedules, please consult the Internet at <http://hawaii.gov/labor/rs>.

The Apprentice Schedule is available on the Internet or upon request from the Research and Statistics Office. Pursuant to Section 12-22-6 (1), Hawaii Administrative Rules, the Apprentice Schedule is applicable only to apprentices who are parties to apprenticeship agreements registered with or recognized by the Department of Labor and Industrial Relations.

Questions on the schedule should be referred to the Research and Statistics Office at (808) 586-9019.

The next regular schedule will be issued on or about February 15, 2012.

DWIGHT TAKAMINE
Director



STATE OF HAWAII
NEIL ABERCROMBIE, Governor

DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS
DWIGHT TAKAMINE, Director
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In cooperation with:
WAGE STANDARDS DIVISION
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WAGE RATE SCHEDULE BULLETIN NO. 476

Classification	Current			2011			2012			2013			Remarks See Pg 6-7
	Prevailing Wage Total	Basic Hourly Rate	Fringe Hourly Rate	Prevailing Wage Total	Basic Hourly Rate	Fringe Hourly Rate	Prevailing Wage Total	Basic Hourly Rate	Fringe Hourly Rate	Prevailing Wage Total	Basic Hourly Rate	Fringe Hourly Rate	
* ASPHALT PAVING GROUP:	9/19/11												
Asphalt Concrete Material Transfer	\$62.99	\$36.57	\$26.42	-	-	-	-	-	-	-	-	-	
Asphalt Raker	\$62.03	\$35.61	\$26.42	-	-	-	-	-	-	-	-	-	
Asphalt Spreader Operator	\$63.51	\$37.09	\$26.42	-	-	-	-	-	-	-	-	-	
Laborer, Hand Roller	\$59.26	\$32.84	\$26.42	-	-	-	-	-	-	-	-	-	
Roller Operator (5 tons and under)	\$61.76	\$35.34	\$26.42	-	-	-	-	-	-	-	-	-	
Roller Operator (over 5 tons)	\$63.19	\$36.77	\$26.42	-	-	-	-	-	-	-	-	-	
Screed Person	\$62.99	\$36.57	\$26.42	-	-	-	-	-	-	-	-	-	
EQUIPMENT OPERATOR:													
Combination Loader/Backhoe (over 3/4 cu. yd.)	\$62.03	\$35.61	\$26.42	-	-	-	-	-	-	-	-	-	
Combination Loader/Backhoe (up to 3/4 cu. yd.)	\$61.05	\$34.63	\$26.42	-	-	-	-	-	-	-	-	-	
Concrete saws and/or Grinder (self-propelled unit on streets, highways, airports and canals)	\$62.99	\$36.57	\$26.42	-	-	-	-	-	-	-	-	-	
Grader, Soil Stabilizer, Cold Planer	\$63.82	\$37.40	\$26.42	-	-	-	-	-	-	-	-	-	
Loader (2-1/2 cu. yds. and under)	\$62.99	\$36.57	\$26.42	-	-	-	-	-	-	-	-	-	
Loader (over 2-1/2 cu. yds. to and including 5 cu. yds.)	\$63.31	\$36.89	\$26.42	-	-	-	-	-	-	-	-	-	
TRUCK DRIVER:													
Assistant to Engineer	\$61.76	\$35.34	\$26.42	-	-	-	-	-	-	-	-	-	
Oil Tanker (double), Hot Liquid Asphalt Tanker	\$63.31	\$36.89	\$26.42	-	-	-	-	-	-	-	-	-	
Semi-Trailer, Semi-Dump, Asphalt Distributor	\$62.99	\$36.57	\$26.42	-	-	-	-	-	-	-	-	-	
Slip-in or Pup	\$63.31	\$36.89	\$26.42	-	-	-	-	-	-	-	-	-	
Single or Rock Cans Tandem Dump Truck (8 cu. yds. & under, water level)	\$62.03	\$35.61	\$26.42	-	-	-	-	-	-	-	-	-	
Single or Rock Cans Tandem Dump Truck (over 8 cu. yds., water level)	\$62.34	\$35.92	\$26.42	-	-	-	-	-	-	-	-	-	
Tractor Trailer (hauling equipment)	\$63.42	\$37.00	\$26.42	-	-	-	-	-	-	-	-	-	
Utility, Flatbed	\$61.76	\$35.34	\$26.42	-	-	-	-	-	-	-	-	-	
BOILERMAKER	2/21/11												
	\$57.98	\$33.30	\$24.68	-	-	-	-	-	-	-	-	-	
* CARPENTER:	9/19/11						8/27/12			8/26/13			
Carpenter; Patent Scaffold Erector (Over 14 feet);													
Piledriver; Pneumatic Nailer	\$57.62	\$38.00	\$19.62	-	-	-	\$59.07	\$39.25	\$19.82	\$60.57	\$40.50	\$20.07	1,12
Millwright	\$57.87	\$38.25	\$19.62	-	-	-	\$59.32	\$39.50	\$19.82	\$60.82	\$40.75	\$20.07	1,12
Power Saw Operator (2 h.p. & above)	\$57.77	\$38.15	\$19.62	-	-	-	\$59.22	\$39.40	\$19.82	\$60.72	\$40.65	\$20.07	1,12
CEMENT FINISHER:	8/29/11						9/3/12			9/2/13			
Cement Finisher; Curb Setter; Precast Panel Setter;													
Manhole Builder	\$56.47	\$33.85	\$22.62	-	-	-	\$58.22	\$35.30	\$22.92	\$59.77	\$36.80	\$22.97	2,12
Trowel Machine Operator	\$56.62	\$34.00	\$22.62	-	-	-	\$58.37	\$35.45	\$22.92	\$59.92	\$36.95	\$22.97	2,12
* CHLORINATOR	9/19/11												
	\$27.13	\$25.73	\$1.40	-	-	-	-	-	-	-	-	-	

WAGE RATE SCHEDULE BULLETIN NO. 476

Classification	Current			2011			2012			2013			Remarks See Pg 6-7
	Prevailing Wage Total	Basic Hourly Rate	Fringe Hourly Rate	Prevailing Wage Total	Basic Hourly Rate	Fringe Hourly Rate	Prevailing Wage Total	Basic Hourly Rate	Fringe Hourly Rate	Prevailing Wage Total	Basic Hourly Rate	Fringe Hourly Rate	
* DIVER:	9/19/11												
Diver (Aqua Lung) (Scuba) - Up to a depth of 30 feet	\$74.67	\$49.38	\$25.29	-	-	-	-	-	-	-	-	-	12
Diver (Aqua Lung) (Scuba) - Over a depth of 30 feet	\$84.04	\$58.75	\$25.29	-	-	-	-	-	-	-	-	-	12
Stand-By Diver (Aqua Lung) (Scuba)	\$65.29	\$40.00	\$25.29	-	-	-	-	-	-	-	-	-	12
Diver (Other than Aqua Lung)	\$84.04	\$58.75	\$25.29	-	-	-	-	-	-	-	-	-	3,12
Stand-By Diver (Other than Aqua Lung)	\$65.29	\$40.00	\$25.29	-	-	-	-	-	-	-	-	-	3,12
Tender (Other than Aqua Lung)	\$62.26	\$36.97	\$25.29	-	-	-	-	-	-	-	-	-	12
* DRAPERY INSTALLER	9/19/11												
	\$18.75	\$15.71	\$3.04	-	-	-	-	-	-	-	-	-	
* DRYWALL INSTALLER	9/19/11						8/27/12			8/26/13			
	\$57.87	\$38.25	\$19.62	-	-	-	\$59.32	\$39.50	\$19.82	\$60.82	\$40.75	\$20.07	12
ELECTRICIAN:	2/20/11												
Cable Splicer (inside/outside)	\$70.74	\$44.33	\$26.41	-	-	-	-	-	-	-	-	-	4
	2/21/11												
Ground Worker (outside)	\$52.34	\$30.23	\$22.11	-	-	-	-	-	-	-	-	-	4
	2/20/11												
Heavy Equipment Operator (outside)	\$60.22	\$36.27	\$23.95	-	-	-	-	-	-	-	-	-	4
Line Installer (outside); Wire Installer (inside)	\$65.48	\$40.30	\$25.18	-	-	-	-	-	-	-	-	-	4
Technician (inside/outside)	\$67.07	\$41.51	\$25.56	-	-	-	-	-	-	-	-	-	4
	2/21/11												
Telecommunication Worker	\$33.49	\$23.20	\$10.29	-	-	-	-	-	-	-	-	-	
ELEVATOR CONSTRUCTOR MECHANIC	2/21/11												
	\$71.265	\$49.48	\$21.785	-	-	-	-	-	-	-	-	-	12
* EQUIPMENT OPERATOR:	9/19/11												
Group 1	\$59.98	\$34.69	\$25.29	-	-	-	-	-	-	-	-	-	5,12
Group 2	\$60.09	\$34.80	\$25.29	-	-	-	-	-	-	-	-	-	5,12
Group 3	\$60.26	\$34.97	\$25.29	-	-	-	-	-	-	-	-	-	5,12
Group 4	\$60.53	\$35.24	\$25.29	-	-	-	-	-	-	-	-	-	5,12
Group 5	\$60.84	\$35.55	\$25.29	-	-	-	-	-	-	-	-	-	5,12
Group 6	\$61.49	\$36.20	\$25.29	-	-	-	-	-	-	-	-	-	5,12
Group 7	\$61.81	\$36.52	\$25.29	-	-	-	-	-	-	-	-	-	5,12
Group 8	\$61.92	\$36.63	\$25.29	-	-	-	-	-	-	-	-	-	5,12
Group 9	\$62.03	\$36.74	\$25.29	-	-	-	-	-	-	-	-	-	5,12
Group 9A	\$62.26	\$36.97	\$25.29	-	-	-	-	-	-	-	-	-	5,12
Group 10	\$62.32	\$37.03	\$25.29	-	-	-	-	-	-	-	-	-	5,12
Group 10A	\$62.47	\$37.18	\$25.29	-	-	-	-	-	-	-	-	-	5,12
Group 11	\$62.62	\$37.33	\$25.29	-	-	-	-	-	-	-	-	-	5,12
Group 12	\$62.98	\$37.69	\$25.29	-	-	-	-	-	-	-	-	-	5,12
Group 12A	\$63.34	\$38.05	\$25.29	-	-	-	-	-	-	-	-	-	5,12
* FLOOR LAYER (CARPET, LINOLEUM & SOFT TILE)	9/19/11												
	\$49.10	\$28.12	\$20.98	-	-	-	-	-	-	-	-	-	
* GLAZIER	9/19/11												
	\$56.27	\$32.05	\$24.22	-	-	-	-	-	-	-	-	-	6

WAGE RATE SCHEDULE BULLETIN NO. 476

Classification	Current			2011			2012			2013			Remarks See Pg 6-7
	Prevailing Wage Total	Basic Hourly Rate	Fringe Hourly Rate	Prevailing Wage Total	Basic Hourly Rate	Fringe Hourly Rate	Prevailing Wage Total	Basic Hourly Rate	Fringe Hourly Rate	Prevailing Wage Total	Basic Hourly Rate	Fringe Hourly Rate	
* HELICOPTER WORK:	9/19/11												
Airborne Hoist Operator	\$63.84	\$38.55	\$25.29	-	-	-	-	-	-	-	-	-	12
Co-Pilot	\$63.98	\$38.69	\$25.29	-	-	-	-	-	-	-	-	-	12
Pilot	\$64.15	\$38.86	\$25.29	-	-	-	-	-	-	-	-	-	12
* INSULATOR	9/19/11									3/1/13			
Previously listed as Asbestos Worker/Insulator	\$59.45	\$36.65	\$22.80	-	-	-	-	-	-	\$61.05	\$37.65	\$23.40	7
IRONWORKER:	9/1/11												
Reinforcing, Structural	\$61.76	\$33.75	\$28.01	-	-	-	-	-	-	-	-	-	8
LABORER:	8/29/11						9/3/12			9/2/13			
Driller	\$47.21	\$31.30	\$15.91	-	-	-	\$48.26	\$32.30	\$15.96	\$49.26	\$33.30	\$15.96	1
Guniting Operator	\$46.71	\$30.80	\$15.91	-	-	-	\$47.76	\$31.80	\$15.96	\$48.76	\$32.80	\$15.96	1
High Scaler (Working Suspended)	\$46.71	\$30.80	\$15.91	-	-	-	\$47.76	\$31.80	\$15.96	\$48.76	\$32.80	\$15.96	
Laborer I	\$46.21	\$30.30	\$15.91	-	-	-	\$47.26	\$31.30	\$15.96	\$48.26	\$32.30	\$15.96	1
Laborer II	\$43.61	\$27.70	\$15.91	-	-	-	\$44.66	\$28.70	\$15.96	\$45.66	\$29.70	\$15.96	1
Light Clean-up (Janitorial) Laborer	\$33.17	\$21.70	\$11.47	-	-	-	\$34.37	\$22.70	\$11.67	\$35.47	\$23.70	\$11.77	1
Powder Blaster	\$47.21	\$31.30	\$15.91	-	-	-	\$48.26	\$32.30	\$15.96	\$49.26	\$33.30	\$15.96	1
Window Washer (Outside) (On bosun's chair, cable-suspended scaffold or work platform)	\$45.71	\$29.80	\$15.91	-	-	-	\$46.76	\$30.80	\$15.96	\$47.76	\$31.80	\$15.96	
LANDSCAPER:	8/29/11						9/3/12			9/2/13			
Landscape & Irrigation Laborer A	\$30.22	\$21.70	\$8.52	-	-	-	\$31.14	\$22.15	\$8.99	\$32.16	\$22.65	\$9.51	
Landscape & Irrigation Laborer B	\$30.72	\$22.20	\$8.52	-	-	-	\$31.64	\$22.65	\$8.99	\$32.66	\$23.15	\$9.51	
Landscape & Irrigation Maintenance Laborer	\$26.72	\$18.20	\$8.52	-	-	-	\$27.64	\$18.65	\$8.99	\$28.66	\$19.15	\$9.51	
* LATHER	9/19/11						8/27/12			8/26/13			
	\$57.87	\$38.25	\$19.62	-	-	-	\$59.32	\$39.50	\$19.82	\$60.82	\$40.75	\$20.07	12
MASON; Bricklayer;	8/29/11						9/3/12			9/2/13			
Cement Blocklayer; Stone Mason; Precast Sill Setter	\$56.52	\$33.90	\$22.62	-	-	-	\$58.27	\$35.35	\$22.92	\$59.82	\$36.85	\$22.97	2,12
Pointer-Caulker-Weatherproofer	\$56.77	\$34.15	\$22.62	-	-	-	\$58.52	\$35.60	\$22.92	\$60.07	\$37.10	\$22.97	2,12
PAINTER: (Note: 2 increases per year)	8/8/11						1/1/12						
Painter; Spray Painter; Sandblaster or Waterblaster	\$58.00	\$33.60	\$24.40	-	-	-	\$58.75	\$34.10	\$24.65	-	-	-	12
							7/1/12						
Painter; Spray Painter; Sandblaster or Waterblaster	-	-	-	-	-	-	\$59.50	\$34.60	\$24.90	-	-	-	12
PLASTERER	8/29/11						9/3/12			9/2/13			
	\$57.31	\$34.69	\$22.62	-	-	-	\$59.06	\$36.14	\$22.92	\$60.61	\$37.64	\$22.97	2,12
PLUMBER: (Note: 2 increases per year)	7/3/11						1/1/12			1/6/13			
Plumber; Pipefitter; Refrigeration Fitter; Heating & Air Conditioning Fitter; Sprinkler Fitter; Steamfitter	\$58.36	\$36.10	\$22.26	-	-	-	\$59.26	\$36.60	\$22.66	\$60.86	\$37.60	\$23.26	9
							7/1/12			7/7/13			
Plumber; Pipefitter; Refrigeration Fitter; Heating & Air Conditioning Fitter; Sprinkler Fitter; Steamfitter	-	-	-	-	-	-	\$59.96	\$37.10	\$22.86	\$61.86	\$38.10	\$23.76	9

WAGE RATE SCHEDULE BULLETIN NO. 476

Classification	Current			2011			2012			2013			Remarks See Pg 6-7
	Prevailing Wage Total	Basic Hourly Rate	Fringe Hourly Rate	Prevailing Wage Total	Basic Hourly Rate	Fringe Hourly Rate	Prevailing Wage Total	Basic Hourly Rate	Fringe Hourly Rate	Prevailing Wage Total	Basic Hourly Rate	Fringe Hourly Rate	
ROOFER:	9/26/10			9/25/11									
Shingle, Tile, Built-up Roofing	\$50.58	\$34.85	\$15.73	\$52.43	\$36.10	\$16.33	-	-	-	-	-	-	
Coal Tar Pitch	\$85.43	\$69.70	\$15.73	\$88.53	\$72.20	\$16.33	-	-	-	-	-	-	
SANDBLASTER OR WATERBLASTER:													
Use wages of craft to which sand or water blasting is incidental.													
* SHEETMETAL WORKER (Note: 2 increases per year)	9/19/11						2/26/12			3/3/13			
	\$56.33	\$34.65	\$21.68	-	-	-	\$57.30	\$35.37	\$21.93	\$59.30	\$36.75	\$22.55	10,12
							9/2/12						
	-	-	-	-	-	-	\$58.30	\$36.10	\$22.20	-	-	-	10,12
TAPER	1/1/10												
	\$55.40	\$39.00	\$16.40	-	-	-	-	-	-	-	-	-	12
TERMITE TREATER	9/20/10												
	\$11.46	\$10.00	\$1.46	-	-	-	-	-	-	-	-	-	
TERRAZZO:	8/29/11						9/3/12			9/2/13			
Terrazzo Setter	\$56.77	\$34.15	\$22.62	-	-	-	\$58.52	\$35.60	\$22.92	\$60.07	\$37.10	\$22.97	2,12
Terrazzo Base Grinder	\$54.96	\$32.34	\$22.62	-	-	-	\$56.71	\$33.79	\$22.92	\$58.26	\$35.29	\$22.97	2,12
Certified Terrazzo Floor Grinder and Tender	\$53.41	\$30.79	\$22.62	-	-	-	\$55.16	\$32.24	\$22.92	\$56.71	\$33.74	\$22.97	2,12
Terrazzo Floor Grinder	\$51.91	\$29.29	\$22.62	-	-	-	\$53.66	\$30.74	\$22.92	\$55.21	\$32.24	\$22.97	2,12
TILE SETTER:	8/29/11						9/3/12			9/2/13			
Ceramic Hard Tile; Marble Setter	\$56.77	\$34.15	\$22.62	-	-	-	\$58.52	\$35.60	\$22.92	\$60.07	\$37.10	\$22.97	2,12
Certified Ceramic Tile & Marble Helper	\$53.41	\$30.79	\$22.62	-	-	-	\$55.16	\$32.24	\$22.92	\$56.71	\$33.74	\$22.97	2,12
* TRUCK DRIVER:	9/19/11												
Concrete Mixer	\$32.44	\$30.00	\$2.44	-	-	-	-	-	-	-	-	-	
Concrete Mixer/Booster	\$41.37	\$30.53	\$10.84	-	-	-	-	-	-	-	-	-	
Dump Truck, 8 cu. yds. & under (water level); Water Truck (up to & including 2,000 gallons)	\$60.53	\$35.24	\$25.29	-	-	-	-	-	-	-	-	-	12
Flatbed, Utility, etc.	\$60.26	\$34.97	\$25.29	-	-	-	-	-	-	-	-	-	12
End Dump, Unlicensed (Euclid, Mack, Caterpillar, or similar); Tractor Trailer (hauling equipment)	\$61.92	\$36.63	\$25.29	-	-	-	-	-	-	-	-	-	12
Semi-Trailer, Rock Cans, or Semi-Dump	\$61.49	\$36.20	\$25.29	-	-	-	-	-	-	-	-	-	12
Slip-in or Pup	\$61.81	\$36.52	\$25.29	-	-	-	-	-	-	-	-	-	12
Tandem Dump Truck, over 8 cu. yds. (water level); Water Truck (over 2,000 gallons)	\$60.84	\$35.55	\$25.29	-	-	-	-	-	-	-	-	-	12

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Classification	Current			2011			2012			2013			Remarks See Pg 6-7
	Prevailing Wage Total	Basic Hourly Rate	Fringe Hourly Rate	Prevailing Wage Total	Basic Hourly Rate	Fringe Hourly Rate	Prevailing Wage Total	Basic Hourly Rate	Fringe Hourly Rate	Prevailing Wage Total	Basic Hourly Rate	Fringe Hourly Rate	
UNDERGROUND LABORER:	8/29/11						9/3/12			9/2/13			
Worker in a raise, shaft, or tunnel.													
Group 1	\$46.81	\$30.90	\$15.91	-	-	-	\$47.86	\$31.90	\$15.96	\$48.86	\$32.90	\$15.96	
Group 2	\$48.31	\$32.40	\$15.91	-	-	-	\$49.36	\$33.40	\$15.96	\$50.36	\$34.40	\$15.96	
Group 3	\$48.81	\$32.90	\$15.91	-	-	-	\$49.86	\$33.90	\$15.96	\$50.86	\$34.90	\$15.96	
Group 4	\$49.81	\$33.90	\$15.91	-	-	-	\$50.86	\$34.90	\$15.96	\$51.86	\$35.90	\$15.96	
Group 5	\$50.06	\$34.15	\$15.91	-	-	-	\$51.11	\$35.15	\$15.96	\$52.11	\$36.15	\$15.96	
Group 6	\$50.16	\$34.25	\$15.91	-	-	-	\$51.21	\$35.25	\$15.96	\$52.21	\$36.25	\$15.96	
Group 7	\$50.41	\$34.50	\$15.91	-	-	-	\$51.46	\$35.50	\$15.96	\$52.46	\$36.50	\$15.96	
Group 8	\$50.86	\$34.95	\$15.91	-	-	-	\$51.91	\$35.95	\$15.96	\$52.91	\$36.95	\$15.96	
* WATER FRONT CONSTRUCTION (DREDGING):	9/19/11												
CLAMSHELL OR DIPPER DREDGES:													
Clamshell or Dipper Operator	\$62.98	\$37.69	\$25.29	-	-	-	-	-	-	-	-	-	11,12
Mechanic; Welder; Watch Engineer	\$62.32	\$37.03	\$25.29	-	-	-	-	-	-	-	-	-	12
Deckmate; Bargemate	\$61.92	\$36.63	\$25.29	-	-	-	-	-	-	-	-	-	12
Fire Person; Oiler; Deckhand; Barge Worker	\$60.26	\$34.97	\$25.29	-	-	-	-	-	-	-	-	-	12
HYDRAULIC SUCTION DREDGES:													
Lever Operator	\$62.62	\$37.33	\$25.29	-	-	-	-	-	-	-	-	-	12
Mechanic; Welder	\$62.32	\$37.03	\$25.29	-	-	-	-	-	-	-	-	-	12
Watch Engineer (steam or electric)	\$62.47	\$37.18	\$25.29	-	-	-	-	-	-	-	-	-	12
Dozer Operator	\$62.26	\$36.97	\$25.29	-	-	-	-	-	-	-	-	-	12
Deckmate	\$61.92	\$36.63	\$25.29	-	-	-	-	-	-	-	-	-	12
Winch Operator (stern winch on dredge)	\$61.81	\$36.52	\$25.29	-	-	-	-	-	-	-	-	-	12
Fire Person; Oiler; Deckhand (can operate anchor scow under direction of deckmate); Levee Operator	\$60.26	\$34.97	\$25.29	-	-	-	-	-	-	-	-	-	12
DERRICKS:													
Operator: Derrick, Piledriver, Crane	\$62.98	\$37.69	\$25.29	-	-	-	-	-	-	-	-	-	12
Deckmate; Saurman Type Dragline (up to & including 5 yds.)	\$61.92	\$36.63	\$25.29	-	-	-	-	-	-	-	-	-	12
Saurman Type Dragline (over 5 cu. yds.)	\$62.32	\$37.03	\$25.29	-	-	-	-	-	-	-	-	-	12
Fire Person; Oiler; Deckhand	\$60.26	\$34.97	\$25.29	-	-	-	-	-	-	-	-	-	12
BOAT OPERATORS:													
Master Boat Operator	\$62.62	\$37.33	\$25.29	-	-	-	-	-	-	-	-	-	12
Boat Operator	\$62.47	\$37.18	\$25.29	-	-	-	-	-	-	-	-	-	12
Boat Deckhand	\$60.26	\$34.97	\$25.29	-	-	-	-	-	-	-	-	-	12
* WATER WELL DRILLER:	9/19/11												
Water Well Driller	\$32.23	\$28.00	\$4.23	-	-	-	-	-	-	-	-	-	
Water Well Driller Helper	\$23.91	\$20.00	\$3.91	-	-	-	-	-	-	-	-	-	
WELDER:													
Use wages of craft to which welding is incidental.													

Comments: Overtime must be paid at one and one-half times the basic hourly rate plus the hourly cost of required fringe benefits.

*** Indicates a wage, fringe benefit, remark, or title change from the previous bulletin.**

REMARKS

1. Carpenter, Laborer (excluding High Scaler, Window Washer): \$.50 per hour shall be added to the regular straight-time rate for height pay for each hour while working from a bosun's chair and/or from a cable-suspended scaffold or work platform which is free swinging (not attached to building) for each hour worked on said rig.
2. Cement Finisher, Mason, Plasterer, Terrazzo, Tile Setter: \$1.00 per hour shall be added to the regular straight-time rate for height pay for each hour while working from a bosun's chair and/or from a cable-suspended scaffold or work platform which is free swinging (not attached to building) for each hour worked on said rig.
3. Diver (Other than Aqua Lung), Stand-By Diver (Other than Aqua Lung):
 - A. On any dive exceeding 50 feet, the diver shall in addition be paid the following amount of "depth money":

50 feet to 100 feet	\$1.50 per foot in excess of 50 feet
100 feet to 150 feet	\$100.00 plus \$2.00 per foot in excess of 100 feet
150 feet to 200 feet	\$200.00 plus \$3.00 per foot in excess of 150 feet
 - B. When it is necessary for a Diver to enter any pipe, tunnel or other enclosure, the said Diver shall in addition to the hourly rate, receive a premium in accordance with the following schedule for distance traveled from the entrance of the pipe, tunnel or other enclosure:
 - 1) When able to stand erect, but in which there is no vertical ascent:

5 feet to 50 feet	\$5.00 per day
50 feet to 100 feet	\$7.50 per day
100 feet to 150 feet	\$12.50 per day
Greater than 150 feet	The premium shall be increased an additional \$7.50 for each succeeding 50 feet.
 - 2) When unable to stand erect and in which there is no vertical ascent:

5 feet to 50 feet	\$5.00 per day
50 feet to 100 feet	\$7.50 per day
100 feet to 150 feet	\$12.50 per day
150 feet to 200 feet	\$36.75 per day
200 feet to 300 feet	\$1.00 per foot
300 feet to 450 feet	\$1.50 per foot
450 feet to 600 feet	\$2.50 per foot
4. Electrician:
 - A. One and one-half times the straight-time rate while working in a tunnel under construction; under water with aqualung equipment; in a completed tunnel which has only one entrance or exit providing access to safety and where no other personnel are working; or in an underground structure having no access to safety or where no other personnel are working.
 - B. Double the straight-time rate shall be paid for the following types of hazardous work:
 - 1) While working from trusses, stacks, towers, tanks, bosun's chairs, swinging or rolling scaffolds, supporting structures, and open platforms, over 70 feet from the ground where the employee is subject to a free fall; provided, however, that when work is performed on stacks, towers or permanent platforms where the employees are on a firm footing within an enclosure, a hazardous condition does not exist regardless of height;
 - 2) While working outside of a railing or enclosure, or temporary platforms extending outside of a building, or from scaffolding or ladder within an enclosure where an employee's footing is within one foot of the top of such railing, and the employee is subject to a free fall of over 70 feet;
 - 3) Working on buildings while leaning over the railing or edge of the building, and is subject to a free fall of 70 feet; or
 - 4) Two hours minimum hazardous pay per day shall be paid while climbing to a stack, tower or permanent platform which exceeds 70 feet from the ground but where the employee is on a firm footing within an enclosure.
 - C. Five percent per hour shall be added to the hourly wage for height pay while working above 9,000 feet elevation.

REMARKS

5. Equipment Operator:

- A. Operators and Assistants to Engineer (climbing a boom) of cranes (under 50 tons) with booms of eighty feet or more (including jib) or of cranes (under 50 tons) with leads of one hundred feet or more, shall receive additional premium according to the following schedule:

	Per Hour
Booms of 80 feet up to, or leads of 100 feet up to, but not including 130 feet	\$0.50
Booms and/or leads of 130 feet up to, but not including 180 feet	\$0.75
Booms and/or leads of 180 feet up to and including 250 feet	\$1.15
Booms and/or leads over 250 feet	\$1.50

Operators and Assistants to Engineer (climbing a boom) of cranes (50 tons and over) with booms of 180 feet or more (including jib) shall receive additional premium according to the following schedule:

	Per Hour
Booms of 180 feet up to and including 250 feet	\$1.25
Booms over 250 feet	\$1.75

Note: The boom shall be measured from the center of the heel pin to the center of the boom or jib point sheave.

- B. \$1.25 per hour shall be added to the hourly wage while operating a rig suspended by ropes or cables or to perform work on a Yo-Yo Cat.
- C. In a raise or shaft, a premium of \$.40 per hour will be paid in addition to the regular straight time wage.
A raise is defined to be an underground excavation (lined or unlined) whose length exceeds its width and the inclination of the grade from the excavation is greater than 20 degrees from the horizontal.
A shaft is defined to be an excavation (lined or unlined) made from the surface of the earth, generally vertical in nature, but may decline up to 75 degrees from the vertical, and whose depth is greater than 15 feet and its largest horizontal dimension. Includes an underground silo.
- D. In a tunnel, a premium of \$.30 per hour will be paid in addition to the regular straight time wages.
A tunnel is defined to be an underground excavation (lined or unlined) whose length exceeds its width and the inclination of the grade from the excavation is no greater than 20 degrees from the horizontal.

6. Glazier: \$.50 per hour shall be added to the hourly wage for height pay for exterior glazing work performed from a scaffold or rigging 25 feet or more above the ground level.
7. Insulator: Six percent per hour shall be added to the hourly wage for hazardous pay while working from a boatswain chair, staging or free standing scaffolding erected from the ground up or mezzanine floor subject to a free fall and skyclimber suspended from a permanent structure and when working above 40 feet.
8. Ironworker: \$.50 per hour shall be added to the hourly wage while working in tunnels or coffer dams. \$1.00 per hour shall be added to the hourly wage while working under or covered with water (submerged), or on the summits of Mauna Kea, Mauna Loa or Haleakala.
9. Plumber: One and one-half times the straight-time rate for height pay while working from OSHA approved trusses, stacks, towers, tanks, bosun's chair, swinging or rolling scaffolding, supporting structures or on open platforms where the employee is subject to a direct fall of 40 feet or more. Provided, however, that when said work is performed where the employee is on a firm footing within an enclosure, a hazardous condition does not exist regardless of height. \$1.00 per hour shall be added to the straight-time rate while working with flame cutting or any type of welding equipment on any galvanized material or product for at least an hour.
10. Sheetmetal Worker: Add \$.03 to the total fringe benefit hourly rate per Hawaii Revised Statutes, Section 104-2 (b)(2).
11. Water Front Construction: Clamshell or Dipper Operator: \$.50 per hour shall be added to the straight-time rate while working with boom (including jib) over 130 feet.
12. Possible wage/fringe option increases:
Carpenter, Drywall Installer, Lather: Effective 8/27/12 - \$.030; 8/26/13 - \$.050
Cement Finisher, Mason, Plasterer, Terrazzo, Tile Setter: Effective 9/3/12 - \$.025; 9/2/13 - \$.025
Diver, Equipment Operator, Helicopter Work, Truck Driver, Water Front Construction: Effective 2/27/12 - \$1.50
Elevator Constructor Mechanic: Effective WRS 477 - \$3.00
Painter: Effective WRS 477 - \$.015; 7/1/12 - \$.030
Sheetmetal Worker: Effective 9/1/13 - \$.070; 2/2/14 - \$.070; 8/31/14 - \$.070
Taper: Effective WRS 477 - \$1.50; 1/1/13 - \$1.75; 1/1/14 - \$2.00

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Apprentice Classifications	Interval Hrs	BASIC HOURLY RATE										FRINGE BENEFIT HOURLY RATE	Remarks See Pg 8
		1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	Total	
BOILERMAKER	1000	\$23.31	\$24.98	\$26.64	\$28.31	\$29.97	\$31.64					\$24.68	
* CARPENTER													
Indentured Prior to 9/1/02	1000	\$15.20										\$11.77	1
"	1000		\$17.10	\$19.00	\$22.80	\$26.60	\$30.40	\$34.20	\$36.10			\$19.62	1
Indentured After 9/1/02	1000	\$15.20										\$7.77	1
"	1000		\$17.10									\$10.92	1
"	1000			\$19.00	\$22.80							\$13.42	1
"	1000					\$26.60	\$30.40					\$15.42	1
"	1000							\$34.20	\$36.10			\$17.42	1
CEMENT FINISHER													
Indentured Prior to 9/1/03	1000	\$16.93										\$6.87	2
"	1000		\$18.62	\$20.31	\$23.70	\$25.39	\$27.08	\$28.77	\$30.47			\$22.62	2
Indentured On or After 9/1/03	1000	\$16.93	\$18.62	\$20.31	\$23.70	\$25.39	\$27.08	\$28.77	\$30.47			\$10.87	2
CONSTRUCTION CRAFT LABORER (LABORER I)													
Indentured On or After 9/3/02	1000	\$15.15										\$5.60	1
"	1000		\$18.18	\$21.21	\$24.24							\$11.77	1
* CONSTRUCTION EQUIPMENT OPERATOR													
Indentured Prior to 9/1/02	1000	\$18.49										\$6.65	3
"	1000		\$20.33	\$22.18	\$25.88	\$29.58	\$33.27					\$25.29	3
Indentured On or After 9/1/02	1000	\$18.49										\$6.65	3
"	1000		\$20.33									\$15.04	3
"	1000			\$22.18								\$15.80	3
"	1000				\$25.88							\$17.32	3
"	1000					\$29.58						\$18.85	3
"	1000						\$33.27					\$20.37	3
* DRYWALL INSTALLER													
Indentured Prior to 9/1/02	1000	\$15.30										\$11.77	
"	1000		\$17.21	\$19.13	\$22.95	\$26.78	\$30.60	\$34.43	\$36.34			\$19.62	
Indentured After 9/1/02	1000	\$15.30										\$7.77	
"	1000		\$17.21									\$10.92	
"	1000			\$19.13	\$22.95							\$13.42	
"	1000					\$26.78	\$30.60					\$15.42	
"	1000							\$34.43	\$36.34			\$17.42	

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		1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	Total	
ELECTRICIAN (WIRE & LINE INSTALLER)	1000	\$14.11										\$9.76	
"	1000		\$16.12									\$10.05	
"	1000			\$18.14								\$15.66	4
"	1000				\$20.15							\$16.54	4
"	1000					\$22.17						\$17.42	4
"	1000						\$24.18					\$18.26	4
"	1000							\$26.20				\$19.14	4
"	1000								\$28.21			\$19.99	4
"	1000									\$32.24		\$21.74	4
"	1000										\$36.27	\$23.46	4
ELEVATOR CONSTRUCTOR	850	\$24.74										-	
"	850		\$27.21									\$21.785	
"	1700			\$32.16	\$34.64	\$39.58						\$21.785	
* FLOOR LAYER													
Indentured After 2/27/94	1000	\$11.25	\$12.65									\$12.73	
"	1000			\$14.06	\$15.47							\$16.98	
"	1000					\$16.87	\$18.28	\$21.09	\$23.90			\$20.98	
* GLAZIER													
Indentured Prior to 7/1/99	1000	\$17.63										\$22.42	5
"	1000		\$19.23									\$22.62	5
"	1000			\$22.44								\$23.02	5
"	1000				\$24.04							\$23.22	5
"	1000					\$25.64						\$23.42	5
"	1000						\$27.24					\$23.62	5
"	1000							\$28.85				\$23.82	5
"	1000								\$30.45			\$24.02	5
Indentured On or After 7/1/99	1000	\$14.42										\$22.02	5
"	1000		\$16.03									\$22.22	5
"	1000			\$17.63								\$22.42	5
"	1000				\$19.23							\$22.62	5
"	1000					\$22.44						\$23.02	5
"	1000						\$24.04					\$23.22	5
"	1000							\$25.64				\$23.42	5
"	1000								\$27.24			\$23.62	5
"	1000									\$28.85		\$23.82	5
"	1000										\$30.45	\$24.02	5

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		1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	Total	
* HEAVY DUTY REPAIRER & WELDER (EQUIP. OPR 9A)													
Indentured Prior to 9/1/02	1000	\$18.49										\$6.65	3
"	1000		\$20.33	\$22.18	\$25.88	\$29.58	\$31.42	\$33.27	\$35.12			\$25.29	3
Indentured On or After 9/1/02	1000	\$18.49										\$6.65	3
"	1000		\$20.33									\$15.04	3
"	1000			\$22.18								\$15.80	3
"	1000				\$25.88							\$17.32	3
"	1000					\$29.58						\$18.85	3
"	1000						\$31.42					\$19.62	3
"	1000							\$33.27				\$20.37	3
"	1000								\$35.12			\$21.14	3
* INSULATOR (Previously listed as Asbestos Worker/Insulator)													
Hired After 5/3/95	2000	\$18.33										\$7.50	6
"	2000		\$18.33									\$16.77	6
"	2000			\$21.99								\$17.05	6
"	2000				\$25.66							\$17.32	6
"	2000					\$29.32						\$17.60	6
IRONWORKER (REINFORCING & STRUCTURAL)													
Indentured After 10/31/93	1000	\$16.88										\$23.27	7
"	1000		\$18.56									\$23.74	7
"	1000			\$20.25								\$24.21	7
"	1000				\$23.63							\$25.16	7
"	1000					\$27.00						\$26.11	7
"	1000						\$30.38					\$27.06	7
* LATHER													
Indentured Prior to 9/1/02	1000	\$15.30										\$11.77	
"	1000		\$17.21	\$19.13	\$22.95	\$26.78	\$30.60	\$34.43	\$36.34			\$19.62	
Indentured After 9/1/02	1000	\$15.30										\$7.77	
"	1000		\$17.21									\$10.92	
"	1000			\$19.13	\$22.95							\$13.42	
"	1000				\$26.78	\$30.60						\$15.42	
"	1000						\$34.43	\$36.34				\$17.42	

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		1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	Total	
MASON													
BRICKLAYER													
Indentured Prior to 9/1/03	1000	\$16.95										\$6.87	2
"	1000		\$18.65	\$20.34	\$23.73	\$25.43	\$27.12	\$28.82	\$30.51			\$22.62	2
Indentured On or After 9/1/03	1000	\$16.95	\$18.65	\$20.34	\$23.73	\$25.43	\$27.12	\$28.82	\$30.51			\$10.87	2
STONE MASON													
Indentured Prior to 9/1/03	1000	\$18.65										\$6.87	2
"	1000		\$20.34	\$22.04	\$23.73	\$25.43	\$27.12	\$28.82	\$30.51			\$22.62	2
Indentured On or After 9/1/03	1000	\$18.65	\$20.34	\$22.04	\$23.73	\$25.43	\$27.12	\$28.82	\$30.51			\$10.87	2
POINTER-CAULKER-WEATHERPROOFER													
Indentured Prior to 9/1/03	1000	\$17.08										\$6.87	2
"	1000		\$18.78	\$20.49	\$23.91	\$27.32	\$30.74					\$22.62	2
Indentured On or After 9/1/03	1000	\$17.08	\$18.78	\$20.49	\$23.91	\$27.32	\$30.74					\$10.87	2
PAINTER	1000	\$15.12										\$5.65	
"	1000		\$16.80	\$18.48	\$20.16	\$21.84						\$9.15	
"	1000						\$23.52					\$10.15	
"	1000							\$26.88	\$30.24			\$10.90	
(Effective 1/1/12)													
PAINTER	1000	\$15.35										\$5.65	
"	1000		\$17.05	\$18.76	\$20.46	\$22.17						\$9.15	
"	1000						\$23.87					\$10.15	
"	1000							\$27.28	\$30.69			\$10.90	
* PAVING EQUIPMENT OPERATOR	1000	\$20.11										\$6.70	
"	1000		\$25.60									\$15.82	
"	1000			\$29.26								\$18.32	
"	1000				\$32.91							\$21.64	
PLASTERER													
Indentured Prior to 12/1/98	1000	\$17.35										\$6.87	2
"	1000		\$19.08	\$20.81	\$24.28	\$26.02	\$27.75	\$29.49	\$31.22			\$22.62	2
Indentured On or After 12/1/98 and Prior to 9/1/03	1000	\$13.88										\$6.87	2
"	1000		\$15.61	\$17.35	\$19.08	\$20.81	\$24.28	\$27.75	\$31.22			\$22.62	2
Indentured On or After 9/1/03	1000	\$13.88	\$15.61	\$17.35	\$19.08	\$20.81	\$24.28	\$27.75	\$31.22			\$10.87	2

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			1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	
* PLUMBER:													
PLUMBER; FIRE SPRINKLER FITTER; REFRIGERATION													
AIR CONDITIONING; STEAMFITTER-WELDER													
Indentured Prior to 9/2/85		1000	\$12.64									\$16.57	8
"		1000		\$14.44								\$17.00	8
"		1000			\$16.25							\$17.44	8
"		1000				\$18.05						\$17.88	8
"		1000					\$19.86					\$18.32	8
"		1000						\$21.66				\$18.76	8
"		1000							\$23.47			\$19.19	8
"		1000								\$25.27		\$19.63	8
"		1000									\$27.08	\$20.07	8
"		1000										\$20.51	8
Indentured On or After 9/2/85		1000	\$14.51								\$28.88	\$1.40	8
"		1000		\$14.51								\$1.45	8
"		1000			\$17.15							\$2.93	8
"		1000				\$17.15						\$2.93	8
"		1000					\$19.86					\$3.75	8
"		1000						\$19.86				\$3.75	8
"		1000							\$23.47			\$4.58	8
"		1000								\$23.47		\$4.58	8
"		1000									\$27.08	\$5.28	8
"		1000									\$27.08	\$5.28	8
(Effective 1/1/12)													
* PLUMBER:													
PLUMBER; FIRE SPRINKLER FITTER; REFRIGERATION													
AIR CONDITIONING; STEAMFITTER-WELDER													
Indentured Prior to 9/2/85		1000	\$12.81									\$16.97	8
"		1000		\$14.64								\$17.40	8
"		1000			\$16.47							\$17.84	8
"		1000				\$18.30						\$18.28	8
"		1000					\$20.13					\$18.72	8
"		1000						\$21.96				\$19.16	8
"		1000							\$23.79			\$19.59	8
"		1000								\$25.62		\$20.03	8
"		1000									\$27.45	\$20.47	8
"		1000										\$20.91	8
Indentured On or After 9/2/85		1000	\$14.71									\$1.40	8
"		1000		\$14.71								\$1.45	8
"		1000			\$17.39							\$2.93	8
"		1000				\$17.39						\$2.93	8
"		1000					\$20.13					\$3.75	8
"		1000						\$20.13				\$3.75	8
"		1000							\$23.79			\$4.58	8
"		1000								\$23.79		\$4.58	8
"		1000									\$27.45	\$5.28	8
"		1000									\$27.45	\$5.28	8

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		1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	Total	
ROOFER													
Indentured Prior to 11/1/98	1000	\$15.68	\$17.43	\$20.91								\$11.48	9
"	1000				\$24.40	\$27.88	\$31.37	\$33.11				\$15.73	
Indentured On or After 11/1/98	1000	\$15.68	\$17.43	\$20.91								\$11.48	9
"	1000				\$24.40	\$27.88	\$29.62	\$31.37	\$33.11			\$15.73	
(Effective 9/25/11)													
ROOFER													
Indentured Prior to 11/1/98	1000	\$16.25	\$18.05	\$21.66								\$12.08	9
"	1000				\$25.27	\$28.88	\$32.49	\$34.30				\$16.33	
Indentured On or After 11/1/98	1000	\$16.25	\$18.05	\$21.66								\$12.08	9
"	1000				\$25.27	\$28.88	\$30.69	\$32.49	\$34.30			\$16.33	
* SHEETMETAL WORKER	1000	\$13.86										\$10.55	
"	1000		\$15.59									\$10.70	
"	1000			\$17.33								\$17.22	
"	1000				\$19.06							\$17.68	
"	1000					\$20.79						\$18.11	
"	1000						\$22.52					\$18.56	
"	1000							\$24.26				\$19.00	
"	1000								\$25.99			\$19.45	
"	1000									\$27.72		\$19.90	
"	1000										\$29.45	\$20.34	
(Effective 2/26/12)													
* SHEETMETAL WORKER	1000	\$14.15										\$10.63	
"	1000		\$15.92									\$10.79	
"	1000			\$17.69								\$17.42	
"	1000				\$19.45							\$17.85	
"	1000					\$21.22						\$18.31	
"	1000						\$22.99					\$18.76	
"	1000							\$24.76				\$19.22	
"	1000								\$26.53			\$19.67	
"	1000									\$28.30		\$20.13	
"	1000										\$30.06	\$20.56	
TAPER	1000	\$15.60	\$17.55	\$19.50	\$21.45	\$23.40						\$6.00	
	1000						\$25.35					\$6.50	
	1000							\$29.25	\$33.15			\$7.00	

APPRENTICE SCHEDULE BULLETIN NO. 476 September 19, 2011

Rates are applicable only to apprentices who are parties to agreements registered with the Department of Labor
and where the journeyworker to apprentice ratio is met.

Apprentice Classifications	Interval Hrs	BASIC HOURLY RATE										FRINGE BENEFIT HOURLY RATE	Remarks See Pg 8
		1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	Total	
TELECOMMUNICATION WORKER	1000	\$11.60										\$8.31	
" "	1000		\$12.76									\$8.52	
" "	1000			\$13.92								\$8.72	
" "	1000				\$15.08							\$8.91	
" "	1000					\$16.24						\$9.11	
" "	1000						\$17.40					\$9.32	
" "	1000							\$18.56				\$9.50	
" "	1000								\$19.72			\$9.70	
" "	1000									\$20.88		\$9.91	
" "	1000										\$22.04	\$10.09	
TILE SETTER													
CERAMIC & HARD TILE													
Indentured Prior to 9/1/03	1000	\$17.08										\$6.87	2
"	1000		\$18.78	\$20.49	\$23.91	\$25.61	\$27.32	\$29.03	\$30.74			\$22.62	2
Indentured On or After 9/1/03	1000	\$17.08	\$18.78	\$20.49	\$23.91	\$25.61	\$27.32	\$29.03	\$30.74			\$10.87	2

* Indicates a wage, fringe benefit, remark, or title change from the previous bulletin.

REMARKS:

1. Carpenter, Construction Craft Laborer: \$.50 per hour shall be added to the regular straight-time rate for height pay for each hour while working from a bosun's chair and/or from a cable-suspended scaffold or work platform which is free swinging (not attached to building) for each hour worked on said rig.
2. Cement Finisher, Mason, Plasterer, Tile Setter: \$1.00 per hour shall be added to the regular straight-time rate for height pay for each hour while working from a bosun's chair and/or from a cable-suspended scaffold or work platform which is free swinging (not attached to building) for each hour worked on said rig.
3. Construction Equipment Operator, Heavy Duty Repairer & Welder: \$1.25 per hour shall be added to the hourly wage while operating a rig suspended by ropes or cables or to perform work on a Yo-Yo Cat.
4. Electrician:
 - A. One and one-half times the straight-time rate while working in a tunnel under construction; under water with aqualung equipment; in a completed tunnel which has only one entrance or exit providing access to safety and where no other personnel are working; or in an underground structure having no access to safety or where no other personnel are working.
 - B. Double the straight-time rate shall be paid for the following types of hazardous work:
 - 1) While working from trusses, stacks, towers, tanks, bosun's chairs, swinging or rolling scaffolds, supporting structures, and open platforms, over 70 feet from the ground where the employee is subject to a free fall; provided, however, that when work is performed on stacks, towers or permanent platforms where the employees are on a firm footing within an enclosure, a hazardous condition does not exist regardless of height;
 - 2) While working outside of a railing or enclosure, or temporary platforms extending outside of a building, or from scaffolding or ladder within an enclosure where an employee's footing is within one foot of the top of such railing, and the employee is subject to a free fall of over 70 feet;
 - 3) Working on buildings while leaning over the railing or edge of the building, and is subject to a free fall of 70 feet; or
 - 4) Two hours minimum hazardous pay per day shall be paid while climbing to a stack, tower or permanent platform which exceeds 70 feet from the ground but where the employee is on a firm footing within an enclosure.
 - C. Five percent per hour shall be added to the hourly wage for height pay while working above 9,000 feet elevation.
5. Glazier: \$.50 per hour shall be added to the hourly wage for height pay for exterior glazing work performed from a scaffold or rigging 25 feet or more above the ground level.
6. Insulator: Six percent per hour shall be added to the hourly wage for hazardous pay while working from a boatswain chair, staging or free standing scaffolding erected from ground up or mezzanine floor subject to a free fall and skyclimber suspended from a permanent structure and when working above 40 feet.
7. Ironworker: \$.50 per hour shall be added to the hourly wage while working in tunnels or coffer dams. \$1.00 per hour shall be added to the hourly wage while working under or covered with water (submerged), or on the summits of Mauna Kea, Mauna Loa or Haleakala.
8. Plumber: One and one-half times the straight-time rate for height pay while working from OSHA approved trusses, stacks, towers, tanks, bosun's chair, swinging or rolling scaffolding, supporting structures or on open platforms where the employee is subject to a direct fall of 40 feet or more. Provided, however, that when said work is performed where the employee is on a firm footing within an enclosure, a hazardous condition does not exist regardless of height. \$1.00 per hour shall be added to the straight-time rate while working with flame cutting or any type of welding equipment on any galvanized material or product for at least an hour.
9. Roofer: When an apprentice has accumulated 2500 hours, \$4.25 will be added to his/her pension/annuity plan.



STATE OF HAWAII
CONTRACT FOR GOODS OR SERVICES
BASED UPON
COMPETITIVE SEALED BIDS

This Contract, executed on the respective dates indicated below, is effective as of _____, _____, between _____ Department of Hawaiian Home Lands _____,
(Insert name of state department, agency, board or commission)
State of Hawaii ("STATE"), by its _____ Chairman, Hawaiian Homes Commission _____,
(Insert title of person signing for State)
(hereafter also referred to as the HEAD OF THE PURCHASING AGENCY or designee ("HOPA")),
whose address is 91-5420 Kapolei Parkway, Kapolei, Hawaii 96707 _____
_____ and _____
("CONTRACTOR"), a _____
(Insert corporation, partnership, joint venture, sole proprietorship, or other legal form of the Contractor)
under the laws of the State of _____, whose business address and federal
and state taxpayer identification numbers are as follows: _____

RECITALS

A. The STATE desires to retain and engage the CONTRACTOR to provide the goods or services, or both, described in this Contract and its attachments, and the CONTRACTOR is agreeable to providing said goods or services, or both.

B. The STATE has issued an invitation for competitive sealed bids, and has received and reviewed bids submitted in response to the invitation.

C. The solicitation for bids and the selection of the CONTRACTOR were made in accordance with section 103D-302, Hawaii Revised Statutes ("HRS"), Hawaii Administrative Rules, Title 3, Department of Accounting and General Services, Subtitle 11 ("HAR"), Chapter 122, Subchapter 5, and applicable procedures established by the appropriate Chief Procurement Officer ("CPO").

D. The CONTRACTOR has been identified as the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation.

E. Pursuant to _____ HHCA of 1920, as amended _____, the STATE
(Legal authority to enter into this Contract)
is authorized to enter into this Contract.

F. Money is available to fund this Contract pursuant to:
(1) _____
(Identify state sources)
or (2) _____
(Identify federal sources)

or both, in the following amounts: State \$ _____
Federal \$ _____

NOW, THEREFORE, in consideration of the promises contained in this Contract, the STATE and the CONTRACTOR agree as follows:

1. Scope of Services. The CONTRACTOR shall, in a proper and satisfactory manner as determined by the STATE, provide all the goods or services, or both, set forth in the Invitation for Bids number IFB-12-HHL-001 ("IFB") and the CONTRACTOR'S accepted bid ("Bid"), both of which, even if not physically attached to this Contract, are made a part of this Contract.

2. Compensation. The CONTRACTOR shall be compensated for goods supplied or services performed, or both, under this Contract in a total amount not to exceed _____

TBD _____ DOLLARS

(\$ _____ TBD _____), including approved costs incurred and taxes, at the time and in the manner set forth in the IFB and CONTRACTOR'S Bid.

3. Time of Performance. The services or goods required of the CONTRACTOR under this Contract shall be performed and completed in accordance with the Time of Performance set forth in Attachment-S3, which is made a part of this Contract.

4. Bonds. The CONTRACTOR ☒ is required to provide or ☐ is not required to provide: ☐ a performance bond, ☐ a payment bond, ☒ a performance and payment bond in the amount of TBD _____ DOLLARS (\$ _____ TBD _____).

5. Standards of Conduct Declaration. The Standards of Conduct Declaration of the CONTRACTOR is attached to and made a part of this Contract.

6. Other Terms and Conditions. The General Conditions and any Special Conditions are attached to and made a part of this Contract. In the event of a conflict between the General Conditions and the Special Conditions, the Special Conditions shall control. In the event of a conflict among the documents, the order of precedence shall be as follows: (1) this Contract, including all attachments and addenda; (2) the IFB, including all attachments and addenda; and (3) the CONTRACTOR'S Bid.

7. Liquidated Damages. Liquidated damages shall be assessed in the amount of TBD _____ DOLLARS (\$ _____ TBD _____) per day, in accordance with the terms of paragraph 9 of the General Conditions.

8. Notices. Any written notice required to be given by a party to this Contract shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid. Notice to the STATE shall be sent to the HOPA'S address indicated in the Contract. Notice to the CONTRACTOR shall be sent to the CONTRACTOR'S address indicated in the Contract. A notice shall be deemed to have been received three (3) days after mailing or at the time of actual receipt, whichever is earlier. The CONTRACTOR is responsible for notifying the STATE in writing of any change of address.

IN VIEW OF THE ABOVE, the parties execute this Contract by their signatures, on the dates below, to be effective as of the date first above written.

STATE

(Signature)

Albert "Alapaki" Nahale-a

(Print Name)

Chairman, Hawaiian Homes Commission

(Print Title)

(Date)

CONTRACTOR

(Name of Contractor)

(Signature)

(Print Name)

(Print Title)

(Date)

CORPORATE SEAL
(If available)

APPROVED AS TO FORM:

Deputy Attorney General

* Evidence of authority of the CONTRACTOR'S representative to sign this Contract for the CONTRACTOR must be attached.



STATE OF HAWAII

CONTRACTOR'S ACKNOWLEDGMENT

STATE OF _____)
) SS.
_____ COUNTY OF _____)

On this _____ day of _____, _____ before me appeared
_____ and _____, to me
known, to be the person(s) described in and, who, being by me duly sworn, did say that he/she/they is/are
_____ and _____ of
_____, the
CONTRACTOR named in the foregoing instrument, and that he/she/they is/are authorized to sign said
instrument on behalf of the CONTRACTOR, and acknowledges that he/she/they executed said
instrument as the free act and deed of the CONTRACTOR.

(Notary Stamp or Seal)

(Signature)

(Print Name)

Notary Public, State of _____

My commission expires: _____

Doc. Date: _____ # Pages: _____

Notary Name: _____ Circuit _____

Doc. Description: _____

(Notary Stamp or Seal)

Notary Signature Date

NOTARY CERTIFICATION



STATE OF HAWAII

CONTRACTOR'S STANDARDS OF CONDUCT DECLARATION

For the purposes of this declaration:

"Agency" means and includes the State, the legislature and its committees, all executive departments, boards, commissions, committees, bureaus, offices; and all independent commissions and other establishments of the state government but excluding the courts.

"Controlling interest" means an interest in a business or other undertaking which is sufficient in fact to control, whether the interest is greater or less than fifty per cent (50%).

"Employee" means any nominated, appointed, or elected officer or employee of the State, including members of boards, commissions, and committees, and employees under contract to the State or of the constitutional convention, but excluding legislators, delegates to the constitutional convention, justices, and judges. (Section 84-3, HRS).

On behalf of _____, CONTRACTOR, the undersigned does declare as follows:

1. CONTRACTOR ☐ is* ☐ is not a legislator or an employee or a business in which a legislator or an employee has a controlling interest. (Section 84-15(a), HRS).
2. CONTRACTOR has not been represented or assisted personally in the matter by an individual who has been an employee of the agency awarding this Contract within the preceding two years and who participated while so employed in the matter with which the Contract is directly concerned. (Section 84-15(b), HRS).
3. CONTRACTOR has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Contract and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of this Contract, if the legislator or employee had been involved in the development or award of the Contract. (Section 84-14 (d), HRS).
4. CONTRACTOR has not been represented on matters related to this Contract, for a fee or other consideration by an individual who, within the past twelve (12) months, has been an agency employee, or in the case of the Legislature, a legislator, and participated while an employee or legislator on matters related to this Contract. (Sections 84-18(b) and (c), HRS).

CONTRACTOR understands that the Contract to which this document is attached is voidable on behalf of the STATE if this Contract was entered into in violation of any provision of chapter 84, Hawaii Revised Statutes, commonly referred to as the Code of Ethics, including the provisions which are the source of the declarations above. Additionally, any fee, compensation, gift, or profit received by any person as a result of a violation of the Code of Ethics may be recovered by the STATE.

* Reminder to Agency: If the "is" block is checked and if the Contract involves goods or services of a value in excess of \$10,000, the Contract must be awarded by competitive sealed bidding under section 103D-302, HRS, or a competitive sealed proposal under section 103D-303, HRS. Otherwise, the Agency may not award the Contract unless it posts a notice of its intent to award it and files a copy of the notice with the State Ethics Commission. (Section 84-15(a), HRS).

CONTRACTOR

By _____
(Signature)

Print Name _____

Print Title _____

Name of Contractor _____

Date _____



STATE OF HAWAII
TIME OF PERFORMANCE

Project:
Location:
Contractor:

SAMPLE

**DEPARTMENT OF HAWAIIAN HOME LANDS
LAND DEVELOPMENT DIVISION**

**LALAMILO HOUSING PHASE 2A, INCREMENT 1 AND
KAWAIHAE ROAD IMPROVEMENTS AT
SOUTH KOHALA DISTRIBUTION ROAD
Waimea, South Kohala, Island of Hawaii, Hawaii**

IFB NO.: IFB-12-HHL-008

Submitted by:

Address:

Date:

IFB-12-HHL-008

Mr. Albert "Alapaki" Nahale-A, Chairman
 Hawaiian Homes Commission
 Department of Hawaiian Home Lands
 91-5420 Kapolei Parkway
 Kapolei, Hawaii 96707

Dear Mr. Nahale-A:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, DHHL General Conditions and in the General Conditions, Form AG-008 Rev. 4/15/2009, by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

The undersigned represents that it is: **(Check ☒ one only)**

- ☐ A **Hawaii business** incorporated or organized under the laws of the State of Hawaii; **OR**
☐ A **Compliant Non-Hawaii business** not incorporated or organized under the laws of the State of Hawaii, is or shall be registered at the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division (DCCA-BREG) to do business in the State of Hawaii.
 State of incorporation: _____

Offeror is:

☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ Joint Venture ☐ Other: _____

Federal I.D. No.:

Hawaii General Excise Tax ID No.:

Payment address (other than street address below)

 (Street Address, City, State, Zip Code)

Business address

 (Street Address, City, State, Zip Code)

Telephone No.: ()

Fax No.: ()

E-Mail address:

Respectfully submitted:

 Authorized (Original) Signature

 Name and Title (Please Type or Print)

 Title

Date: _____

*

Exact Legal Name of Company (Offeror)

**If Offeror is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the awarded contract will be executed.*

STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS

BID FORM

FOR THE

LALAMILO HOUSING PHASE 2A, INCREMENT 1
(PART I)

AND

LALAMILO HOUSING PHASE 2A,
KAWAIHAE ROAD IMPROVEMENTS AT SOUTH KOHALA DISTRIBUTION ROAD
(PART II)

WAIMEA, SOUTH KOHALA, ISLAND OF HAWAII, HAWAII

IFB-12-HHL-008

TAX MAP KEY: 3-6-6-01:10&77

Mr. Albert “Alapaki” Nahale-A, Chairman
Hawaiian Homes Commission
Department of Hawaiian Home Lands
State of Hawaii

Dear Mr. Nahale-A:

The undersigned, having examined to full satisfaction, all the bidding documents including, but not limited to, the drawings and specifications for the captioned project, submits hereby its unit and/or lump sum prices and total sum bid of

_____ Dollars (\$_____),
exclusive of State of Hawaii General Excise Tax, for supplying, furnishing, and paying for all labor, materials, tools, equipment, and services necessary to construct in place complete all work and construction items listed in the following schedule.

Item No.	Estimated Quantity	Description	Unit Price	Total
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PART I

PART I.A. – LALAMILO HOUSING PHASE 2A, INCREMENT 1 (EXCLUDING GET)

ROAD CONSTRUCTION

The price shall include construction of the roadway prism, base courses, curb and gutter, sidewalk and other items as called for in the plans, including labor, tools, equipment and all incidental work necessary on the plans, in place complete.

ROADS "A" TO "G" & SOUTH KOHALA DISTRIBUTION ROAD

1.	264,387	Sq. Ft., Fine Grading of Roadway Area.	Per Sq. Ft.	\$ _____	\$ _____
2.	2,937	Sq. Yds., Hot Mix Asphalt Concrete Pavement, County Mix No. IV (2" minimum thickness).	Per Sq. Yd.	\$ _____	\$ _____
3.	16,706	Sq. Yds., Hot Mix Asphalt Concrete Pavement County Mix No. IV (2-1/2" minimum thickness).	Per Sq. Yd.	\$ _____	\$ _____
4.	2,443	Sq. Yds., Asphalt Concrete Base Course (4" minimum thickness).	Per Sq. Yd.	\$ _____	\$ _____

Item No.	Estimated Quantity	Description	Unit Price	Total
5.	3,740	Cu. Yds., Aggregate Subbase Course (6" minimum thickness).		
		Per Cu. Yds.	\$ _____	\$ _____
6.	10,270	Lin. Ft., Cast-in-Place Integral Curb and Gutter, Class "A" Concrete Gutter.		
		Per Lin. Ft.	\$ _____	\$ _____
7.	687	Sq. Ft. Curb Ramps with Detectable Warning Strip.		
		Per Sq. Ft.	\$ _____	\$ _____
8.	2,772	Sq. Ft. Curb Ramp – Type "B" (Truncated) with Detectable Warning Strip.		
		Per Sq. Ft.	\$ _____	\$ _____
9.	12,740	Sq. Ft., Reinforced Concrete Driveway Apron, 4" Thick.		
		Per Sq. Ft.	\$ _____	\$ _____
10.	49,510	Sq. Ft., 7' Wide Plain Class "B" Concrete Sidewalk, 4" Thick.		
		Per Sq. Ft.	\$ _____	\$ _____
11.	27	Each, Street Monument.		
		Each	\$ _____	\$ _____

Item No.	Estimated Quantity	Description	Unit Price	Total
12.	200	Lin. Ft., Temporary Wooden Barricade with Concrete Header.		
		Per Lin. Ft.	\$ _____	\$ _____
13.	24	Each, Street Name and Traffic Sign.		
		Each	\$ _____	\$ _____
14.	29	Each, Traffic Sign with Post.		
		Each	\$ _____	\$ _____
15.	245	Lin. Ft., 12" White Pavement Striping (thermoplastic extrusion).		
		Per Lin. Ft.	\$ _____	\$ _____
16.	75	Lin. Ft., 8" White Solid Striping (thermoplastic extrusion) with Type "C" Raised Pavement Markers.		
		Per Lin. Ft.	\$ _____	\$ _____
17.	6,411	Lin. Ft., 4" Double Yellow Pavement Striping (thermoplastic extrusion) with Type "D" Raised Pavement Markers @ 20' O.C.		
		Per Lin. Ft.	\$ _____	\$ _____
18.	L.S.	Temporary Traffic Control Measures.		
		Lump Sum		\$ _____

Item No.	Estimated Quantity	Description	Unit Price	Total
<u>TRANSFER STATION</u>				
19.	150	Lin. Ft., 4" Solid Yellow Pavement Striping (thermoplastic extrusion) with Type "D" Raised Pavement Markers @ 20' O.C.		
		Per Lin. Ft.	\$ _____	\$ _____
20.	2	Each, 30' Wide Gate.		
		Each	\$ _____	\$ _____
21.	45	Lin. Ft., 6' High Chainlink Fence.		
		Per Lin. Ft.	\$ _____	\$ _____
		TOTAL – ROAD CONSTRUCTION (Items 1 to 21, inclusive)		\$ _____

Item No.	Estimated Quantity	Description	Unit Price	Total
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DRAINAGE SYSTEM

The price shall include excavating for catch basins, manholes, trenching for pipes, removing and disposing of unsuitable material and replacing with select material for pipe cushion, sheeting and shoring as required, backfilling, labor, equipment, tools, materials and all incidental work necessary to construct the drainage system as indicated on the plans, in place complete.

22.	3,302	Cu. Yds., Unclassified Excavation for Catch Basins, Drain Lines, Ditches and DMH, including Backfill.		
		Per Cu. Yds.	\$ _____	\$ _____
23.	1,699	Lin. Ft., 18" High Density Polyethylene Pipe, including Trench Excavation, Pipe Cushion and Backfill.		
		Per Lin. Ft.	\$ _____	\$ _____
24.	192	Lin. Ft., 24" High Density Polyethylene Pipe, including Trench Excavation, Pipe Cushion and Backfill.		
		Per Lin. Ft.	\$ _____	\$ _____

Item No.	Estimated Quantity	Description	Unit Price	Total
25.	4	Each, Standard Reinforced Concrete Catch Basin, Type "A", 7.00' to 7.99' Deep.		
		Each	\$ _____	\$ _____
26.	4	Each, Standard Reinforced Concrete Catch Basin, Type "A", 8.00' to 8.99' Deep.		
		Each	\$ _____	\$ _____
27.	2	Each, Standard Reinforced Concrete Catch Basin, Type "A", 9.00' to 9.99' Deep.		
		Each	\$ _____	\$ _____
28.	1	Each, Standard Reinforced Concrete Catch Basin, Type "B", 4.00' to 4.99' Deep.		
		Each	\$ _____	\$ _____
29.	1	Each, Standard Reinforced Concrete Catch Basin, Type "B", 7.00' to 7.99' Deep.		
		Each	\$ _____	\$ _____
30.	3	Each, Standard Reinforced Concrete Catch Basin, Type "B", 8.00' to 8.99' Deep.		
		Each	\$ _____	\$ _____

Item No.	Estimated Quantity	Description	Unit Price	Total
31.	4	Each, Standard Reinforced Concrete Catch Basin, Type "B", 9.00' to 9.99' Deep.		
		Each	\$ _____	\$ _____
32.	1	Each, Standard Reinforced Concrete Catch Basin, Type "B", 10.00' to 10.99' Deep.		
		Each	\$ _____	\$ _____
33.	1	Each, Standard Reinforced Concrete Catch Basin, Type "B", 11.00' to 11.99' Deep.		
		Each	\$ _____	\$ _____
34.	1	Each, Special Reinforced Concrete Catch Basin on Top of Drywell, Type "A", 5.00' to 5.99' Deep.		
		Each	\$ _____	\$ _____
35.	1	Each, Special Reinforced Concrete Catch Basin on Top of Drywell, Type "A", 8.00' to 8.99' Deep.		
		Each	\$ _____	\$ _____
36.	2	Each, Special Reinforced Concrete Catch Basin on Top of Drywell, Type "A", 9.00' to 9.99' Deep.		
		Each	\$ _____	\$ _____

Item No.	Estimated Quantity	Description	Unit Price	Total
37.	8	Each, Special Reinforced Concrete Catch Basin on Top of Drywell, Type "A", 11.00' to 11.99' Deep.		
		Each	\$ _____	\$ _____
38.	1	Each, Special Reinforced Concrete Catch Basin on Top of Drywell, Type "A", 12.00' to 12.99' Deep.		
		Each	\$ _____	\$ _____
39.		Each, Standard Reinforced Concrete Shallow Drain Manhole, 5.00' to 5.99' Deep.		
		Each	\$ _____	\$ _____
40.		Each, Standard Reinforced Concrete Shallow Drain Manhole, 7.00' to 7.99' Deep.		
		Each	\$ _____	\$ _____
41.	5	Each, Standard Reinforced Concrete Shallow Drain Manhole, 8.00' to 8.99' Deep.		
		Each	\$ _____	\$ _____
42.	2	Each, Standard Reinforced Concrete Shallow Drain Manhole, 9.00' to 9.99' Deep.		
		Each	\$ _____	\$ _____

Item No.	Estimated Quantity	Description	Unit Price	Total
43.	1	Each, Standard Reinforced Concrete Shallow Drain Manhole, 10.00' to 10.99' Deep.		
		Each	\$ _____	\$ _____
44.	1	Each, Standard Reinforced Concrete Shallow Drain Manhole, 11.00' to 11.99' Deep.		
		Each	\$ _____	\$ _____
45.	1	Each, Standard Reinforced Concrete Drain Inlet on Top of Drywell, 6.00' to 6.99' Deep.		
		Each	\$ _____	\$ _____
46.	2	Each, Standard Reinforced Concrete Drain Inlet on Top of Drywell, 7.00' to 7.99' Deep.		
		Each	\$ _____	\$ _____
47.	1	Each, Standard Reinforced Concrete Drain Inlet on Top of Drywell, 8.00' to 8.99' Deep.		
		Each	\$ _____	\$ _____
48.	84	Lin. Ft., 2' Wide Reinforced Concrete Ditch "A" and Relief Concrete Ditch at Road "E".		
		Per Lin. Ft.	\$ _____	\$ _____
49.	L.S.	Concrete Headwall for Ditch "A".		
		Lump Sum		\$ _____

Item No.	Estimated Quantity	Description	Unit Price	Total
50.	7	Each, 72" Diameter Drywell, 18.00' to 18.99' Deep, including Drywell Cover, 12" Thick Washed Crushed Stone (2 1/2" to 3") all around Drywell, Drywell Base, and Excavation.	Each	\$ _____ \$ _____
51.	2	Each, 72" Diameter Drywell, 20.00' to 20.99' Deep, including Drywell Cover, 12" Thick Washed Crushed Stone (2 1/2" to 3") all around Drywell, Drywell Base, and Excavation.	Each	\$ _____ \$ _____
52.	1	Each, 72" Diameter Drywell, 21.00' to 21.99' Deep, including Drywell Cover, 12" Thick Washed Crushed Stone (2 1/2" to 3") all around Drywell, Drywell Base, and Excavation.	Each	\$ _____ \$ _____
53.	1	Each, 72" Diameter Drywell, 22.00' to 22.99' Deep, including Drywell Cover, 12" Thick Washed Crushed Stone (2 1/2" to 3") all around Drywell, Drywell Base, and Excavation.	Each	\$ _____ \$ _____

Item No.	Estimated Quantity	Description	Unit Price	Total
54.	3	Each, 72" Diameter Drywell, 24.00' to 24.99' Deep, including Drywell Cover, 12" Thick Washed Crushed Stone (2 1/2" to 3") all around Drywell, Drywell Base, and Excavation.		
		Each	\$ _____	\$ _____
55.	8	Each, 72" Diameter Drywell, 25.00' to 25.99' Deep, including Drywell Cover, 12" Thick Washed Crushed Stone (2 1/2" to 3") all around Drywell, Drywell Base, and Excavation.		
		Each	\$ _____	\$ _____
TOTAL – DRAINAGE SYSTEM (Items 22 to 55, inclusive)				\$ _____

Item No.	Estimated Quantity	Description	Unit Price	Total
<u>WATER SYSTEM</u>				
The price shall include excavation for water lines and appurtenances, pipe cushion, backfilling, sheeting and shoring as required, labor, equipment, tools, materials and all incidental work necessary to construct the water system as indicated on the plans, in place complete.				
56.	1,910	Cu. Yds., Trench Excavation (without classification) for Water Mains, including Backfill and Pipe Cushion.		
		Per Cu. Yd.	\$ _____	\$ _____
57.	2,299	Lin. Ft. 8" Ductile Iron Pipe, Class 52. Furnish and Install Polyethylene Wrap.		
		Per Lin. Ft	\$ _____	\$ _____
58.	1,239	Lin. Ft. 6" Ductile Iron Pipe, Class 52. Furnish and Install Polyethylene Wrap.		
		Per Lin. Ft.	\$ _____	\$ _____
59.	532	Lin. Ft. 4" Ductile Iron Pipe, Class 52. Furnish and Install Polyethylene Wrap.		
		Per Lin. Ft.	\$ _____	\$ _____

Item No.	Estimated Quantity	Description	Unit Price	Total
60.	16	Each, 8" Gate Valve, Flanged End/Mechanical Joint, Class 200, including Anchor Valve Block.		
		Each	\$ _____	\$ _____
61.	4	Each, 6" Gate Valve, Flanged Ends, Class 200, including Anchor Valve Block.		
		Each	\$ _____	\$ _____
62.	14	Each, 6" Gate Valve, Mechanical Joint/Flanged End, Class 200, including Anchor Valve Block.		
		Each	\$ _____	\$ _____
63.	1	Each, 4" Gate Valve, Flanged End/Mechanical Joint, Class 200, including Anchor Valve Block.		
		Each	\$ _____	\$ _____
64.	1	Each, 4" Gate Valve, Mechanical Joints, Class 200, including Anchor Valve Block.		
		Each	\$ _____	\$ _____
65.	33	Each, Gate Valve Box, including all Appurtenances.		
		Each	\$ _____	\$ _____

Item No.	Estimated Quantity	Description	Unit Price	Total
66.	3,375	Lbs. Ductile Iron Fittings. 5 - 8"x6" Tee, MJ x FE 1 - 8"x6" Tee, MJ x MJ x FE 1 - 8" Tee 5 - 8" Tee, FE 1 - 6" Tee. MJ x MJ x FE 1 - 6" Tee, FE 1 - 6" Tee, MJ x FE 3 - 8"x4" Reducer, SEB 1 - 8"x4" Reducer, FE x FE 1 - 6"x4" Reducer, SEB 1 - 6" Cross, FE 3 - 8" Cap 6 - 4" Cap		
		Per Lb.	\$ _____	\$ _____
67.	4	Each, 1" Air Relief Valve, including all Appurtenances.		
		Each	\$ _____	\$ _____
68.	11	Each, Air Relief Valve Box, including Frame, Cover, and Concrete Base.		
		Each	\$ _____	\$ _____
69.	71	Each, 8" Megalugs.		
		Each	\$ _____	\$ _____
70.	56	Each, 6" Megalugs.		
		Each	\$ _____	\$ _____

Item No.	Estimated Quantity	Description	Unit Price	Total
71.	18	Each, 4" Megalugs.		
		Each	\$ _____	\$ _____
72.	41	Each, 1-1/2" Service Lateral with Type "C-1" Service Connection.		
		Each	\$ _____	\$ _____
73.	39	Each, 1" Service Lateral with Type "A" Service Connection.		
		Each	\$ _____	\$ _____
74.	121	Each, Type "X" Meter Box.		
		Each	\$ _____	\$ _____
75.	3	Each, Fire Hydrant, 6.0' Curb to Invert, including Hydrant Extension, Concrete Slab and Blue Reflective Markers.		
		Each	\$ _____	\$ _____
76.	8	Each, Fire Hydrant, 3.5' Curb to Invert, including Hydrant Extension, Concrete Slab and Blue Reflective Markers.		
		Each	\$ _____	\$ _____

Item No.	Estimated Quantity	Description	Unit Price	Total
77.	8.20	<p>Cu. Yds., DWS 2,500 Concrete Reaction Blocks, Test Blocks, Concrete Beams, Slabs, inclusive of necessary Structural Struts, Straps, Rods, Reinforcing Steel and Appurtenances.</p> <p>5 - 8"x6" Tee, MJ x FE 1 - 8"x6" Tee, MJ x MJ x FE 1 - 8" Tee 5 - 8" Tee, FE 2 - 6" Tee. MJ x MJ x FE 4 - 6" Tee, FE 4 - 6" Tee, MJ x FE 1 - 6" Cross, FE 4 - 8" Cap 6 - 4" Cap</p>		
		Per Cu. Yd.	\$ _____	\$ _____
78.	9	Each, 2" Cleanout including all Appurtenances.		
		Each	\$ _____	\$ _____

Item No.	Estimated Quantity	Description	Unit Price	Total
79.	L.S.	<p>Connection to existing mains including removal of 8" cap and concrete block, inclusive of furnishing and installing of all materials and appurtenances (excluding excavation and trenching work), materials to cut and plug existing main, raising existing valve box frame and cover to match new finished grade, all in accordance to the plans and specification.</p> <p>Connection to existing high pressure 8" D.I. stub-out at Sta. 0+23 o/s 10.5' Right, Road "B", as shown on the plans.</p>		
		Lump Sum		\$ _____
80.	L.S.	<p>Connection to existing mains including removal of 16" cap and concrete block, inclusive of furnishing and installing of all materials and appurtenances (excluding excavation and trenching work), materials to cut and plug existing main, raising existing valve box frame and cover to match new finished grade, all in accordance to the plans and specification.</p> <p>Connection to existing low pressure 16" D.I., gate valve at Sta. 0+18 o/s 10.5' Left, Road "F", as shown on the plans.</p>		
		Lump Sum		\$ _____

Item No.	Estimated Quantity	Description	Unit Price	Total
81.	L.S.	<p>Connection to existing mains including removal of 16" cap and concrete block, inclusive of furnishing and installing of all materials and appurtenances (excluding excavation and trenching work), materials to cut and plug existing main, raising existing valve box frame and cover to match new finished grade, all in accordance to the plans and specification.</p> <p>Connection to existing low pressure 16" D.I., gate valve at Sta. 8+82 o/s 10.5' Right, Road "H", as shown on the plans.</p>		
		Lump Sum		\$ _____
82.	L.S.	Chlorination and Testing.		
		Lump Sum		\$ _____
		TOTAL – WATER SYSTEM (Items 56 to 82, inclusive)		\$ _____

Item No.	Estimated Quantity	Description	Unit Price	Total
<u>MASS GRADING</u>				
The price for the following items shall include all labor, tools, equipment, material and incidentals necessary to construct the following items, in place complete.				
83.	39.5	Acres, Clearing and Grubbing, inclusive of Proof-Rolling, and Removal of Top 8 Inches of Organic Material (stripping).		
		Per Acre	\$ _____	\$ _____
84.	94,500	Cu. Yds., Mass Excavation, inclusive of Hauling, Placing and Compacting (per the recommendations in the soils report) and Grading in the General Fill Stockpile and the Rock Fill Stockpile. Approximate Embankment = 215,700 cubic yards.		
		Per Cu. Yd.	\$ _____	\$ _____
85.	161,804	Sq. Yds., Fine Grading of Lot Areas.		
		Per Sq. Yd.	\$ _____	\$ _____
86.	4,529	Lin. Ft., Combination Silt / Dust Fence.		
		Per Lin. Ft.	\$ _____	\$ _____
87.	2,868	Lin. Ft., Silt Fence.		
		Per Lin. Ft.	\$ _____	\$ _____

Item No.	Estimated Quantity	Description	Unit Price	Total
88.	L.S	Temporary Erosion Control (inclusive of, but not limited to, NPDES permit requirements, roadway cleaning).		
		Lump Sum		\$ _____
89.	L.S	Construct Temporary Ingress/Egress Construction Entrance at Kawaihae Road with 65 Cubic Yards of No. 2 Crushed Rock on Dupont TYPAR Fabric 3401 or Equal.		
		Lump Sum		\$ _____
90.	33.4	Acres, Chemical Stabilization of Residential Lots.		
		Per Acre	\$ _____	\$ _____
91.	4.5	Acres, Grassing, inclusive of 90-day Maintenance Period (New Community Park).		
		Per Acre	\$ _____	\$ _____
		TOTAL – MASS GRADING (Items 83 to 91, inclusive)		\$ _____

Item No.	Estimated Quantity	Description	Unit Price	Total
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UNDERGROUND ELECTRIC
AND AREA LIGHTING SYSTEMS

The prices bid herein for the following items shall include all labor, tools and equipment, materials except that to be supplied by the Utility Companies, appurtenances and incidentals necessary to install or to construct the following items in place and complete in accordance with the drawings and specifications and standard practices of Hawaii Electric & Light Co. (HELCO), Sandwich Isles Communication, Inc. (SIC) and the County of Hawaii, and to the satisfaction of the Developer.

- | | | |
|-----|-----|--|
| 92. | 180 | Lin. Ft., Furnish and Install One 2-Inch Concrete Encased HELCO Conduit. Work shall consist of excavation and providing 2" diameter conduits, with spacers, couplings, appurtenances, and concrete jacket, backfilled per HELCO requirements, complete and in place. |
|-----|-----|--|

Per Lin. Ft.

\$ _____

\$ _____

Item No.	Estimated Quantity	Description	Unit Price	Total
93.	3,400	Lin. Ft., Furnish and Install Two 2-Inch Concrete Encased HELCO Conduit. Work shall consist of excavation and providing 2" diameter conduits, with spacers, couplings, appurtenances, and concrete jacket, backfilled per HELCO requirements, complete and in place.		
		Per Lin. Ft.	\$ _____	\$ _____
94.	1,050	Lin. Ft., Furnish and Install One 3-Inch Direct Buried HELCO Conduit. Work shall consist of excavation and providing 3" diameter conduits, with spacers, couplings and appurtenances, backfilled per HELCO requirements, complete and in place.		
		Per Lin. Ft.	\$ _____	\$ _____
95.	2,700	Lin. Ft., Furnish and Install One 3-Inch Concrete Encased HELCO Conduit. Work shall consist of excavation and providing 3" diameter conduits, with spacers, couplings, appurtenances, and concrete jacket, backfilled per HELCO requirements, complete and in place.		
		Per Lin. Ft.	\$ _____	\$ _____

Item No.	Estimated Quantity	Description	Unit Price	Total
96.	630	Lin. Ft., Furnish and Install Two 3-Inch Concrete Encased HELCO Conduit. Work shall consist of excavation and providing 3" diameter conduits, with spacers, couplings, appurtenances, and concrete jacket, backfilled per HELCO requirements, complete and in place.		
		Per Lin. Ft.	\$ _____	\$ _____
97.	20	Lin. Ft., Furnish and Install Three 3-Inch Concrete Encased HELCO Conduit. Work shall consist of excavation and providing 3" diameter conduits, with spacers, couplings, appurtenances, and concrete jacket, backfilled per HELCO requirements, complete and in place.		
		Per Lin. Ft.	\$ _____	\$ _____
98.	80	Lin. Ft., Furnish and Install One 4-Inch Concrete Encased HELCO Conduit. Work shall consist of excavation and providing 4" diameter conduits, with spacers, couplings, appurtenances, and concrete jacket, backfilled per HELCO requirements, complete and in place.		
		Per Lin. Ft.	\$ _____	\$ _____

Item No.	Estimated Quantity	Description	Unit Price	Total
99.	420	Lin. Ft., Furnish and Install Two 5-Inch Concrete Encased HELCO Conduit. Work shall consist of excavation and providing 5" diameter conduits, with spacers, couplings, appurtenances, and concrete jacket, backfilled per HELCO requirements, complete and in place.		
		Per Lin. Ft.	\$ _____	\$ _____
100.	1,840	Lin. Ft., Furnish and Install Three 5-Inch Concrete Encased HELCO Conduit. Work shall consist of excavation and providing 5" diameter conduits, with spacers, couplings, appurtenances, and concrete jacket, backfilled per HELCO requirements, complete and in place.		
		Per Lin. Ft.	\$ _____	\$ _____
101.	90	Lin. Ft., Furnish and Install Five 5-Inch Concrete Encased HELCO Conduit. Work shall consist of excavation and providing 5" diameter conduits, with spacers, couplings, appurtenances, and concrete jacket, backfilled per HELCO requirements, complete and in place.		
		Per Lin. Ft.	\$ _____	\$ _____

Item No.	Estimated Quantity	Description	Unit Price	Total
102.	1,160	Lin. Ft., Furnish and Install One 1.25-Inch Street Light PVC Schedule 80 Type Conduit. Work shall consist of excavation and providing 1.25" diameter conduit, with spacers, couplings and appurtenances, backfilled as required, complete and in place.		
		Per Lin. Ft.	\$ _____	\$ _____
103.	280	Lin. Ft., Furnish and Install One 1.25-Inch Concrete Encased Street Light PVC Schedule 40 Type Conduit. Work shall consist of excavation and providing 1.25" diameter conduit, with spacers, couplings, appurtenances, and concrete jacket, backfilled as required, complete and in place.		
		Per Lin. Ft.	\$ _____	\$ _____
104.	1,480	Lin. Ft., Furnish and Install One 1.5-Inch Street Light PVC Schedule 80 Type Conduit. Work shall consist of excavation and providing 1.5" diameter conduit, with spacers, couplings and appurtenances, backfilled as required, complete and in place.		
		Per Lin. Ft.	\$ _____	\$ _____

Item No.	Estimated Quantity	Description	Unit Price	Total
105.	120	Lin. Ft., Furnish and Install One 1.5-Inch Concrete Encased Street Light PVC Schedule 40 Type Conduit. Work shall consist of excavation and providing 1.5" diameter conduit, with spacers, couplings, appurtenances, and concrete jacket, backfilled as required, complete and in place.		
		Per Lin. Ft.	\$ _____	\$ _____
106.	6	Each, Furnish and Install 17" x 30" Non-concrete pullbox, cover with locking device, provided in accordance with HECO standard drawings No. <u>30-2006</u> & <u>011314</u> .		
		Each	\$ _____	\$ _____
107.	34	Each, Furnish and Install 2' x 3' Non-concrete pullbox, cover with locking device, provided in accordance with HECO standard drawing No. <u>30-2006</u> .		
		Each	\$ _____	\$ _____
108.	11	Each, Furnish and Install 4' x 6' Type 46 reinforced concrete handhole with precast concrete covers, provided in accordance with HECO standard drawing No. <u>101026</u> .		
		Each	\$ _____	\$ _____

Item No.	Estimated Quantity	Description	Unit Price	Total
109.	7	Each, Furnish and Install 5' x 7' Type 57 reinforced concrete handhole with precast concrete covers, provided in accordance with HECO standard drawing No. <u>102301</u>		
		Each	\$ _____	\$ _____
110.	1	Each, Furnish and Install 6' x 11' reinforced concrete manhole with traffic rated frame and cover, provided in accordance with HECO standard drawing No. <u>100726</u> .		
		Each	\$ _____	\$ _____
111.	16	Each, Furnish and Install 6' x 7' Transformer Pad Lot. Work shall consist of reinforced concrete transformer pad and ground rod, provided as indicated on the drawings and in accordance with HECO standard drawing No. <u>30-5001</u> and <u>011249</u> , complete and in place.		
		Each	\$ _____	\$ _____
112.	1	Each, Furnish and Install 10' x 14' automatic transfer switching equipment enclosure pad lot with reinforced concrete pad and ground rod, per HECO standard drawing No. <u>30-5040</u> .		
		Each	\$ _____	\$ _____

Item No.	Estimated Quantity	Description	Unit Price	Total
113.	49	Each, Furnish and Install Street Lighting Standard (55W). Work shall consist of excavating, constructing reinforced concrete foundation, backfilling, and providing street lighting standard, luminaire and bracket arm in accordance with the County of Hawaii's Department of Public Works Standards and as indicated on the drawings, complete and in place.		
		Each	\$ _____	\$ _____
TOTAL - UNDERGROUND ELECTRIC AND LIGHTING SYSTEMS (Items 92 to 113, inclusive)				\$ _____

Item No.	Estimated Quantity	Description	Unit Price	Total
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**PART I.B. – SANDWICH ISLES COMMUNICATIONS, INC (SIC) WORK
(INCLUDING GET)**

**** Note: Sandwich Isles
Communications, Inc. Items**

The prices bid herein for the following items shall include all labor, tools and equipment, materials except that to be supplied by Sandwich Isles Communications, Inc. (SIC), appurtenances and incidentals necessary to install or to construct the following items in place and complete in accordance with the drawings and specifications and standard practices of Sandwich Isles Communications, Inc., the County of Hawaii's Department of Transportation, Highways Division, and to the satisfaction of the DHHL.

114.	480	**Lin. Ft., Furnish and Install Two 1-Inch Direct Buried SIC Conduits (Tel/CATV) - UD(1x2-1"). Work shall consist of excavation and providing 1" diameter conduits, with spacers, couplings and appurtenances, backfilled per SIC requirements, complete and in place.
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Per Lin. Ft.

\$ _____

\$ _____

Item No.	Estimated Quantity	Description	Unit Price	Total
115.	650	<p>**Lin. Ft., Furnish and Install Two 1-Inch Concrete Encased SIC Conduits (Tel/CATV) - UD(1x2-1"). Work shall consist of excavation and providing 1" diameter conduits, with spacers, couplings, appurtenances and concrete jacket, backfilled per SIC requirements, complete and in place.</p> <p>Per Lin. Ft.</p>	\$ _____	\$ _____
116.	1,000	<p>**Lin. Ft., Furnish and Install Four 1-Inch Concrete Encased SIC Conduits (Tel/CATV) - UD(2x2-1"). Work shall consist of excavation and providing 1" diameter conduits, with spacers, couplings, appurtenances and concrete jacket, backfilled per SIC requirements, complete and in place.</p> <p>Per Lin. Ft.</p>	\$ _____	\$ _____
117.	2,530	<p>**Lin. Ft., Furnish and Install Two 4-Inch Direct Buried SIC Conduits (Tel/CATV) - UD(1x2-4"). Work shall consist of excavation and providing 4" diameter conduits, with spacers, couplings and appurtenances, backfilled per SIC requirements, complete and in place.</p> <p>Per Lin. Ft.</p>	\$ _____	\$ _____

Item No.	Estimated Quantity	Description	Unit Price	Total
118.	1,980	**Lin. Ft., Furnish and Install Two 4-Inch Concrete Encased SIC Conduits (Tel/CATV) - UD(1x2-4"). Work shall consist of excavation and providing 4" diameter conduits, with spacers, couplings, appurtenances and concrete jacket, backfilled per SIC requirements, complete and in place.		
		Per Lin. Ft.	\$ _____	\$ _____
119.	140	**Lin. Ft., Furnish and Install Four 4-Inch Direct Buried SIC Conduits (Tel/CATV) - UD(2x2-4"). Work shall consist of excavation and providing 4" diameter conduits, with spacers, couplings and appurtenances, backfilled per SIC requirements, complete and in place.		
		Per Lin. Ft.	\$ _____	\$ _____
120.	100	**Lin. Ft., Furnish and Install One 4-Inch & Two 1-Inch Concrete Encased SIC Conduits (Tel/CATV) - UD(1x1-4") & UD(1x2-1"). Work shall consist of excavation and providing 4" & 1" diameter conduits, with spacers, couplings, appurtenances and concrete encasing, backfilled per SIC requirements, complete and in place.		
		Per Lin. Ft.	\$ _____	\$ _____

Item No.	Estimated Quantity	Description	Unit Price	Total
121.	380	<p>**Lin. Ft., Furnish and Install Two 4-Inch & Two 1-Inch Concrete Encased SIC Conduits (Tel/CATV) - UD(1x2-4") & UD(1x2-1"). Work shall consist of excavation and providing 4" & 1" diameter conduits, with spacers, couplings, appurtenances and concrete encasing, backfilled per SIC requirements, complete and in place.</p> <p>Per Lin. Ft.</p>	\$ _____	\$ _____
122.	60	<p>**Lin. Ft., Furnish and Install Two 4-Inch & Four 1-Inch Concrete Encased SIC Conduits (Tel/CATV) - UD(1x2-4") & UD(2x2-1"). Work shall consist of excavation and providing 4" & 1" diameter conduits, with spacers, couplings, appurtenances and concrete encasing, backfilled per SIC requirements, complete and in place.</p> <p>Per Lin. Ft.</p>	\$ _____	\$ _____
123.	860	<p>**Lin. Ft., Furnish and Install Two 4-Inch & Four 1-Inch Direct Buried SIC Conduits (Tel/CATV) - UD(1x2-4") & UD(2x2-1"). Work shall consist of excavation and providing 4" & 1" diameter conduits, with spacers, couplings and appurtenances, backfilled per SIC requirements, complete and in place.</p> <p>Per Lin. Ft.</p>	\$ _____	\$ _____

Item No.	Estimated Quantity	Description	Unit Price	Total
124.	360	<p>**Lin. Ft., Furnish and Install Two 4-Inch & Eight 1-Inch Direct Buried SIC Conduits (Tel/CATV) - UD(1x2-4") & UD(2x4-1"). Work shall consist of excavation and providing 4" & 1" diameter conduits, with spacers, couplings and appurtenances, backfilled per SIC requirements, complete and in place.</p> <p>Per Lin. Ft.</p>	\$ _____	\$ _____
125.	120	<p>**Lin. Ft., Furnish and Install Four 4-Inch & Four 1-Inch Direct Buried SIC Conduits (Tel/CATV) - UD(2x2-4") & UD(2x2-1"). Work shall consist of excavation and providing 4" & 1" diameter conduits, with spacers, couplings and appurtenances, backfilled per SIC requirements, complete and in place.</p> <p>Per Lin. Ft.</p>	\$ _____	\$ _____
126.	40	<p>**Lin. Ft., Furnish and Install Four 4-Inch & Six 1-Inch Direct Buried SIC Conduits (Tel/CATV) - UD(2x2-4") & UD(2x3-1"). Work shall consist of excavation and providing 4" & 1" diameter conduits, with spacers, couplings and appurtenances, backfilled per SIC requirements, complete and in place.</p> <p>Per Lin. Ft.</p>	\$ _____	\$ _____

Item No.	Estimated Quantity	Description	Unit Price	Total
127.	20	**Lin. Ft., Furnish and Install Five 4-Inch & Six 1-Inch Direct Buried SIC Conduits (Tel/CATV) - UD(1x5-4") & UD(2x3-1"). Work shall consist of excavation and providing 4" & 1" diameter conduits, with spacers, couplings and appurtenances, backfilled per SIC requirements, complete and in place.		
		Per Lin. Ft.	\$ _____	\$ _____
128.	20	**Lin. Ft., Furnish and Install One 3-Inch Direct Buried CATV Conduit. Work shall consist of excavation and providing 3" diameter conduits, with spacers, couplings and appurtenances, backfilled per HELCO requirements, complete and in place.		
		Per Lin. Ft.	\$ _____	\$ _____
129.	1	**Each, CATV Power Supply. Work shall consist of providing metering equipment, enclosure, conduit, wiring and all appurtenances required for the installation, as indicated on the drawings, complete and in place.		
		Each	\$ _____	\$ _____

Item No.	Estimated Quantity	Description	Unit Price	Total
130.	3	**Each, Furnish and Install 13"x24"x36" fibre reinforced plastic handhole with non-skid surface polymer concrete 20K "Traffic" rated covers, "SIC" inscribed on covers. Provided in accordance with Sandwich Isles Communications requirements. Type UHC 13x24.		
		Each	\$ _____	\$ _____
131.	14	**Each, Furnish and Install 30"x48"x33" fibre reinforced plastic handhole with non-skid surface polymer concrete 20K "Traffic" rated covers, "SIC" inscribed on covers. Provided in accordance with Sandwich Isles Communications requirements, Type UHC 30x48.		
		Each	\$ _____	\$ _____
132.	3	**Each, Furnish and Install 3'-9" x 5'-9" x 3'-10.5" reinforced concrete handhole with two piece hinged non-skid surface polymer concrete 20K "Traffic" rated covers, "SIC" inscribed on covers. Provided in accordance with Sandwich Isles Communications requirements, Type UH3x5.		
		Each	\$ _____	\$ _____

Item No.	Estimated Quantity	Description	Unit Price	Total
133.	6	**Each, Furnish and Install 3'-9" x 5'-9" x 3'-7" reinforced concrete manhole with traffic rated frame and covers, provided in accordance with Sandwich Isles Communications requirements, Type UM-35.		
		Each	\$ _____	\$ _____
134.	1	**Each, Furnish and Install 4'-0" x 6'-0" x 6'-1/4" reinforced concrete handhole with galvanized slip-not covers, "SIC" inscribed on covers. Provided in accordance with Sandwich Isles Communications requirements, Type UH-4x6.		
		Each	\$ _____	\$ _____
135.	9	**Each, Furnish and Install Housing Ground Assembly Unit BM 2(5/8)(8), with copper clad ground rod clamp and the required length of bare #6 AWG tinned copper ground wire connected to an auxiliary grouding connector within the housing, provided in accordance with SIC standard requirements, complete and in place.		
		Each	\$ _____	\$ _____
TOTAL - SANDWICH ISLES COMMUNICATION, INC. (SIC) WORK (Items 114 TO 135, inclusive)				\$ _____

PART I
LALAMILO HOUSING PHASE 2A, INCREMENT 1
WAIMEA, SOUTH KOHALA, ISLAND OF HAWAII

RECAPITULATION

PART I.A. – LALAMILO HOUSING PHASE 2A, INCREMENT 1 (EXCLUDING GET)

TOTAL – ROAD CONSTRUCTION

(Items 1 to 21, inclusive).....\$_____

TOTAL – DRAINAGE SYSTEM

(Items 22 to 55, inclusive).....\$_____

TOTAL – WATER SYSTEM

(Items 56 to 82, inclusive).....\$_____

TOTAL – MASS GRADING

(Items 83 to 91, inclusive).....\$_____

TOTAL – UNDERGROUND ELECTRIC AND AREA LIGHTING SYSTEMS

(Items 92 to 113, inclusive).....\$_____

TOTAL – PART I.A. (EXCLUDING GET)

(Items 1 to 113, inclusive).....\$_____

PART I.B. – SANDWICH ISLES COMMUNICATION, INC. (SIC) WORK
(INCLUDING GET)

(Items 114 to 135, inclusive).....\$_____

Item No.	Estimated Quantity	Description	Unit Price	Total
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PART II

PART II.A – KAWAIHAE ROAD IMPROVEMENTS AT SOUTH KOHALA DISTRIBUTION ROAD (EXCLUDING GET)

KAWAIHAE ROAD – STATE R/W

ROAD RECONSTRUCTION

The price shall include reconstruction of the roadway prism, base courses, and other items as called for in the plans, including labor, tools, equipment and all incidental work necessary to construct the roadway as indicated on the plans, in place complete.

1.	0.2	Acres, Clearing and Grubbing inclusive of Proof-Rolling, and Removal of Top 8 inches of Organic Material.		
			Per Acre	\$ _____ \$ _____
2.	385	Cu. Yds., Embankment, inclusive of Hauling, Placing and Compacting (per recommendations in the soils report).		
			Per Cu. Yd.	\$ _____ \$ _____
3.	779	Sq. Yds., Hot Mix Asphalt Concrete Pavement, State Mix No. IV (2-1/2" minimum thickness).		
			Per Sq. Yd.	\$ _____ \$ _____

Item No.	Estimated Quantity	Description	Unit Price	Total
4.	97	Cu. Yds., Asphalt Concrete Base Course (8" minimum thickness).		
		Per Cu. Yd.	\$ _____	\$ _____
5.	L.S.	Temporary Erosion Control (inclusive of, but not limited to, NPDES permit requirements, roadway cleaning).		
		Lump Sum		\$ _____
6.	L.S.	Temporary Traffic Control Measures (may be subject to change depending on striping removal schedule).		
		Lump Sum		\$ _____
7.	L.S.	Remove all Existing Striping and Pavement Markers as indicated within project documents.		
		Lump Sum		\$ _____
8.	L.S.	Remove and Relocate Existing "Waimea Transfer Station" and "SPEED LIMIT" Signs.		
		Lump Sum		\$ _____
9.	910	Lin. Ft., Remove and Relocate Existing Barbed Wire Fence.		
		Per Lin. Ft.	\$ _____	\$ _____
10.	3	Relocate Existing Rumble Strips.		
		Each	\$ _____	\$ _____

Item No.	Estimated Quantity	Description	Unit Price	Total
11.	1,009	Lin. Ft., 4-inch wide White Pavement Striping (thermoplastic extrusion) with Type "C" Raised Pavement Markers @ 40'O.C.		
		Per Lin. Ft.	\$ _____	\$ _____
12.	375	Lin. Ft., 4-inch wide Double Yellow Pavement Striping (thermoplastic extrusion) with Type "D" Raised Pavement Markers @ 20'O.C.		
		Per Lin. Ft.	\$ _____	\$ _____
13.	1,361	Lin. Ft., 4-inch wide Double Yellow Median Pavement Striping (thermoplastic extrusion) with Type "H" Raised Pavement Markers @ 20'O.C.		
		Per Lin. Ft.	\$ _____	\$ _____
14.	625	Lin. Ft., 8-inch wide White Channel Striping (thermoplastic extrusion) with Type "C" Pavement Markers @ 20'O.C.		
		Per Lin. Ft.	\$ _____	\$ _____
15.	245	Lin. Ft., 4-inch wide White Guidelines Striping (thermoplastic extrusion).		
		Per Lin. Ft.	\$ _____	\$ _____
16.	L.S.	12-inch wide Yellow Diagonal Striping (thermoplastic extrusion) at Median.		
		Lump Sum		\$ _____

Item No.	Estimated Quantity	Description	Unit Price	Total
17.	L.S.	12-inch wide White Stop Bar		
		Lump Sum		\$ _____
18.	L.S.	4-inch wide Yellow Guidelines.		
		Lump Sum		\$ _____
19.	L.S.	Lane Reduction, Right-Turn and Left-Turn Arrow Pavement Markings.		
		Lump Sum		\$ _____
20.	1	Each, Traffic Sign with Post, 30"x36" R3-5(R), in place complete.		
		Each	\$ _____	\$ _____
		TOTAL – ROAD RECONSTRUCTION (Items 1 to 20, inclusive)		\$ _____

Item No.	Estimated Quantity	Description	Unit Price	Total
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UNDERGROUND ELECTRIC AND
AREA LIGHTING SYSTEMS

The prices bid herein for the following items shall include all labor, tools and equipment, materials except that to be supplied by the Utility Companies, appurtenances and incidentals necessary to install or to construct the following items in place and complete in accordance with the drawings and specifications and standard practices of Hawaii Electric & Light Co. (HELCO), Sandwich Isles Communication, Inc, (SIC) and to the satisfaction of the DHHL.

21.	450	Lin. Ft., Street Lighting Circuit(s) (Multiple System). Work shall consist of providing cables and accessories from street lighting standard to nearest HELCO secondary cable, complete and in place.		
			Per Lin. Ft.	\$ _____ \$ _____
22.	1	Each, Remove Existing Street Light and Bracket Arm from Existing Utility Pole. Coordinate with State of Hawaii.		
			Each	\$ _____ \$ _____

Item No.	Estimated Quantity	Description	Unit Price	Total
23.	4	Each, Furnish and Install Street Light and Bracket Arm (180W). Work shall consist of providing street lighting luminaire and bracket arm in accordance with the State of Hawaii's Department of Transportation Highways Division Design Branch Standard Plans and as indicated on the drawings, complete and in place.		
		Each	\$ _____	\$ _____
24.	L.S.	Allowance for Relocation of HELCO overhead pole line. Contractor shall pay the HELCO charges for the relocation work along Kawaihae Road using this allowance but shall not add construction burden, administrative charges and taxes. Used remainder of the Allowance to remain with the State.		
		Lump Sum		\$ _____
25.	L.S.	Allowance for Relocation of HTCO overhead pole line. Contractor shall pay the HTCO charges for the relocation work along Kawaihae Road using this allowance but shall not add construction burden, administrative charges and taxes. Used remainder of the Allowance to remain with the State.		
		Lump Sum		\$ _____
		TOTAL - UNDERGROUND ELECTRIC AND AREA LIGHTING SYSTEMS (Items 21 to 25, inclusive)		\$ _____

Item No.	Estimated Quantity	Description	Unit Price	Total
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PART II.B. – SANDWICH ISLES COMMUNICATIONS, INC WORK (INCLUDING GET)

** Note: Sandwich Isles
Communications, Inc. Items

The prices bid herein for the following items shall include all labor, tools and equipment, materials except that to be supplied by Sandwich Isles Communications, Inc. (SIC), appurtenances and incidentals necessary to install or to construct the following items in place and complete in accordance with the drawings and specifications and standard practices of Sandwich Isles Communications, Inc., the State of Hawaii's Department of Transportation, Highways Division, and to the satisfaction of the DHHL.

26.	90	<p>**Lin. Ft., Furnish and Install Two 4-inch Direct Buried SIC Conduits (Tel/CATV) – UD(1x2-4"). Work shall consist of excavation and providing 4" diameter conduits, with spacers, couplings and appurtenances, backfilled per SIC requirements, complete and in place.</p>
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Per Lin. Ft.	\$		\$	
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Item No.	Estimated Quantity	Description	Unit Price	Total
27.	1	**Ea, SIC Manhole Conduit Entry. Work shall consist of core drilling existing SIC Manhole for new duct penetration, patch and grout to match existing condition. Coordinate work with SIC & State of Hawaii for scheduling and provide per SIC requirements. Excavation required to expose wall face shall be considered incidental to this item.		
		Each	\$ _____	\$ _____
		TOTAL – SANDWICH ISLES COMMUNICATION (SIC) WORK (Items 26 to 27, inclusive)		\$ _____

PART II
LALAMILO HOUSING PHASE 2A,
KAWAIHAE ROAD IMPROVEMENTS AT SOUTH KOHALA DISTRIBUTION ROAD
WAIMEA, SOUTH KOHALA, ISLAND OF HAWAII

RECAPITULATION

PART II.A. – LALAMILO HOUSING PHASE 2A,
KAWAIHAE ROAD IMPROVEMENTS AT SOUTH KOHALA DISTRIBUTION ROAD
(EXCLUDING GET)

TOTAL – ROAD RECONSTRUCTION

(Items 1 to 20, inclusive)\$ _____

TOTAL – UNDERGROUND ELECTRIC AND AREA LIGHTING SYSTEMS

(Items 21 to 25, inclusive)\$ _____

TOTAL – PART II.A. (EXCLUDING GET)

(Items 1 to 25, inclusive)\$ _____

PART II.B. – SANDWICH ISLES COMMUNICATION, INC (SIC) WORK
(INCLUDING GET)

(Items 26 to 27, inclusive).....\$ _____

Item No.	Estimated Quantity	Description	Unit Price	Total
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PART III – MISCELLANEOUS (EXCLUDING GET)

MISCELLANEOUS

The price for the following items shall include all labor, tools, equipment, material and incidentals necessary to construct the following items, in place complete.

1.	L.S.	Mobilization, including Obtaining Insurance, Bonds, Permits, Scheduling, Submittal, and Other Activities to Mobilize for Project. (maximum \$25,000).	Lump Sum	\$ _____
2.	L.S.	Project Sign, in place complete.	Lump Sum	\$ _____
3.	L.S.	Field Office, including Installation and Removal.	Lump Sum	\$ _____
4.	L.S.	Demobilization, including Removing Excess Materials, and Equipment, Clean-up, Report After Grading, including certification (as graded topographical survey and certification letter for grader). Maximum \$25,000.	Lump Sum	\$ _____
5.	Allowance	Field Directed Changes by DHHL.	Allowance	\$ <u>350,000</u>
TOTAL – MISCELLANEOUS (Items 1 to 5, inclusive)				\$ _____

PART III
LALAMILO HOUSING PHASE 2A, INCREMENT 1 AND KAWAIHAE ROAD
IMPROVEMENTS AT SOUTH KOHALA DISTRIBUTION ROAD
WAIMEA, SOUTH KOHALA, ISLAND OF HAWAII

RECAPITULATION

PART III – MISCELLANEOUS (EXCLUDING GET)

TOTAL – MISCELLANEOUS

(Items 1 to 5, inclusive)\$ _____

TOTAL – PART III – MISCELLANEOUS (EXCLUDING GET)

(Items 1 to 5, inclusive)\$ _____

PART I
LALAMILO HOUSING PHASE 2A, INCREMENT 1
WAIMEA, SOUTH KOHALA, ISLAND OF HAWAII

PART II
LALAMILO HOUSING PHASE 2A,
KAWAIHAE ROAD IMPROVEMENTS AT SOUTH KOHALA DISTRIBUTION ROAD
WAIMEA, SOUTH KOHALA, ISLAND OF HAWAII

AND

PART III
LALAMILO HOUSING PHASE 2A, INCREMENT 1 AND KAWAIHAE ROAD
IMPROVEMENTS AT SOUTH KOHALA DISTRIBUTION ROAD
WAIMEA, SOUTH KOHALA, ISLAND OF HAWAII

RECAPITULATION

TOTAL – PART I.A. AND II.A. (EXCLUDING GET)

(PART I.A. Items 1 to 113, inclusive; and PART II.A.

Items 1 to 25, inclusive).....\$ _____

TOTAL – PART I.B. AND II.B.

SANDWICH ISLES COMMUNICATION, INC. (SIC) WORK (INCLUDING GET)

(PART II.B. Items 114 to 135, inclusive; and

PART II.B. Items 26 to 27, inclusive)\$ _____

TOTAL – PART III – MISCELLANEOUS (EXCLUDING GET)

(PART III Items 1 to 5, inclusive)\$ _____

TOTAL – AMOUNT FOR COMPARISON OF BIDS

(PARTS I, II and III).....\$ _____

The Bidder agrees that preference for Hawaii products shall be taken into consideration to determine the best offer in accordance to said sections and rules promulgated; however, the award of contract will be in the amount of the offer exclusive of any preferences.

The Bidder will be given the Hawaii Products Preference, including in this specification for evaluation purposes provided that the offer has completed the required information in the Schedule of Acceptable Hawaii Products and Designation of Hawaii Products to be used. If a Bidder has designated use of a Hawaii Product and fails to provide the product, the contract will become void and no payments will be made.

RECYCLED PRODUCTS PREFERENCE

This project allows a 10% price preference for recycled products in accordance with HRS 103D-1005. Offerors are required to complete this section. FAILURE TO COMPLETE THIS SECTION MAY BE SUFFICIENT CAUSE FOR REJECTION OF THIS OFFER.

Only the following products are being considered for the recycled product preference. Please indicate your selection of recycled or non-recycled product by indicating its cost FOB jobsite unloaded in the schedule below, including applicable General Excise and Use Taxes.

<u>Description</u>	<u>Recycled Product Cost</u>	<u>Nonrecycled Product Cost</u>

The Bidder requesting a recycled product preference by the selection above, shall also complete and submit the attached SPO Form 38 "CERTIFICATION OF RECYCLED CONTENT".

The following definitions are applicable to the CERTIFICATION OF RECYCLED CONTENT form:

"Post-consumer recovered material" means any product used by a consumer, including a business that purchases the material, that has served its intended end use, and that has been separated or diverted from the solid waste stream for the purpose of use, reuse, or recycling.

"Product" means materials, manufacturers, supplies, merchandise, goods, wares foodstuffs.

"Recovered material" means waste material and by-products that have been separated, diverted, or removed from the solid waste stream after a manufacturing process for the purpose of use, reuse, or recycling. Recovered material does not include those materials and by-products that are generated and normally reused on-site or within original manufacturing processes (such as mill broke, in the case of paper products).

"Recycled content" means the percentage of a product composed of recovered material, or post-consumer recovered material or both.

"Recycled product" means a product containing recovered material, or post-consumer recovered material or both.

The Bidder agrees that preference for recycled products shall be taken into consideration to determine the best offer in accordance with said Section and the rules promulgated, however, the award of contract will be in the amount of the offer exclusive of any preferences.

CONDITION OF AWARD

It is understood that the responsible and responsive bidder submitting the lowest evaluated bid, taking into account consideration all applicable preferences shall be awarded the contract.

It is understood and agreed that the Department of Hawaiian Home Lands (DHHL) reserves the right to reject any and/or all bids waive any defects when, in the DHHL's opinion, such rejection or waiver will be for the best interest of the State.

The performance and payment bonds, shall be delivered by the contractor to the DHHL at the same time the contract is executed. If the contractor fails to deliver the required performance and payments bonds, the contractor's award shall be cancelled, the contractor shall be subject to a claim by the State for all resulting damages, its bid security shall be enforced, and award of the contract may be made to the next lowest Bidder.

In the event all bids exceed available funds certified by the appropriate fiscal officer, the head of the purchasing agency responsible for the procurement in question is authorized in situations where time or economic considerations preclude resolicitation of work of a reduced scope to negotiate an adjustment of the bid price, including changes in the bid requirements, with the low responsible and responsive bidder, in order to bring the bid within the amount of available funds. It is understood and agreed upon that the head of the purchasing agency may delete a portion or all of any item(s) in the bid at the stated unit or lump sum price as necessary to stay within the available funding. The Bidder is responsible to make an earnest effort to represent the actual cost of each item, including all materials, labor, equipment, overhead and profit in their bid to preclude claims of anticipated profit or loss of profit because of an unbalanced bid.

It is also understood and agreed:

1. That the award of the contract shall be conditioned upon funds being made available for this project and further upon the right of the Department of Hawaiian Home Lands to hold all bids received for a period of sixty (60) days from the date of the opening thereof, unless otherwise required by law, during which time no bid may be withdrawn.
2. The quantities given herewith are approximate only and are subject to increase or decrease, and that the undersigned will perform all quantities of work as either increased or decreased, in accordance with the provisions of the Contract Specifications.
3. The estimated quantities shown for the items for which a UNIT PRICE is asked in this Bid are only for the purpose of comparing on a uniform basis, bids offered for the work under this contract, and the undersigned agrees that he is satisfied with and will at no time, dispute said estimated quantities as a means of claims for anticipated profit or loss of profit, because of a difference between the quantities of the various classes of work done or the materials and equipment installed, and the said estimated quantities.

4. If the product of the UNIT PRICE amount and the number of units does not equal the total amount stated by the undersigned in the Bid for any item, it will be assumed that whichever figure (UNIT PRICE or TOTAL AMOUNT) that results in the lower total amount for the bid represents the Bidder's intention and for the purpose of determining the lowest offer, the bid shall be corrected accordingly. Should the total amount stated be adopted or if the Bidder fails to state a unit price, the UNIT PRICE shall be the amount arrived at by dividing the total amount by the number of units.
5. The liquidated damages in the amount of One Thousand and No/100 Dollars (\$1,000.00) for each and every calendar day in excess thereof prior to completion of the contract shall be withheld from payments due to the Contractor.
6. If the Bid made in this Bid Form is accepted, the successful Bidder must enter into and execute a contract with the Department of Hawaiian Home Lands and furnish a Performance and Payment Bond, as required by law. These bonds shall conform to provisions of Section 103D-324 and 325, Hawaii Revised Statutes and any law applicable hereto.
7. The successful Bidder will provide all necessary labor, materials, tools, equipment and other incidentals necessary to do all the work and furnish all the materials specified in the contract in the manner and time herein prescribed, and according to the requirements of the Engineer a therein set forth.
8. Submitting this Bid, the undersigned is declaring that his firm has not been assisted or represented on this matter by an individual who has, in a State capacity, been involved in the subject matter of this contract in the past two years.
9. This bid, in accordance with Section 3-122-192, Hawaii Administrative Rules, the undersigned is declaring that the price submitted is independently arrived without collusion.
10. In accordance with Section 386-18, Hawaii Revised Statutes, the undersigned will submit a Certification for Safety and Health Programs for bids in excess of \$100,000.00, and certifies that his organization will have a written safety and health plan for this project that will be available and implemented by the Notice to Proceed date of this project. Details of the requirements of this plan may be obtained from the Department of Labor and Industrial Relations, Occupational, Safety and Health Division (HIOSH).
11. Pursuant to HRS Section 103D-310, Hawaii Revised Statutes, the bidder shall comply with the following Chapters of the Hawaii Revised Statutes (HRS):
 - a. Chapter 237, HRS (General Excise Tax);
 - b. Chapter 383 HRS - Unemployment Insurance;
 - c. Chapter 386 - Workers Compensation;
 - d. Chapter 392 - Temporary Disability Insurance;

- e. Chapter 393 - Prepaid Health Care, from the Department of Labor and Industrial Relations, current within six months of issuance date (*Form LIR #27*); and

METHOD OF AWARD

Bidder is required to bid on the entire project. The low bidder shall be determined by the procedures outlined in items 1) through 3) below:

- 1) Prior to opening of bids, the State will determine the amount of funds available for the project. This amount will be designated the "control amount". The control amount shall be announced at, and prior to the opening of bids.
- 2) The Bid of each Offeror will be adjusted to reflect the applicable preferences in accordance with Chapter 103D, HRS.
- 3) The low Bidder shall be the Offeror having the lowest aggregate amount, within the control amount (after application of the various preferences) for the Bid.

It is further understood and agreed that:

- 1) The Chairman reserves the right to reject any and/or all bids and waive any defects when, in his opinion, such rejection or waiver will be in the best interest of the State.
- 2) After determining the low bidder, an award may be made on the amount of the Bid, if:
 - a. it is in the best interest of the State; and.
 - b. Funds are available at time of the awards.
- 3) In the event, the Bid for all Offerors exceeds the control amount, the Chairman reserves the right to negotiate with the lowest responsive Bidder to award a contract within available funds.

OTHER CONDITIONS

- 1) The liquidated damages per working day for failure to complete the work on time have been determined and are noted in the Special Conditions.
- 2) By submitting this bid, the undersigned is declaring that his firm has not been assisted or represented on this matter by an individual who has, in a State capacity, been involved in the subject matter of this contract in the past two years.
- 3) By submitting this bid, the undersigned is declaring that his own organization will perform at least 20% of the total contract work as defined in the Special Conditions.

- 4) Upon the acceptance of the bid by the Chairman, the undersigned must enter into and execute a contract for the same and furnish a Performance and Payment Bond, as required by law. These bonds shall conform to the provisions of Sections 103D-324 and 325, Hawaii Revised Statutes, and any law applicable thereto.
- 5) The quantities given herewith are approximate only and are subject to increase or decrease.
- 6) The estimated quantities shown for items for which a UNIT PRICE is asked in this bid are only for the purpose of comparing on a uniform basis bids offered for the work under this contract. No claim shall be filed for anticipated profit or loss because of any difference between the quantities of the various classes of work done or the materials and equipment actually installed and the said estimated quantities. Payment on UNIT PRICE items will be made only for the actual number of units incorporated into the finished project at the contract UNIT PRICE.
- 7) If the product of the UNIT PRICE BID and the number of units does not equal the total amount stated by the undersigned in the Bid for any item, it will be assumed that the error was made in computing the total amount. For the purpose of determining the lowest Bidder, the stated UNIT PRICE alone will be considered as representing the Bidder's intention and the total amount bid on such items shall be considered to be the amount arrived at by multiplying the UNIT PRICE by the number of units.
- 8) Certification for Safety and Health Programs for Bids in Excess of \$100,000. In accordance with Sections 103D-327 and 396-18, Hawaii Revised Statutes, by submitting this bid, the undersigned certifies that his firm will have a written Safety and Health Plan for this project that will be available and implemented by the Notice to Proceed date of this project. Details of the requirements of this plan may be obtained from the Department of Labor and Industrial Relations, Occupational, Safety and Health Division (HIOSH).
- 9) Anti-Collusion Certification. By submitting this bid, the undersigned is declaring that the price submitted is independently arrived at without collusion.

- 10) Any agreement arising out of this offer is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

Receipt of the following addenda issued by the Department is acknowledged by the date(s) of receipt indicated below:

Addendum No. 1	_____	Addendum No. 5	_____
Addendum No. 2	_____	Addendum No. 6	_____
Addendum No. 3	_____	Addendum No. 7	_____
Addendum No. 4	_____	Addendum No. 8	_____

It is understood that failure to receive any such addendum shall not relieve the Contractor from any obligation under this Bid as submitted.

ALL JOINT CONTRACTORS OR SUBCONTRACTORS TO BE ENGAGED ON THIS PROJECT

The Bidder certifies that the following is a complete listing of all joint Contractors or Subcontractors covered under Chapter 444, Hawaii Revised Statutes, who will be engaged by the Bidder on this project to perform the nature and scope of work indicated pursuant to Section 103D-302, Hawaii Revised Statutes, and understands that failure to comply with this requirement shall be just cause for rejection of the bid.

The Bidder further understands that only those joint Contractors or Subcontractors listed shall be allowed to perform work on this project and that all other work necessary shall be performed by the Bidder with his own employees. If no joint Contractor or Subcontractor is listed, it shall be construed that all of the work shall be performed by the Bidder with his own employees.

The Bidders must be sure that they possess and that the Subcontractors listed in the proposal possess all the necessary licenses needed to perform the work for this project. The bidder shall be solely responsible for assuring that all the specialty licenses required to perform the work are covered in his bid.

The Bidder shall include the license number of the joint Contractors or Subcontractors listed below. Failure to provide the correct names and license numbers as registered with the Contractor's Licensing Board may cause rejection of the bid submitted.

Complete Firm Name of Joint Contractor or Subcontractor for Total Sum Bid	License Number	Nature and Scope of Work to be Performed

(Add additional sheets if necessary)

Enclosed herewith:

1. Surety Bond (*1))
2. Legal Tender (*2))
3. Cashier's Check (*3))
4. Certificate of Deposit (*3)) in the
5. Certified Check (*3)) amount
6. Official Check (*3)) of
7. Share Certificate (*3))
8. Teller's Check (*3))
9. Treasurer's Check (*3))
- (Cross Out Those Not Applicable)

DOLLARS (\$_____)

as required by law.

Respectfully submitted,

Name of Company, Joint Venture or Partnership

License No.

By _____
Signature (*4)

Title: _____

Date: _____

Address: _____

Telephone No.: _____

(IF A CORPORATION, AFFIX CORPORATE SEAL TO SIGNATURE, BE SURE TO FILL IN ATTACHED LIST OF SUBCONTRACTORS. THIS PROPOSAL FORM MAY NOT BE ALTERED AND BIDDERS MAY NOT QUALIFY OR CONDITION THEIR BIDS IN ANY WAY.)

PLEASE FILL OUT THE ATTACHED CERTIFICATE OF RESOLUTION GIVING EVIDENCE OF THE AUTHORITY OF THIS OFFICER TO SUBMIT BIDS ON BEHALF OF THE COMPANY.

NOTES:

- *1. Surety bond underwritten by a company licensed to issue bonds in this State;
- *2. Legal tender; or
- *3. A certificate of deposit; share certificate; or cashier's, treasurer's, teller's, or official check accepted by, and payable on demand to the State by a bank, a savings institution, or credit union insured by the Federal Deposit Insurance Corporation of the National Credit Union Administration.
 - A. These instruments may be utilized only to a maximum of \$100,000.
 - B. If the required security or bond amount totals over \$100,000, more than one instrument not exceeding \$100,000 each and issued by different financial institutions shall be accepted.
- *4. Please attach to this page evidence of the authority of this officer to submit bids on behalf of the Company, and also the names and residence addresses of all officers of the Company.
- *5. Fill in all blank spaces with information asked for or bid may be invalidated.
BID FORM MUST BE INTACT, MISSING PAGES MAY INVALIDATE YOUR BID.

CERTIFICATE OF RESOLUTION

I, _____, Secretary of _____, a Hawaii Corporation, do hereby certify that the following is a full, true and correct copy of a resolution duly adopted by the Board of Directors of said Corporation, at its meeting duly called and held at the office of the Corporation _____, Hawaii, on _____ day of _____, 20_____, at which a quorum was present and acting throughout; and that said resolution has not been modified, amended or rescinded and continues in full force and effect.

“RESOLVED that any individual at the time holding the position of President or Vice President, be, and each of them hereby is, authorized to execute on behalf of the Corporation any bid, proposal or contract for the sale or rental of the products of the Corporation or for the services to be performed by the Corporation and to execute any bond required by any such bid, proposal or contract with the United States Government or the State of Hawaii or the City and County of Honolulu, or any County of Municipal Government of said State, or any department or subdivision of any of them.”

IN WITNESS THEREOF, I have hereunto set my hand and affixed the corporate seal of said _____ this _____ day of _____, 20_____.

Secretary

END OF BID FORM

SAMPLE

STATE OF HAWAII
STANDARD
QUALIFICATION QUESTIONNAIRE
FOR
OFFERORS

issued by the
PROCUREMENT POLICY BOARD
STATE OF HAWAII

June 16, 2003

To be filed with the procurement officer calling for offers
in accordance with Section 103D-310, HRS, as amended.

Submitted By _____

Address _____

Date _____

STANDARD QUALIFICATION QUESTIONNAIRE

COVERING EXPERIENCE, EQUIPMENT AND FINANCIAL STATEMENT OF OFFERORS. THE OFFICER CALLING FOR OFFERS MAY REQUIRE THE OFFEROR TO FURNISH ADDITIONAL INFORMATION NOT SPECIFICALLY COVERED HEREIN. ALL ITEMS MUST BE ANSWERED AND OMISSIONS MAY BE CONSIDERED GOOD CAUSE FOR UNFAVORABLE CONSIDERATION.

GENERAL INFORMATION

1. The statements contained in this Questionnaire are being furnished for consideration in submitting an offer for the following project:

(a) Project Title _____

(b) Location _____

(c) Bid Opening Date _____

2. The Questionnaire is being submitted in behalf of:

(a) Name of Offeror _____

- ☐ A Corporation
☐ A Partnership
☐ An Individual
☐ A Joint-Venture

(b) Address _____

(c) Telephone No. _____

(d) Date Submitted _____

3. If the bid is submitted by a joint venture, composed of two or more individual firms, then each member firm comprising the joint venture must submit all information listed on pages 3 through 16, inclusive, of the Questionnaire and, in addition, answer the following:

(a) Members of joint Venture _____

(b) Date of Joint Venture Agreement _____

(c) Is agreement between members comprising the joint venture joint and several liability? _____

If not, state the terms of agreement in this respect: _____

EXPERIENCE QUESTIONNAIRE

Submitted by _____ ☐ A Corporation
☐ A Partnership
☐ An Individual

Principal Office _____

The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made

1. How many years has your organization been in business as a [General Contractor] under your present business name? _____
2. How many years experience in [construction] _____ has your organization had: (A) as a [General Contractor] _____; (B) as a [Sub-Contractor] _____
3. Show what [construction] projects your organization has completed in the past five (5) years in the following tabulation:

Contract Amt.	Class of Work	When Completed	Name and Address of Owner

4. Have you ever failed to complete any work awarded to you? _____ If so, state when, where and why? _____

5. Has any officer or partner of your organization in the past five (5) years been an officer or partner of some other organization that failed to complete a contract? If so, state name of individual, other organization and reason therefore _____

6. Has any officer or partner of your organization in the past five (5) years failed to complete a contract handled in his own name? _____ If so, state name of individual, name of Owner and reason therefore.

7. In what other lines of business are you financially interested? _____

8. For what corporations or individuals in the past five (5) years have you performed work, and to whom do you refer? _____

9. For what counties within the State of Hawaii have you performed work and to whom do you refer?

10. For what Bureaus or Departments of the State government have you performed work and to whom do you refer?

11. Have you performed work for the U. S. Government? _____ If so, when and to whom do you refer?

12. Have you ever performed any work for any other governmental agencies outside the State of Hawaii? _____ If so, when and to whom do you refer? _____

13. What is the [construction] experience of the principal individuals of your organization?

Individual's Name	Present Position or Office	Years of Work Experience	Magnitude and Type of Work	In What Capacity?

EQUIPMENT QUESTIONNAIRE

Submitted by _____

Principal Office _____

- ☐ A Corporation
☐ A Partnership
☐ An Individual

The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made

1. In what manner have you inspected this proposed work? Explain in detail. _____
2. Explain your plan or layout for performing the proposed work. _____
3. The work, if awarded to you, will have the personal supervision of whom?
4. Do you intend to do the hauling on the proposed work with your own force? _____ If so, give amount and type of equipment to be used.
5. If you intend to sublet the hauling or perform it through an agent, state amount of sub-contract or agent's contract, and, if known, the name and address of sub-contractor or agent, amount and type of his equipment and financial responsibility _____
6. Do you intend to do grading on the proposed work with your own forces? _____ If so, give type of equipment to be used _____

7. If you intend to sublet the grading or perform it through an agent, state amount of sub-contract or agent's contract, and, if known, the name and address of sub-contractor or agent, amount and type of his equipment and financial responsibility _____

8. Do you intend to sublet any other portions of the work? _____ If so, state -amount of sub-contract, and, if known, the name and address of the sub-contractor, amount and type of his equipment and financial responsibility _____

9. From which sub-contractors or agents do you expect to require a bond? _____

10. What equipment do you own that is available for the proposed work?

Quantity	Item	Description, Size, Capacity, Etc.	Condition	Years of Service	Present Location

11. What equipment do you intend to purchase for use on the proposed work, should the contract be awarded to you?

Quantity	Item	Description, Size, Capacity, Etc.	Approximate Cost

12. How and when will you pay for the equipment to be purchased? _____

13. Do you propose to rent any equipment for this work? _____ If so, state type, quantity
 and reasons for renting _____

FINANCIAL STATEMENT

Submitted by _____

- ☐ A Corporation
☐ A Partnership
☐ An Individual

Principal Office _____

The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made

BALANCE SHEET

As of _____, 20____

Assets

Current assets:

Cash and cash equivalents (1)	\$ _____
Short-term investments (2)	_____
Accounts receivable, net (3)	_____
Inventories (4)	_____
Costs and estimated earnings in excess of billings on uncompleted contracts (5)	_____
Prepaid expenses and other (6)	_____
Sub-Total Current Assets	_____

Property and equipment:

Land (7)	_____
Buildings (8)	_____
Vehicles, machinery and equipment (9)	_____
Furniture and fixtures (10)	_____
Less accumulated depreciation	(_____)
Sub-Total Net Property and Equipment	_____

Other assets:

Cash surrender value of life insurance policies (11)	_____
Deposits and other (12)	_____
Sub-Total Other Assets	_____

Total Assets: \$ _____

BALANCE SHEET (Continued)

Liabilities and Stockholder's Equity

Current liabilities:

Current portion of long-term debt (1)	\$ _____
Accounts payable (2)	_____
Billings in excess of costs and estimated earnings on uncompleted contracts (3)	_____
Accrued liabilities and other (4)	_____
Sub-Total Current Liabilities	_____

Long-term debt, net of current portion (5)	_____
--	-------

Sub-Total Liabilities & Long-term Debt:	\$ _____
---	----------

Stockholder's equity:

Capital stock (6)	_____
Additional paid-in capital (7)	_____
Retained earnings	_____
Treasury stock (8)	(_____)
Sub-Total Stockholder's Equity	\$ _____

Total Liabilities and Stockholder's Equity	\$ _____
--	----------

DETAILS RELATIVE TO ASSETS

(1) Cash and cash equivalents:

<u>Financial Institution</u>	<u>Type of Account</u>	<u>Amount</u>
		\$ _____

		\$ _____

(2) Short-term investments:

<u>Type of Security</u>	<u>Cost</u>	<u>Unrealized Gains</u>	<u>Unrealized Losses</u>	<u>Estimated Fair Value</u>
	\$ _____	\$ _____	\$ _____	\$ _____
	_____	_____	_____	_____
	_____	_____	_____	_____
	\$ _____	\$ _____	\$ _____	\$ _____

(3) Accounts receivable (list major debtors):

Completed contracts

<u>Name</u>	<u>Description</u>	<u>Completion Date</u>	<u>Contract Amount</u>	<u>Amount Receivable</u>
		\$ _____	\$ _____	\$ _____
		_____	_____	_____
		_____	_____	_____
		\$ _____	\$ _____	\$ _____

Other than completed contracts

<u>Name</u>	<u>Description</u>	<u>Due Date</u>	<u>Amount Receivable</u>
Less allowance for doubtful accounts			(_____)
			\$ _____

(4) Inventories

<u>Description</u>	<u>Cost</u>	<u>Market Value</u>	<u>Lower of Cost or Market Value</u>
	\$ _____	\$ _____	\$ _____
	_____	_____	_____
	_____	_____	_____
	\$ _____	\$ _____	\$ _____

DETAILS RELATIVE TO ASSETS (Continued)

(5) Costs and estimated earnings in excess of billings on uncompleted contracts

<u>Name</u>	<u>Description</u>	<u>Completion Date</u>	<u>Contract Amount</u>	<u>Costs and Estimated Earnings to Date</u>	<u>Billings to Date</u>	<u>Costs and Estimated Earnings in Excess of Billings</u>
		\$	\$	\$	\$	
			\$	\$	\$	\$

(6) Prepaid expenses and other

<u>Description</u>	<u>Amount</u>
	\$
	\$

(7) Land

<u>Description</u>	<u>Location</u>	<u>Amount</u>
		\$
		\$

(8) Buildings

<u>Description</u>	<u>Location</u>	<u>Amount</u>
		\$
		\$

(9) Vehicles, machinery and equipment

<u>Description</u>	<u>Amount</u>
	\$
	\$

(10) Furniture and fixtures

<u>Description</u>	<u>Amount</u>
	\$
	\$

DETAILS RELATIVE TO ASSETS (Continued)

(11) Cash surrender value of life insurance policies

<u>Key Employee</u>	<u>Insurance Company</u>	<u>Policy Amount</u>	<u>Paid-Up Additional Insurance</u>	<u>CSV Amount</u>
_____	_____	\$ _____	\$ _____	\$ _____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
Less loans payable		_____	_____	(_____)
		\$ _____	\$ _____	\$ _____

(12) Deposits and other

<u>Description</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____
	\$ _____

DETAILS RELATIVE TO LIABILITIES AND STOCKHOLDER'S EQUITY

(1) Current portion of long-term debt (maturing within 12 months)

<u>Lender</u>	<u>Description</u>	<u>Security Pledged</u>	<u>Due Date</u>	<u>Amount</u>
				\$ _____

				\$ _____

(2) Accounts payable (list major creditors)

<u>Name</u>	<u>Past Due Amount</u>	<u>Amount</u>
	\$ _____	\$ _____
	_____	_____
	_____	_____
	\$ _____	\$ _____

(3) Billings in excess of costs and estimated earnings on uncompleted contracts

<u>Name</u>	<u>Description</u>	<u>Completion Date</u>	<u>Contract Amount</u>	<u>Costs and Estimated Earnings to Date</u>	<u>Billings to Date</u>	<u>Billings in excess of costs and Estimated Earnings</u>
			\$ _____	\$ _____	\$ _____	\$ _____
			_____	_____	_____	_____
			_____	_____	_____	_____
			\$ _____	\$ _____	\$ _____	\$ _____

(4) Accrued liabilities and other

<u>Description</u>	<u>Amount</u>
	\$ _____

	\$ _____

(5) Long-term debt, net of current portion

<u>Lender</u>	<u>Description</u>	<u>Security Pledged</u>	<u>Due Date</u>	<u>Amount</u>
				\$ _____

				\$ _____

DETAILS RELATIVE TO LIABILITIES AND STOCKHOLDER'S EQUITY (Continued)

(6) Capital stock

<u>Type of Stock</u>	<u>Class</u>	<u>No. of Shares Authorized</u>	<u>No. of Shares Issued and Outstanding</u>	<u>Par Value</u>	<u>Amount</u>
				\$	\$
					\$

(7) Additional paid-in capital

<u>Description</u>	<u>Amount</u>
	\$
	\$

(8) Treasury stock

<u>Type of Stock</u>	<u>Class</u>	<u>No. of Shares</u>	<u>Cost</u>
			\$
			\$

STATEMENTS OF INCOME AND RETAINED EARNINGS

For the Years Ended _____, 20____ and 20____

	20____	20____
	_____	_____
Contract revenues	\$ _____	\$ _____
Costs of contracts	_____	_____
Gross income from contracts		
General and administrative expenses	_____	_____
Income from operations		
Other income (expense)	_____	_____
Income before income taxes		
Income taxes	_____	_____
Net income		
Retained earnings, beginning of the year	_____	_____
Retained earnings, end of the year	\$ _____	\$ _____

If a corporation, answer this: Capital paid in cash, \$ _____ When Incorporated _____ In what State _____ Date registered in Hawaii _____ President's name _____ Vice-President's name _____ Secretary's name _____ Treasurer's name _____	If a partnership, answer this: Date of organization _____ Date registered in Hawaii _____ State whether partnership is general or limited _____ <div style="border-top: 1px solid black; height: 10px; margin-top: 5px;"></div> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%; text-align: left; padding: 5px;">Name and address of partners:</th> <th style="width: 20%; text-align: center; padding: 5px;">Age</th> </tr> <tr><td style="height: 20px;"> </td><td style="text-align: center;"> </td></tr> <tr><td style="height: 20px;"> </td><td style="text-align: center;"> </td></tr> <tr><td style="height: 20px;"> </td><td style="text-align: center;"> </td></tr> <tr><td style="height: 20px;"> </td><td style="text-align: center;"> </td></tr> <tr><td style="height: 20px;"> </td><td style="text-align: center;"> </td></tr> </table>	Name and address of partners:	Age										
Name and address of partners:	Age												

The undersigned hereby declares: that the foregoing is a true statement of the financial condition of the individual, partnership or corporation herein first named, as of the date herein first given; that this statement is for the express purpose of inducing the party to whom it is submitted to award the offeror a contract; and that any depository, vendor or other agency herein named is hereby authorized to supply such party with any information necessary to verify this statement.

NOTE: A partnership must give firm name and signatures of all partners. A corporation must give full corporate name, signature of official, and affix corporate seal.

Affidavit for Individual

STATE OF HAWAII

COUNTY OF _____

_____ being duly sworn, deposes and says that the foregoing financial statement, taken from his books, is a true and accurate statement of his financial condition as of the date thereof and that the answers to the foregoing interrogatories are true.

Sworn to before me this _____ day of _____ 20____

_____ (Applicant must also sign here)

 Notary Public

Affidavit for Partnership

STATE OF HAWAII

COUNTY OF _____

_____ being duly sworn, deposes and says that he is a member of the firm of _____; and that he is familiar with the books of the said firm showing its financial condition; that the foregoing financial statement, taken from the books of the said firm, is a true and accurate statement of the financial condition of the said firm as of the date thereof and that the answers to the foregoing interrogatories are true.

Sworn to before me this _____ day of _____ 20____

_____ (Members of firm must also sign here)

 Notary Public

Affidavit for Corporation

STATE OF HAWAII

COUNTY OF _____

_____ being duly sworn, deposes and says that he is _____ of the _____, the corporation described in and which executed the foregoing statement; that he is familiar with the books of the said corporation showing its financial condition; that the foregoing financial statement, taken from the books of the said corporation, is a true and accurate statement of the financial condition of said corporation as of the date thereof and that the answers to the foregoing interrogatories are true.

Sworn to before me this _____ day of _____ 20____

_____ (Officer must also sign here)

 Notary Public

STATE OF HAWAII — DEPARTMENT OF TAXATION
TAX CLEARANCE APPLICATION

PLEASE TYPE OR PRINT CLEARLY
Form A-6 can be filed electronically. See Instructions.

1. APPLICANT INFORMATION: (PLEASE PRINT CLEARLY)

Applicant's Name _____

Address _____

City/State/Postal/Zip Code _____

DBA/Trade Name _____

2. TAX IDENTIFICATION NUMBER:

HAWAII TAX ID # **W** _____ - _____

FEDERAL EMPLOYER ID # _____ - _____
(FEIN)

SOCIAL SECURITY # (SSN) _____ - _____

3. APPLICANT IS A/AN: (MUST CHECK ONE BOX)

- | | | |
|---|--|--|
| <input type="checkbox"/> CORPORATION | <input type="checkbox"/> S CORPORATION | <input type="checkbox"/> TAX EXEMPT ORGANIZATION |
| <input type="checkbox"/> INDIVIDUAL | <input type="checkbox"/> PARTNERSHIP | <input type="checkbox"/> ESTATE <input type="checkbox"/> TRUST |
| <input type="checkbox"/> LIMITED LIABILITY COMPANY | <input type="checkbox"/> LIMITED LIABILITY PARTNERSHIP | |
| <input type="checkbox"/> Single Member LLC disregarded as separate from owner; enter owner's FEIN/SSN _____ | | |
| <input type="checkbox"/> Subsidiary Corporation; enter parent corporation's name and FEIN _____ | | |

4. THE TAX CLEARANCE IS REQUIRED FOR: (MUST CHECK AT LEAST ONE BOX)

- | | |
|---|---|
| <input type="checkbox"/> CITY, COUNTY, OR STATE GOVERNMENT CONTRACT IN HAWAII * | <input type="checkbox"/> LIQUOR LICENSE * |
| <input type="checkbox"/> REAL ESTATE LICENSE | <input type="checkbox"/> CONTRACTOR LICENSE |
| <input type="checkbox"/> FINANCIAL CLOSING | <input type="checkbox"/> BULK SALES** |
| <input type="checkbox"/> HAWAII STATE RESIDENCY | <input type="checkbox"/> PROGRESS PAYMENT |
| <input type="checkbox"/> SUBCONTRACT | <input type="checkbox"/> FEDERAL CONTRACT |
| | <input type="checkbox"/> PERSONAL |
| | <input type="checkbox"/> LOAN |
| | <input type="checkbox"/> OTHER _____ |

* IRS APPROVAL STAMP IS ONLY REQUIRED FOR PURPOSES INDICATED BY AN ASTERISK.

** ATTACH FORM G-8A, REPORT OF BULK SALE OR TRANSFER

5. NO. OF CERTIFIED COPIES REQUESTED:

6. SIGNATURE:

SIGNATURE

DATE

() -
TELEPHONE

() -
FAX

PRINT NAME

PRINT TITLE: Corporate Officer, General Partner or Member, Individual (Sole Proprietor), Trustee, Executor

FOR OFFICE USE ONLY

BUSINESS START DATE IN HAWAII

IF APPLICABLE

/ /

HAWAII RETURNS FILED

IF APPLICABLE

20____ 20____ 20____

STATE APPROVAL STAMP
(Not valid unless stamped)

*IRS APPROVAL STAMP

CERTIFIED COPY STAMP

POWER OF ATTORNEY. If submitted by someone other than a Corporate Officer, General Partner or Member, Individual (Sole Proprietor), Trustee, or Executor, a power of attorney (State of Hawaii, Department of Taxation, Form N-848) must be submitted with this application. **If a Tax Clearance is required from the Internal Revenue Service, IRS Form 8821, or IRS Form 2848 is also required.** Applications submitted without proper authorization will be sent to the address of record with the taxing authority. UNSIGNED APPLICATIONS WILL NOT BE PROCESSED.

PLEASE TYPE OR PRINT CLEARLY — THE FRONT PAGE OF THIS APPLICATION BECOMES THE CERTIFICATE UPON APPROVAL.

SEE PAGE 2 ON REVERSE & SEPARATE INSTRUCTIONS. Failure to provide required information on page 2 of this application or as required in the separate instructions to this application will result in a denial of the Tax Clearance request.

7. **CITY, COUNTY, OR STATE GOVERNMENT CONTRACT:** ☐ Bid/Entering Into or Ongoing Contract ☐ Completion/Final Payment
For completion/final payment of contract, provide the name, agency, and telephone number of the contact person at the State or County Agency.
Name: _____ Agency: _____ Telephone Number: _____

8. **LIQUOR LICENSING:** ☐ Initial ☐ Renewal ☐ Transfer-Seller ☐ Transfer-Buyer ☐ Special Event

9. **CONTRACTOR LICENSING:** ☐ Initial ☐ Renewal

10. **STATE RESIDENCY:** DATE APPLICANT ARRIVED OR RETURNED TO HAWAII _____

11. **ACCOUNTING PERIOD:** ☐ Calendar year ☐ Fiscal year ending _____
(MM/DD)

12. **TAX EXEMPT ORGANIZATION:**

A) Provide the Internal Revenue Code Section that applies to your exemption (e.g., 501(c)(3)). _____

B) Does your organization file:

- ☐ Federal Form 990, Return of Organization Exempt from Income Tax,
☐ Federal Form 990-T, Exempt Organization Business Income Tax Return, or
☐ None of the above.

13. **INDIVIDUAL:** Spouse's Name _____ SSN _____

14. **IF YOU DO NOT HAVE A GENERAL EXCISE TAX LICENSE AND REQUIRE A TAX CLEARANCE FOR A GOVERNMENT CONTRACT:**

A) Description of your firm's business _____

B) Has your firm had any business income in Hawaii? ☐ YES ☐ NO

C) Has your firm had an office, inventory, property, employees, or other representatives in the State of Hawaii? ☐ YES ☐ NO

D) Has your firm provided any services within the State of Hawaii (e.g., servicing computers, training sessions, etc.)? ☐ YES ☐ NO

Note: If you answer "Yes" to any of the above questions, you are required to apply for a general excise tax license.

15. **FILING THE APPLICATION FOR TAX CLEARANCE:**

The completed application may be mailed, faxed, or submitted in person to the Department of Taxation, Taxpayer Services Branch. Applications which require an Internal Revenue Service Tax Clearance will be forwarded to the Internal Revenue Service after processing is completed by the Department of Taxation. Allow up to **10 to 15 business days** for processing between the Department of Taxation and the Internal Revenue Service.

State Dept. of Taxation
TAXPAYER SERVICES BRANCH
P.O. BOX 259
HONOLULU, HI 96809-0259
TELEPHONE NO.: 808-587-4242
TOLL FREE: 1-800-222-3229
FAX NO.: 808-587-1488
or
830 PUNCHBOWL STREET, RM 124
HONOLULU, HI 96813-5094

Internal Revenue Service
WAGE & INVESTMENT DIVISION
-TC M/S H214
FIELD ASSISTANCE GROUP 562
300 ALA MOANA BLVD., #50089
HONOLULU, HI 96850
TELEPHONE NO.: 808-566-2748
FAX NO.: 808-524-5950
or
TAXPAYER ASSISTANCE CENTER
HONOLULU:
300 ALA MOANA BLVD., RM 1-128

Applications are available at Department of Taxation and IRS offices in Hawaii, and may also be requested by calling the Department of Taxation on Oahu at 808-587-4242 or toll-free at 1-800-222-3229. The Tax Clearance Application, Form A-6, can be downloaded from the Department of Taxation's website (www.hawaii.gov/tax).

-----FOR OFFICE USE ONLY-----

TYPE OF TAX	TAX RETURNS FILED STATUS	Clerk's Initials	ITEMS RECEIVED
INCOME			
GENERAL EXCISE/USE/ COUNTY SURCHARGE TAX			
HAWAII WITHHOLDING			
TRANSIENT ACCOMMODATIONS			
RENTAL MOTOR/TOUR VEHICLE			
UNEMPLOYMENT INSURANCE			
OTHER TAXES			



STATE OF HAWAII
DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS
**INSTRUCTION SHEET FOR FORM LIR#27 APPLICATION FOR
CERTIFICATE OF COMPLIANCE WITH SECTION 3-122-112, HAR**

Purpose

The State and County Government Purchasing Offices require vendors to submit a completed copy of this certificate. **Page 1 of this application becomes the Certificate of Approval.** Facsimiles and copies of this approval form are proof of compliance. This certificate applies to the Hawaii Unemployment Insurance, Workers' Compensation, Temporary Disability Insurance, and Prepaid Health Care programs.

Applications are available at the addresses below and can be downloaded from the Department of Labor and Industrial Relations' (DLIR) web site (www.hawaii.gov/labor). **From the DLIR web site, Form LIR#27 is listed under the Unemployment Insurance Division and Disability Compensation Division.**

DO NOT SUBMIT THIS PAGE

Approved, Not Applicable, or Pending certificates are valid for 6 months.

Date submitted to the DLIR _____ (for your use)
Allow up to a total of seven (7) business days for processing.

**FILING INSTRUCTIONS FOR THE
APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH SECTION 3-122-112, HAR
Form LIR#27 (Rev. 10/05)**

SUBMIT (mail, fax, or deliver) completed application only to the Department of Labor and Industrial Relations, **Unemployment Insurance Division***.

*Unemployment Insurance Division
830 Punchbowl Street, Room 437
Honolulu, Hawaii 96813
Ph: (808) 586-8926
Fax: (808) 586-8929

INQUIRIES regarding the status of an application submitted seven (7) business days earlier should be directed to the **Disability Compensation Division**** (Workers' Compensation, Temporary Disability Insurance, and Prepaid Health programs).

**Disability Compensation Division
830 Punchbowl Street, Room 209
Honolulu, Hawaii 96813
Ph: (808) 586-9200
Fax: (808) 586-9206

The **Approved, Not Applicable, or Pending** certificate of approval will be faxed to the applicant by the Disability Compensation Division. **Non-compliant** applicants will receive Form LIR#27A instructing the applicant to contact the appropriate program(s).

Visit our Website at www.hawaii.gov/labor for ALL interactive and downloadable forms.



STATE OF HAWAII
DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS
**FORM LIR#27 APPLICATION FOR
CERTIFICATE OF COMPLIANCE WITH SECTION 3-122-112, HAR**

1. APPLICANT INFORMATION: (Please Type or Print Clearly)

*Applicant's Business Name			
Address	City	State	Zip Code
DBA/Trade Name			

* Business name must be the same name submitted with the applicant's bid or proposal.

2. IDENTIFICATION NUMBER(S): (Complete Applicable ID Numbers)

State Department of Labor Unemployment Insurance ID#	Federal Employer ID# (FEIN)
	-

3. EMPLOYERS: If you have a State Department of Labor Unemployment Insurance ID#, please skip question 3 only:

Do you currently have employee(s) working in the State of Hawaii? <input type="checkbox"/> Yes <input type="checkbox"/> No	Do you plan to have employee(s) work in the State of Hawaii? <input type="checkbox"/> Yes <input type="checkbox"/> No
---	--

SEE INSTRUCTION SHEET FOR FILING INSTRUCTIONS. Failure to provide above required information on this application will result in a denial of this request. Unsigned applications will not be processed.

4. SIGNATURE:

Signature	Date	Telephone No. ()	Fax No. ()
Print Name		PRINT TITLE: Corporate Officer, General Partner or Member, Individual (Sole Proprietor), Trustee, Executor	
Email Address			

NOTE: If this application is stamped "PENDING", another LIR#27 must be submitted when employees are performing services in the State to determine compliance with the State of Hawaii labor laws. Approval constitutes a certificate of compliance with labor laws based on information available to the Department as of the approval date.

THIS APPLICATION BECOMES THE CERTIFICATE UPON APPROVAL.

Facsimiles and copies of this approval form are proof of compliance.

FOR OFFICE USE ONLY		Department of Labor and Industrial Relations Approval Stamp
DLIR Log No.	Date Received	

This certificate is valid for **SIX (6) MONTHS** from the approval date.

Corporate Resolution Form

CORPORATE RESOLUTION
(Name of Corporation - Use Letterhead)

I, _____, Secretary of _____
Corporation, a _____ corporation, do hereby certify that the following is a full,
true and correct copy of a resolution duly adopted by the Board of Directors of said Corporation,
at its meeting duly called and held at the office of the Corporation located at
_____,
(address)

on the _____ day of _____, 20____, at which a quorum was present
and acting throughout; and that said resolution has not been modified, amended or rescinded and
continues in full force and effect:

"RESOLVED that any individual at the time holding the position of
President or Vice President, be, and each of them hereby is, authorized to
execute on behalf of the Corporation any bid, proposal or contract for the
sale or rental of the products of the Corporation or for services to be
performed by the Corporation and to execute any bond required by any
such bid proposal or contract with the United States Government or the
State of Hawaii or the City and County of Honolulu, or any County or
Municipal Government of said State, or any department or subdivision of
any of them."

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of
said _____ Corporation this _____ day of
_____, 20_____.

Secretary

(Names and Addresses of:)
President
Vice President
Secretary



**STATE OF HAWAII
STATE PROCUREMENT OFFICE**

CERTIFICATION FOR HAWAII PRODUCT PREFERENCE

1. Legal Name of the company whose product is mined, excavated, produced, manufactured, raised or grown in the state of Hawaii

Requester: _____

2. dba: _____

3. Hawaii General Excise Tax Number: _____

4. Address

5. Email Address

6. Contact Person

7. Phone

Submit one (1) form for each product.

8. Specify and provide details of the product for which preference is claimed (ie: Milk, white, 2% low fat, 1 gallon, four (4) to a case etc.):

9. Quality Standards met by product (ie. California Milk Standards, ASTM/AHSTO, USDA, etc.) :

10. Product available on: ☐ Oahu ☐ Maui ☐ Hawaii ☐ Lanai ☐ Kauai ☐ Molokai

11. Product is certified an agricultural, aquacultural, horticultural, silvicultural, floricultural, or livestock product raised, grown, or harvested in the state of Hawaii.

☐ Yes or ☐ No

12 Definition: "Hawaii Input" is the part of the product cost attributable to production, manufacturing, or other expenses arising within the state of Hawaii.

Fill in every line in column s A, B, & C

A

Hawaii Input

B

Non- Hawaii input

C

Total A + B

a Cost to mine, excavate, produce, manufacture, raise, or grow the materials in the state of Hawaii.

\$_____ per unit

\$_____ per unit

\$_____ per unit

b The added value of that portion of the cost of imported materials incurred after landing in the state of Hawaii, including but not limited to other articles, materials, and supplies, added to the imported materials.

\$_____ per unit

\$_____ per unit

\$_____ per unit

c Cost of labor, variable overhead, utilities, and services, incurred in the production and manufacturing of materials or products in the state of Hawaii

\$_____ per unit

\$_____ per unit

\$_____ per unit

d Fixed overhead cost and amortization or depreciation cost, if any, for buildings, tools, and equipment situated and located in the state of Hawaii used in the production or manufacturing of a product.

\$_____ per unit

\$_____ per unit

\$_____ per unit

e **Totals**

\$_____ per unit

\$_____ per unit

\$_____ per unit

(Add Column A)

(Add Column B)

(Add Column C)

13. Percent of Hawaii Input _____ % (12e. Column A Total ÷ Column C Total)

14. Failure to adequately verify, deliver, or supply Hawaii products. A procurement officer who has awarded a contract finds the contractor has failed to comply with HRS §103D-1002, Hawaii products, the contract shall be cancelled and the findings shall be referred for debarment or suspension proceedings under HRS §103D-702. Any purchase made or any contract awarded or executed in violation of this section shall be void and no payment shall be made by any purchasing agency. If debarred, the person or company shall be prohibited from bidding on any state or county government solicitations for up to three (3) years.

Should the procurement officer receiving a protest challenging the validity of the classification of a Hawaii product request an audit of the information of the proper classification of the product as defined under HRS §103D-1002, the cost of the audit shall be paid for by the requester.

In the event of any change that materially alters the offeror's ability to supply the certified Hawaii products, the offeror shall notify in writing the procurement officer within five (5) working days of knowing of the change and the parties shall enter into discussions for the purposes of revising the contract or terminating the contract for convenience.

Information submitted is CONFIDENTIAL or PROPRIETARY DATA, and the procurement officer shall not disclose this form, pursuant to HRS §92F-13(3) on government records; exception's to general rule.

I certify, under penalties set forth in HRS §103D-1002, on Hawaii products, that the information provided herein has been examined by me and to the best of my knowledge and belief is true, correct, complete, and made in good faith pursuant to HRS §103D-101.

Signature of Authorized Representative: _____

Date: _____

Print Name of Authorized Representative: _____

Title: _____

GOVERNMENT USE ONLY

☐ APPROVED ☐ DISAPPROVED

Procurement Officer Signature

Government Agency

Print Name

Date

EXHIBIT A

SURETY [BID] [PROPOSAL] BOND
(11/17/98)

Bond No. _____

KNOW TO ALL BY THESE PRESENTS:

That we, _____,
(full name or legal title of Offeror)
as Offeror, hereinafter called Principal, and _____,
(name of bonding company)
as Surety, hereinafter called Surety, a corporation authorized to transact business as a Surety in
the State of Hawaii, are held and firmly bound unto, _____,
(State/county entity)
as Owner, hereinafter called Owner, in the penal sum of _____
(required amount of bid security)
_____ DOLLARS (\$ _____),
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 _____
(project by number and brief description)
_____.

NOW, THEREFORE:

The condition of this obligation is such that if the Owner shall reject said offer, or in the
alternate, accept the offer of the Principal and the Principal shall enter into a Contract with the
Owner 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 _____.

(Seal)

Name of Principal (Offeror)

Signature

Title

(Seal)

Name of Surety

Signature

Title

EXHIBIT B

PERFORMANCE BOND (SURETY)
(6/21/07)

KNOW TO ALL BY THESE PRESENTS:

That _____,
(Full Legal Name and Street Address of Contractor)

as Contractor, hereinafter called Principal, and _____

(Name and Street Address of Bonding Company)

as Surety, hereinafter called Surety, a corporation(s) authorized to transact business as a
surety in the State of Hawaii, are held and firmly bound unto the _____
(State/County Entity)

its successors and assigns, hereinafter called 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 signed a Contract with Obligee on

_____, for the following project: _____

hereinafter called 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 and faithfully perform, and fully complete the Contract 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 additions 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 Obligor to the Surety and the Principal and subject to the limitation of the penal sum of this bond, Surety shall remedy the Default, or take over the work to be performed under the Contract and complete such work, or pay moneys to the Obligor in satisfaction of the surety's performance obligation on this bond.

Signed this _____ day of _____, _____.

(Seal)

Name of Principal (Contractor)

*

Signature

Title

(Seal)

Name of Surety

*

Signature

Title

*ALL SIGNATURES MUST BE ACKNOWLEDGED
BY A NOTARY PUBLIC.

EXHIBIT C

PERFORMANCE BOND

(11/17/98)

KNOW TO ALL BY THESE PRESENTS:

That we, _____,
(full legal name and street address of Contractor)
as Contractor, hereinafter called Contractor, is held and firmly bound unto the _____
(State/County entity)
_____, its successors and assigns, as Obligee, hereinafter
called Obligee, in the amount of _____
(Dollar amount of contract) DOLLARS
(\$ _____), lawful money of the United States of America, for the payment of
which to the said Obligee, well and truly to be made, Contractor binds itself, its heirs, executors,
administrators, successors and assigns, firmly by these presents. Said amount is evidenced by:

- ☐ Legal tender;
- ☐ Share Certificate unconditionally assigned to or made payable at sight to _____
Description _____;
- ☐ Certificate of Deposit, No. _____, dated _____, issued by _____,
drawn on _____,
a bank, savings institution or credit union insured by the Federal Deposit
Insurance Corporation or the National Credit Union Administration, payable at
sight or unconditionally assigned to _____;
- ☐ Cashier's Check No. _____, dated _____, issued by _____,
drawn on _____,
a bank, savings institution or credit union insured by the Federal Deposit
Insurance Corporation or the National Credit Union Administration, payable at
sight or unconditionally assigned to _____;
- ☐ Teller's Check No. _____, dated _____, issued by _____,
drawn on _____,
a bank, savings institution or credit union insured by the Federal Deposit
Insurance Corporation or the National Credit Union Administration, payable at
sight or unconditionally assigned to _____;

- ☐ Treasurer's Check No. _____, dated _____, issued by _____,
drawn on _____,
a bank, savings institution or credit union insured by the Federal Deposit
Insurance Corporation or the National Credit Union Administration, payable at
sight or unconditionally assigned to _____;
- ☐ Official Check No. _____, dated _____, issued by _____,
drawn on _____,
a bank, savings institution or credit union insured by the Federal Deposit
Insurance Corporation or the National Credit Union Administration, payable at
sight or unconditionally assigned to _____;
- ☐ Certified Check No. _____, dated _____, accepted
by a bank, savings institution or credit union insured by the Federal Deposit
Insurance Corporation or the National Credit Union Administration, payable at
sight or unconditionally assigned to _____;

WHEREAS:

The Contractor has by written agreement dated _____ entered into a
contract with Obligee for the following Project: _____

hereinafter called Contract, which Contract is incorporated herein by reference and made a part
hereof.

NOW, THEREFORE,

The condition of this obligation is such that, if Contractor shall promptly and faithfully
perform the Contract in accordance with, in all respects, the stipulations, agreements,
covenants and conditions of the Contract as it now exists or may be modified according to its
terms, and shall deliver the Project to the Obligee, or to its successors or assigns, fully
completed as in the Contract specified and free from all liens and claims and without further
cost, expense or charge to the Obligee, its officers, agents, successors or assigns, free and
harmless from all suits or actions of every nature and kind which may be brought for or on
account of any injury or damage, direct or indirect, arising or growing out of the doing of said
work or the repair or maintenance thereof or the manner of doing the same or the neglect of the
Contractor or its agents or servants or the improper performance of the Contract by the
Contractor or its agents or servants or from any other cause, then this obligation shall be void;
otherwise it shall be and remain in full force and effect.

AND IT IS HEREBY STIPULATED AND AGREED that suit on this bond may be
brought before a court of competent jurisdiction without a jury, and that the sum or sums
specified in the said Contract as liquidated damages, if any, shall be forfeited to the Obligee, its
successors or assigns, in the event of a breach of any, or all, or any part of, the covenants,
agreements, conditions, or stipulations contained in the Contract or in this bond in accordance
with the terms thereof.

The amount of this bond may be reduced by and to the extent of any payment or payments made in good faith hereunder.

Signed this _____ day of _____, _____.

(Seal)

Name of Contractor

*

Signature

Title

*ALL SIGNATURES MUST BE ACKNOWLEDGED
BY A NOTARY PUBLIC.

EXHIBIT D

LABOR AND MATERIAL PAYMENT BOND (SURETY)
(6/21/07)

KNOW TO ALL BY THESE PRESENTS:

That _____
(Full Legal Name and Street Address of Contractor)

as Contractor, hereinafter called Principal, and _____
(Name and Street Address of Bonding Company)

as Surety, hereinafter called Surety, a corporation(s) authorized to transact business as a surety in the State of Hawaii, are held and firmly bound unto the _____
(State/County Entity)
its successors and assigns, hereinafter called 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 signed a Contract with Obligee on _____
_____ for the following project: _____

hereinafter called 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 the 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 additions 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.

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.

Every Claimant who has not been paid amounts due for labor and materials furnished for work provided in the Contract may institute an action against the Principal and its Surety on this bond at the time and in the manner prescribed in Section 103D-324, Hawaii Revised Statutes, and have the rights and claims adjudicated in the action, and judgment rendered thereon; subject to the Obligee's priority on this bond. If the full amount of the liability of the Surety on this bond is insufficient to pay the full amount of the claims, then after paying the full amount due the Obligee, the remainder shall be distributed pro rata among the claimants.

Signed this _____ day of _____, _____.

(Seal)

Name of Principal (Contractor)

*

Signature

Title

(Seal)

Name of Surety

*

Signature

Title

*ALL SIGNATURES MUST BE ACKNOWLEDGED
BY A NOTARY PUBLIC.

EXHIBIT E

LABOR AND MATERIAL PAYMENT BOND

(11/17/98)

KNOW TO ALL BY THESE PRESENTS:

That we, _____,
(full legal name and street address of Contractor)
as Contractor, hereinafter called Contractor, is held and firmly bound unto the _____
(State/County entity)
_____, its successors and assigns, as Obligee, hereinafter
called Obligee, in the amount of _____ DOLLARS
(Dollar amount of contract)

(\$ _____), lawful money of the United States of America, for the payment of
which to the said Obligee, well and truly to be made, Contractor binds itself, its heirs, executors,
administrators, successors and assigns, firmly by these presents. Said amount is evidenced by:

- ☐ Legal tender;
- ☐ Share Certificate unconditionally assigned to or made payable at sight to _____
Description _____;
- ☐ Certificate of Deposit, No. _____, dated _____, issued by _____,
drawn on _____,
a bank, savings institution or credit union insured by the Federal Deposit
Insurance Corporation or the National Credit Union Administration, payable at
sight or unconditionally assigned to _____;
- ☐ Cashier's Check No. _____, dated _____, issued by _____,
drawn on _____,
a bank, savings institution or credit union insured by the Federal Deposit
Insurance Corporation or the National Credit Union Administration, payable at
sight or unconditionally assigned to _____;
- ☐ Teller's Check No. _____, dated _____, issued by _____,
drawn on _____,
a bank, savings institution or credit union insured by the Federal Deposit
Insurance Corporation or the National Credit Union Administration, payable at
sight or unconditionally assigned to _____;

- ☐ Treasurer's Check No. _____, dated _____, issued by _____,
drawn on _____,
a bank, savings institution or credit union insured by the Federal Deposit
Insurance Corporation or the National Credit Union Administration, payable at
sight or unconditionally assigned to _____;
- ☐ Official Check No. _____, dated _____, issued by _____,
drawn on _____,
a bank, savings institution or credit union insured by the Federal Deposit
Insurance Corporation or the National Credit Union Administration, payable at
sight or unconditionally assigned to _____;
- ☐ Certified Check No. _____, dated _____, accepted
by a bank, savings institution or credit union insured by the Federal Deposit
Insurance Corporation or the National Credit Union Administration, payable at
sight or unconditionally assigned to _____;

WHEREAS:

The Contractor has by written agreement dated _____ entered into a
contract with Obligee for the following Project: _____

hereinafter called Contract, which Contract is incorporated herein by reference and made a part
hereof.

NOW, THEREFORE,

The condition of this obligation is such that, if Contractor shall promptly and faithfully
perform the Contract in accordance with, in all respects, the stipulations, agreements,
covenants and conditions of the Contract as it now exists or may be modified according to its
terms, free from all liens and claims and without further cost, expense or charge to the Obligee,
its officers, agents, successors or assigns, free and harmless from all suits or actions of every
nature and kind which may be brought for or on account of any injury or damage, direct or
indirect, arising or growing out of the doing of said work or the repair or maintenance thereof or
the manner of doing the same or the neglect of the Contractor or its agents or servants or the
improper performance of the Contract by the Contractor or its agents or servants or from any
other cause, and shall promptly pay all persons supplying labor and materials for the
performance of the Contract, then this obligation shall be void; otherwise it shall be and remain
in full force and effect.

AND IT IS HEREBY STIPULATED AND AGREED that suit on this bond may be
brought before a court of competent jurisdiction without a jury, and that the sum or sums
specified in the said Contract as liquidated damages, if any, shall be forfeited to the Obligee, its
successors or assigns, in the event of a breach of any, or all, or any part of, the covenants,
agreements, conditions, or stipulations contained in the Contract or in this bond in accordance
with the terms thereof.

AND IT IS HEREBY STIPULATED AND AGREED that this bond shall inure to the benefit of any and all persons entitled to file claims for labor performed or materials furnished in said work so as to give any and all such persons a right of action as contemplated by Sections 103D-324(d) and 103D-324(e), Hawaii Revised Statutes.

The amount of this bond may be reduced by and to the extent of any payment or payments made in good faith hereunder; inclusive of the payment of mechanics' liens which may be filed of record against the Project, whether or not claim for the amount of such lien be presented under and against this bond.

Signed this _____ day of _____, _____.

(Seal)

Name of Contractor

*

Signature

Title

*ALL SIGNATURES MUST BE ACKNOWLEDGED
BY A NOTARY PUBLIC.

EXHIBIT F

COMBINATION PERFORMANCE AND PAYMENT BOND
(6/21/07)

KNOW TO ALL BY THESE PRESENTS:

That we, _____
(Full Legal Name and Street Address of Contractor)

_____,
as Contractor, hereinafter called Principal, and _____
_____,
(Name and Street Address of Bonding Company)

as surety, hereinafter called Surety, a corporation(s) authorized to transact business as a
surety in the State of Hawaii, are held and firmly bound unto the _____
(State/County Entity)

_____,
its successors and assigns, as Obligee, hereinafter called Obligee, in the amount of _____

(Twice the Dollar Amount of Contract)

DOLLARS (\$ _____), (being _____
DOLLARS as performance bond and _____
DOLLARS as payment bond, each in the amount of one hundred percent of the contract price
as required by 103D-324, Haw. Rev. Stat.), lawful money of the United States of America, for
the payment of which to the said Obligee, well and truly to be made, Contractor and Surety bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally,
firmly by these presents.

WHEREAS:

The Principal has by written agreement dated _____ signed a contract with
Obligee for the following Project: _____

hereinafter called Contract, which Contract is incorporated herein by reference and made a part
hereof.

NOW, THEREFORE,

The condition of this obligation is such that, if Principal shall promptly and faithfully perform the Contract in accordance with, in all respects, the stipulations, agreements, covenants and conditions of the Contract as it now exists or may be modified according to its terms, and shall deliver the Project to the Obligee, or to its successors or assigns, fully completed as in the Contract specified and free from all liens and claims and without further cost, expense or charge to the Obligee, its officers, agents, successors or assigns, free and harmless from all suits or actions of every nature and kind which may be brought for or on account of any injury or damage, direct or indirect, arising or growing out of the doing of said work or the repair or maintenance thereof or the manner of doing the same or the neglect of the Principal or its agents or servants or the improper performance of the Contract by the Principal or its agents or servants or from any other cause, and shall promptly pay all persons supplying labor and materials for the performance of the Contract, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

AND IT IS HEREBY STIPULATED AND AGREED that no change, extension, alteration, deduction or addition, permitted by the Contract, in or to the terms of the Contract, or the plans or specifications pertaining thereto, shall in any way affect the obligation of the Surety on this bond; and the Surety does hereby waive notice of any such change, extension, alteration, deduction or addition in or to the terms of the Contract, or the plans or specifications pertaining thereto, or in or to the said Project.

AND IT IS HEREBY STIPULATED AND AGREED that suit on this bond may be brought before a court of competent jurisdiction without a jury, and that the sum or sums specified in the said Contract as liquidated damages, if any, shall be forfeited to the Obligee, its successors or assigns, in the event of a breach of any, or all, or any part of, the covenants, agreements, conditions, or stipulations contained in the Contract or in this bond in accordance with the terms thereof.

AND IT IS HEREBY STIPULATED AND AGREED that this bond shall inure to the benefit of any and all persons entitled to file claims for labor performed or materials furnished in said work so as to give any and all such persons a right of action as contemplated by Sections 103D-324(d) and 103D-324(e), Hawaii Revised Statutes.

The above-named Principal and Surety hereby jointly and severally agree with the Obligee that every person who has furnished labor or material to the Principal for the performance of the Contract who has not been paid in full therefor after ninety days from the completion and final settlement of any contract, may institute an action against the Principal and its sureties, and have their rights and claims adjudicated in the action, and judgment rendered thereon. If the full amount of the liability of the sureties on the bond is insufficient to pay the full amount of the claims, then, after paying the full amount due the Obligee, the remainder shall be distributed pro rata among the claimants. The Obligee shall not be liable for the payment of any costs or expenses of any such suit.

The amount of this bond may be reduced in accordance with and subject to Section 3-122-226, Hawaii Administrative Rules.

Signed this _____ day of _____, _____.

(Seal)

Name of Principal (Contractor)

*

Signature

Title

(Seal)

Name of Surety

*

Signature

Title

*ALL SIGNATURES MUST BE ACKNOWLEDGED
BY A NOTARY PUBLIC.

EXHIBIT G

**PERFORMANCE BOND (SURETY)
FOR SUPPLEMENTAL AGREEMENT
FOR GOODS AND SERVICES
(11/17/98)**

KNOW TO ALL BY THESE PRESENTS:

That _____,
(full legal name and street address of Contractor)
as Contractor, hereinafter called Principal, and _____,
(name and street address of bonding company)
as Surety, hereinafter called Surety, a corporation(s) authorized to transact business as a surety
in the State of Hawaii, are held and firmly bound unto the _____,
(State/County entity)
its successors and assigns, hereinafter called Oblige, 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 Oblige dated
_____ for _____
and entered into Supplemental Agreement No. _____, dated _____ for the period
_____; hereinafter collectively called 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 and faithfully perform, and fully complete the Contract 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 additions 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 this _____ day of _____, _____.

(Seal)

Name of Principal (Contractor)

*

Signature

Title

(Seal)

Name of Surety

*

Signature

Title

*ALL SIGNATURES MUST BE ACKNOWLEDGED
BY A NOTARY PUBLIC.

EXHIBIT H

**PERFORMANCE BOND
FOR SUPPLEMENTAL AGREEMENT
FOR GOODS AND SERVICES
(11/17/98)**

KNOW TO ALL BY THESE PRESENTS:

That we, _____,
(full legal name and street address of Contractor)
as Contractor, hereinafter called Contractor, is held and firmly bound unto the _____
(State/County entity)
_____, its successors and assigns, as Obligee, hereinafter
called Obligee, in the amount of _____
_____ DOLLARS
(Dollar amount of contract)

(\$_____), lawful money of the United States of America, for the payment of
which to the said Obligee, well and truly to be made, Contractor binds itself, its heirs, executors,
administrators, successors and assigns, firmly by these presents. Said amount is evidenced by:

- ☐ Legal tender;
- ☐ Share Certificate unconditionally assigned to or made payable at sight to _____;
Description _____;
- ☐ Certificate of Deposit, No. _____, dated _____, issued by _____,
drawn on _____,
a bank, savings institution or credit union insured by the Federal Deposit
Insurance Corporation or the National Credit Union Administration, payable at
sight or unconditionally assigned to _____;
- ☐ Cashier's Check No. _____, dated _____, drawn on _____,
a bank, savings institution or credit union insured by the Federal Deposit
Insurance Corporation or the National Credit Union Administration, payable at
sight or unconditionally assigned to _____;
- ☐ Teller's Check No. _____, dated _____, drawn on _____,
a bank, savings institution or credit union insured by the Federal Deposit
Insurance Corporation or the National Credit Union Administration, payable at
sight or unconditionally assigned to _____;

- ☐ Treasurer's Check No. _____, dated _____, drawn on _____, a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;
- ☐ Official Check No. _____, dated _____, drawn on _____, a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;
- ☐ Certified Check No. _____, dated _____, accepted by a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;

WHEREAS:

The Contractor has by written agreement dated _____ entered into a contract with Obligee for the following Project: _____

_____ and entered into Supplemental Agreement No. _____, dated _____ for the period _____; hereinafter collectively called Contract, which Contract is incorporated herein by reference and made a part hereof.

NOW, THEREFORE,

The condition of this obligation is such that, if Contractor shall promptly and faithfully perform the Contract in accordance with, in all respects, the stipulations, agreements, covenants and conditions of the Contract as it now exists or may be modified according to its terms, and shall deliver the Project to the Obligee, or to its successors or assigns, fully completed as in the Contract specified and free from all liens and claims and without further cost, expense or charge to the Obligee, its officers, agents, successors or assigns, free and harmless from all suits or actions of every nature and kind which may be brought for or on account of any injury or damage, direct or indirect, arising or growing out of the doing of said work or the repair or maintenance thereof or the manner of doing the same or the neglect of the Contractor or its agents or servants or the improper performance of the Contract by the Contractor or its agents or servants or from any other cause, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

AND IT IS HEREBY STIPULATED AND AGREED that suit on this bond may be brought before a court of competent jurisdiction without a jury, and that the sum or sums specified in the said Contract as liquidated damages, if any, shall be forfeited to the Obligee, its successors or assigns, in the event of a breach of any, or all, or any part of, the covenants, agreements, conditions, or stipulations contained in the Contract or in this bond in accordance with the terms thereof.

The amount of this bond may be reduced by and to the extent of any payment or payments made in good faith hereunder.

Signed this _____ day of _____, _____.

(Seal)

Name of Contractor

*

Signature

Title

*ALL SIGNATURES MUST BE ACKNOWLEDGED
BY A NOTARY PUBLIC.

EXHIBIT I

CONTRACTOR ACKNOWLEDGMENT

[FOR USE WITH PERFORMANCE AND PAYMENT BONDS]
(11/12/97)

CONTRACTOR ACKNOWLEDGMENT:

STATE OF _____)
 : SS.
 _____ COUNTY OF _____)

On this _____ day of _____, 19____, before me appeared
_____ and _____
to me known to be the person(s) described in and, who, being by me duly sworn, did say
that he/she/they is/are _____ and _____
of _____
the Contractor named in the foregoing instrument, and that he/she/they is/are authorized
to sign said instrument in behalf of the Contractor, and acknowledges that he/she/they
executed said instrument as the free act and deed of the Contractor.

(Notary Seal)

Notary Public

State of _____

My commission expires: _____

EXHIBIT J

SURETY ACKNOWLEDGMENT

[FOR USE WITH SURETY PERFORMANCE AND PAYMENT BONDS]
(11/12/97)

SURETY ACKNOWLEDGMENT:

STATE OF _____)
_____ : SS.
_____ COUNTY OF _____)

On this _____ day of _____, 19____, before me personally came _____ to me known to be the person described in and, who, being by me, 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: _____

TECHNICAL SPECIFICATIONS

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DIVISION 2 – SITE WORK

SECTION 02100 – CLEARING AND GRUBBING

PART 1 – GENERAL

- 1.01 GENERAL CONDITIONS: The General Conditions and Special Conditions preceding these specifications shall govern this section of the work.
- 1.02 WORK INCLUDED
- A. Furnish all labor, materials, equipment and tools necessary to accomplish all clearing and grubbing work as indicated on the plans and as specified herein.
 - B. It shall be the responsibility of the Contractor to examine the project site and determine for himself the existing conditions.
 - C. Obvious conditions of the site existing on the date of the bid opening shall be accepted as part of the work, even though they may not be clearly indicated on the plans and/or described herein or may vary there from.
 - D. All debris of any kind accumulated from clearing or grubbing shall be disposed of off-site weekly and the whole area left clean. The Contractor shall be required to make all necessary arrangements related to the proposed place of disposal.
 - E. Burning onsite will not be permitted.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

- 3.01 SEQUENCE OF WORK: All sequence of work shall be subject to the approval of the Engineer.
- 3.02 PROTECTION
- A. Adequate precautions shall be taken before commencing and during the course of the work to insure the protection of life, limb and property.
 - B. The Contractor shall protect from damage all surrounding structures, trees, plants, grass, walks, pavements, utility boxes, etc. Any damages will be repaired or replaced by the Contractor to the satisfaction of the Engineer.
- 3.03 PERMITS: The Contractor shall apply for and obtain the necessary permits prior to the commencement of work. The Contractor shall pay for all fees.
- 3.04 BARRICADE: Erect temporary barricade to prevent people and animals from entering the project area, to the extent as approved by the Construction Manager. Such barricades shall not be less than 5'-0" in height. The extent of barricades may be adjusted as necessary with the approval of the Construction Manager. This work shall be accomplished to the satisfaction of the Department and at no extra cost to the Department. Barricades shall be removed upon completion of work and job site premises left clean.

3.05 MAINTAINING TRAFFIC

- A. The Contractor shall conduct operations with minimum interference to streets, driveways, sidewalks, etc. in accordance with the Traffic Control Plan in the contract documents.
- B. When necessary, the Contractor shall provide, erect and maintain lights, barriers, etc., as required by traffic and safety regulations with special attention to protection of life.

3.06 CONSTRUCTION LINES, LEVELS AND GRADES

- A. The Contractor shall verify all lines, levels and elevations indicated on the plans before any clearing, excavation or construction begins. Any discrepancy shall be immediately brought to the attention of the Construction Manager and any change shall be made in accordance with his instruction. The Contractor shall not be entitled to extra payment if he fails to report the discrepancies before proceeding with any work whether within the area affected or not.
- B. All lines and grades shall be established by a Surveyor licensed in the State of Hawaii.

3.07 CLEARING AND GRUBBING

- A. The Contractor shall clear off and remove from the entire area within the area to be graded, all rubbish, grass and weeds, stumps, large roots, buried logs, garbage, boulders and other unsuitable material. Where soft wet soils are encountered, light equipment should be used.
- B. The Contractor shall grub the ground surface within the area to be graded of all grass and weeds to 6 inches below present grades. This material shall be disposed off site properly.
- C. Any stumps and roots larger than 3 inches in diameter shall be removed to a depth not less than 18 inches below the original grade level. Fill voids with onsite material to maintain indicated grade.
- D. No excavation or filling shall be undertaken until area has been cleared and grubbed.

3.08 CONTRACT ZONE LIMITS:

- 3.08.1 The Contract Zone Limits shall coincide with the limits of disturbance as shown on the plans. These limits indicate only in general the limits of the work involved. The Contractor, however, is required to perform any and all necessary and incidental work which may fall outside of these demarcation lines.
- 3.08.2 For the portion of the work concerning Kawaihae Road Improvements at South Kohala Distribution Road, Contract Zone Limits shall include the entire length of the limits of grading as specified within the contract documents.
 - A. A width of 5 feet outside of embankment slope lines for highway construction areas that include structures, frontage and access roads, streets, ramps, approaches, and ditches and channels with a bottom width of 12 feet. When slopes require rounding, extend clearing and grubbing limits to outside limits of slope rounding.

- B. A width of 2 feet outside of excavation and embankment slope lines for highway construction areas that include ditches and channels with a bottom width of less than 12 feet.
- 3.09 VERIFICATION OF EXISTING GRADES: Verify existing grades, inverts, and improvements before any clearing and grubbing work is done. Immediately bring to the attention of the Construction Manager any discrepancy, and make any changes in accordance with his instructions. Starting of clearing and grubbing operations will be construed to mean that the Contractor agrees that the existing grades, inverts, and improvements are essentially correct as indicated. No extra compensation will be allowed if existing grades, inverts, and improvements are in error after verification thereof or if he fails to report the discrepancies before proceeding with any work.
- 3.10 CLEAN-UP: Clean up and remove all debris accumulated from construction operations from time to time, when and as directed by the Construction Manager. Upon completion of the construction work and before final acceptance of work, remove all surplus materials, equipment, etc., and leave entire job site clean and neat.

END OF SECTION

SECTION 02210 – SITE EARTHWORK

PART 1 – GENERAL

1.01 GENERAL CONDITIONS: The General Conditions and Special Conditions preceding these specifications shall govern this section of the work.

1.02 WORK INCLUDED: Furnish all labor, materials, services, equipment and related items necessary to excavate, fill, remove, transport, stockpile and dispose of all materials within the limits of the project required to construct the site work improvements in accordance with these specifications, dimensions, sections and details shown on the plans, and the approval of the Department.

1.03 RELATED WORK IN OTHER SECTIONS

Temporary Soil Erosion Control..... Section 02270

1.04 SUBSURFACE SOIL DATA: Subsurface soil investigations have been made at the project site. A copy of the complete reports entitled “Draft Preliminary Geotechnical Exploration Report Department of Hawaiian Home Lands , Lalamilo RS10 Subdivision Project, Lalamilo, Waimea, Big Island of Hawaii”, dated July 28, 2006, and all supplemental revisions to these reports prepared by PSC Consultants LLC are available on the compact disc (CD) provided with these bid documents. Test pit and boring logs are shown in the soils report.

The Contractor is expected to examine the site and the record of soil investigation and decide for himself the character of materials to be encountered. The Engineer will not assume responsibility for variations of subsoil quality or condition at locations other than places shown and at the time investigations were made.

The soils report and its recommendations are made part of these specifications.

1.05 PROTECTION

A. Erosion Control: The Contractor shall incorporate into his work schedule the Temporary Erosion Control Measures and the Permanent Erosion Control procedures indicated on the plans and as specified in the contract.

B. Dust Control: Every effort shall be made by the Contractor to keep dust to a minimum. Spraying the ground with water or other means of control shall be used wherever possible. The Contractor shall have an adequate supply of water for moisture conditioning of fill material.

Without limiting the generality or applicability of other indemnity provisions of the contract, the Contractor agrees that he shall indemnify and hold harmless the Department from and against all suits, actions, claims, demands, damages, costs and expenses (including but not limited to attorney’s fees) arising out of any damage to any property whatsoever or injury to any person whomsoever, in any way caused or contributed to by dust from the Contractor’s operations.

- C. Existing Utilities and Work Areas: The Contractor shall be responsible for the protection of existing surface and subsurface utilities and poles within and abutting the project site, trench excavations and other work areas.
- D. Finished Grades: All finished grades shall be kept moist until chemically stabilized. Where shrinkage cracks are noted after compaction of the finished grade, finished grade shall be re-scarified, moisture-conditioned to above the optimum moisture content, and re-compacted to the specified requirement at no additional cost to the Department. During construction, the Contractor shall properly grade and maintain all excavated surfaces to provide positive drainage and prevent ponding of water. In the event that ponding of water caused softening of the subgrades, the Contractor shall remove the soft soils and shall backfill the excavation with compacted fill at no additional cost to the Department.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. General Fill: On-site material shall consist of material excavated from within the project limits that is found below the stripped organic material layer. This excavated material shall be used as general fill under the required non-expansive select material as shown on the plans. Roots, trees, branches, and all other organic matter missed during the clearing and grubbing operations shall be removed from the fill materials.

General fill shall be free of organic matter, debris and other deleterious substances. The material shall have particle size less than 4 inches in maximum dimensions.

Most of the onsite soils below the top soil if processed to 6 inches minus can be used as general fill with the approval of the on-site Geotechnical Engineer.

- B. Structural Fill. Structural fill shall be granular, free of organic debris, deleterious substances, and particles larger than 3 inches. Structural fill shall be classified as GP, GW, GM, GP-GM, SP, SW, SM, SP-SM and SW-SM, in accordance with ASTM D 2487. Where fill material is used in confined areas such as utility trenches and behind walls, the particles should be less than 2 inches in maximum dimensions. The material shall have a plasticity index less than 12 (ASTM 4318), a liquid limit less than 35, a CBR (ASTM D 1883) of at least 20 when compared to 95% relative compaction at optimum moisture content, and not more than 30% by weight passing the No. 200 sieve (ASTM D 1140).

The onsite basaltic rock may be crushed to meet the above recommendations for use as structural fill.

- C. Imported Borrow: Additional general fill material needed for general filling shall consist of imported borrow materials that have the same general properties as on-site material described above. Borrow material shall be tested by the geotechnical engineer to evaluate its stability for use as general fill and shall be approved by the Engineer.
- D. Non-Expansive Select Material: Non-expansive select material to be used for this project shall consist of shall be crushed coral, basalt gravel, or cinder sand. The non-expansive

select material shall be well-graded from coarse to fine with no particles larger than 3 inches in largest dimension. It shall have a plasticity index not exceeding 15 as determined by ASTM D-4318-84; and have maximum 20 percent particles passing the No. 200 sieve. The material shall have a laboratory CBR value of 25 or higher. Free draining materials and highly permeable materials shall not be used as select material. Select material shall be tested by the Geotechnical Engineer for conformance with these requirements prior to delivery to the project site for the intended use.

- E. Rocks: Rocks greater than 6 inches in diameter may be used at the bottom of deep fills or may be placed in areas suitable for rock disposal in accordance with the recommendations of the Geotechnical Engineer. Rocks not used in an engineered fill shall be disposed of as directed by the Engineer.
- F. Organic Topsoil (Stripped Material): Subsequent to acceptable clearing and grubbing, remove the top 6 inches of organic material laden topsoil as required and disposed of properly off site.

PART 3 – EXECUTION

3.01 MASS GRADING

- A. Notification of Schedule: The Engineer shall be notified by the Contractor after clearing and grubbing and before any fill is placed; and also at least two weeks in advance before grading operations are scheduled to begin. Further, the Contractor shall advise the Engineer of the proposed overall schedule for earthwork operations.
- B. General: All cuts and fills to be constructed shall be monitored by a licensed geotechnical consultant (soils engineer) retained by the Department, who shall approve all fill material, methods of placing and compaction and perform field density tests during the grading. No deviation from these specifications shall be made except upon the written approval of the Engineer and/or other public agencies having jurisdiction.
- C. Preparation of Subgrades for Areas to Receive Fill:
 - 1. Site Preparation. At the onset of earthwork, the area within the contract grading limits shall be cleared of trees, vegetation, debris, rubbish, boulders, and other deleterious materials. These materials shall be removed and properly disposed of off site.
 - 2. Competent Soils. Area to receive fill shall be scarified to a depth of 6 inches, moisture-conditioned to at least 2 percent above the optimum moisture content, and compacted to a minimum of 90 percent relative compaction. Relative compaction refers to the in-place, dry density of soil expressed as percentage of the maximum dry density of the same soil established in accordance with ASTM Test designation D 1557-91. The optimum moisture content is the moisture content corresponding to the maximum compacted dry density.
 - 3. Soft Wet Soils: Soft, yielding areas encountered during site preparation or pumping areas shall be over-excavated to expose firm soil surface and stabilized by backfilling with select material placed in 8-inch thick, loose, lifts and

compacted to 90 percent relative compaction or 95 percent for fills 2 feet below the proposed road subgrade.

4. Rocky Soils. If the subgrade exposes rock material, where scarification is not practical, the rocky subgrade shall be proof-rolled with a 15-ton vibratory drum roller, or similar heavy construction equipment, with a minimum of 8 passes, to help detect and collapse near-surface cavities. It is important that the scarification and proof-rolling be performed in the presence of a representative of a Geotechnical Engineer retained by the Department. Cavities disclosed during the proof-rolling shall be over-excavated and backfilled with select borrow and compacted as stated above.

- D. General Fill. Materials for general fill purposes should be well-graded, granular soils with no rocks greater than 12 inches in size in the deeper portion of the fill, at least 5 feet below the final grade or below any planned utilities. Materials ranging from 6 to 12 inches should be limited to less than 15 percent of the total general fill. The excavated materials, if less than 12 inches in maximum dimension, may be used as a source of general fill, provided these are processed to meet the gradation requirements for general fill. If the excavated materials do not contain a sufficient amount of fines to produce the desired gradation for general fill, offsite borrow or crusher-run onsite materials may be added to produce a well graded material.

Boulders, cobbles, or fractured rock fragment over 6 inches in size may be used in deeper portions of fills providing they are not nested, and sufficient soils are placed adjacent to them in such a manner that voids are properly filled and compacted, and are below the depths of utility installations.

The onsite soils may be used as general fill and backfill where structural fills are not specifically required, provided that it does not contain organics, debris, and other deleterious materials.

- E. Capping Fill. The **general fill areas** shall be capped with a minimum 2 feet of structural fill. Materials used for this structural fill should be non-expansive, select material, generally less than 3 inches in maximum dimensions, with sufficient fines to prevent formation of voids in the compacted mass. The capping fill shall have a plasticity index not exceeding 15, as determined in accordance to ASTM Test Method D 4318-84, and should have a maximum of 40 percent of particles passing the No. 200 sieve. If additional offsite borrow material is required, it should be tested by the Geotechnical Engineer retained by the Department to evaluate its suitability for use as select fill prior to its delivery to the project site.

- F. Fill Requirements and Compaction Requirements. Structural fill shall be placed in level lifts with maximum loose thickness of 8 inches; moisture conditioned to at least 2 percent above optimum, and properly compacted to a minimum of 95 percent relative compaction. General fills and backfills shall be placed in level lifts with a maximum loose thickness of 12 inches, moisture conditioned to at least 2 percent above optimum, and properly compacted to a minimum of 90 percent relative compaction. Each layer should be spread uniformly and blade-mixed to attain uniformity of the material, and even distribution of water content. Additional fill material should not be placed on any fill layer that has not been properly compacted. Compaction should be accomplished by sheepfoot, vibratory or other types of acceptable compaction equipment.
- G. Excavations: All excavation shall be made to the lines and grades as shown on the project plans. All excavation shall be inspected and approved by the geotechnical engineer. Where conditions encountered require, he shall direct the necessary modifications to be made.
- Suitable material from excavation shall be used in the fill, and unsuitable material free of organic material from excavation shall be disposed of offsite.
- H. Slopes: For fill slopes consisting of granular materials (six inches or less in size) and cut slopes, maximum slopes of two horizontal to one vertical (2:1) shall be used. Fill slopes shall be constructed by overfilling 2 to 3 feet, then cutting back to the design slope to expose a well-compacted face. Slopes cut into basaltic rock formation may be made at on horizontal to one vertical (1:1). Permanent fills placed in slopes steeper than five horizontal to one vertical (5:1) should be benched. A keyway should be provided for fill slopes greater than 15 feet of vertical height placed in existing ground steeper than five horizontal to one vertical (5:1). For cut and fill slopes with a vertical height greater than 30 feet, an 8-foot wide bench shall be constructed at mid slope and provided with a concrete lined swale to reduce potential for erosion from storm surface runoff. Storm water shall be diverted away from the slopes by diversion ditches at the tops and surface drains on slope surface and subdrains may be used to provide adequate drainage. Slope planting shall be utilized to limit erosion.
- I. Drainage: Care shall be exercised during grading so that areas involved will drain properly. Water shall be prevented from running over the slopes by the temporary berms or drainage swales. Runoff diversion by ditches shall be completed in the time specified in the bid form.
- J. Field Testing: The Construction Manager shall be notified seven (7) days prior to the start of grading. A pre-grading conference shall be held between the parties involved so as to discuss methods of operations, site problems and scheduling. Field density tests shall be taken by the Geotechnical Engineer retained by the Department.
- K. Supervision: At all times, the Contractor shall have a responsible field superintendent on the project in full charge of the work with authority to make decisions. He shall cooperate with the Construction Manager in carrying out the work. Any instructions given to him by the Construction Manager shall be considered to have been given to the Contractor personally.

L. Rainy Weather: No fill shall be placed, spread or rolled during unfavorable weather. When the work is interrupted by rain, operations shall not be resumed until field tests by the Engineer indicate that conditions will permit satisfactory results.

M. Unforeseen Conditions: If unforeseen or undetected soil conditions such as soft spots, existing utility trenches, structure foundations, voids or cavities, boulders, seepage water or expansive soil pockets, etc. are encountered, the Contractor at his sole expense shall make all necessary corrective measures in the field as such conditions are detected.

3.02 UNSUITABLE EXCAVATED MATERIAL: The Contractor shall remove from the site all unsuitable excavated material unless specified otherwise by the Engineer. The unsuitable material not containing organic material shall be hauled and disposed of offsite. Unsuitable material containing organic material shall be disposed of off-site, unless otherwise specified.

Removal, including hauling and disposal, of the unsuitable material will not be paid for directly, but shall be considered incidental to the project.

3.03 MAINTENANCE OF CHEMICALLY STABILIZED GRADED AREA

A. Maintenance shall include, but is not limited to:

1. Protect areas susceptible to traffic by erecting barricades immediately after stabilization.
2. Maintain chemically stabilized area per manufacturer's specifications.
3. Keep stabilized area free of weeds and undesirable grasses through daily weeding, if required. Remove the entire root system. Dispose of all weeds in appropriate trash containers.
4. Inspect area for disease or insect damage weekly. Treat affected material immediately.

END OF SECTION

SECTION 02221 – TRENCH EXCAVATION AND BACKFILL

PART 1 – GENERAL

- 1.01 GENERAL CONDITIONS: The General Conditions and Special Conditions preceding these specifications shall govern this section of the work.
- 1.02 WORK INCLUDED: Furnish all labor, materials, tools, equipment and related items necessary for excavating and backfilling trench for waterlines and appurtenances in conformity with the dimensions, profiles, section and details shown on the plans. Work shall be governed by Section 11 of the Standard Specifications as amended herein. The Contractor shall be solely responsible for the means, techniques, procedures, and sequences for dewatering and bracing and shoring the excavation as required.
- 1.03 RELATED WORK IN OTHER SECTIONS
- Potable Water System..... Section 02713
Exterior Electrical Work..... Section 16301
- 1.04 SUPPLEMENTS: All excavated material shall be unclassified regardless of its composition, whether soil, solid rock, asphalt pavement, concrete, rubbish or other material.

The installation and removal of sheeting shall be done in a manner that will not cause settlement or disturbance of the pipe cradle material.

All existing ground, roadways and other improvements damaged, destroyed or disturbed shall be, at the Contractor's expense, replaced, reconstructed and restored in kind to an equal or better condition satisfactory to the Engineer.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. Materials for roads shall be in accordance with the following sections of the Standard Specifications, as revised, except as amended on the plans and/or in the specifications herewith:
- Trench Excavation and Backfill..... Section 11
- B. Trench Backfill: Trench backfill shall consist of free draining granular materials, such as No. 3B fine gravel (ASTM C33, No. 67 gradation), up to about 12 inches above the pipes. The upper portion of the trench backfill from 1 foot above the pipe to the top of the subgrade or finished grade shall consist of select granular material.
- C. Pipe Cushion: Pipe cushion shall consist of No. 3B fine gravel as described by ASTM C33 (No. 67 gradation).

PART 3 – EXECUTION

- 3.01 TRENCH BOTTOM: Should the trench bottom be within 2 feet of the unsuitable material, the trench shall be over-excavated to provide 2 feet of select granular material under the bottom of the trench. Suitable material shall be select granular material or crushed rock required by the particular utility company and installed as specified herein.
- 3.02 PLACEMENT AND COMPACTION: Trench backfill shall be moisture-conditioned to above the optimum moisture, placed in level lifts not exceeding 8 inches in loose thickness and compacted to a minimum of 90 percent maximum dry density. In pavement areas the upper 2 feet of trench backfill below the pavement subgrade shall be compacted to 95 percent maximum dry density. Compaction shall be in accordance with ASTM D1557-91.

Compaction shall be performed by rolling with equipment well-suited to the soil being compacted. Material shall be moistened or aerated as necessary to provide the optimum moisture content that will readily facilitate obtaining the specified compaction with the equipment used. When subgrades are less than the specified density, the ground surface shall be broken up to a minimum depth of 6 inches, pulverized, and compacted to the specified density. When the subgrade is part fill and part excavation or natural ground, the excavated or natural ground portion shall be scarified to a depth of 6 inches and compacted as specified for the adjacent fill. Each layer shall be compacted as specified for the adjacent fill.

END OF SECTION

SECTION 02270 – TEMPORARY SOIL EROSION CONTROL

PART 1 – GENERAL

- 1.01 GENERAL CONDITIONS: The General Conditions and Special Conditions preceding these specifications shall govern this section of the work.
- 1.02 WORK INCLUDED: Submit three (3) sets of the erosion control materials for approval by the Engineer. Furnish all labor, materials, services, equipment and related items necessary to implement the temporary erosion control measures, submitted separately, as required by these specifications and as ordered by the Engineer during the life of the contract to control water pollution through the use of berms, dikes, dams, sediment basins, fiber mats, netting, gravel, mulches, grasses, slope drains, and other erosion control devices or methods.
- A. Temporary erosion and siltation control measures as described herein shall be applied to any erodible material within this project, including local material sources and work areas.
 - B. The Contractor shall be responsible for providing the necessary erosion control measures which are shown on the plans or which may be ordered by the Engineer. All grading operations shall be performed in conformance with the applicable provisions of the “Water Pollution Control and Water Quality Standards” contained in the “Public Health Regulations,” State Department of Health.
 - C. The Contractor shall be responsible for promptly (next day after storms) removing all silt and debris resulting from his work and deposited in drainage facilities, roadways, neighboring lands, and other areas.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. Silt Fences:
 - a. Silt fabric shall be a geotextile filter fabric or other suitable material acceptable to the Engineer and shall be acceptable to the Engineer.
 - b. The fence stakes may be wood or metal capable of supporting the anticipated loads and shall acceptable to the Engineer.

PART 3 – EXECUTION

3.01 TEMPORARY EROSION CONTROL

- A. The Engineer has the authority to limit the surface area exposed by excavation, borrow and fill operations. The Engineer may also direct the Contractor to provide immediate, permanent, or temporary pollution control measures to prevent contamination of streams, drainage channels and pipes, roads, neighboring lands, and other areas.
- B. The Contractor shall incorporate all erosion control measures shown in the plans. The erosion controls may be modified as necessary to adjust to conditions that develop during construction. All modifications are subject to approval by the Engineer.

END OF SECTION

SECTION 02510 – ASPHALT CONCRETE PAVEMENT

PART 1 – GENERAL

- 1.01 **GENERAL CONDITIONS:** The General Conditions and Special Conditions preceding these specifications shall govern this section of the work.
- 1.02 **WORK INCLUDED:** Furnish all labor, materials, tools, equipment and related items necessary to complete, in place, asphalt concrete pavement for roads in conformity with the dimensions, profiles, sections and details shown on the plans.
- 1.03 **SUBMITTALS:** The Contractor shall submit for approval, the job mix formula for the asphalt concrete to be supplied for the project. The job mix formula shall indicate the source of aggregates and grades of bituminous material to be used in the mix. The total amount of bituminous binder in the mix shall be between 4.5 percent to 8.0 percent by weight depending on the specified Asphalt Concrete Mix. All test data used to develop the job mix formula shall also be submitted. The job mix formula for the mixture shall be in effect until modified in writing by the Engineer. Should a change in sources of materials be made, a new job mix formula shall be established and approved before the new material is used.

The bituminous mixtures shall be designed using procedures contained in Chapter III, Marshall Method of Mix Design, of the Asphalt Institute's Manual Series No. 2 (MS-2), current edition, and shall meet the requirements of Table I below:

TABLE I
REQUIREMENTS FOR MARSHALL METHOD OF MIX DESIGN

Test Property	Mix #2	Mix #3	Mix #4	Mix #5
Number of Blows	75	75	75	75
Stability, lb (minimum number)	2,000	2,000	2,000	2,000
Flow, 0.01 in.	8 - 16	8 - 16	8 - 16	8 - 16
Percent air voids	4 - 6	4 - 6	4 - 6	4 - 6
Percent air voids in mineral aggregate (min.)	13	14	16	18

The job-mix formula for each mixture shall establish a single percentage of aggregate passing each required sieve size and a single percentage of bituminous material to be added to the aggregate.

After the job-mix formula is established, all mixtures furnished for the project shall conform thereto within the following ranges of tolerances in Table II below:

TABLE II
RANGE OF TOLERANCES FOR JOB-MIX FORMULA

Passing No. 4 and larger sieves	± 7 percent
Passing No. 8 to No. 100 sieves (inclusive)	± 4 percent
Passing No. 200 sieve	± 2 percent
Bitumen	± 0.4 percent

Acceptance Sampling and Testing of the Bituminous Mixture.

- A. The Contractor shall provide laboratory testing for control and acceptance functions during periods of mixture productions: One (1) field Marshall Test, asphalt content test, gradation analysis, and specific gravity test for each mixture.
- B. The compacted mixtures of the in-place pavement shall not be less than 91 percent of the specific gravity (ASTM D2041, commonly called the Rice Method) of the combined mixture without voids.
- C. Two (2) core or cut samples per street for the determination of the thickness and density of the completed pavements (or using nuclear gauge for determination of density) shall be obtained and/or tested by the Contractor at no extra cost (including that to restore the affected area). The size and locations of the samples will be directed by the Engineer.
- D. All data for the control and the acceptance testing shall be submitted.

PART 2 – PRODUCTS

- 2.01 **MATERIALS:** Materials for roads shall be in accordance with the following sections of the Standard Specifications, except as amended on the plans and/or in the specifications herewith:

Roadway Excavation	Section 12
Subgrade	Section 29
Aggregate Subbase Course	Section 30
Aggregate Base Course.....	Section 31
Asphalt Surface Treatments.....	Section 33
Asphalt Concrete Pavement, Mix No. 3 or 4	Section 34
Standard Street Survey Monuments.....	Section 49

Asphalt cement grade shall be PG 64-16.

PART 3 – EXECUTION

- 3.01 INSTALLATION: Stake out the areas to be paved using wooden stakes on which the final finish elevations, base course and subgrade elevations are clearly marked. All stakes and elevations shall be approved by the Engineer before any work is done.

Contractor shall fine grade the subgrade under the pavement and swales by bringing the subgrade to the proper grade from the mass grade elevations to the proper shape before installing the subbase course.

Install roadways in accordance with the applicable sections noted hereinbefore.

- 3.02 COMPACTION TESTING: The Contractor shall notify the Engineer at least 5 days prior to the start of fine grading for the roadway subgrade. Field density tests will be taken on the roadway subgrade, and aggregate subbase and base course by the Geotechnical Engineer retained by the Department. The Contractor shall be responsible for any corrective measures required as a result of inadequate compaction.

- 3.03 CLEANING OF SURFACES: Immediately before applying the prime coat or tack coat, the surface to be treated shall be swept clean of all loose material, dirt, excess dust or other objectionable material. No application shall be permitted when the surface to be treated is appreciably damp or when weather conditions are unsuitable.

Apply asphalt surface treatments at the rates specified in Section 33 of the Standard Specifications.

- 3.04 ADJUSTMENT OF EXISTING UTILITY STRUCTURES TO FINISHED GRADE: Adjust existing utility structures to finished grade in accordance with Section 36 of the Standard Specifications.

- 3.05 REPAIRS OF EXISTING ASPHALT CONCRETE PAVEMENTS: Repair to the original conditions and to the satisfaction of the Engineer all existing asphaltic concrete pavements that have been damaged by construction activities, including damage done by heavy equipment.

- 3.06 PLACING ASPHALT CONCRETE PAVEMENT: Install asphalt concrete pavement as specified in Section 34 of the Standard Specifications.

END OF SECTION

SECTION 02520 – CONCRETE CURBS, GUTTERS, SIDEWALKS AND CURB RAMPS

PART 1 – GENERAL

- 1.01 GENERAL CONDITIONS: The General Conditions and Special Conditions preceding these specifications shall govern this section of the work.
- 1.02 WORK INCLUDED: Furnish all labor, materials, tools, equipment and related items necessary to complete, in place, concrete curbs, gutters, sidewalks, driveway aprons and wheelchair ramps in conformity with the dimensions, profiles, sections and details shown on the plans.
- 1.03 APPLICABLE SECTIONS: Work shall be in accordance with the following sections of the Standard Specifications, except as amended on the plans and/or in the specifications herewith:
- | | |
|-------------------------------------|------------|
| Portland Cement Concrete | Section 39 |
| Curb and Gutter | Section 41 |
| Sidewalk..... | Section 42 |
| Reinforced Concrete Driveways | Section 46 |
| Reinforcing Steel | Section 48 |

PART 2 – PRODUCTS

- 2.01 MATERIALS: Materials shall conform to the sections of the Standard Specifications noted hereinbefore, or as listed below:
- A. Detectable warning material shall be pre-mold, thermoplastic meeting the requirements of TopMark by Flint Trading, Inc. or approved equal.
- B. Adhesive shall be as recommended by the manufacturer.

PART 3 – EXECUTION

- 3.01 INSTALLATION: The Contractor shall be responsible for precisely laying out the curbs, gutters, sidewalks and curb ramps shown on the contract plans in accordance with the sections of the Standard Specifications noted hereinbefore. The Contractor shall note that the plan and profile curb grades are based on the standard 6-inch high curbs and shall make necessary adjustments for the difference in height of the rolled curb as shown in the DPW Standard Details.
- 3.02 QUALITY CONTROL FOR CURB RAMPS: The Contractor shall install curb ramps to the dimensions and grades shown in the plans. Installation of the curb ramps shall be within the tolerance range shown in the table below.

CONSTRUCTION TOLERANCE		
Surface Slope per Plans	Allowable Slope Tolerance	Allowable Flatness Tolerance
Less than 5%	+0.9% max.	1/4" max. gap
5% - 8.3%	+1.2% max.	3/8" max. gap
Greater than 8.3%	+1.5% max.	1/2" max. gap
For Horizontal Plan Measurements, Length of Intended Dimension	Horizontal Tolerance Allowed	
Less than 12"	+1/4" or -1/4"	
12" - 36"	+3/8" or -3/8"	
Greater than 36"	+1/2" or -1/2" in each 10'	

The method of measuring the surface requires a 24" long digital level to be placed so, when set on the measured sloped surface, it reads the steepest slope of any part of the measured surface.

The method of measuring flatness requires a 24" long level to be placed so it is centered over any trough or balanced on a ridge with equal gap at both ends of the level. Measure the gap under the level at troughs and at the end of the level at ridges.

Horizontal measurements are to be made with a steel tape.

Detectable warning devices shall be installed per the manufacturer's installation instructions.

- 3.03 MEASUREMENT AND PAYMENT FOR CURB RAMPS: The Construction Manager will not measure curb ramps.

The Construction Manager will not pay for the accepted curb ramps separately. The Construction Manager will consider the price for curb ramps included in the contract price for reinforced concrete sidewalks including curb ramps and detectable warning strips.

The price includes full compensation for excavating; backfilling; installing reinforcing steel, concrete expansion joint materials, construction joints, special drop curbs, and bed course material; and furnishing labor, materials, equipment, tools and incidentals necessary to complete the work.

END OF SECTION

SECTION 02577 - PAVEMENT MARKERS, STRIPING AND MARKINGS

PART 1 - GENERAL

- 1.01 GENERAL CONDITIONS: The General Conditions and Special Conditions preceding these specifications shall govern this section of the work.
- 1.02 WORK INCLUDED: Furnish all labor, materials and equipment required to accomplish the installation of all pavement markers, reflectorized white and yellow traffic pavement striping and other markings in conformance to the "Manual on Uniform Traffic Control Devices for Streets and Highways," 2003, the "Traffic Standards Manual" of the Department of Transportation Services, July 1976, and these plans and specifications. This work shall also include the removing of existing pavement markers and removing or eradicating of existing pavement striping and markings when called for in the plans and/or directed by the Traffic Engineer.
- 1.03 SUBMITTALS: Submit material certifications, test results and brochures for all pavement markers and traffic paint materials to the State Department of Transportation, Highways Division and Department of Public Works, County of Hawaii. A copy of the submittal shall be submitted to the Construction Manager.

PART 2 - PRODUCTS

- 2.01 GENERAL: Materials shall conform to the requirements of Pavement Markers, Adhesives for Pavement Markers, and Pre-Mixed Reflectorized White and Yellow Traffic Paint, as specified in these specifications.
- 2.02 MATERIALS
 - A. Pavement Markers
 1. Description of Markers: The markers shall have the shape, dimensions and tolerances as shown on the plans. The markers shall be of uniform composition and free from surface irregularities, cracks, checks, chipping and other physical damage interfering with appearance or application.
 2. Type of Markers
 - a. Type "A" - Non-Reflective White Markers
 - 1) Class III Ceramic Type. For use on Portland cement concrete and asphalt concrete road surfaces.
 - 2) The class of non-reflective white marker to be used shall be at the option of the Contractor, subject to the above limitations.
 - b. Type "C" - Red-Clear Reflective Markers
 - c. Type "D" - Two-Way Yellow Reflective Markers
 - d. Type "DB" - Two-Way Blue Reflective Markers

e. Type “H” - One-Way Yellow Reflective Markers

3. Markers

a. Non-Reflective Markers: Type “A” pavement markers shall have the following characteristics:

1) Composition of Markers: The composition of finished markers shall conform to the following: The Class III pavement markers shall consist of a heat-fired, vitreous, ceramic base and a heat-fired, opaque, glazed surface to produce the properties required in these specifications. The markers shall be produced from any suitable combination of intimately mixed clays, shales, talcs, flints, feldspars, or other inorganic material which shall meet the properties herein required. The markers shall be thoroughly and evenly matured and free from defects which affect appearance or serviceability.

2) Properties of Markers: The properties of finished Class III markers, shall conform to the following:

a) Finish: The top surface of the marker shall be convex and the radius of curvature shall be between 3-1/2 inches and 6 inches except that the radius of the 1/2 inch nearest the edge may be less. Any change in curvature shall be gradual. The top and sides shall be smooth and free of mold marks, pits, indentations, air bubbles, or other objectionable marks or discolorations.

The bottoms of the ceramic markers shall be free from gloss or glaze and shall have a number of integrally formed protrusions approximately 0.050 inch projecting from the surface in a uniform pattern of parallel rows.

Each protrusion shall have a face parallel to the bottom of the marker. The area of each parallel face shall be between 0.01 and 0.065 square inches and the combined area of these faces shall be between 2.2 and 4.4 square inches.

The protrusions shall be circular in section.

The number of protrusions should be not less than 48 nor more than 200.

To facilitate forming and mold release, the sides of each protrusion may be tapered. This taper shall not exceed 15 degrees from perpendicular to the marker bottom. Markers manufactured with protrusions whose diameter is less than 0.15 inch may have an additional taper not exceeding 30 degrees from perpendicular to the marker bottom and

extending not more than one-half the total height of the protrusion.

The overall height of the marker shall be between 0.68 to 0.80 inch.

- b) Glaze Thickness: The thickness of the glazed surface shall be not less than 0.007 inch at any point located more than 1/4 inch from the edge of the marker circumference. The glaze thickness shall be measured on a fractured edge with a calibrated reticule of a microscope of at least 25 power.
- c) Moh Hardness: The glazed surface of the marker shall have a hardness of a 6 minimum in the Moh hardness scale. This shall be determined relative to the mineral orthoclase which has a hardness of 6. With moderate hand pressure, it must be possible to scratch orthoclase with the marker but not possible to scratch the marker with the orthoclase.
- d) Directional Reflectance (Type “A” markers only): The 45°, 0° directional reflectance of the marker when tested in accordance with ASTM E97, shall have the following values:
- e)

Glazed Surface	75 minimum
Body of Marker	65 minimum

The test on the glazed surface shall be made on the top of the convex surface of the marker. The test on the body of the marker shall be made on a flat surface of the marker from which the glaze has been removed by grinding with carborundum wheel.

- f) Yellowness Index (Type A markers only): The yellowness index of the marker when tested in accordance with ASTM E313 shall have the following values:

Glazed Surface	0.07 maximum
Body of Marker	0.12 maximum

The test on the glazed surface shall be made on the top of the convex surface of the marker. The test on the body of the marker shall be made on a flat surface of the marker from which the glaze has been removed by grinding with a carborundum wheel.

- g) Water Absorption: The average water absorption of the ceramic marker when tested in accordance with ASTM C373 shall not exceed 2.0 percent of the dry weight of the test piece.

- h) Autoclave Test: The glazed surface of the marker shall not craze, spall or peel when subjected to one cycle at 100 psi for one hour of the autoclave test when tested in accordance with ASTM C424.
- i) Strength Test: A random sample of five markers of each type and/or class used will be selected for the load test. Each Class III marker shall support a minimum load of 1,500 pounds and each Class IV marker shall support a minimum load of 750 pounds when the load is applied in the following manner: The base of the marker shall be made flat using plaster of paris or some other suitable material. Sufficient amount of material shall be applied to the base of the marker to fill the spaces around the protrusions up to the faces of the protrusions. The protrusions shall not protrude from the prepared finished base. The prepared marker shall be centered, base down, over the open end of a vertically positioned hollow metal cylinder. The cylinder shall be 1-inch high, with an internal diameter of 3 inches and a wall thickness of 1/4 inch. A load necessary to break the marker shall be applied at a speed of 0.2 inch per minute to the top of the marker through a 1-inch diameter solid metal cylinder centered on the top of the marker. Failure shall consist of a breakage of the marker at a load of less than 1,500 pounds when applied to Class III markers or less than 750 pounds when applied to Class IV markers.
- j) Sampling: Twenty markers selected at random will constitute a representative sample for each batch consisting of 10,000 markers or less. Forty markers will constitute a representative sample for lots consisting of more than 10,000 markers. The lot size shall not exceed 25,000 markers. However, if a batch represents less than 100 markers, the Engineer may delete sampling and may accept the markers based on certification of compliance and certified test results.
- k) Tolerances
 - (1) Three test specimens shall be randomly selected from the sample for each test except as noted in (i) above, and tested for compliance in accordance with these specifications. Should any one of the specimens fail to comply with the requirements of these specifications, additional samples consisting of double the number of samples originally taken will be tested. The failure of any one of these additional samples shall be cause for rejection of

the entire lot or shipment represented by the sample.

- (2) At the discretion of the Engineer, a resample may be taken consisting of double the number of samples originally taken. Tolerances for resamples shall be in the same ratio as specified above.

- 1) Packaging: Shipments shall be made in containers which are acceptable to common carriers and packaged in such a manner as to insure delivery in perfect condition. Any damaged shipments shall be replaced by the Contractor. Each package shall be clearly marked as to the name of the manufacturer, type, color, quantity enclosed, lot and/or batch number, and date of manufacture.

- b. Reflective Pavement Markers: Reflective pavement markers shall be of the prismatic reflector type consisting of a methyl methacrylate or suitably compounded acrylonitrile butadiene styrene (ABS) shell filled with a mixture of an inert thermosetting compound and filler material. The exterior surface of the shell shall be smooth and contain one or two methyl methacrylate prismatic reflector faces of the color specified.

The reflective lens shall not contain any voids or air space, and the back of the lens shall be metalized.

The shell shall be fabricated in a manner that will provide a mechanical interlock between the thermosetting compound and the shell. The thermosetting compound shall bond directly to the backside of the metallized lens surface.

The base of the marker shall be flat (the deviation from a flat surface shall not exceed 0.050 inch), rough textured and free from gloss or substances which may reduce its bond to the adhesive. The presence of a soft or resin-rich film on the surface of the base will be cause for rejection.

Reflective markers shall conform to the following requirements:

- 1) Optical Performance: The specific intensity of each reflective surface, when tested at 0.2 degree angle of divergence, shall not be less than the following specified values:

Specific Intensity			
	Clear	Yellow	Red
0° Incidence Angle	3.0	1.5	0.75
20° Incidence Angle	1.2	0.60	0.30

NOTE:

- a) Angle of Incidence. The angle formed by a ray from the light source to the marker and the normal to the leading edge of the marker face.
- b) Angle of Divergence. The angle formed by a ray from the light source to the marker and the returned ray from the marker to the measuring receptor.
- c) Specific Intensity. The mean candle power of the reflected light at a given incidence and divergence angle for each foot candle at the reflector on a plane perpendicular to the incidence light.

$$\frac{(R_L)(D^2)}{I_L} SI =$$

Where: SI = Specific Intensity

R_L = Reflected Light

I_L = Incident Light

D = Test Distance

- d) Test Method: The markers to be tested shall be located with the center of the reflecting face at a distance of 5 feet from a uniformly bright light source having an effective diameter of 0.2 inch. The photocell receptor width shall be 0.05 inch and shall be shielded to eliminate stray light. The distance from the center of the light source aperture to the center of the photocell shall be 0.21 inch. If a test distance of other than 5 feet is used, the source and receptor shall be modified in the same proportion as the test distance.
- 2) Color: The color of the reflectors when illuminated by an automobile headlight shall be an approved clear, yellow or red color as required. Off-color reflection will constitute grounds for rejection.

- 3) **Strength Requirements:** A random sample of 3 markers shall be selected for the load test. The marker shall support a minimum load of 2,000 pounds as applied in the following manner: The marker shall be centered, base down, over the open end of a vertically positioned hollow metal cylinder. The cylinder shall be 1-inch high, with an internal diameter of 3 inches and a wall thickness of 1/4 inch. A load necessary to break the marker shall be applied at a speed of 0.2 inch per minute to the top of the marker through a 1-inch diameter solid metal cylinder centered on the top of the marker. Failure shall consist of either:
 - a) Breakage or significant deformation of the marker at load of less than 2,000 pounds, or
 - b) Significant delamination of the shell and the filler material regardless of the load required to break the marker.
- 4) **Sampling:** Six markers will be selected at random from each batch for testing. However, if a batch represents less than 100 markers, the Traffic Engineer may delete sampling and may accept the markers based on certification of compliance and certified test results.
- 5) **Tolerances:** Should any one of the samples selected for strength testing fail to comply with the strength requirements of these specifications, six (6) additional samples will be tested. The failure of any of these additional six (6) samples will be cause for rejection of the entire lot or shipment represented by the samples.
- 6) **Packaging:** Shipments shall be made in containers which are acceptable to common carriers and packaged in such a manner as to insure delivery in perfect condition. Any damaged shipments shall be replaced by the Contractor. Each package shall be clearly marked as to the name of the manufacturer, color, type, lot number, quantity enclosed, and date of manufacture.

B. Adhesive for Pavement Markers

1. **General:** The adhesives shall be furnished as two components. The adhesives are described as Standard Set Type and Rapid Set Type.

All adhesives shall have a white "A" epoxy component and a black "B" curing agent component, each packaged separately. The mixing ratio of Component A to Component B shall be one-to-one by volume. The color of the material when mixed shall be approximately that of Color Nos. 26132 to 21652 of Federal Standard No. 595-A. The Standard Set Type is a compositional specification, together with test requirements. The Rapid Set Type is based on laboratory test requirements only. No volatile solvents or thinners shall be present in the epoxy adhesives requirements.

2. Properties of the Adhesives: The adhesive shall have the following properties:

a. Pot Life: The pot life shall be 12 minutes maximum and 7 minutes minimum for Standard Set Type and 5 minutes minimum for Rapid Set Type when tested as follows at $77^{\circ}\text{F} \pm 3^{\circ}\text{F}$: Mix equal volumes of Components A and B in an 8-ounce, unwaxed paper cut 2 inches $\pm 1/4$ inch at base to give a 170 grams ± 10 grams total mass. Mix 60 seconds ± 5 seconds before timing for pot life. Test with a tongue depressor with minimum stirring. Record the time the material becomes unusable as the pot life. With most materials this shall be approximately the time a hard lump forms in the center.

b. Shear Strength: When tested as follows, the shear strength shall be not less than 1,000 psi for Standard Set Type and 900 psi for Rapid Set Type.

Bond three concrete blocks 2 inch x 3-1/2 inch x 7 inch of 7-sack concrete together with the 7-inch sides parallel forming two areas of contact 3-1/2 inch x 3-1/2 inch by overlapping the blocks. The test specimen then has a base of two blocks and a second surface formed by the center block. Apply the adhesive to the contact surfaces and allow to cure for 24 hours at $77^{\circ}\text{F} \pm 3^{\circ}\text{F}$. Cap the base of the specimen with an approved capping compound and test at a load rate of 10,000 pounds per minute. A swivel type head must be used at the top of the testing press. Computations are based on a total area of 24.5 square inches (shear strength = total load/24.5).

c. Viscosity: The viscosity of each component when measured in a three-fourths filled standard round quart paint can shall be between 1.0×10^5 and 3.0×10^5 centipoises for Standard Set Type and 0.8×10^5 and 2.2×10^5 centipoises for Rapid Set Type when measured as follows: Stir the components vigorously for 30 seconds with a spatula. Remove entrained air by vigorously tamping and measure viscosity within 10 minutes after stirring. Use Brookfield Viscometer, Model RVT at 5.0 RPM with a Model C Brookfield Helipath Stand and Helipath TD Spindle having a crossarm length of 0.804 inch for Standard Set Type and T.E. Spindle for Rapid Set Type. Use weight included in spindle set. Component and ambient temperature is to be $77^{\circ}\text{F} \pm 3^{\circ}\text{F}$ at time of measurement. Reading shall be taken at approximately the center of the vertical travel of the spindle.

d. Viscosity--Shear Ratio:

$$\frac{\text{Viscosity at 0.5 RPM}}{\text{Viscosity at 2.5 RPM}}$$

This ratio shall be 2.0 minimum for Standard Set Type and 1.8 minimum for Rapid Set Type for Component A and 1.9 minimum for Component B. Take the above viscosities at the same time and conditions as in subsection (C) above.

e. Bond Strength

- 1) Clean a 4 inch x 4 inch area on a flat surface of a concrete block made with 7-sack concrete and having a tensile strength in excess of 250 psi.
- 2) Use the equipment and load described in California Test Method No. 420. Condition test equipment, concrete and epoxy at test temperature for 24 hours before test.
- 3) Mix adhesive on a tin plate with a trowel or spatula for 60 seconds ± 5 seconds. Immediately start timing, place adhesive on pipe cap and press firmly in place on concrete. Just before the required test time, insert the dynamometer hook into pipe cap.
- 4) After curing 3-1/3 hours for Standard Set Type and 25 minutes for Rapid Set Type at $77^{\circ}\text{F} \pm 3^{\circ}\text{F}$ measured from the end of the mixing period, the bond strength shall be at least 200 psi.

f. Weight per Gallon, Pounds at $77^{\circ}\text{F} \pm 3^{\circ}\text{F}$ (Standard Set Type).

Component A 11.5 - 11.8

Component B 11.7 - 12.1

Composition:

STANDARD SET TYPE	
Component A	Parts by Weight
Epoxy Resin ¹	100
Titanium Dioxide, TT-P-422, Type III or IV	7.31
Resin Grade Asbestos ²	5.00
Talc ³	37.64
Component B	
N-Aminoethyl Piperazine ¹	23.16
Nonylphenol ⁵	52.00
Carbon Black, TT-P-343, Form 1, Class B	0.22
Talc ³	77.37
Resin Grade Asbestos ²	1.00

¹Viscosity, 5-7 poises at 25°C (77°F); epoxide equivalent 175-195; Color (Gardner), 5 maximum; manufactured from epichlorohydrin and bisphenol A. The reactive diluent shall be butyl glycidyl ether.

²Specific gravity, grams per ml., 2.45; moisture content, % by weight, 2.0 maximum; surface area, square meters per gram, 60 approximately; reflectance, G.E. brightness, 72-76; nature of surface charge, electropositive (cationic); Ph in water, 9.5; bulking value, gallons per 100 lbs., 4.8; oil absorption (DOP), pound per 100 lbs., 120; refractive index, n_d 25°C (77°F), 1.54-1.56; wet bulk density in water, after dispersion, 2 grams per liter, settling after 1 hr., 100 ml. clear maximum; dry bulk density, pounds per cubic foot, 4.

³Percent passing U.S. No. 325 sieve, 94-96; maximum particle size, 70microns, oil absorption (Gardner-Coleman), 6-7 ml. per 20 grams; fineness in oil (Hegman) 1-2; specific surface, 0.5-0.6 square meter per gram; consistency (40% suspension in linseed oil) 55-60 KU.

⁴Color (ALPHA) 50 maximum; amine value 1250-1350 based on titration which reacts with the three nitrogens in the molecule; appearance clear and substantially free of suspended matter.

⁵Color (ALPHA) 50 maximum; hydroxyl number 245-255; distillation range, °C at 760 mm first drop 295 minimum, 5% 298 minimum, 95% 325 maximum; water, % (K.F.) 0.05 maximum.

g. Directions for use.

Any settling of fillers or pigments in Components A or B shall be completely re-dispersed to provide a homogeneous mix before the components are used. Just before use, Components A and B shall be mixed in a one-to-one ratio by volume.

When the Rapid Set Type adhesive is used, the components shall be mixed by a 2-component type automatic mixing and extrusion apparatus. The temperature of the Rapid Set Type adhesive shall be maintained at 65°F to 85°F before mixing. The temperature of the Standard Set Type adhesive shall be maintained at 60°F to 100°F before mixing. Any heating of epoxy adhesive shall be done by the application of indirect heat.

Packaging and Labeling of Adhesive: Each adhesive component shall be packaged in containers not larger than 5 gallons in volume. The containers shall be new steel, not less than No. 24 gage and shall otherwise meet Interstate Commerce shipping standards. Each container shall be clearly labeled with designation (Component A or B), type (Standard or Rapid Set), manufacturer's name, date of manufacture, batch number (a batch shall consist of a single charge of all components in a mixing chamber), directions for mixing, and the following warning:

CAUTION

This material will cause severe dermatitis if it is allowed to come in contact with the skin or eyes. Use gloves and protective creams on the hands. Should this material

contact the skin, wash thoroughly with soap and water. Do not attempt to remove this material from the skin with solvents. If any gets in the eyes, flush for 10 minutes with water and secure immediate medical attention.

Sampling: One quart sample of each of the components (A and B) from each batch will be sampled for testing.

Certification: The Contractor shall submit to the Engineer a certificate of compliance indicating that all types of adhesives conform to the requirements of the specifications.

C. Pre-Mixed Reflectorized White and Yellow Traffic Paint

1. General: Qualification of Reflectorized Traffic Paint: Only those traffic paints which have qualified in the latest completed prequalification tests conducted by the State Department of Transportation and having a Weighted Rating (W) of at least 6.5 for reflectorized white and 7.0 for reflectorized yellow at the completion of the road test will be permitted for use on this project. Quick dry paints shall not be used.

The phrase "latest completed prequalification tests" shall mean either those traffic paints which have been prequalified by the State Department of Transportation at the time this contract becomes effective or those traffic paints which have been listed by the State Department of Transportation as meeting the prequalification tests of the State Department of Transportation at the time the Contractor is doing pavement striping. The Traffic Engineer will furnish a list of prequalified traffic paints upon the request of the Contractor.

The Contractor may use other materials designed for pavement striping, such as adhesive striping, on temporary detours with the approval of the Traffic Engineer. Such materials shall meet the color and reflection requirements for traffic paints.

2. Pre-Mixed Reflectorized White and Yellow Traffic Paint

- a. General: The pre-mixed reflectorized white and yellow traffic paints shall be composed of a pigment binder and glass spheres and shall be suitable for use as traffic markings on concrete, bituminous macadam and asphalt concrete pavements. These paints shall be ready for use without any subsequent addition of glass spheres or solvent. The white paint shall be pure white and free from tint. The yellow paint shall be within the green and red tolerance limits when compared with U.S. Federal Highways Administration's "Standard Color Chips for Highways Signs."

The term "pre-mixed reflectorized" shall refer to the finished mixture of pigmented binder and glass spheres. The terms "pre-mixed compound" and "compound" shall mean the same thing. The term "binder" shall refer to the pigment and vehicle alone (not including glass spheres). The term "spheres" shall refer only to the glass spheres incorporated in the compound.

The pre-mixed reflectorized white and yellow traffic paints shall be mixed at the factory ready for immediate application, using spray machines without thinning, at the normal rate of application used for these purposes by the Department of Transportation Services.

The traffic paints shall be well-ground and mixed. The paints shall not exhibit any characteristics of skinning, settling, thickening, or livering. The paints shall be readily mixed to a uniform consistency, capable of being applied through the spray machine without clogging or causing other operational difficulties. The mixing of the paint shall be performed in the normal manner followed by the Department of Transportation Services.

The paint shall be capable of drying to an elastic adherent finish and shall not show appreciable discoloration with age. The volatile material shall have a minimum solvent action on asphalt and be of such character that any gums and nonvolatile components of the vehicle will entirely dissolve therein and not precipitate from the solution on standing. The paints shall be of such quality that a dry film thereof will not darken or otherwise discolor excessively when exposed to sunlight.

- b. Tests: In addition to the above-mentioned requirements, the pre-mixed reflectorized white and yellow traffic paints shall conform to the following requirements:
- 1) Composition: The composition, formulation, and milling of the paints shall in all respect be identical to the sample and manufacturer's certificate of formulation thereof submitted in accordance with the Department of Transportation Services' requirements.
 - 2) Consistency: This test shall be performed in accordance with ASTM D562. The paint, as received, shall have a consistency as determined by the Stormer Viscosimeter and expressed as Krebs units at 77°F between 75 and 90.
 - 3) Wet Hiding Power: When applied with a 0.008 inch Bird Film Applicator on Standard Mores Black and White Hiding Power Chart, Form 05, as supplied by the Leneta Company, P.O. Box 86, Ho-ho-kus, New Jersey 07423, the paint shall completely hide black.
 - 4) No Pickup Time: The paint shall be tested in accordance with ASTM D711, except that the wet film shall be applied to the glass with a 0.005 inch Bird Film Applicator. The drying time for no pickup shall be not less than 5 minutes or more than 40 minutes.)

- 5) Chemical Analysis: The Department of Transportation Services shall have the option to perform a chemical analysis of said paints to determine if the paints conform with the manufacturer's certificate of formulation and that they are identical with the sample of paint submitted for prequalification test under the latest "Notice to Prospective Bidders for Furnishing Traffic Paint." (The Department of Transportation Services retains the right to check formulation by any approved method.
- 6) Weight per Gallon: The paint supplied by the successful bidder shall be within ± 0.5 Department of Transportation Services prior to installation of materials.
- 7) Glass Spheres: The glass spheres used in the compound shall be colorless, clean and transparent, free from milkiness and air bubbles. Not more than 20 percent of the glass spheres shall be irregular or fused spheroids when tested in accordance with the method used by the Department of Transportation Services.
- 8) Glass Spheres Content: There shall not be less than 4.00 pounds of glass spheres per gallon of finished pre-mixed reflectorized traffic paint.
- 9) Gradation of Spheres: Glass spheres shall meet the following gradation when tested in accordance with ASTM D1214, using U. S. Standard Sieves:

Sieve Size	Percent Passing
#40	100
#50	90 - 100
#100	20 - 75
#200	0 - 15

- c. Packing: Marking and Batching: The paints shall be delivered in clean open-head steel drums. Each container shall bear a label with the following information shown thereon: Name and address of the manufacturer, shipping point, trademark or trade name, kind of paint, formula, number of gallons, date of manufacture and batch number.

All paint pails shall have a positive and permanent seal.

- d. Sampling and Testing: The Contractor shall furnish paint samples from each paint batch to an independent testing laboratory. At least two samples from each batch consisting of one quart each in sealed containers will be used for testing.

No paint shall be used or paid for except as authorized by the Traffic Engineer until laboratory tests (excluding the laboratory test for settling) are completed, or if the paint fails to meet the requirements of these specifications.

D. Preformed Pavement Markings

1. General: The preformed pavement marking tape shall consist of a film with glass beads on a conformable backing precoated with a pressure sensitive adhesive. The tape shall be capable of being adhered to asphalt concrete or Portland cement concrete without the use of heat, solvents or other additional adhesive means, and shall be immediately ready for traffic after application.

The size, quality and refractive index of the glass beads shall be such that the performance requirements as specified herein are met. The beads shall not be easily removed when the material surface is scratched with a thumbnail.

The preformed pavement marking tape shall contain selected pigments blended to provide standard highway colors of white or yellow. The tape shall maintain a uniform color under both daylight and night lighting conditions throughout its expected life.

Preformed works and symbols shall conform to the applicable shapes and sizes outlined in the latest edition of the FHWA publication, "Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD), as amended.

When stored in a cool, dry area indoors, the tape shall be suitable for use a minimum of one year after the date of purchase.

2. Classification: Preformed pavement marking tape shall be of various types and compositions and for applications as specified as follows:
 - a. Temporary Preformed Pavement Marking Tape: Temporary tape shall be capable of performing for the duration of a normal construction period and shall then be capable of being removed intact or in large pieces.
 - b. Permanent Preformed Pavement Marking Tape
 - 1) Type I permanent tape shall be durable and capable of performing as specified herein when subjected to a high traffic volume and severe wear conditions such as repeated shear action from crossover and stop, start, or turn movements. Removal should not be easy.
 - 2) Type II permanent tape shall be used for highway edge of pavement lines. The tape shall be capable of performing satisfactorily when subjected to low traffic volumes, less severe wear action than for Type I, and primarily free rolling traffic.

- 3) Type III permanent tape shall be used for symbols, legends and intersection markings such as stopbars and crosswalks in areas of high wear or as needed.
3. Reflectance: The films shall have the following initial minimum reflectance value of 0.2 degree and 0.5 degree observation angles and at an entrance angle of 86 degrees as measured in accordance with the testing procedure of Federal Test Method Standard 370. The photometric quantity to be measured shall be specific luminance (SL), and shall be expressed as millicandelas per square foot per foot candle (mcd/ft.²/fc).

INITIAL MINIMUM REFLECTANCE VALUE

		Specific Luminance (mcd/ft. ² /fc)			
		White		Yellow	
Observation Angle Classification		0.26°	0.5°	0.2°	0.5°
Temporary		1770	1270	1310	810
Permanent	Type I	550	380	410	250
	Type II	960	760	680	510
	Type III	550	380	410	250

The sample size shall be 2.0 feet x 2.5 feet and the test distance shall be 50 feet. The angular aperture of both the photoreceptor and light projector shall be 6 minutes of arc. The reference center shall be the geometric center of the sample, and the reference axis shall be taken perpendicular to the test sample.

4. Skid Resistance: The surface of the preformed pavement marking tapes shall provide an initial minimum skid resistance value of 45 BPN when tested in accordance with ASTM E303.
5. Temporary Preformed Pavement Marking Tape
 - a. Composition: The tape shall be a highly reflective, conformable, pliant polymer material intended for marking applications where removability is required.

The tape shall consist of a mixture of high quality polymer materials and pigments and shall not contain metallic foil. Glass beads shall be distributed throughout the pigmented area and in a reflective layer bonded to the top surface. The performance of the glass beads shall meet the durability and reflectance criteria specified herein.

The tape shall be reinforced with a non-metallic medium and shall be pre-coated with a pressure sensitive adhesive.

The tape shall be capable of adhering to roadway surfaces under climatic and traffic conditions normally encountered in the construction work zone. Newly applied tape shall be capable of being immediately exposed to traffic without pickup or distortion by vehicles.

- b. Thickness: The film without adhesive shall have a minimum thickness of 0.03 inch (0.76 mm).
- c. Removability: The tape shall be removable from asphalt cement concrete or Portland cement concrete, either manually or with a roll-up device, at temperatures about 40°F (4°C), and without the use of heat, solvents, grinding or sandblasting. The tape shall meet this requirement even after traffic exposure on transverse applications in accordance with the following:
 - 1) Time in place - 632 days
 - 2) ADT per lane - 9,000 (23% trucks, 3.5 axles/unit)
 - 3) Minimum axle hits - 13,000,000

6. Permanent Preformed Pavement Marking Tape

a. Type I

- 1) Composition: Tape shall consist of a mixture of high quality polymeric materials, pigments and glass beads, with a reflective layer of beads bonded to the top surface.
- 2) Thickness: The film without adhesive shall have a minimum thickness of 0.06 inch (1.52 mm).
- 3) Conformability and Patchability: The tape shall be conformable to pavement contours, breaks, faults, etc., through the action of traffic at normal pavement temperatures. Worn or missing areas shall be repairable with butt spliced patches of the same material.
- 4) Tensile Strength and Elongation: The tape shall have a minimum tensile strength of 40 pounds per square inch and minimum elongation of 75 percent at break when tested in accordance with ASTM D638. The sample size shall be 6 inches x 1 inch and shall be tested at a temperature between 70°F and 80°F with a jaw speed of 10 to 12 inches per minute.
- 5) Reflectivity Retention: Glass beads shall be strongly bonded and not easily removed by traffic. The tape shall be tested for reflectivity retention as follows:

- (a) A sample 2 inches x 6 inches shall be bent around a 1/2-inch diameter mandrel with the 2-inch dimension perpendicular to the mandrel axis. Examination of the area with 5x magnifier shall show less than 10 percent of the beads with 40 percent or less embedment in the binder.
- (b) Taber Abraser Simulation Test: Using a Taber Abraser with an H-18 wheel and a 125 gram load, a sample shall be tested for 200 cycles and then inspected with a magnifier of 5-power or larger.

No more than 15 percent of the beads shall be lost due to popout and bead erosion shall be the major mode of failure.

- 6) Effective Performance: The tape shall be neat and durable and shall not flow or distort due to temperature or vehicle impacts. The pliant polymer shall provide a cushioned, resilient substrate that shall reduce bead crushing and loss for the life of the marking. The film shall be weather resistant and shall show no appreciable fading, lifting or shrinkage throughout its usage. The tape shall show no significant tearing, roll back, or other signs of poor adhesion during its useful life which shall be a minimum of one year from the date of installation.

Immediately after application, the tape shall be capable of being impacted by vehicles without being picked up or distorted.

b. Type II

- 1) Composition: The retroreflective pavement marking material shall consist of glass beads embedded in a white or yellow film with a thin, flexible conformable backing which is precoated with a pressure sensitive adhesive.
- 2) Thickness: The film with adhesive shall have a minimum thickness of 0.025 inch (0.64 mm).
- 3) Abrasive Resistance: Samples of test material shall not wear through to the conformable backing surface in less than 400 cycles when tested in accordance to Federal Test Method Standard 141, Method 6192, except using an H-22 wheel and a 250 gm load.
- 4) Acid Resistance: The beads shall show resistance to etching, hazing or delamination of bead surface after exposure to a 1 percent solution of sulfuric acid. The test shall be performed as follows:

Soak one gram of beads in 100 cc of a 1 percent H₂SO₄ solution for 100 hours. Then decant the acid solution and dry the beads at 100°C. Microscopic examination of a sample of the beads shall show no more than 5 percent of the beads altered by the acid.

- 5) Reflectivity Retention: The requirements shall be as described in 6.a.5).
- 6) Effective Performance: The requirements shall be as described in 6.a.6).

c. Type III

- 1) Composition: The retroreflective pavement marking film shall consist of a mixture of high quality polymeric materials, pigments and glass beads distributed throughout its base cross sectional area, with a reflective layer of beads bonded to the top urethane wear surface. The edges of the preformed tape shall be clean cut and true.
- 2) Thickness: The film without adhesive shall have a minimum thickness of 0.06 inch (1.52 mm).
- 3) Conformability and Patchability: The tape shall be conformable to pavement contours, breaks, faults, etc., and worn or missing areas shall be repairable with the same materials in accordance with the manufacturer's instructions.
- 4) Tensile Strength and Elongation. The material shall have a minimum tensile strength of 350 pounds per square inch and a minimum elongation of 50 percent at break when tested in accordance to the provisions of ASTM D638. The sample size shall be 6 inches x 1 inch and shall be tested between 70-80°F with a jaw speed of 10 to 12 inches per minute.
- 5) Reflectivity Retention: The glass beads shall be strongly bonded and not be easily removed by traffic wear.

The predominant mode of failure shall be "wear down" of the beads at 200 cycles when no more than 15 percent of the beads shall be lost due to popout using a Taber Abraser with an H-18 wheel and a 125 gram load.

- 6) Glass Bead Retention: When a 2-inch x 6-inch (5.08 x 15.24 cm) sample is bent over a 1/2-inch diameter mandrel (with a 2-inch dimension perpendicular to the mandrel axis), microscopic examination of the area on the mandrel shall show no more than 10 percent of the beads with entrapment by the binder of less than 40 percent.
- 7) Installation: The markings shall be applied and tamped in accordance with the manufacturer's recommendations.

E. Reflective Thermoplastic Compound Pavement Markings

1. General: Reflective thermoplastic compound pavement markings shall be a substance, free of volatiles, which is machine applied to the pavement surface in a hot molten state and which, after cooling to the ambient temperature, and without polymerization or other chemical change, forms a traffic marking stripe of the quality and appearance as specified herein.

The material used shall be a product especially compounded for traffic markings.

The installed stripe shall not be slippery when wet.

The compound shall not deteriorate by contact with sodium chloride, calcium chloride, oil content of pavement materials, or from oil droppings from traffic.

In the plastic state, the material shall not give off fumes which are toxic or otherwise injurious to persons or property. The material shall not break down or deteriorate if held at the plastic temperature for a period of 4 hours, or by reason of four reheatings to the plastic temperature.

There shall be no obvious change in color of the material as a result of up to four reheatings, or from batch to batch.

To insure the best possible adhesion, the compound shall be installed in a melted state of a minimum temperature of 375°F, and the material shall not scorch or discolor if kept at temperatures between 380°F to 450°F for up to 4 hours.

The pigmented binder shall be well-dispersed and free from all skins, dirt, foreign objects, or such ingredients as will cause bleeding, staining, or discoloration.

After application and proper drying time, the material shall show no appreciable deformation or discoloration under local traffic conditions, and in an air and/or road temperature ranging from 0° to 120°F.

Under this specification, the term “drying time” shall be defined as the minimum elapsed time, after application, when the stripe shall have and retain the characteristics required by the preceding sections. In addition, the drying time shall be established by the minimum elapsed time after application, after which normal local traffic will leave no impression or imprint on the applied marking.

The drying time shall not exceed a characteristic straight line curve, the lower limits of which are 2 minutes at 50°F, the upper limits of which are 15 minutes of 90°F, both temperatures measured at a maximum relative humidity of 70 percent.

The stripe shall maintain its original dimensions and placement. The exposed surface shall be free from tack. Cold ductility of the material shall be such as to permit normal movement with the road surface without chipping.

The marking shall have a uniform cross section. Pigment shall be evenly dispersed throughout the material. The density and character of the material shall be uniform throughout its thickness.

The material shall not smear or spread under normal traffic conditions at temperatures below 120°F.

The filler to be incorporated with the resins or binders shall be a white calcium carbonate or equivalent filler.

The white thermoplastic shall have a pigment containing not less than 6 percent per Titanium Dioxide, and, after setting, shall be pure white, free from dirt or tint.

Yellow reflectorized thermoplastic compound shall be “Federal Yellow”.

The binder shall consist of a mixture of non-drying synthetic resins at least one of which is solid at room temperature. The total binder content of the thermoplastic compound shall be not less than 15 percent nor more than 35 percent by weight.

The material shall not change in its color and brightness characteristics after prolonged exposure to sunlight.

During manufacture, reflectorizing beads shall be mixed into the material to the extent of not less than 20 percent nor more than 50 percent by weight of the material. The beads that are applied to the surface of the material shall be automatically applied at a uniform rate of approximately 3 pounds of glass beads to every 100 square feet of line.

The glass beads used in the formulation shall have a refractive index of not less than 1.51 when tested by the liquid immersion method at 25°C (77°F) shall consist of 70 percent minimum by count of true spheres; shall be free from air inclusions; and shall have the following graduation:

U. S. Sieve Number	Percent Passing
30	90 -100
40	35 - 100
100	0 -10

Not less than 70 percent of the spheres shall meet the following requirements:

- a. The surface of the spheres shall be smooth, lustrous, and free from film scratch and pits.
- b. The spheres shall be clear and transparent and shall not be ovoid in shape or fused spheroids.

- c. The spheres shall show high autocollimating efficiency. Not more than 1 percent shall be black, amber, or milky.

The glass beads dropped on the applied marking shall have a refractive index of not less than 1.51 when tested by the liquid immersion method of 25°C (77°F) shall consist of 70 percent min. by count of true spheres; shall be free from air inclusion; and shall have the following gradation:

U. S. Sieve Number	Percent Passing
20	90 - 100
80	0 - 10

Not less than 70 percent of the spheres shall meet the following requirements:

- a. The surface of the spheres shall be smooth, lustrous, and free from film scratch and pits.
- b. The spheres shall be clear and transparent and shall not be ovoid in shape or fused spheroids.
- c. The spheres shall show high autocollimating efficiency. Not more than 1 percent shall be black, amber, or milky.

2. Specifications and Tests

a. Color

- 1) White: Initially white; as demonstrated by a standard color difference meter such as the Gardner Color Difference Meter manufactured by Gardner Laboratories, Inc., Bethesda, Maryland, the material shall show deviations from a magnesium oxide standard not greater than the following:

Scale Definition	Mag Oxide Standard Sample	
Rd Reflectance	100	70 minimum
a Redness-Greenness	0	-5 to +5
b Yellowness-Blueness	0	-10 to +10

- 2) Yellow: Initially yellow; equal to standard color chips using Federal test method standard 141 Method 4252.

- b. Color Retention: The retention of the initial color shall be determined as follows: Specimens shall be prepared and tested from the samples submitted

in accordance with ASTM D620-57T, "Tentative Method of Test for Colorfastness of Plastics." The ultraviolet light source shall be as specified from the test procedure or optionally may be a General Electric 275 watt sunlamp bulb, type RS, with built-in reflector. After 100 hours of exposure, specimens shall show no perceptible color change when compared visually with an unexposed specimen.

- c. Water Absorption: Material shall have not more than 0.5 percent by weight of retained water, when tested by ASTM D570, procedure a.
- d. Softening Point: Material shall have a softening point of not less than 90°C (194°F), as determined by ASTM E28.
- e. Specific Gravity: Specific gravity of compound at 25°C (77°F) shall be from 1.9 to 2.5.
- f. Impact Resistance: The impact resistance shall not be less than 15-inch-pounds at 77°F after the material has been heated for 4 hours at 400°F and cast into bars of 1-inch cross sectional area and 3 inches long and placed with 1-inch extending above the vise in a cantilever beam (Izod Type) tester using the 25-inch pound scale. See ASTM D256 for description of this instrument.
- g. Bond Strength: When two concrete blocks 2 inches by 3-1/2 inches by 7 inches are cemented together on the 3-1/2 inch by 7-inch faces with a 1/16 to 1/8-inch layer of the thermoplastic traffic line material and tested according to ASTM C321, the bond strength shall not be less than 150 pounds square inch.
- h. Indentation Resistance: The reading of the Shore Durometer, Type A, as described in ASTM D2240 after 15 seconds shall not be less than the amounts herein designated when the material is tested after heating for 4 hours at 400°F, and cooled to the following temperatures:

Temperature	Reading
115°F	65
77°F	95
40°F	95

- 3. Packaging: Each unit container shall be clearly and adequately marked to indicate the color of the material, the process batch number or similar manufacturer's identification, the manufacturer's name and location of plant, and the date of manufacture.

The material shall be delivered to a designated area in unit containers as processed by the manufacturer. Each unit container when filled shall weigh no less than 24 lbs. or more than 52 lbs.

4. Warranty: Thermoplastic compound pavement marking material furnished and installed under this specification shall be guaranteed by the Contractor against failure due to poor adhesion resulting from defective materials or methods of application.

For approved pavements carrying 30,000 vehicles per day or less, the successful bidder shall guarantee to replace, without cost to the Department, that part of the pavement markings installed under this contract which, in the opinion of the Construction Manager, has not remained to perform useful service as follows:

a. Stop Lines:

90 percent of the total of any one intersection for one year.
75 percent of the total of any one intersection for 2 years.
50 percent of the total of any one intersection for less than 3 years.

b. Lane Lines, Edge Lines, and Center Lines:

90 percent of a unit for one year.
80 percent of a unit for 2 years.
60 percent of a unit for 3 years.

(A "Unit" is defined as any length of highway having installed thereon 2,000 linear feet of line of specified width in any combination or pattern.)

The replacement material installed under this guarantee shall be guaranteed the same as the original material, from the date of the original installation.

5. Equipment: The material shall be applied to the pavement by an extrusion method wherein one side of the shaping die is the pavement and the other three sides are part of the equipment.

The equipment shall provide continuous mixing and agitation of the material. Conveying parts of the equipment shall be constructed to pavement accumulation and clogging. All parts of the equipment which come in contact with the material shall be easily accessible and exposable for cleaning and maintenance.

All mixing and conveying parts including the shaping die shall maintain the material at the plastic temperature.

The equipment shall assure continuous uniformity in the dimensions of the stripe. The thickness of the material on the pavement shall be no less than 3/32 inch and no more than 3/16 inch measured as an average in any 3-foot length.

The applicator shall cleanly cut off square stripe ends and shall be capable of applying "skip" lines. The use of pans, aprons or similar appliances which the die overruns will not be permitted.

Beads applied to the surface of the completed stripe shall be applied by an automatic bead dispenser attached to the liner in such a manner that the beads are dispensed almost instantly upon the completed line. The bead dispenser shall be equipped with an automatic cutoff control synchronized with the cutoff of the thermoplastic material.

The equipment shall be constructed to provide for varying die widths to produce varying widths of traffic markings.

A special kettle shall be provided for melting and heating the composition. The kettle shall be equipped with an automatic thermostatic control device so that heating can be done by controlled heat transfer liquid rather than direct flame, to provide positive temperature control and prevent overheating of the composition.

The applicator and kettle must be equipped and arranged to satisfy the requirements of the National Fire Underwriters.

The applicator shall be mobile and maneuverable to the extent that straight lines can be followed and normal curves can be made in a true arc.

The applicator shall be capable of containing a minimum of 125 pounds of molten material.

6. Application: The Contractor shall clean off dirt, blaze, paint, tape and grease where necessary and as directed by the Engineer.

The material may be installed in variable widths from 2 inches to 12 inches.

On pavements containing less than 6 percent bituminous asphalt and on all concrete pavements, the Contractor shall prestripe the application area with a binder material as recommended by the manufacturer.

The compound shall be installed in a melted state at temperatures of 380°F to 450°F.

The minimum installed thickness of the line as viewed from a lateral cross section shall be not less than 3/32nds of an inch at the edges, nor less than 1/8th of an inch in the center. The measures shall be taken as an average throughout any 36-inch section of the line.

The new line when applied over an old line of compatible material shall bond itself to the old line in such a manner that no splitting or separation takes place during its useful life.

The finished lines shall have well-defined edges and be free of waviness.

PART 3 - EXECUTION

- 3.01 **GENERAL:** Pavement markers and markings shall be applied to surfaces that have been thoroughly cleaned and are free of dirt, dust, curing compound, grease, oil, moisture, loose aggregates, unsound layers and any other material which would adversely affect the bond of the adhesive or paint.

In the installation of pavement markers, the cleaning of asphalt concrete surfaces shall be by blast cleaning. Clean, newly placed asphalt concrete need not be blast cleaned unless the surface contains an abnormal amount of asphalt or the surface is contaminated with dirt, grease, oil or any other material which would adversely affect bonding.

Unless otherwise specified, the Contractor shall establish control points, satisfactory to the Traffic Engineer, spaced at intervals that will insure accurate location of pavement markers and striping. Markers, paints and tape shall not be applied when moisture or foreign matter is present on the pavement surface or when wind conditions are such as to cause dust to be deposited on the prepared areas or to prevent satisfactory application of the marker adhesive or paint.

The Contractor shall paint temporary guidelines and outline of arrows, legends and crosswalks with a 2-inch wide brushed line on the day the roadway is opened to traffic which shall be approved by the Traffic Engineer before permanent lines are painted.

The Contractor shall furnish and place all warning and directional signs necessary to direct and control the traffic during marker installation or the striping operations. Warning signs shall be set up before the beginning of each operation and extra signs shall be kept well ahead of the marking or painting equipment.

The Contractor shall install all markers and apply all pavement striping before opening roadways to public traffic except that when connections to existing pavements are made or when temporary detours carry public traffic, the Contractor shall mark or stripe the connecting pavements on the day that the roadway is open to traffic.

If it is necessary to run public traffic over roadways soon after paving, the Contractor shall paint, on the day of each day's paving, temporary guide dashes at the traffic stripe or marker location on the pavement, as guidance for drivers, until the permanent markings can be placed. The Contractor shall maintain and repaint, if necessary, all temporary markings until the permanent striping and/or markers are installed. This work shall be considered incidental to the items of paving, pavement markers and/or pavement striping, and no separate payment will be made thereof.

Permanent pavement markers, striping and markings shall be applied no sooner than 7 calendar days nor later than 14 calendar days after completion of the pavement.

- 3.02 **PAVEMENT MARKERS:** Unless otherwise ordered in writing by the Traffic Engineer, markers shall be cemented to the pavement with Standard Set Type adhesive. If ordered by the Traffic Engineer, the Contractor shall use Rapid Set Type adhesive for the Standard Set Type adhesive at no extra cost to the State of Hawaii.

If the Contractor uses Rapid Set Type adhesive, he shall submit samples of the markers and Rapid Set Type adhesive proposed for use to the Traffic Engineer, for testing and approval, at least 10 days before the date of its intended use.

The adhesive shall be placed uniformly on the cleaned pavement surface or on the bottom of the marker in a quantity sufficient to result in complete coverage of the area of contact of the marker with no voids present and with a slight excess after the marker has been pressed in place. The marker shall be placed in position and pressure applied until firm contact is made with the pavement. Excess adhesive around the edge of the marker, excess adhesive on the pavement, and adhesive on the exposed surfaces of the markers shall be immediately removed. Soft rags moistened with mineral spirits conforming to Federal Specification TT-T-291E or kerosene may be used, if necessary, to remove adhesive from exposed faces of pavement markers. No other solvent shall be used. The marker shall be protected against impact until the adhesive has hardened to the degree designated by the Traffic Engineer.

The adhesive requires that the mixing operation and placing of the markers be done rapidly. When hand mixing or machine mixing the Standard Set Type adhesive, all markers shall be aligned and pressed into place within 5 minutes after mixing is started. When hand mixing Standard Set Type adhesive, not more than one quart shall be mixed at one time. Any mixed batch which becomes viscous so that the adhesive cannot be readily extruded from under the marker on application of slight pressure shall not be used.

When the Rapid Set Type adhesive is used, the components shall be mixed by a two component type automatic mixing and extrusion apparatus, the markers shall be placed within 60 seconds after the adhesive has been mixed and extruded and no further movement of the marker will be allowed.

Automatic mixing equipment for the epoxy adhesive shall use positive displacement pumps and shall properly meter the components in the specific ratio, ± 5 percent by volume of either component. At the beginning of each day and at any other time ordered by the Traffic Engineer, the ratio shall be checked by the Contractor in the presence of the Traffic Engineer. This check shall be made by disconnecting the mixing heads, or using suitable bypass valves, and filling two suitable containers with the unmixed components. The mixing head shall properly mix two components so that there is no trace of black or white streaks in the mixed material.

The Standard Set Type adhesive shall not be used when either the pavement or the air temperature is less than 50°F. The Rapid Set Type adhesive shall not be used when either the pavement or the air temperature is less than 30°F. No markers shall be installed if the relative humidity of the air is greater than 80 percent or if the pavement is not surface dry. The Traffic Engineer shall be the judge as to when the adhesive has set sufficiently to bear traffic. The following table (next page) may be used as a guide; however, the times shown may vary, depending upon field conditions:

TIME TO BEAR TRAFFIC		
Temperature* (°F)	Standard Set Type (Hours)	Rapid Set Type (Minutes)
100	1-1/2	15
90	2	20
80	3	25
70	4	30
60	5	35
50	7	45
40	No Application Below 50°F	65
30		85
		No Application Below °F

*The temperature indicated is either pavement surface or air temperature, whichever is lower. The hardness of the rim of epoxy around the marker shall not be used as an indication of the degree of cure of the epoxy under the marker.

Types “A” pavement markers that are used to delineate 10-foot lane stripes shall be installed in sets of four markers as called for on the plans. Installation of fractional sets (i. e., one, two or three markers) will not be permitted. The length of the 10-foot stripe and 30-foot gap may vary ± 1 foot to properly distribute the spacing of stripes.

No pavement markers shall be installed over longitudinal or transverse joints of the pavement surface.

- 3.03 **PAVEMENT STRIPING AND MARKINGS:** Pavement striping and markings shall be of the length, width and placement specified and shall conform to the Department of Transportation Services’ Standards.

Traffic paint shall be applied at a nominal film thickness of 0.015 inch, utilizing a wheeled, hand or self-propelled applicator machine. The traffic paint applicator machine shall have appropriate shields of nozzle controls which will permit sharp pavement stripe definition. The traffic paint applicator machine shall have an air stream nozzle which can direct compressed air immediately before the area of paint application for the purpose of cleaning the pavement prior to paint application.

Pavement arrows, legends, and crosswalks shall be applied with appropriate templates (refer to “Traffic Standards Manual” of the Department of Transportation Services, dated July 1976).

No stripe shall be less than the specified width. No stripe shall exceed the specified width by more than 1/2 inch. The length of the 10-foot painted segment for skip stripe may vary ± 1 foot and the 30-foot gap between segments may vary ± 1 foot. The alignment of the stripe shall not deviate from the intended alignment by more than 1 inch on tangents and on curves up to and including one degree.

On curves exceeding one degree, the alignment of the stripe shall not deviate from the intended alignment by more than 2 inches.

When necessary to correct a deviation which exceeds the permissible tolerance in alignment, that portion of the stripe so affected shall be removed plus an additional 30 feet in each direction, and a new stripe then provided in accordance with these specifications.

All stripes, segments of stripes and markings shall present a clean cut, uniform appearance. All striping and markings which fail to meet the requirements specified herein, or are marred or damaged by traffic or from other causes, shall be corrected prior to acceptance by the City at the Contractor's expense. All misted areas, dripped and spattered paint shall be removed to the satisfaction of the Construction Manager.

The freshly painted stripe shall be protected by cones or other satisfactory devices until the traffic paint is dry and will not transfer to car tires. All stripes damaged by traffic, or pavements marked by traffic crossing wet paint, shall be repaired or corrected as specified below.

The Contractor shall submit to the Traffic Engineer test specimens as requested. Test films shall be applied to a suitable plane rigid surface. The area shall be of sufficient size to permit film thickness measurement to be made at least 1 inch from any edge.

- 3.04 REMOVING EXISTING PAVEMENT MARKERS, STRIPING AND MARKINGS: Existing pavement markers shall be removed by methods that cause the least possible damage to the pavement or surfacing.

Where specified on the plans and/or directed by the Traffic Engineer, existing pavement striping and markings shall be removed to the fullest extent possible by methods that will not materially damage the surface or texture of the pavement, or leave impressions on the roadway that could be confused with permanent striping during inclement weather or night driving conditions. Any damage to the pavement or surfacing caused by the removal operations shall be repaired by the Contractor at his expense by methods acceptable to the Traffic Engineer.

Painting over the existing striping and markings will not be permitted. Burning off existing striping and markings will be permitted using an approved method using excess oxygen.

Sand or other material deposited on the pavement as a result of removing pavement markers, traffic striping and markings shall be removed as the work progresses. Accumulation of sand or other material which may constitute a hazard to traffic will not be permitted.

Extraneous traffic striping and markings shall be removed before any change is made in the traffic pattern.

- 3.05 PREFORMED PAVEMENT MARKING TAPE: Preformed pavement marking tape may be applied manually or with the tape applicators approved by the tape manufacturer. All markings shall be applied in accordance with the tape manufacturer's recommendations and as specified herein.

The Contractor shall install permanent preformed pavement marking tape only at the locations shown on the plans and as specified herein.

Preformed pavement marking tape shall not be applied over other markings or old paint. The Contractor shall remove all old markings and otherwise prepare the surface for tape application as specified.

The minimum temperatures for the application of preformed pavement marking tape shall be 60° F (15°C) for air and 70°F (21°C) for roadway surfaces, with both temperatures rising. The maximum temperature shall be 150° F (66°C) for roadway surfaces.

The Contractor shall prime existing roadway surfaces with an approved primer immediately prior to the application of permanent preformed pavement marking tape. The Contractor shall apply the primer as recommended by the tape manufacturer and as directed by the Construction Manager.

The Contractor may use tapes of different widths to form a specified stripe width (i. e., two 4-inch wide tapes may be used to form an 8-inch wide stripe); however, 12-inch wide stripe shall be of a single width and payment shall be made for the specified stripe width as shown on the plans and called for in the bid form.

The Contractor shall use butt splices only and shall not overlap the tape material.

All markings shall be thoroughly tamped with approved mechanical tampers. Additionally, the Contractor shall slowly drive on the newly applied markings several times with a truck.

All areas marked with preformed pavement marking tape shall be ready for traffic immediately after application.

- 3.06 REMOVAL OF TEMPORARY TAPE TRAFFIC MARKINGS: The Contractor shall remove all temporary tape striping placed to delineate traffic lanes, crosswalks, stop bars, etc., prior to the laydown of the finish asphalt concrete mix #4 layer.

- 3.07 METHOD OF MEASUREMENT: Pavement markings will not be measured.

Lane striping will be measured.

Pavement markers will not be measured.

Pavement arrows, legends and words will be measured as complete units of the type and design specified on the plans and in the bid form.

- 3.08 BASIS OF PAYMENT: The accepted quantities of the various types of pavement markers will be paid for at the contract lump sum price complete in place. The price includes full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved, in furnishing and placing pavement markers complete in place, as shown on the plans, as specified herein or as directed by the Engineer.

Pavement striping, including pavement markings such as stop lines (or stop bars), will be paid for at the lump sum price bid in the bid form which price shall be full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in furnishing and installing traffic pavement striping complete in place as shown on the plans, including the removal of existing extraneous paint or paint stripe, as specified herein or as directed by the Engineer.

The quantity of pavement striping noted in the bid form is based on the striping plan. If the completed work deviates from the striping plan, the unit price for the adjusted striping work will be determined by dividing the lump sum price bid in the bid form by the quantity noted in the bid form. The lump sum price bid will be adjusted by the amount determined by multiplying the above unit price by the length of striping added or deleted. The adjusted striping work will be measured as follows: pavement stripes 12 inches or less in width (including between line spacing) will be measured as a single stripe; pavement stripes over 12 inches wide will be measured as two stripes; and the unpainted spaces, up to 25 feet, between painted stripe segments will be included in the measurement.

The accepted quantities of pavement arrows, legend and words will be paid for at the contract unit price per each as indicated in the bid form, in place complete.

The contract price shall be full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved as shown on the plans, as specified herein or as directed by the Construction Manager.

Removal of existing pavement markings and markers shall be considered incidental to the various payment items.

Removal of existing pavement markings and markers shall be paid for at the lump sum price bid in the bid form which price shall be full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in removal in place as shown on the plans.

END OF SECTION

SECTION 02713 – POTABLE WATER SYSTEM

PART 1 – GENERAL

- 1.01 GENERAL CONDITIONS: The General Conditions and Special Conditions preceding these specifications shall govern this section of the work.
- 1.02 WORK INCLUDED: Furnish all labor, materials, tools, equipment and related items necessary to complete, in place, the potable water system in conformity with the dimensions, profiles, sections, and details shown on the plans. Work shall be governed by the Water System Standards, Department of Water Supply, County of Hawaii, et al., State of Hawaii, 2002,” hereinafter referred to as the DWS Standards.

PART 2 – PRODUCTS

- 2.01 MATERIALS: All materials shall conform to the DWS Standards. Water mains shall be Ductile Iron, Class 52. Fittings shall be Class 350 ductile iron with mechanical joints. Gate valves and butterfly valves shall be cast iron, Class 150 and Class 250, respectively, with mechanical joints.
- 2.02 MECHANICAL JOINT RESTRAINT: Restraint devices for nominal pipe sizes 3 inch through 48 inch shall consist of multiple gripping wedges incorporated into a follower gland meeting the applicable requirements of ANSI/AWWA C110/A21.10. The devices shall have a working pressure rating of 350 psi for 3-16 inch and 250 psi for 18-48 inch. Ratings are for water pressure and must include a minimum safety factor of 2 to 1 in all sizes. Mechanical joint restraint shall be Megalug Series 1100 produced by EBAA Iron Inc. or approved equal.

PART 3 – EXECUTION

- 3.01 INSTALLATION: The installation, testing, disinfection and acceptance of water lines shall be governed by the DWS Standards.

The Contractor shall be responsible for precisely laying out the various utility lines shown on the contract plans as provided elsewhere in these specifications. The location shown on the contract plans of the various existing utility lines which the new lines are to cross over or under or connect to were determined on the basis of the best information available; however, no assurance can be provided that the actual locations will be precisely as shown on the contract plans.

In performing all work, the Contractor shall exercise due care and caution necessary to avoid any damage to and impairment in the use of any existing utility lines. Any damage inflicted on existing lines resulting from the Contractor's operations shall be immediately repaired and restored as directed by the Engineer at the Contractor's expense.

Connections to or the lowering or relocation of existing mains shall be done by the Contractor in accordance with the DWS Standards. The Contractor shall furnish all necessary pipe, fittings, appurtenances and other incidental materials.

Trenching, pipe cushion and backfilling for the water main shall be in accordance with the DWS Standards.

The Contractor shall coordinate the connection of the new water line with the Engineer. The Contractor shall inform the Engineer a minimum of one week prior to the date of the actual connection. The inverts shown on the plans are approximate only, and the Contractor shall adjust the slope of the new water line as necessary to construct a fully functional and acceptable system. The Contractor shall ensure that all piping, fittings, materials, tools, equipment and incidentals are at the site and ready for connection.

END OF SECTION

SECTION 02721 – STORM DRAINAGE SYSTEM

PART 1 – GENERAL

- 1.01 GENERAL CONDITIONS: The General Conditions and Special Conditions preceding these specifications shall govern this section of the work.
- 1.02 WORK INCLUDED: Furnish all labor, materials, tools, equipment and related items necessary to complete, in place, the storm drainage system in conformity with the dimensions, profiles, sections, and details shown on the plans. Work relating to drainpipes and drainage structures shall be governed by the following sections of the Standard Specifications:
- | | |
|---|------------|
| Trench Excavation and Backfill..... | Section 11 |
| Drain Pipes..... | Section 24 |
| Drain Manholes..... | Section 25 |
| Catch Basins and Storm Water Inlets | Section 26 |
| Concrete Structures..... | Section 40 |
- 1.03 CONTRACTOR SUBMITTALS: Shop drawings shall be submitted for precast manholes, catch basins and storm water inlets.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. Storm Drain Line: HDPE, ANSI/AWWA C-906.
- B. Materials for the storm drainage system shall be in accordance with the sections of the Standard Specifications noted hereinbefore.

PART 3 – EXECUTION

- 3.01 INSTALLATION: Install the storm drainage system in accordance with applicable sections of the Standard Specifications noted hereinbefore and the Section 603 – Culverts and Storm Drains, Standard Specifications for Road, Bridge, and Public Works Construction.
- 3.02 The Contractor shall be responsible for precisely laying out the storm drain lines and culverts shown on the contract plans. The location shown on the contract plans of the various existing utility lines which the new lines are to cross over or under or connect to were determined on the basis of the best information available; however, no assurance can be provided that the actual locations will be precisely as shown on the contract plans.
- 3.03 In performing all work, the Contractor shall exercise due care and caution necessary to avoid any damage to and impairment in the use of any existing utility lines. Any damage inflicted on existing lines resulting from the Contractor's operations shall be immediately repaired and restored as directed by the Engineer at the Contractor's expense.

END OF SECTION

SECTION 02840 - TRAFFIC SIGNS

PART 1 - GENERAL

- 1.01 GENERAL CONDITIONS: The General Conditions preceding these specifications shall govern this section of the work.
- 1.02 WORK INCLUDED: Furnish all materials, labor and equipment required to accomplish the installation of all traffic signs as indicated on the plans and specified herein.
- 1.03 SUBMITTALS: A list of component parts indicating the description of each part, the material from which it has been fabricated (including ASTM numbers where applicable) and a statement certifying compliance to the material specification.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Asbestos Prohibition: No asbestos containing materials or equipment shall be used under this section. The Contractor shall ensure that all materials and equipment incorporated in the project are asbestos-free.
- B. Materials shall be in accordance with Section 621 -Traffic Control Signs of the State Standard Specifications, except as shown on the plans or amended in the specifications herewith.

PART 3 - EXECUTION

- 3.01 INSTALLATION: Installation of signs shall be in accordance with Section 621 - Traffic Control Signs of the State Standard Specifications, except as shown on the plans or amended in the specifications herewith.

END OF SECTION

DIVISION 3 - CONCRETE

SECTION 03300 - CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

- 1.01 GENERAL CONDITIONS: The General Conditions and Special Conditions preceding these specifications shall govern this section of the work.
- 1.02 WORK INCLUDED: Cast-in-place concrete and reinforcing steel for concrete slabs and footings. Work shall be in conformance to Section 39 - Portland Cement Concrete and Section 48 - Reinforcing Steel of the Standard Specifications.
- 1.03 QUALITY ASSURANCE
- A. Codes: Comply with the provisions of the following codes, specifications and standards, except as otherwise shown or specified.
 - 1. Concrete Reinforcing Steel Institute, "Manual of Standard Practice"
 - 2. ACI 318 "Building Code Requirements for Reinforced Concrete"
 - 3. ACI 304, "Recommended Practice for Measuring, Mixing, Transporting, and Placing Concrete"
 - 4. ACI 311, "Recommended Practice for Concrete Inspection"
 - B. Concrete Testing Service
 - 1. The Contractor will employ, at his own expense, a testing laboratory experienced in the testing of concrete materials and mixes to perform material evaluation tests. This laboratory shall be the official testing agency for this project.
 - 2. Materials and installed work may require testing and retesting, as directed by the Engineer, at any time during the progress of the work. Allow free access to material stockpiles and facilities at all times. Test, if not specifically indicated to be done at the Department's expense, including the retesting of rejected materials and installed work, shall be done at the Contractor's expense.
 - 3. Tests shall comply with ASTM Standards whenever applicable.

PART 2 - PRODUCTS

2.01 CONCRETE MATERIALS

- A. Portland Cement: ASTM C150, Type I
- B. Aggregates: ASTM C33
 - 1. Fine Aggregates: Clean, sharp, natural sand or rocksand as manufactured locally

free from loam, clay, lumps or other deleterious substances.

2. Coarse Aggregates: Clean, uncoated, processed aggregate containing no clay, mud loam or foreign matter.

C. Reinforcing:

1. ASTM A615-51, Grade 60
2. ASTM A185, galvanized welded wire fabric

2.02 CONCRETE ADMIXTURES

- A. Air-Entraining Admixtures: ASTM C260
- B. Water-Reducing Admixtures: ASTM C494, Type D
- C. Set Control Admixtures: ASTM C494, as follows:
 1. Type B, retarding
 2. Type D, water-reducing and retarding
- D. Calcium Chloride: Do not use calcium chloride in concrete.

2.03 PROPORTIONING AND DESIGN OF MIXES

- A. Prepare design mixes for each type of concrete; 28-day compressive strengths shall be 3,000 psi (Class A); 2,500 psi (Class B); 2,000 psi (Class C) and in the Standard Specifications.
- B. Proportion mixes by either laboratory trial batch or field experience methods, using materials to be employed on the project for each class of concrete required.
- C. Unless otherwise noted, Class A concrete shall be used for all electrical ducts, reaction blocks, slabs and walls; Class B concrete for curb and gutter, and sidewalk applications.

2.04 JOINT MATERIALS

- A. Premolded Joint Fillers: Premolded material of specified thickness composed of fiberboard impregnated with asphalt.
- B. Joint Sealing Compound: Tremco Butyl Sealant or approved equal.
- C. Epoxy-Resin Bonding Agent: Two component, mineral filled epoxy polysulfide polymer complying with FS MMM-G-650, Type I or Type II, Grade A.

- 2.05 MOISTURE BARRIER: Provide moisture barrier over prepared base material where shown on plans. Use only materials which are resistant to decay when tested in accordance with ASTM E154, as follows: Polyethylene sheet not less than 6 mils thick.

2.06 CURING MATERIALS

- A. Curing compounds for membrane curing shall conform to ASTM C309.
- B. Liquid Curing - Hardening Compound: Aqueous solution of sodium silicate with non-acid penetrating agent, reacting chemically with free lime in concrete to form a hard, non-dusting surface which will not inhibit bonding with future finishes. Products offered by manufacturers to comply with the requirements for liquid curing hardening compounds include the following:
 - 1. Demicon: Castle Chemical Corp.
 - 2. Eucosil: Euclid Chemical Co.
 - 3. Chem Hard: L&M Construction Chemicals

2.07 EPOXY GROUT: Manufactured grout with built-in bonding material subject to approval of the Engineer.

PART 3 - EXECUTION

3.01 PREPARATION: Pre-Placement Inspection -- Before placing concrete, inspect and complete the formwork installation, reinforcing steel, and items to be embedded or cast in. Notify other crafts involved in ample time to permit the installation of their work; cooperate with other trades in setting such work, as required.

3.02 CONCRETE PLACEMENT

- A. General: Place concrete in compliance with the practices and recommendations of ACI 304 and as herein specified.
 - 1. Deposit concrete continuously or in layers of such thickness that no concrete will be placed on concrete which has hardened sufficiently to cause the formation of seams or planes of weakness within the section. If a section cannot be placed continuously, provide construction joints as herein specified. Perform concrete placing at such a rate that concrete which is being integrated with fresh concrete is still plastic. Deposit concrete as nearly as practicable to its final location to avoid segregation due to rehandling or flowing. Do not subject concrete to any procedure which will cause segregation.
 - 2. Screen concrete which is to receive other construction to the proper level to avoid excessive skimming or grouting.
 - 3. Do not use concrete which becomes non-plastic and unworkable, or does not meet the required quality control limits, or which has been contaminated by foreign materials. Do not use retempered concrete. Remove rejected concrete from the project site and dispose of it in an acceptable location.
- B. Concrete Conveying
 - 1. Handle concrete from the point of delivery and transfer to the concrete conveying equipment and to the locations of final deposit as rapidly as practicable by

methods which will prevent segregation and loss of concrete mix materials.

2. Provide mechanical equipment for conveying concrete to ensure a continuous flow of concrete at the delivery end. Provide runways for wheeled concrete conveying equipment from the concrete delivery point to the locations of final deposit. Keep interior surfaces of conveying equipment, including chutes, free of hardened concrete, debris water, and other deleterious materials.

C. Placing Concrete Slabs

1. Deposit and consolidate concrete slabs in a continuous operation, within the limits of construction joints, until the placing of a panel or section is completed.
2. Consolidate concrete during placing operations using mechanical vibrating equipment, so that concrete is thoroughly worked around reinforcement and other embedded items and into corners.
3. Bring slab surfaces to the correct level with a straightedge and strike off. Use bull floats or darbies to smooth the surface, leaving it free of humps or hollows. Do not sprinkle water on the plastic surface. Do not disturb the slab surfaces prior to beginning finishing operations.
4. Maintain reinforcing steel in the proper position continuously during concrete placement operations.

- D. Dowel installation where shown. Prepare for bonding of dowels and anchors to existing concrete by using drilled holes and a two-component epoxy which is manufactured for this specific purpose. Install in accordance with manufacturer's requirements to develop strength of dowels.

3.03 CONCRETE SLAB FINISHES

Slabs: Finish by tamping the concrete to force aggregate away from the surface and screen at the proper level. Float the surface and lightly trowel. When concrete has set sufficiently to ring under the trowel, give a second troweling to produce a smooth, dense surface free from trowel marks and sweeps, air bubbles or other imperfections of troweling.

3.04 CONCRETE CURING AND PROTECTION

A. General

1. Protect freshly placed concrete from premature drying and excessive cold or hot temperature, and maintain without drying at relatively constant temperature for the period of time necessary for hydration of the cement and proper hardening of the concrete.
2. Start initial curing as soon as free moisture has disappeared from the concrete surface after placing and finishing. Weather permitting, keep continuously moist for not less than 72 hours.

3. Begin final curing procedures immediately following initial curing and before the concrete has dried. Continue final curing for at least 7 days and in accordance with ACI 301 procedures. Avoid rapid drying at the end of the final curing period.

B. Curing Methods

1. Perform curing of concrete by moist curing, or by moisture retaining cover curing, by membrane curing, or by combinations thereof, as herein specified for a continuous period of 14 days.
2. Liquid Curing-Hardening Compound: Apply to horizontal surfaces when concrete is dry to touch by means of power spray, hand spray, or hair broom in accordance with manufacturer's directions.

C. Curing Unformed Surfaces

1. Initially cure unformed surfaces, such as slabs, floor topping, and other flat surfaces by moist curing, whenever possible.
2. Moist cure surfaces to receive fluid applied waterproof membranes and composition flooring. Do not cure by membrane curing or curing compounds.
3. All slabs not receiving a finish floor material shall receive a liquid curing-hardening compound in accordance with the manufacturer's recommendations.
4. Final cure unformed surfaces, unless otherwise specified, by any of the methods specified above, as applicable.

- D. Protection from Mechanical Injury: During the curing period, protect concrete from damaging mechanical disturbances including load stresses, heavy shock, excessive vibration, and from damage caused by rain or flowing water. Protect all finished concrete surfaces from damage by subsequent construction operations.

3.05 MISCELLANEOUS CONCRETE ITEMS

- A. Filling In: Fill in holes and openings left in concrete structures from the passage of work by other trades, unless otherwise shown or directed, after the work or other trades is in place. Mix, place and cure concrete as herein specified, to blend with in-place construction. Provide all other miscellaneous concrete filling shown or required to complete the work.
- B. Epoxy Adhesive: For application on corrective work where the ordinary methods of remedy are deemed inadequate by the Engineer. Type of adhesive shall be subject to the approval of the Engineer.

3.06 CONCRETE SURFACE REPAIRS

A. Repair of Unformed Surfaces

1. Test unformed surfaces such as monolithic slabs, for smoothness and to verify surface plane to the tolerance specified for each surface and finish. Correct low and high areas as herein specified.
2. Test unformed surfaces sloped to drain for trueness of slope, in addition to smoothness, using a template having the required slope. Correct high and low areas as herein specified.
3. Repair finish unformed surfaces that contain defects which adversely affect the durability of the concrete. Surface defects, as such, include cracks in excess of 0.03 inch wide or which penetrate to the reinforcement or completely through non-reinforced sections regardless of width, spalling, popouts, honeycomb, rock pockets, and other objectionable conditions.
4. Correct high areas in unformed surfaces by grinding, after the concrete has cured sufficiently so that repairs can be made without damage to adjacent areas.
5. Correct low areas in unformed surfaces during, or immediately after completion of surface finishing operations by cutting out the low areas and replacing with fresh concrete. Finish repaired areas to blend into adjacent concrete. Proprietary patching compounds may be used when acceptable to the Engineer.

B. Finishing of Formed Surfaces

1. Joint marks and fins shall be removed and surfaces left smooth and dense. Tieholes and honeycombing shall be repaired with cement and sand mortar.
2. Exposed concrete surfaces shall be vigorously and thoroughly rubbed with a sand cement mortar the consistency of a thick paint to fill all voids and provide a smooth surface. There shall be no discernible thickness of mortar on the surface.

END OF SECTION

DIVISION 16 – ELECTRICAL

SECTION 16301 - EXTERIOR ELECTRICAL WORK

PART 1 - GENERAL

1.01 GENERAL CONDITIONS:

- A. The General Conditions and Special Conditions preceding this Specification shall govern this section.
- B. Specification and Plans complement each other and what is specified, scheduled or mentioned by one shall be binding as if called for by both. Specification and Plans are intended to specify nature, quantity and quality of electrical work.
- C. Before bidding, visit project site, carefully review each section of the Specification and all Drawings of this Contract, and obtain from utility companies their standards, drawings and specifications for the work to be provided. Verify details, report any error, conflicts or omissions to the Owner's representative (hereafter referred to as Engineer) at least 10 calendar days before submission of bids for interpretation or clarification. If errors or omissions are not reported, Contractor shall provide necessary work at no cost to the Department to properly complete intent of Specification and Drawings.

By submitting a proposal of the work included in this contract, the Contractor shall be deemed to have made such examination and to be familiar with and accept all conditions of the job site.

1.02 WORK INCLUDED:

- A. In general, provide complete underground electric, communications, and power systems within project boundaries. Furnish all labor, materials (except as hereinafter noted), tools, equipment and appliances required to provide and install all Electrical Work, complete, as indicated on the Drawings and/or as herein specified, and as required for its correct and proper operation. The Drawings note various sizes of equipment as determined for basis of design; the Electrical Work, however, shall be installed to comply with the equipment furnished by the successful supplier. The work shall include but not necessarily be limited to:
 - 1. Complete underground raceway system including trenches, ducts, manholes, and boxes, to be used by the Hawaii Electric Light Company (HELCO) for their cables and equipment.
 - 2. Complete underground raceway system including trenches, ducts, manholes, and boxes, to be used by Sandwich Isles Communications, Inc. for their cables and equipment.
 - 3. Complete street light system including energization of the system by HELCO.
 - 4. Coordinate work with and by the respective utility companies for relocation of the existing overhead utility lines along Kawaihae Road to ensure that work by the respective utility companies and their sub-contractors does not impact the overall completion of this project and time to accommodate the utility work is included in the

project schedule.

5. Coordinate work and arrange for periodic inspections by Hawaii Electric Light Company, Sandwich Isles Communications, Inc., State Inspectors, County Inspectors, and Engineer.
 6. Pass test mandrel through all ducts and conduits, and make corrections as directed by inspectors or Engineer.
 7. Provide pulling wire, No. 12 AWG galvanized steel or polypropylene cord, in all empty ducts and conduits, unless indicated otherwise. Provide duct measuring/cable pulling tape in all Hawaii Electric Light Company and Sandwich Isles Communications, Inc. ducts and conduits.
 8. Immediately report and pay for damages to existing equipment.
- B. Obtain and pay for electrical permits, arrange for periodic inspection by local authorities and deliver certificate of final inspection to Engineer.
- C. Contractor shall check and test the installation for completeness and functional operation as described by the Drawings and specified herein. Final test shall be in the presence of Engineer and representatives of the utility companies, Sandwich Isles Communications, Inc., and the County. Contractor shall arrange and pay for all testing costs. Should intermediate or final inspections of the duct system reveal crushed, damaged or impassable ducts, the Contractor shall repair those sections of duct system, including repairs to paved surfaces and concrete structures, at no additional cost to the State.

1.03 SPECIAL CONDITIONS:

- A. Contractor shall install duct systems and schedule the electric and communications work within the timetable set by the General Contractor.
- B. Contractor shall verify duct entry configurations and their locations, for each utility company and Sandwich Isles Communications manhole and handhole, with the respective utility company and Sandwich Isles Communications.
- C. Contractor shall make detailed arrangements for work by utility companies and Sandwich Isles Communications, Inc. pertaining to this Contract. Payment to utility companies for their work shall be by the State.
- D. Contractor shall closely coordinate all work with Sandwich Isles Communications, Inc. (SIC). All trenches must be inspected prior to backfilling material. The Contractor shall notify the SIC Inspector (Customer Service Toll Free No. 1-888-995-7274) at least 72 hours prior to pouring of concrete or backfilling trenches.
- E. Arrange for the General Contractor to identify the locations of all civil site utilities (i.e. drain, water and sewer lines, etc.) and driveways prior to layout of electric and communications systems.
- F. Contractor and General Contractor shall closely supervise and coordinate all electrical work with the utility companies and Sandwich Isles Communications, Inc. to ensure that proper roadway drainage is maintained during construction. Should damage and erosion occur

during construction, the Contractor or General Contractor shall repair all damage and restore existing grade at no additional cost to the State.

1.04 RELATED WORK BY OTHERS:

- A. Service cables and transformer(s), final connection thereto, and metering equipment by Hawaii Electric Light Company. Obtain service raceway, grounding, transformer, and metering requirements before bidding, fabricating, constructing and installing. Make detailed arrangements for all work by utility company pertaining to Contract.
- B. Street light installations and connection of street light circuits to utility company power source shall be by the contractor.
- C. Telecommunications utility cables and equipment shall be by Sandwich Isles Communications, Inc.
- D. Equipment utilizing electricity shall be provided by respective sections of Specification. Furnishing of equipment controllers (motor starters), unless otherwise specified, and providing complete control and interlock is provided by respective section supplying equipment. Installation of complete feeder or branch circuit system, and power wiring to equipment and controllers shall be part of electrical work.

1.05 SUBMITTALS:

- A. Shop Drawings: Within four weeks of award of Contract and prior to installation, submit complete shop drawings and manufacturer's literature for Engineer's review before any work is fabricated. Submit six sets of manufacturer's literature and/or fabrication drawings for the following:
 - A. Complete street light standards and accessories, including computerized footcandle arrays showing illumination levels for all project roadways.
 - B. Complete electric and utility system pullboxes, handholes, manholes, conduit and accessories. For utility system pullboxes, handholes, and manholes, obtain approvals from respective utility company prior to submission for Engineer's review.
 - C. Utility companies' drawings.
- B. Prequalification: Brand names, manufacturer's names and catalog numbers indicate standard of design and quality required. Where materials or products specified herein are designated by manufacturer's name, any request to substitute materials or products other than those specified shall be approved by the Engineer. Burden of proof of equality of proposed substitutions will be the responsibility of the Contractor. List of substitute material together with qualifying data shall be submitted for approval at least ten days before bid opening.

Submission shall be as follows:

EXAMPLE:

<u>Item</u>	<u>Manufacturer and Catalog Number Specified</u>	<u>Substitute Manufacturer And Catalog Number</u>
Cable	John Doe - No. 3200	King - No. 2200

- C. Shop drawings and catalogue cuts for substitute materials shall clearly specify compliance with and/or deviation from specified material. Certification shall not contain statements to imply that the item does not meet requirements specified, such as "as good as"; and "achieve the same end use and results as materials formulated in accordance with the referenced publications". Certifications shall simply state that the item conforms to the requirements specified. Certificates shall be printed on the manufacturer's letterhead and shall be signed by the manufacturer's official authorized to sign certificates of compliance. Review of shop drawings and catalogue cuts shall not release Contractor from complying with intent of Drawings and Specifications.
- D. Intent of Shop Drawing and Catalog Cut Review:
1. Shop drawing and catalog cut submittals processed by the Engineer are not Change Orders. The purpose of the submittals by the Contractor is to demonstrate to the Engineer that he understands the design concept, that he demonstrates his understanding by indicating which equipment and material he intends to furnish and install and by detailing the fabrication and installation methods he intends to use;
 2. If deviations, discrepancies or conflicts between shop drawings and Specifications are discovered either prior to or after shop drawing submittals are processed by the Engineer, the design drawings and specifications shall control and shall be followed;
 3. The fact that a manufacturer does not offer a specific option or meet a minimum guaranteed performance specification, called for herein or in a formal bid specification, is not deemed proprietary when such is available from one or more manufacturers.
- E. Approvals rendered on shop drawings shall be considered as a guarantee of measurements or site conditions. Where drawings are approved, said approval does not relieve the Contractor from his responsibility for furnishing material or performing work as required by the Contract Drawings and Specifications.

1.06 GUARANTEE AND CERTIFICATE:

Defective materials and workmanship shall be removed and replaced at no cost to the Department. For period of one year after acceptance of work by the Department, materials and workmanship developing defects and malfunctions shall be repaired and/or replaced, to conform to intent of the Specification and Drawings at no additional cost to the Department.

PART 2 - PRODUCTS

2.01 GENERAL:

- A. All materials shall be new, except as specifically noted, and shall bear the label of Underwriters's Laboratories whenever standards have been established and label service is normally and regularly furnished by the agency.
- B. All materials used for Sandwich Isles Communications, Inc. work shall be on the Rural Utilities Service (RUS), United States Department of Agriculture list of approved materials.

2.02 MATERIALS:

- A. Concrete Encased Conduits (for below grade use): Conduits for electric systems shall be round bore, PVC Schedule 40 plastic or approved equal. Conduits for communications systems shall be round bore, PVC Schedule 40 plastic or approved equal. Conduits for street lighting system shall be PVC Schedule 80.
- B. Conduit and Duct Accessories: Couplings, spacers, plugs, and accessories shall be as recommended by the manufacturer of conduits and ducts and shall be of the same schedule as the ducts which are connected to it.
- C. Wire Mesh: Welded steel wire fabric for reinforcing concrete, galvanized, conforming to ASTM Specification A185.
- D. Concrete: Ready mixed type with compressive strengths as shown on Drawings. Concrete material and aggregates shall conform to latest ASTM Specifications. Concrete aggregates for ductlines shall be 3/4" maximum in size.
- E. Backfill Material Type A: Black or beach sand, earth or earth and gravel mixture. Material used shall be non-expansive. If earth and gravel mixture, rock size shall be 1-inch or smaller and shall not contain more than 50% rock particles by volume. This fill shall be used over concrete encased ducts and over direct buried ducts after backfill Type B has been placed.
- F. Backfill Material Type B: Black or beach sand, earth or earth and gravel mixture. Material used shall be non-expansive. If earth and gravel, mixture must pass a 2-inch screen and contain not more than 20% rock particles by volume. This fill shall be used all around direct buried conduits.
- G. Wires and Cables: Conductors shall be copper, No. 12 AWG minimum; No. 10 AWG and smaller, solid and round; No. 8 AWG and larger, 7 or 19 strands concentric.
 - 1. For street light circuits, exterior and below-grade locations, conductors shall be type RHW-USE, ground wire may be type THW.
 - 2. Grounding conductors shall be 1/c - #4 bare copper unless indicated otherwise.
 - 3. Wires and cables for locations and uses not specified above shall be suitable for the purpose and in accordance with the NEC.

- H. Sandwich Isles Communications BM 2(5/8)(8) Housing Ground Assembly Unit: Consists of providing a copper clad ground rod, ground rod clamp and the required length of bare #6 AWG tinned copper ground wire connected to an auxiliary grounding connector (included in the housing assembly unit) within the housing. The first set of parentheses indicates the required diameter of the ground rod, and the second set of parentheses indicates the length of the ground rod.
- I. Connectors and Terminals: Connectors and terminals shall be designed and approved for use with the associated conductor material, and shall provide a uniform compression over the entire contact surface. Solderless terminal lugs shall be used on all stranded conductors. Crimp type connectors will be acceptable, however, the type which makes only one indentation will not be acceptable. The crimping tool shall make a minimum of four indentations around the circumference of the cable. In addition, crimp type connectors to be used on 250 MCM and larger conductors shall have adequate length for two sets of indentations on each half of the connector.
1. Gaskets shall be of neoprene or Buna N rubber, and shall be a resilient, heat-resistant and oil-resistant grade having low compression set and high tear strength.
 2. Cap screws shall be of a cadmium or zinc-coated steel or of copper-silicon alloy, and shall be of extra-large size and closely spaced so as to maintain a tight joint.
- J. Waterproof Connection Kits: Shall be quick disconnect in-line fuse holder (6 ampere fuse link unless indicated otherwise) fused for hot leg. The fuse holder body shall be molded plastic made in two sections where lead side section shall have a captive nut and waterproofing ring. Fuse holder shall be TRON and manufactured by BUSSMANN, or approved equal.
- K. Luminaires: Provided complete with all necessary mounting hardware and accessories, lamps, ballasts, etc., as specified herein and on the Drawings. Ballasts for high-intensity discharge lamps shall be integrally mounted in luminaire housing and be regulated, constant wattage, high power factor type, designed to operate the respective type of lamp indicated. Lamps shall be low mercury content type, and TCLP-compliant, passing the EPA's Toxic Characteristic Leaching Procedure test for non-hazardous waste. Where indicated, luminaire housing shall be provided with 3 wire twist lock receptacle mounted in the housing for individual photo electrical control.
- L. Hardware, Supports, Backing, Etc.: All hardware, supports, backing and other accessories necessary to install electrical equipment shall be provided. Wood materials shall be "wolmanized" treated against termites, iron or steel materials shall be galvanized for corrosion protection, and non-ferrous materials shall be brass or bronze.

PART 3 - EXECUTION

3.01 GENERAL:

- A. Rules and Permit: The entire installation shall conform to ordinances of the County of Hawaii; General Order No. 10, Public Utilities Commission, State of Hawaii; and shall be made in strict accordance with the latest rules and regulations of the National Board of Fire

Underwriters, the currently adopted edition of the National Electrical Code (NEC) and the local Electrical Bureau. The Contractor shall obtain and pay for the electrical permit as required by local laws and rules. All work shall be inspected by the proper local authorities as it progresses. The Contractor shall pay all inspection fees and shall deliver certificates of completion and inspection to the Engineer before final payment will be made. Costs of permits and inspection fees shall be included in the Contractor's bid price.

- B. **Materials and Workmanship:** All labor and materials of every kind shall be subject to the approval of the Engineer who shall be afforded every facility for ascertaining the competence of such labor and examining such materials as he may deem necessary. Concealed work shall be reopened at random as directed during formal inspection by Engineer or Electrical or Utility Inspector.
- C. **Qualification of Installers:** For actual fabrication, installation and testing of the Work of this section, use only thoroughly trained and experienced workmen completely familiar with items required and with manufacturers' recommended methods of installation. In acceptance or rejection of installed work, no allowance will be made for lack of skill on part of workmen.
- D. **Construction Methods:** Construction shall conform to construction practices as recommended by the American Electricians Handbook by Croft (latest edition), American National Standards Institute (ANSI), Edison Electric Institute, National Board of Fire Underwriters (NBFU), National Electrical Code (NEC), National Electrical Manufacturer's Association (NEMA), National Electrical Safety Code (NESC), National Fire Protection Association (NFPA), Underwriters' Laboratories, Inc. (UL) and applicable instructions of manufacturers of equipment and material supplied for this project.
- E. **Inspection:** Skill and competency of workmanship shall be subject to the approval of the Engineer, inspectors of the utility companies, Sandwich Isles Communications, Inc., the State of Hawaii and the County of Hawaii. Notification for inspection shall be given to the respective companies or agencies three working days in advance of work.
- F. **Record Drawings:** The Contractor shall maintain an accurate and adequate record of each change as it occurs, regardless of how ordered. As-built drawings shall be prepared in accordance with project requirements.
- G. **Plans and Specification:** This specification is intended to cover all labor, materials and standards of workmanship to be employed in the work indicated on the plans and called for in the specification or reasonably implied therein. The plans and specification supplement one another. Any part of the work mentioned in one and not represented in the other, shall be done the same as if it has been mentioned in both. The Contractor shall not make alterations in the drawings and specification.
- H. **Discrepancies and Interpretations:**
 - 1. Should the Contractor find any discrepancies in or omissions from any of the documents or be in doubt as to their meaning, he shall advise the Engineer who will issue any necessary clarification within a time period which does not disrupt the progress of the work.
 - 2. All interpretation and supplemental instructions will be in the form of a written addenda to the Contract Documents.

3. Should any discrepancy arise from the failure of the Contractor to notify the Engineer, the higher quality or larger quantity of item shall prevail. Engineer shall make the final interpretation and judgement.
 4. In the event of a discrepancy between small scale drawings and large scale details, or between drawings and specification, on which is in violation of any regulations, ordinances, laws or codes, the discrepancy, if known by the Contractor, shall be immediately brought to the attention of the Engineer for a decision before proceeding with the particular work involved. Work carried out disregarding these instructions will be subject to removal and replacement at the Contractor's expense.
- I. Symbols: The standard electrical symbols together with the special symbols, notes and instructions shown on the drawings indicate the work and outlets required and are all to be included as a part of this specification.
 - J. Coordination: This specification is accompanied by plans, sections and elevations, and site plans indicating locations of all outlets, controls, service runs, and other electrical apparatus. These locations are approximate and, before installing, the Contractor shall study the adjacent civil utility and landscaping details and actually make the installation in the most logical manner. Any outlet may be relocated within ten feet before installation at the direction of the Engineer. The circuit routing is typical only and may be varied in any logical manner.
 - K. Before installation, verify all dimensions, conditions and sizes of equipment at job site. Installation shall be complete in every detail as specified and ready for use.
 - L. Work shall conform to ordinances of County of Hawaii; latest edition of National Electrical Code (NEC); General Order No. 10, Public Utilities Commission, State of Hawaii; and Regulations and Standard Practices of Hawaii Electric Light Company, and Sandwich Isles Communications, Inc.
 - M. Applicable rules, standards and specifications of following associations shall apply to materials and workmanship:

American National Standards Institute (ANSI)
Illumination Engineer Society (IES)
National Board of Fire Underwriters (NBFU)
National Electrical Manufacturer's Association (NEMA)
National Fire Protection Association (NFPA)
Underwriters' Laboratories, Inc. (UL)

Applicable instructions of manufacturers of equipment and material supplied for this project.
 - N. All metallic materials shall be protected against corrosion. Exposed metallic parts of outdoor apparatus shall be given a rust-inhibiting treatment and standard finish by the manufacturer. All such parts as boxes, bodies, fittings, guards and miscellaneous parts made of ferrous metals but not of corrosion-resistant steel, shall be zinc-coated in accordance with ASTM A153. The Contractor shall not join dissimilar metals that will result in deterioration due to galvanic corrosion.

3.02 CONSTRUCTION REQUIREMENTS:

A. Trench Excavation:

1. Dimensions and locations of trenches for boxes, transformer and equipment pads, direct buried conduits and ductlines shall be as indicated on Drawings. Trench width and depths shall be sufficient to accommodate proper installation of conduit banks and cables.
2. Should material at bottom of trench for direct buried conduits not be equal to backfill material Type B, the trench shall be excavated an additional 3" to permit backfilling with Type B backfill.
3. Where a trench is excavated on slope, sides are to be vertical, and depth measured at lowest side. All measurements are to be based on final grades.
4. Bottom of trenches to be flat and smooth.
5. Trenches shall be widened at equipment pads, manhole, handhole and pullbox sites to permit proper entry of conduits.
6. Trenches shall be approved by respective utility inspectors prior to any ducts being installed.
7. All excavations for manholes, pullboxes and handholes in excess of the required depths shall be filled with concrete or crushed lava rock.
8. Excavate 30'-0" on both sides of manhole and handhole locations prior to installation of manhole and handhole. If water, water, drainage or sewer lines are encountered, provide smooth transitions below the respective utility line.
9. Sheathing and bracing as required shall be provided to support sides of excavations from cave-ins.
10. Provide drainage and pumps to keep trenches dry.
11. Saw cut all edges of existing sidewalks and pavement before trenching.
12. Excavated material may be placed alongside trench; however, it shall not interfere with utility company work.
13. Utility companies and Sandwich Isles Communications, Inc. shall be notified a minimum of seventy-two hours before commencing excavations.

B. Backfill:

1. Ducts, boxes, and conduit installations shall be approved by the respective inspector from utility company and Sandwich Isles Communications prior to backfilling. All excavations for boxes in excess of the required depths shall be filled with concrete or crushed lava rock.
2. Should material below utility company and Sandwich Isle Communications= direct buried conduits not be equal to 3" (thickness) of backfill material Type B, trench shall be deepened by 3", and backfilled with Type B backfill.

3. Backfilling shall be to finished grades indicated on accompanying Drawings, and matching existing conditions.
4. Backfill material shall be completely free of wood or other debris. Excavated material may be reused as backfill, providing that it conforms to the requirements of Type A and Type B backfill. For excavated material used to backfill Sandwich Isles Communications ducts, a written soils report of conformance by a licensed third party Geotechnical Engineer is required prior to backfilling using the excavated material.
5. Type B backfill over conduits shall be installed under the supervision of the respective utility companies' and Sandwich Isles Communications= inspector.
6. Backfill material shall be placed in maximum of 8" layers in loose thickness before compacting. Backfill shall be thoroughly compacted with hand or mechanical tampers to 95% of ASTM D1557 maximum dry density. In no case shall tamping be accomplished by using the wheels or tracks of a vehicle.
7. Backfill over conduit bends at transformer pads shall be Type A or better.

C. Installation of Conduit And Duct Bank:

1. Bottom of trench shall be clean, smooth, and well-graded and approved by utility company inspectors.
2. Saw cut, ream and taper ducts and conduits with manufacturers' approved tool.
3. Couplings and bells shall be tight to prevent entry of dirt or concrete into ducts and conduits. Stagger the joints of the ducts by rows and layers so as to provide a ductline having the maximum strength.
4. Provide spacers to maintain proper separation between ducts.
5. Changes of direction shall not exceed 4 degrees per length of conduit or duct. Radii and turns shall be made with appropriate duct bends and sweeps.

Horizontal bends for Sandwich Isles Communications, and communications conduits/ducts shall be constructed with 25-foot minimum radius curves unless indicated otherwise or approved by the Sandwich Isles Communications, Inc. inspector or Engineer, respectively. Angled couplings are not permitted. If factory made bends are to be provided, the contractor shall demonstrate their suitability to the Engineer and inspectors by pulling the respective mandrel completely through the bend prior to installation. Vertical bends for Sandwich Isles Communications, and communications conduits/ducts shall be constructed with 20-foot minimum radius curves unless indicated otherwise or approved by the respective inspector or Engineer.

6. Ducts shall be clean and free from debris and rubbish.
7. After each day's work, provide temporary watertight conduit plugs or seals at the end of conduit banks to prevent entry of dirt, rubbish, debris, or concrete. Ducts for Sandwich Isles Communications use shall be provided with Jackmoon Plug or

equivalent. Duct tape is not acceptable.

8. Pass a test mandrel conforming to the respective utility company, County of Hawaii or the Engineer's requirements, through the entire length of each duct or conduit to test for burrs and obstructions. Unless indicated otherwise, mandrel shall be 14" long and shall have diameter of 2" less than inside diameter of duct. Mandrel for Sandwich Isles Communications ducts shall be 12" long and shall have diameter of 3" less than inside diameter of duct. Mandrel shall be pulled through each Sandwich Isle Communications duct, after which a brush with stiff bristles shall be pulled through to make certain that no particles of earth, sand, or gravel have been left in the duct. The Sandwich Isles Communications Inspector shall be present during the mandrel testing. If burrs or obstructions are encountered, that section shall be replaced at no additional cost to the Department.
9. Unless indicated otherwise, install #12 AWG galvanized iron pulling wire or polypropylene cord, having a breaking strength of at least 200 pounds, in each conduit after testing.
 - a. For electric utility company ducts, provide cable pulling tape (NEPTCO WP1800P Muletape or approved equal) in each new duct.
 - b. For Sandwich Isles Communications ducts, provide duct measuring/cable pulling tape (NEPTCO WP1800P Muletape or approved equal) in each new duct.

Using the duct measuring/cable pulling tape, the Contractor shall measure at least one duct of a common duct run. The distance shall be marked on a copy of the record prints and submitted to the respective Sandwich Isles Communications inspector for record keeping.
10. Terminate ducts in end-bells where ductlines enter manholes and handholes. Ducts shall enter handholes at 90 degree angle. Ducts entering handholes at angles other than 90 degrees may be permitted, but only when specified by the Engineer.
11. Apply thin coat of sealing compound on ducts and conduits at couplings and bells.
12. Conduits stubbed for future connections shall be plugged and marked.
13. Securely anchor duct banks prior to pouring concrete encasement to prevent ducts from floating. Utility Company and Sandwich Isles Communications duct banks shall be inspected and approved by the respective inspector prior to placing concrete and backfilling.
14. When pouring concrete, prevent heavy masses of concrete from falling directly on ducts. If unavoidable, protect ducts with plank.
15. Direct flow of concrete down sides of duct bank to bottom, allowing concrete to rise between ducts, filling all open spaces uniformly.
16. To ensure against voids in concrete, work a long, flat splicing bar or spatula liberally and carefully up and down the vertical rows of ducts. Mechanical vibrators shall be used for stacked duct banks of three ducts or higher.

17. Cure concrete for a minimum of 72 hours before permitting traffic and/or backfilling.
18. Warning Tapes:
 - a. 6" wide warning tape, red in color with a black imprinted message "CAUTION ELECTRIC LINE BURIED BELOW", shall be placed 12" below finish grade over electric ducts or the concrete jacket for electric ducts for the entire length of ductline installations.
 - b. A 3" wide warning tape, orange in color with black imprinted message "CAUTION BURIED TELEPHONE CABLE BELOW" shall be placed 12" above Sandwich Isles Communications ducts or the concrete jacket for said ducts for the entire length of ductline installations.

D. Concrete And Brick Work:

1. Concrete, ready mixed according to ASTM C94-98.
2. Convey concrete from mixer to forms rapidly to prevent segregation. Free drop shall be limited to five feet, unless authorized by inspector.
3. Placing:
 - a. Clean and remove all debris from inside forms and trenches before placing concrete.
 - b. Place concrete only on clean damp surfaces, free from water.
 - c. Place concrete in forms, in horizontal layers not exceeding 18" thickness.
 - d. Place concrete to avoid segregation of materials and displacement of ducts, inserts and reinforcing.
 - e. Vibrate structural concrete thoroughly during and immediately after placing to ensure dense watertight concrete.
 - f. Prior to placing concrete for utility company ductlines, the Contractor shall obtain the approval of the respective inspector.
4. Forming:
 - a. Forms shall be of good sound lumber with sufficient strength and conforming to shapes and dimensions indicated on Drawings.
 - b. Forms shall be treated with non-staining form oil immediately before each use.
5. Patching: Patch all voids, pour joints and holes before concrete is thoroughly dry. Use mortar of same proportions as original concrete.
6. Curing: Curing of concrete shall be accomplished by impervious membrane method with liquid membrane compound. Apply two or more coats to obtain a

total of one gallon for each 150 square feet of concrete surface.

7. Reinforcing Steel:

- a. Clean reinforcing of mill or rust scale and form to dimensions indicated.
- b. Install reinforcing in proper locations and secure in place to prevent movement during concrete placing or vibrating.

8. Concrete Brick and Hollow Concrete Block Work:

- a. Concrete brick and hollow block shall be laid in full bed of mortar, both horizontally and vertically.
- b. Mortar shall be one part (by volume) cement and three parts (by volume) fine aggregate, thoroughly mixed and used when fresh. Retampering will not be allowed. Mortar shall have a minimum 28 days strength of 2,500 psi.
- c. Setting bed shall be of depth required to bring top of blocks flush with finish line.

E. Manholes, Handholes And Pullboxes:

1. Boxes shall be installed approximately where shown. The exact location of each manhole, handhole and pullbox shall be determined after careful consideration has been given to the location of other utilities, grades, and pavement. Manholes, handholes and pullboxes shall be of the type noted on the Drawings and shall be constructed in accordance with the applicable details as indicated. Provide number of cable racks and pulling-in irons as required by the respective utility company. A machine-finished seat shall be provided to insure a perfect joint between frame and cover. Covers shall be machined to prevent rocking within frames. In paved areas, the tops of pullbox, handhole and manhole covers shall be flush with the finished surface of the paving. In unpaved areas, the top of handhole covers shall be approximately 2 inch above the finished grade; Sandwich Isles Communications=handholes shall be set approximately 1" above the finished grade.

2. Precast Handhole and Pullbox Installation: Commercial precast assembly shall be set on 6 inches of level, 90 percent compacted crushed rock fill, 3/4 inch to 1 inch size, extending 12 inches beyond the handhole/pullbox on each side. Granular fill shall be compacted by a minimum of four passes with a plate type vibrator. Provide number of cable racks and pulling-in irons as required by the respective utility company, complete with all hardware including steps and pegs.

Pits for Sandwich Isles Communications precast handholes and manholes are to be flat and smooth, free of rocks, rock chips, hardened lumps of dirt, debris and all deleterious material. A six-inch layer of compacted sand shall be placed as a base for the precast manholes and handholes. Set handhole or manhole on a level area, in the bottom of the excavation, on a 4" layer of crushed rock, for drainage purposes.

3. Sandwich Isles Communications Manholes, Handholes and Pullboxes:

- a. Provide a 5/8" diameter x 8-foot copper clad ground rod in all handholes and manholes, unless indicated otherwise.
 - b. Damp-proofing shall be provided on all exterior precast manhole and handhole walls. All dust, dirt and other deleterious substances shall be removed from the concrete surface. The concrete surface shall be thoroughly dry before the damp-proofing is applied. The concrete surface shall be primed in accordance with the manufacturer=s instructions and two coats of damp-proofing compound shall be applied. Allow the compound to dry thoroughly after priming and in between coats. Do not backfill until the final coat has dried hard.
 - c. Before backfilling and compacting, make sure covers are in place and secured. Layer 6" to 8" of backfill material around the manhole or handhole. Tamp each individual layer of backfill material. Continue the layering and Atamping@ until final grade is achieved.
 - d. Caulk manhole and handhole seams after the unit is assembled using a good quality silicone compound material.
 - e. Where manholes or handholes have adjustable frames that are raised to finish grade and secured in position, the base of the manhole or handhole shall be placed level, and form work is constructed between the underside of the frame and topside of the manhole or handhole using duct tape, wood strips, cardboard, etc. All voids created during the installation shall be filled with mortar mix, concrete or slurry and allowed to set. Strip forms after sufficient strength has developed. This is especially important where manholes or handholes may be subject to any vehicular traffic.
 - f. UM-35 manholes are equipped with jack moon duct plugs to accommodate the UD (1x 3) configurations. All 4-inch duct plugs, however, are to be provided by the Contractor. This unit will accommodate six SDR-11 conduits; therefore, the Contractor is required to provide plugs for the vacant conduit holes in the jack moon.
 - g. UM4x6 manholes shall be installed with the deck set at a minimum of 14" below finished grade.
4. Ducts ending in manholes or handholes shall be terminated with junior end bells. End bells, terminators or ducts shall be flush to inside wall surfaces; duct extension into boxes is not acceptable. All ducts entering manholes or handholes shall be grouted between conduits and sidewall, inside and out. Verify complement and arrangement of ducts entering each manhole or handhole and location of duct entrance with the respective utility company and Sandwich Isles Communications, Inc. prior to fabrication of the respective manhole or handhole.

Sandwich Isles Communications ducts shall enter the manholes and handholes on the property side at all times unless otherwise specified by the Engineer. Ducts shall enter handholes at 90 degree angle.

F. Electrical Equipment Pads:

1. Slope of lots/area for concrete equipment pads shall not exceed one-inch rise in one foot run.
2. Grade sufficiently around equipment pad area to prevent future filling of lot/area.
3. Transformer pads may be precast or cast-in-place reinforced concrete as indicated on Drawings.
4. Concrete equipment pads shall be installed level. Pad elevation shall be 2" above the highest grade fronting the pad.

G. Street Lighting Systems:

1. Street lighting materials and installation shall be in accordance with the Standard Specifications of the County of Hawaii, and as specified herein and on the Drawings.
2. Street lighting system shall be provided illumination along length of project roadways. System shall be provided complete, and be completely tested and ready for use. Furnish computerized footcandle arrays to show illumination levels and distribution along all project roadways.
 - a. Street light fixtures shall be mounted with bracket arms oriented 90 degrees to center line of road. Shaft shall be field adjusted for vertical alignment.
 - b. Prior to trenching or excavating, structural outlines and center lines of ductlines and street light foundation shall be clearly staked, and approval received from Engineer, County inspectors and utility companies. Staking shall be with steel or wood pegs or paint.
3. Provide duct seal in duct entries into handholes and pullboxes to prevent moisture from entering light fixtures.

H. Structural Steel And Miscellaneous Metal Work: Structural steel work including bolts, nuts, anchors, pulling-in irons, etc. shall be galvanized by hot-dipped process after fabrication into largest practical sections.

I. Installation of Wiring System:

1. Street light electrical system materials and installation shall be in accordance with Standard Specifications, and as specified herein and on the Drawings.
2. Unless otherwise indicated or specified herein, wiring shall consist of single conductor cables installed in conduit/duct in areas where permitted by the NEC and NESC.
3. Conductors:
 - a. Mechanical means for pulling shall be torque-limiting type and not used for #2 AWG and smaller wires.

- b. Pulling tension shall not exceed wire manufacturer's recommendations.
 - c. Where necessary, powdered soapstone may be used as a lubricant for drawing wires through conduit. No other means of lubricating will be allowed.
 - d. Form neatly in enclosures and boxes for minimum of crossovers. Tag all feeders.
 - e. Thoroughly swab out existing ducts to remove foreign material before the pulling of cable.
4. Splicing of Wire and Cable:
- a. Splices made according to NEC Article 110.
 - b. Splices for 600 Volt Class Cables: The conductors shall be joined securely both mechanically and electrically by the use of solderless or crimp type connectors with properly sized tools.
 - (1) Splices for cables No. 10 AWG and smaller in underground systems shall be made only in accessible locations using a compression connector on the conductor, taped watertight.
 - (2) Splices for cables No. 8 AWG and larger in underground systems shall be made only in accessible locations using a compression connector on the conductor and by insulating and waterproofing suitable for continuous submersion in water.
5. Cable Terminations: Protect terminations of insulated power and lighting cables from accidental contact, deterioration of coverings and moisture by the use of terminating devices and materials.
- a. Install all terminations of insulated power and lighting cables in accordance with the manufacturer's requirements.
 - b. Make terminations using materials and methods as indicated or specified herein or as designated by the written instruction of the cable manufacturer and termination kit manufacturer.
6. Protection of Wire and Cable Ends: The ends of wire and cables in handholes, pullboxes, and in other wet locations, as defined by the NEC, that are not to be spliced or connected to equipment shall be protected from moisture and other damage.
- a. The ends of wires and cables shall be protected by applying not less than six half-lapped wraps of electrical insulating tape beginning three inches from the end of the wire or cable and continuing over the exposed conductor to form a watertight seal.
 - b. The ends of wires and cables that are to be left unspliced or unconnected temporarily during construction shall be protected to prevent moisture from getting into the cable.

7. Finishing:

- a. All cutting that may be required for complete installation of the electrical work shall be carefully performed, and all patching shall be finished in first-class condition by the Contractor.
- b. Wipe clean all exposed raceways with rag and solvent. Unfinished raceways shall be prime-painted and finished to blend into background.

8. Miscellaneous Details:

- a. Cut, drill and patch as required to install electrical system. Repair any surface damaged or marred by notching, drilling or any other process necessary for installation of electrical work. Cutting, repairs and refinishing subject to the approval of the Engineer. Need for remedial work determined by Engineer as attributable to poor coordination and workmanship shall be cause for reconstruction to the satisfaction of the Engineer.
- b. Attachment of electrical equipment to wood by non-ferrous wood screws. Attachment to concrete by expansion anchors. Powder-charge-driven studs and anchors permitted only with prior approval.
- c. Furnish necessary test equipment and make all test necessary to check for unspecified grounding, shorts and wrong connections. Correct faulty conditions, if any.

3.03 EXISTING UNDERGROUND UTILITIES:

Underground utilities indicated on plans are approximate in location. It is not the intention of plans to imply that all existing utilities are drawn and located. It shall be the responsibility of Contractor to coordinate locations of existing utilities prior to doing any excavation work. Any damage to existing utilities shall be repaired by Contractor at no cost to the Department.

3.04 CLEANING AND REPAIRING:

- A. During the progress of work, all rubbish, waste lumber, displaced materials, etc. shall be removed as soon as possible and upon completion of the work, Contractor shall remove from Owner's property and from all public and private property, at his own expense, all temporary structures, rubbish and waste material resulting from his operations.
- B. The Contractor shall restore all removed or damaged pavement, gutters, curbs, sidewalks, sign posts, trees and landscape damaged by his operations to as near their original condition or better.

3.05 TESTS:

- A. Ground Resistance: Ground resistance measurements of each ground rod shall be taken and certified by the Contractor. Ground resistance measurements shall be made in normally dry weather, not less than 48 hours after rainfall, and with the ground under test isolated from other grounds. Upon completion of the project, the Contractor shall submit in writing to the Engineer, the measured ground resistance of each ground rod and grounding system, as well

as the resistance and soil conditions at the time the measurements were made.

- B. Test all 600 volt class conductors to verify that no short circuits or accidental grounds exist. Make tests using an instrument which applies a voltage of approximately 500 volts to provide a direct reading in resistance, and measure the insulation resistance from phase to phase and phase to neutral. All test results shall be recorded and submitted.
- C. Wherever test or inspection reveals faulty materials or installation, Contractor shall take corrective action, at his own expense, repairing or replacing materials or installation as directed. The materials or installation shall then be retested.

END OF SECTION