

STATE OF HAWAII
HAWAII COMMUNITY DEVELOPMENT AUTHORITY
HONOLULU, HAWAII

ADDENDUM NO. 2

TO

SPECIFICATIONS AND LEGAL DOCUMENTS

FOR

KAKA`AKO COMMUNITY DEVELOPMENT DISTRICT

REMEDIATION/CAPPING AND INTERIM SURFACE PARKING AT KAKA`AKO MAKAI

HONOLULU, OAHU, HAWAII

TAX MAP KEY NO: (1) 2-1-015:053, (1) 2-1-058: 048, 082 – 086, 091, 095,
(1) 2-1-060: 001, 002, 004 - 006

February 23 , 2010

The items listed hereinafter are hereby made a part of the contract for the above project and shall govern the work, taking precedence over previously issued plans and specifications governing the items mentioned.

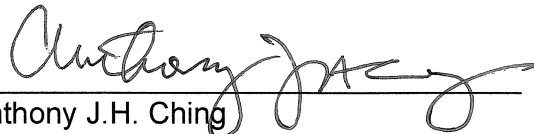
A. SPECIFICATIONS

1. PROPOSAL FORM

a. SECTION 00 42 46 – PROPOSAL FORM

Delete the Section 00 42 46 – Proposal Form in its entirety and replace with the attached Revised Section 00 42 46. (**Attachment A**)

Approved by:



Anthony J.H. Ching
Executive Director
Hawaii Community Development Authority

SECTION 00 42 46 – PROPOSAL FORM

Contractor

Honolulu, Hawaii

, 2010

Mr. Anthony J. H. Ching
Executive Director
Hawaii Community Development Authority
461 Cooke Street
Honolulu, Hawaii 96813

Dear Mr. Ching:

The undersigned hereby proposes and agrees if this PROPOSAL FORM is accepted, to furnish and pay all labor, materials, tools, equipment and incidental work necessary to construct or install in place complete, the work called for under and in accordance with the true intent of the Contract Documents for:

KAKAAKO COMMUNITY DEVELOPMENT DISTRICT

REMEDATION/CAPPING AND INTERIM SURFACE PARKING
AT KAKAAKO MAKAI

HONOLULU, OAHU, HAWAII

on file in the office of Hawaii Community Development Authority (HCDA), 461 Cooke Street, Honolulu, Hawaii 96813, and that he will take in payment therefore the unit and/or lump sum as itemized in the following schedule:

PROPOSAL SCHEDULE

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
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The prices bid herein for the following items shall include all materials, labor, tools, equipment, machinery, and all incidentals necessary to install or construct these items, in place and complete, all in accordance with the plans and specifications.

FORREST AVENUE PARKING LOT

CIVIL WORK

MOBILIZATION / DEMOLITION

1.	L.S.	Mobilization/Demobilization. (Cost of demobilization shall be considered incidental to the cost of mobilization).	Lump Sum	\$ _____	\$ _____
2.	L.S.	Erosion Control Measures including silt fence, dust barrier, inlet protection, ingress/egress pad, and all incidentals, in place complete.	Lump Sum	\$ _____	\$ _____
3.	L.S.	Demolition and removal of existing structures, curbs and gutters, A.C. pavement and base course, sidewalks, fencing, vegetation, and all other incidentals	Lump Sum	\$ _____	\$ _____
4.	2	Each, Demolition, removal, and decommission of existing monitoring wells, including removal of well casing, pressure grout borehole, documentation, and all incidentals, in place complete.	Each	\$ _____	\$ _____
5.	L.S.	Construction survey and layout	Lump Sum	\$ _____	\$ _____
SUBTOTAL FOR MOBILIZATION / DEMOLITION (Items 1 thru 5, inclusive)					\$ _____

SITE IMPROVEMENTS

6.	11,090	Sq. Yds., Asphalt Pavement/Sidewalk, 2" thick, in place complete.	Per Sq. Yd.	\$ _____	\$ _____
7.	1,849	Cu. Yds., Base Course, 6" thick, in place complete.	Per Cu. Yd.	\$ _____	\$ _____
8.	5,662	L.F. AC Pavement edging, and all incidentals, in place complete.	Per L.F.	\$ _____	\$ _____

HAWAII COMMUNITY DEVELOPMENT AUTHORITY
Remediation/Capping and Interim Parking at Kakaako Makai

Addendum No.2
Attachment A

PROPOSAL SCHEDULE

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
9.	7	Each, 6' long concrete wheelstop, and all incidentals, in place complete.	Each \$ _____	\$ _____
10.	769	Sq. Yds., Percolation Trench 18" thick, and all incidentals, in place complete.	Per Sq. Yd. \$ _____	\$ _____
11.	L.S.	Weed control, and all incidentals	Lump Sum \$ _____	\$ _____
12.	587	Cu. Yds., Embankment for Mass Grading, including hauling and all incidentals, in place complete	Per Cu. Yd. \$ _____	\$ _____
13.	2,948	Cu. Yds., Excavation for Mass Grading, including hauling and all incidentals, in place complete	Per Cu. Yd. \$ _____	\$ _____
14.	L.S.	Pavement Striping and Markings, and all incidentals, in place complete.	Lump Sum \$ _____	\$ _____
15.	L.S.	Signage Production and Installation, and all incidentals, in place complete.	Lump Sum \$ _____	\$ _____
16.	10	Each, Permanent Drain Inlet Filters, including installation, and all incidentals, in place complete.	Each \$ _____	\$ _____
17.	48	L.F., 6-foot high Chain Link Fence, and all incidentals, in place complete.	Per L.F. \$ _____	\$ _____
18.	Allowance	1" Water Meter, including 1-1/2" Water Lateral, Excavation, Meter Box, in place complete.	Allowance \$ <u>3,500.00</u>	\$ <u>3,500.00</u>
19.	1	Each, 2" Gate Valve and Valve Box, and all incidentals, in place complete.	Each \$ _____	\$ _____
20.	L.S.	Traffic Control, including police officer(s), and all incidentals	Lump Sum \$ _____	\$ _____

HAWAII COMMUNITY DEVELOPMENT AUTHORITY
Remediation/Capping and Interim Parking at Kakaako Makai

Addendum No.2
Attachment A

PROPOSAL SCHEDULE

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
21.	L.S.	Smooth riding connection to existing roadway and sidewalks, in place complete.	Lump Sum	\$ _____
22.	27	Sq. Ft., Sidewalk Detectable Warning Strip, including 4" thick concrete sidewalk, base course, and all incidentals, in place complete.	Per Sq. Ft. \$ _____	\$ _____
SUBTOTAL FOR SITE IMPROVEMENTS (Items 6 thru 22, inclusive)				\$ _____
SIGNAGE AND STRIPING FORREST AVENUE CROSSWALK				
23.	L.S.	Removal of existing striping and all other incidentals	Lump Sum	\$ _____
24.	L.S.	Pavement Striping and Markings, and all incidentals, in place complete.	Lump Sum \$ _____	\$ _____
25.	L.S.	Traffic Control, including police officer(s), and all incidentals	Lump Sum \$ _____	\$ _____
26.	65	Sq. Ft., Sidewalk Detectable Warning Strip, including 4" thick concrete sidewalk, base course, and all incidentals, in place complete.	Per Sq. Ft. \$ _____	\$ _____
SUBTOTAL FOR SIGNAGE AND STRIPING - FORREST AVENUE CROSSWALK (Items 23 thru 26, inclusive)				\$ _____

HAWAII COMMUNITY DEVELOPMENT AUTHORITY
Remediation/Capping and Interim Parking at Kakaako Makai

Addendum No.2
Attachment A

PROPOSAL SCHEDULE

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
SIGNAGE AND STRIPING				
KEAWE STREET ACCESS				
27.	L.S.	Pavement Striping and Markings, and all incidentals, in place complete.	Lump Sum	\$ _____
28.	203	L.F., 6-foot high Chain Link Fence, and all incidentals, in place complete.	Per L.F.	\$ _____
SUBTOTAL FOR SIGNAGE AND STRIPING - KEAWE STREET ACCESS (Items 27 thru 28, inclusive)				\$ _____
TOTAL FOR CIVIL WORK (Items 1 thru 28, inclusive)				\$ _____
<u>ELECTRICAL SYSTEM</u>				
ELECTRICAL DEMOLITION WORK				
29.	1	Each, Floodlight Pole Assembly	Each	\$ _____
30.	1	Each, Electrical Equipment	Each	\$ _____
31.	3	Each, Wooden Utility Pole	Each	\$ _____
32.	335	L.F., OH Power Lines	Per L.F.	\$ _____
33.	335	L.F., OH Tel Lines	Per L.F.	\$ _____
34.	L.S.	Miscellaneous	Lump Sum	\$ _____
SUBTOTAL FOR DEMOLITION WORK (Items 29 thru 34, inclusive)				\$ _____

HAWAII COMMUNITY DEVELOPMENT AUTHORITY
Remediation/Capping and Interim Parking at Kakaako Makai

Addendum No.2
Attachment A

PROPOSAL SCHEDULE

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
ELECTRICAL SITE - NEW WORK				
35.	4	Each, Pole Riser	Each \$ _____	\$ _____
36.	1	Each, Equipment Rack	Each \$ _____	\$ _____
37.	1	Each, 10" x 12" x 6" Pullbox, NEMA 4X	Each \$ _____	\$ _____
38.	1	Each, Meter/Main, 2P100A, NEMA 4X	Each \$ _____	\$ _____
39.	1	Each, Panelboard, 24 CKT, 120/240	Each \$ _____	\$ _____
40.	1	Each, Time Switch	Each \$ _____	\$ _____
41.	1	Each, Duplex Receptacle, WP, GFCI	Each \$ _____	\$ _____
42.	1	Each, Contractor Cab, NEMA 4X	Each \$ _____	\$ _____
43.	10	L.F., 100A Feeder	Per L.F. \$ _____	\$ _____
44.	6	Each, Dual Head Pole Assembly w/Guy	Each \$ _____	\$ _____
45.	1	Each, Light Pole Assembly	Each \$ _____	\$ _____
46.	4	Each, Light Pole Assembly w/Guy	Each \$ _____	\$ _____
47.	45	L.F., 2"C PVC, Schedule 40	Per L.F. \$ _____	\$ _____

HAWAII COMMUNITY DEVELOPMENT AUTHORITY
Remediation/Capping and Interim Parking at Kakaako Makai

Addendum No.2
Attachment A

PROPOSAL SCHEDULE

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION		UNIT PRICE	TOTAL
48.	375	L.F., 1"C PVC, Schedule 80	Per L.F.	\$ _____	\$ _____
49.	280	L.F., Trenching/Backfill	Per L.F.	\$ _____	\$ _____
50.	1	Cu. Yds., Concrete	Per Cu. Yd.	\$ _____	\$ _____
51.	1,410	L.F., 3/C #8 (AL), 600V, XHHW	Per L.F.	\$ _____	\$ _____
52.	280	L.F., #6 AWG,XHHW	Per L.F.	\$ _____	\$ _____
53.	235	L.F., Pullstring	Per L.F.	\$ _____	\$ _____
54.	L.S.	Testing	Lump Sum	\$ _____	\$ _____
55.	L.S.	Miscellaneous	Lump Sum	\$ _____	\$ _____
56.	Allowance	Estimated HECO (POWER) Cost	Allowance	\$ 1,230.00	\$ 1,230.00
SUBTOTAL FOR SITE - NEW WORK (Items 35 thru 56, inclusive)					\$ _____
TOTAL FOR ELECTRICAL SYSTEM (Items 29 thru 56, inclusive)					\$ _____

HAWAII COMMUNITY DEVELOPMENT AUTHORITY
Remediation/Capping and Interim Parking at Kakaako Makai

Addendum No.2
Attachment A

PROPOSAL SCHEDULE

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
LANDSCAPING				
Trees and Palms				
57.	3	Each, Hala, Field Stock; 8' to 10' Height, Branching	Each \$ _____	\$ _____
58.	5	Each, Fiji Fan Palm, Field Stock; 8' to 10' Brown Trunk Height	Each \$ _____	\$ _____
Shrubs				
59.	73	Each, Queen Emma' Spider Lily, 3 Gallon Container	Each \$ _____	\$ _____
Ground Cover				
60.	4,800	Sq. Ft., Naupaka Kahakai, 1 Gallon Container @ 2'-6" O.C. Spacing.	Per Sq. Ft. \$ _____	\$ _____
61.	24,435	Sq. Ft., Red Coromadel, Rooted Cuttings @ 8" On Center Spacing	Per Sq. Ft. \$ _____	\$ _____
62.	4,750	Sq. Ft., Zoysia "El Toro" Grass Stolons	Per Sq. Ft. \$ _____	\$ _____
Miscellaneous				
63.	63	L.F., Root Control Barrier; Bio-Barrier (19" depth)	Per L.F. \$ _____	\$ _____
64.	107	L.F., Poly-Divider	Per L.F. \$ _____	\$ _____
65.	33,788	Sq. Ft., Irrigation System	Per Sq. Ft. \$ _____	\$ _____
66.	L.S.	Maintenance Period	Lump Sum \$ _____	\$ _____
67.	417	Cu. Yd., Imported Screened Topsoil w/ Amendments 4" Layer	Per Cu. Yd. \$ _____	\$ _____
68.	30	Cu. Yd., Organic Cover Mulch, 2" Layer	Per Cu. Yd. \$ _____	\$ _____
TOTAL FOR LANDSCAPING (Items 57 thru 68, inclusive)				\$ _____

PROPOSAL SCHEDULE

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
FORREST AVENUE PARKING LOT RECAPITULATION				
A.		TOTAL FOR CIVIL WORK (Items 1 thru 28, inclusive)		\$ _____
B.		TOTAL FOR ELECTRICAL SYSTEM (Items 29 thru 56, inclusive)		\$ _____
C.		TOTAL FOR LANDSCAPING (Items 57 thru 68, inclusive)		\$ _____
TOTAL BID FORREST AVENUE PARKING LOT (Items 1 thru 68, inclusive)				\$ _____

PROPOSAL SCHEDULE

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
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The prices bid herein for the following items shall include all materials, labor, tools, equipment, machinery, and all incidentals necessary to install or construct these items, in place and complete, all in accordance with the plans and specifications.

PIANO PARKING LOT

CIVIL WORK

MOBILIZATION / DEMOLITION

69.	L.S.	Mobilization/Demobilization. (Cost of demobilization shall be considered incidental to the cost of mobilization).	Lump Sum	\$ _____	\$ _____
70.	L.S.	Erosion Control Measures including silt fence, dust barrier, inlet protection, ingress/egress pad, and all incidentals, in place complete.	Lump Sum	\$ _____	\$ _____
71.	L.S.	Demolition and removal of existing structures, curbs and gutters, A.C. pavement and base course, sidewalks, fencing, vegetation, and all other incidentals	Lump Sum	\$ _____	\$ _____
72.	10	Each, Demolition, removal, and decommission of existing monitoring wells, including removal of well casing, pressure grout borehole, documentation, and all incidentals, in place complete.	Each	\$ _____	\$ _____
73.	L.S.	Construction survey and layout	Lump Sum	\$ _____	\$ _____
SUBTOTAL FOR MOBILIZATION / DEMOLITION (Items 69 thru 73, inclusive)					\$ _____

SITE IMPROVEMENTS

74.	28,919	Sq. Yds., Asphalt Pavement/Sidewalk, 2" thick, in place complete.	Per Sq. Yd.	\$ _____	\$ _____
75.	4,820	Cu. Yds., Base Course, 6" thick, in place complete.	Per Cu. Yd.	\$ _____	\$ _____
76.	9,825	L.F. AC Pavement edging, in place complete.	Per L.F.	\$ _____	\$ _____
77.	12	Each, 6' long concrete wheelstop, and all incidentals, in place complete.	Each	\$ _____	\$ _____

HAWAII COMMUNITY DEVELOPMENT AUTHORITY
Remediation/Capping and Interim Parking at Kakaako Makai

Addendum No. 2
Attachment A

PROPOSAL SCHEDULE

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
78.	1,869	Sq. Yds., Percolation Trench 18" thick, including all incidentals, in place complete.	Per Sq. Yd. \$ _____	\$ _____
79.	L.S.	Weed control, and all incidentals	Lump Sum \$ _____	\$ _____
80.	3,540	Cu. Yds., Embankment for Mass Grading, including hauling and all incidentals, in place complete	Per Cu. Yd. \$ _____	\$ _____
81.	5,971	Cu. Yds., Excavation for Mass Grading, including hauling and all incidentals, in place complete	Per Cu. Yd. \$ _____	\$ _____
82.	L.S.	Pavement Striping and Markings, including all incidentals, in place complete.	Lump Sum \$ _____	\$ _____
83.	L.S.	Signage Production and Installation, in place complete.	Lump Sum \$ _____	\$ _____
84.	1	Each, Permanent Drain Inlet Filters, including installation, and all incidentals, in place complete.	Each \$ _____	\$ _____
85.	1,046	L.F., 6-foot high Chain Link Fence, and all incidentals, in place complete.	Per L.F. \$ _____	\$ _____
86.	Allowance	1" Water Meter, including 1-1/2" Water Lateral, Excavation, Meter Box, in place complete.	Allowance \$ <u>3,500.00</u>	\$ <u>3,500.00</u>
87.	1	Each, 2" Gate Valve and Valve Box, and all incidentals, in place complete.	Each \$ _____	\$ _____
88.	L.S.	Smooth riding connection to existing roadway and sidewalks, in place complete.	Lump Sum _____	\$ _____
SUBTOTAL FOR SITE IMPROVEMENTS - PIANO PARKING LOT (Items 74 thru 88, inclusive)				\$ <u>_____</u>
TOTAL FOR CIVIL WORK (Items 69 thru 88, inclusive)				\$ <u>_____</u>

HAWAII COMMUNITY DEVELOPMENT AUTHORITY
Remediation/Capping and Interim Parking at Kakaako Makai

Addendum No. 2
Attachment A

PROPOSAL SCHEDULE

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION		UNIT PRICE	TOTAL
<u>ELECTRICAL SYSTEM</u>					
ELECTRICAL SITE - NEW WORK					
89.	1	Each, Penetrate/Patch HH	Each	\$ _____	\$ _____
90.	4	Each, Pole Riser	Each	\$ _____	\$ _____
91.	5	Each, Vehicle Stanchions	Each	\$ _____	\$ _____
92.	1	Each, Equipment Rack	Each	\$ _____	\$ _____
93.	1	Each, 10" x 12" x 6" Pullbox, NEMA 4X	Each	\$ _____	\$ _____
94.	1	Each, Meter/Main, 2P100A, NEMA 4X	Each	\$ _____	\$ _____
95.	1	Each, Panelboard, 24 CKT, 120/240	Each	\$ _____	\$ _____
96.	1	Each, Time Switch	Each	\$ _____	\$ _____
97.	1	Each, Duplex Receptacle, WP, GFCI	Each	\$ _____	\$ _____
98.	1	Each, Contractor Cab, NEMA 4X	Each	\$ _____	\$ _____
99.	10	L.F., 100A Feeder	Per L.F.	\$ _____	\$ _____
100.	1	Each, Light Pole Assembly	Each	\$ _____	\$ _____
101.	3	Each, Light Pole Assembly w/Guy	Each	\$ _____	\$ _____
102.	7	Each, Dual Head Pole Assembly	Each	\$ _____	\$ _____
103.	8	Each, Dual Head Pole Assembly w/Guy	Each	\$ _____	\$ _____

HAWAII COMMUNITY DEVELOPMENT AUTHORITY
Remediation/Capping and Interim Parking at Kakaako Makai

Addendum No. 2
Attachment A

PROPOSAL SCHEDULE

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
104.	40	L.F., 2"C PVC, Schedule 40	Per L.F. \$ _____	\$ _____
105.	710	L.F., 1"C PVC, Schedule 80	Per L.F. \$ _____	\$ _____
106.	410	L.F., Trenching/Backfill	Per L.F. \$ _____	\$ _____
107.	1	Cu. Yds., Concrete	Per Cu. Yd. \$ _____	\$ _____
108.	2,470	L.F., 3/C #8 (AL), 600V, XHHW	Per L.F. \$ _____	\$ _____
109.	820	L.F., #6 AWG,XHHW	Per L.F. \$ _____	\$ _____
110.	300	L.F., Pullstring	Per L.F. \$ _____	\$ _____
111.	L.S.	Testing	Lump Sum \$ _____	\$ _____
112.	L.S.	Miscellaneous	Lump Sum \$ _____	\$ _____
113.	Allowance	Estimated HECO (POWER) Cost	\$ <u>3,809.00</u>	\$ _____
TOTAL FOR ELECTRICAL SYSTEM (Items 89 thru 113, inclusive)				\$ _____

HAWAII COMMUNITY DEVELOPMENT AUTHORITY
Remediation/Capping and Interim Parking at Kakaako Makai

Addendum No. 2
Attachment A

PROPOSAL SCHEDULE

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
LANDSCAPING				
Trees and Palms				
114.	35	Each, Coconut Palm Field Stock; 15' to 20' Brown Trunk Height	Each \$ _____	\$ _____
115.	10	Each, True Kou Tree 25 Gallon Container; 6' to 8'; 2" Caliper	Each \$ _____	\$ _____
Shrubs				
116.	115	Each, Spider Lily, 3 Gallon Container	Each \$ _____	\$ _____
117.	9	Each, Koki'o Kea (Hibiscus waimeae), 1 Gallon Container	Each \$ _____	\$ _____
Ground Covers				
118.	21,147	Sq. Ft., Naupaka Kahakai (Scaevola sericea), 1Gallon Container @ 2'-6" On Center Spacing	Per Sq. Ft. \$ _____	\$ _____
119.	8,099	Each, Pa'u O Hi'iaka (Jacquemontia ovalifolia subsp. Sandwicensis), 4" Pot; @ 2'-0" On Center Spacing	Each \$ _____	\$ _____
120.	50,338	Sq. Ft., Zoysia "El Toro" Grass Stolons	Per Sq. Ft. \$ _____	\$ _____

HAWAII COMMUNITY DEVELOPMENT AUTHORITY
Remediation/Capping and Interim Parking at Kakaako Makai

Addendum No. 2
Attachment A

PROPOSAL SCHEDULE

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
Miscellaneous				
121.	72	L.F., Root Control Barrier; Bio-Barrier (19" depth)	Per L.F. \$ _____	\$ _____
122.	172	L.F., Poly-Divider	Per L.F. \$ _____	\$ _____
123.	100	Cu. Yd., Organic Cover Mulch, 2" Layer	Per Cu. Yd. \$ _____	\$ _____
124.	5	Cu. Yd., #3A Fine Gravel w/ Weed Cloth Below, 3" Layer	Per Cu. Yd. \$ _____	\$ _____
125.	67,874	Sq. Ft., Irrigation System	Per Sq. Ft. \$ _____	\$ _____
126.	L.S.	Maintenance Period (3 months)	Lump Sum \$ _____	\$ _____
127.	836	Cu. Yd., Imported Screened Topsoil w/ Amendments, 4" Layer	Per Cu. Yd. \$ _____	\$ _____
TOTAL FOR LANDSCAPING (Items 114 thru 127, inclusive)				\$ _____

PROPOSAL SCHEDULE

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
PIANO PARKING LOT RECAPITULATION				
A.		TOTAL FOR CIVIL WORK (Items 69 thru 88, inclusive)		\$ _____
B.		TOTAL FOR ELECTRICAL SYSTEM (Items 89 thru 113, inclusive)		\$ _____
C.		TOTAL FOR LANDSCAPING (Items 114 thru 127, inclusive)		\$ _____
TOTAL BID PIANO PARKING LOT (Items 69 thru 127, inclusive)				\$ _____

PROPOSAL SCHEDULE

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
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The prices bid herein for the following items shall include all materials, labor, tools, equipment, machinery, and all incidentals necessary to install or construct these items, in place and complete, all in accordance with the plans and specifications.

GRAVEL CAPPED LOTS

CIVIL WORK

MOBILIZATION / DEMOLITION

128.	L.S.	Mobilization/Demobilization. (Cost of demobilization shall be considered incidental to the cost of mobilization).	Lump Sum	\$ _____	\$ _____
129.	L.S.	Erosion Control Measures including silt fence, dust barrier, catchbasin/inlet protection, turbidity curtain system, ingress/egress pad, and all incidentals, in place complete.	Lump Sum	\$ _____	\$ _____
130.	L.S.	Clearing and removal of unwanted material including, but not limited to, rubbish, lumber, metal poles, scrap metal, trash piles, loose debris, vector control, and all other incidentals.	Lump Sum	\$ _____	\$ _____
131.	19	Each, Demolition, removal, and decommission of existing monitoring wells, including removal of well casing, pressure grout borehole, documentation, and all incidentals, in place complete.	Each	\$ _____	\$ _____
SUBTOTAL FOR MOBILIZATION / DEMOLITION (Items 128 thru 131, inclusive)					\$ _____

HAWAII COMMUNITY DEVELOPMENT AUTHORITY
Remediation/Capping and Interim Parking at Kakaako Makai

Addendum No. 2
Attachment A

PROPOSAL SCHEDULE

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
SITE IMPROVEMENTS				
LOT 2				
132.	1,838	Cu. Yds., 3/4"-2-1/2" Crush Stone, 6" thick, including all incidentals, in place complete.	Per Cu. Yd. \$ _____	\$ _____
133.	18	Cu. Yds., 3/4"-2-1/2" Crush Stone, 6" thick, with Envirogrid panel, tendon restraint, and earth anchoring system, in place complete.	Per Cu. Yd. \$ _____	\$ _____
SUBTOTAL FOR SITE IMPROVEMENTS - PARKING LOT 2 (Items 132 thru 133, inclusive)				\$ _____
SITE IMPROVEMENTS				
LOT 4				
134.	1,118	Cu. Yds., 3/4"-2-1/2" Crush Stone, 6" thick, including all incidentals, in place complete.	Per Cu. Yd. \$ _____	\$ _____
135.	143	Cu. Yds., 3/4"-2-1/2" Crush Stone, 6" thick, with Envirogrid panel, tendon restraint, and earth anchoring system, in place complete.	Per Cu. Yd. \$ _____	\$ _____
136.	302	Sq. Yds., Asphalt Pavement, 2" thick, in place complete.	Per Sq. Yd. \$ _____	\$ _____
137.	51	Cu. Yds., Base Course, 6" thick, in place complete.	Per Cu. Yd. \$ _____	\$ _____
SUBTOTAL FOR SITE IMPROVEMENTS - PARKING LOT 4 (Items 134 thru 137, inclusive)				\$ _____
SITE IMPROVEMENTS				
LOT 6				
138.	56	Cu. Yds., 3/4"-2-1/2" Crush Stone, 6" thick, including all incidentals, in place complete.	Per Cu. Yd. \$ _____	\$ _____
SUBTOTAL FOR SITE IMPROVEMENTS - PARKING LOT 6 (Items 138, inclusive)				\$ _____

HAWAII COMMUNITY DEVELOPMENT AUTHORITY
Remediation/Capping and Interim Parking at Kakaako Makai

Addendum No. 2
Attachment A

PROPOSAL SCHEDULE

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
SITE IMPROVEMENTS				
LOT 8				
139.	837	Cu. Yds., 3/4"-2-1/2" Crush Stone, 6" thick, including all incidentals, in place complete.	Per Cu. Yd. \$ _____	\$ _____
140.	64	Cu. Yds., 3/4"-2-1/2" Crush Stone, 6" thick, with Envirogrid panel, tendon restraint, and earth anchoring system, in place complete.	Per Cu. Yd. \$ _____	\$ _____
141.	426	Sq. Ft., Concrete Drop Driveway Ramp, 6" thick, including 6" base course, welded wire fabric, and all incidentals, in place complete.	Per Sq. Ft. \$ _____	\$ _____
142.	L.S.	Traffic Control, including police officer(s), and all incidentals	Lump Sum \$ _____	\$ _____
143.	345	Cu. Yds., Characterization and removal of existing stockpile material, including hauling, and all incidentals	Per Cu. Yd. \$ _____	\$ _____
144.	Allowance	Disposal of stockpile material characterized as contaminated soil.	Allowance \$ <u>35,000.00</u>	\$ <u>35,000.00</u>
145.	247	L.F., 6-foot high Chain Link Fence, and all incidentals, in place complete.	Per L.F. \$ _____	\$ _____
SUBTOTAL FOR SITE IMPROVEMENTS - PARKING LOT 8 (Items 139 thru 145, inclusive)				\$ <u> </u>
TOTAL FOR CIVIL WORK (Items 128 thru 145, inclusive)				\$ <u> </u>
A.	TOTAL FOR CIVIL WORK (Items 128 thru 145, inclusive)			\$ _____
TOTAL BID GRAVEL CAPPED LOTS (Items 128 thru 145, inclusive)				\$ <u> </u>

PROPOSAL SCHEDULE

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
----------	--------------------	-------------	------------	-------

TOTAL BID
FORREST AVENUE PARKING LOT and PIANO PARKING LOT and GRAVEL CAPPED LOTS

RECAPITULATION

- | | | |
|----|--|----------|
| 1. | TOTAL FINAL COST ESTIMATE FORREST AVENUE PARKING LOT
(Items 1 thru 68, inclusive) | \$ _____ |
| 2. | TOTAL FINAL COST ESTIMATE PIANO PARKING LOT
(Items 69 thru 127, inclusive) | \$ _____ |
| 3. | TOTAL FINAL COST ESTIMATE GRAVEL CAPPED LOTS
(Items 128 thru 145, inclusive) | \$ _____ |

TOTAL BID FORREST AVENUE PARKING LOT and PIANO PARKING LOT and GRAVEL CAPPED LOTS (Items 1 thru 145, inclusive)	\$ _____
--	-----------------

The undersigned also agrees as follows:

1. That the quantities of work shown herein are approximate only and are subject to increase or decrease, and offers to do the work whether the quantities are increased or decreased at the unit prices stated in the proposal schedule.
2. That the bids submitted on the various items in this PROPOSAL FORM on which a LUMP SUM bid is asked, include all materials, equipment, labor and all other incidental work required for the complete construction and installation of this Project all in accordance with the plans and Specifications.

That the quantities in any item on a LUMP SUM bid in this PROPOSAL FORM are approximate only and that payment will be made only for the item in place complete, regardless of amount of material, equipment and labor necessary to complete the same in a proper and workmanlike manner and in accordance with the plans and Specifications. That the quantities shown distributed in the LUMP SUM items are given only for his convenience and for the purpose of making monthly estimates. That he shall verify these quantities in any manner he deems necessary or expedient.

3. That the estimated quantities shown on items for which a UNIT PRICE is given in this PROPOSAL FORM are only for the purpose of comparing, on a uniform basis, bids offered for the work under this Contract, and that he is satisfied with and will at no time dispute said estimated quantities as a means for comparing the bids. That he will make no claim 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 actually installed and the said estimated quantities.

That 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.

4. That if the product of the UNIT PRICE bid by the number of units does not equal the total amount named by the bidder of any items, it will be assumed that the error was made in computing the total amount and for the purpose of computing the lowest bidder, the named UNIT PRICE alone will be considered as representing the bidder's intention and the total amount bid on such item shall be considered to be the amount arrived at by multiplying the UNIT PRICE by the number of units.
5. That the amount specified for an allowance item in this PROPOSAL FORM is an estimate only, and may be increased or decreased. Any unused portion of the allowance item shall remain with HCDA upon completion of the Project.
6. That the time of performance for completion and project acceptance, including obtaining all permits as applicable, shall be completed within 200 calendar days from the commencement date in the Notice to Proceed exclusive of weekends and holidays.
7. That the liquidated damages shall be based on the amount specified in SP5 – Liquidated Damages of the SPECIAL PROVISIONS for each and every calendar day delay in the completion of the Contract.

8. That HCDA reserves the right to accept or reject any bid and to waive any defect therein, when in HCDA's opinion such rejection or waiver will be for the best interest of the State of Hawaii.
9. That the final award of the Contract hereunder will be conditioned upon (1) HCDA having the right to hold all bids for a period of one hundred eighty (180) calendar days from the date of bid opening, during which no bids shall be withdrawn and (2) funding availability and release.
10. That the Notice to Proceed shall be within ninety (90) calendar days after the Contract award date unless otherwise agreed between HCDA and the Contractor.
11. That he shall execute the contract agreement and furnish the required bonds within ten (10) calendar days after the date of the award. That failure to do so shall be subject to forfeiture of bid security in accordance with Section 3 of the GENERAL PROVISIONS.
12. That HCDA reserves the right to delete any bid item after bid opening and selection of the lowest responsible bidder. In such situations, it is understood that the revised total bid price is the sum remaining after subtracting the sum of the deleted bid item prices from the original total bid.
13. That enclosed herewith is:
surety bond)
certificate of deposit)
certified check)
legal tender)
(cross out 4) cashier's check)

for the sum of _____
DOLLARS (\$_____), being not less than the sum required under Section 2.8, Bid Security, of the GENERAL PROVISIONS.

14. That he certifies that he is licensed to undertake this Project pursuant to Chapter 444, HRS, relating to licensing of Contractors.
15. That he has prepared this PROPOSAL FORM without collusion with any other bidders of this Project, has carefully examined the jobsite; and has studied the proposed scope of work contemplated, the annexed PROPOSAL FORM form of contract and the plans therein referred to.
16. That his receipt is hereby acknowledged and complete examination is hereby expressly guaranteed of the following listed items: the INVITATION TO BID, the INSTRUCTIONS TO BIDDERS, the PROPOSAL FORM, the SPECIAL PROVISIONS, the GENERAL PROVISIONS, the PROJECT FORMS, the Technical Specifications and the Project plans.
17. That if this PROPOSAL FORM is accepted and the Contract awarded, he shall prior to payment of the final estimate, execute the attached non-gratuity affidavit form.

18. That he acknowledges receipt of any addendum issued by HCDA, recording in the space below the date of receipt.

Addendum No. 1 _____ Addendum No. 3 _____

Addendum No. 2 _____ Addendum No. 4 _____

19. That he has included in this PROPOSAL FORM the complete listing of all joint contractors or subcontractors covered under Chapter 444, HRS, who will be engaged on this Project along with their contractor's license number and the nature and scope of work to be performed by said joint contractor or subcontractor; has verified that his joint contractor or subcontractor has the proper license at the time of submittal of the bid; and that this PROPOSAL FORM shall be rejected by HCDA if it does not comply with this requirement.

20. That he has read and shall fully comply with the following: "A" General Engineering Contractors and "B" General Building Contractors are reminded that due to the Hawaii Supreme Court's January 28, 2002 decision in Okada Trucking Co., Ltd. v. Board of Water Supply, et. al., 97 Haw. 450 (2002), they are prohibited from undertaking any work, solely as or part of a larger project that would require the general Contractor to act as a specialty contractor in any area in which the general Contractor has no license. Although the "A" and "B" contractor may still bid on and act as the "prime" Contractor on an "A" or "B" project (See HRS § 444-7 for the definitions of an "A" and "B" project), respectively, the "A" and "B" contractor may only perform work in the areas in which they have the appropriate contractor's license (*An "A" or "B" contractor obtains "C" specialty contractor's licenses either on its own, or automatically under HAR § 16-77-32*). The remaining work must be performed by appropriately licensed entities. It is the sole responsibility of the Contractor to review the requirements of the Project and determine the appropriate licenses that are required to complete the Project.

The undersigned hereby certifies that the bid prices contained in the attached PROPOSAL FORM have been carefully checked and are submitted as correct and final.

Name of Corporation, Partnership or Individual

Signature and Title of Signer (Corporate Seal)

NOTE:

If the bidder is a CORPORATION, the legal name of the corporation shall be set forth above, together with the signature(s) of the officer(s) authorized to sign contracts on behalf of the corporation. Please attach to this page evidence of the authority of the officer(s) to sign on behalf of the corporation.

If the bidder is a PARTNERSHIP, the true name of the firm shall be set forth above, together with the signature(s) of the partner(s) authorized to sign contracts on behalf of the partnership. Please attach to this page evidence of the authority of the partner(s) to sign on behalf of the partnership.

If bidder is an INDIVIDUAL, his signature shall be placed above.

If signature is by an agent, other than an officer of a corporation or member of a partnership, a POWER OF ATTORNEY must be on file with the Department prior to the opening of bids or submitted with the bid; otherwise the bid may be rejected as irregular and unauthorized.

Business Address _____

Business Telephone _____

Date _____, 2010

Nature of Firm/License No.	Nature of Work
----------------------------	----------------

Subcontractor:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____

Joint Contractor:

1. _____
2. _____

Vendor:

1. _____
2. _____
3. _____
4. _____

HAWAII PRODUCTS PREFERENCE AND/OR USE OF HAWAII PRODUCTS

In accordance with ACT 175, SLH 2009, the Hawaii products preference is applicable to this solicitation. Hawaii Products may be available for those items noted in the schedule below. A current Hawaii products list is also available on the SPO webpage at <http://hawaii.gov/spo>, click on 'Procurement of Goods, Services, and Construction-Chapter 103D, HRS'; under 'Procurement' click on 'Preferences', 'Hawaii Products' and select 'Hawaii Products List' to view.

Offeror offering a Hawaii Product (HP) shall identify the HP on the schedule below. Any person desiring a Hawaii product preference shall have the product(s) certified and qualified if not currently on the Hawaii products list. Persons wishing to certify and qualify a product not currently listed as a Hawaii Product shall submit a *Certification for Hawaii Product Preference* (form SPO-38) to: HCDA Executive Director, c/o The Limtiaco Consulting Group, Inc., 650 Iwilei Road, Suite 208, Honolulu, Hawaii 96817 no later than 12:00 p.m. (noon), February 24, 2010. View the current Hawaii Products List on the State Procurement Office (SPO) website at <http://hawaii.gov/spo>, click on 'Procurement of Goods, Services, and Construction-Chapter 103D, HRS'; under 'Procurement', click on 'Preferences', 'Hawaii Products' and select 'Hawaii Products List'.

For each product, one form shall be completed and submitted (i.e. 3 products should have 3 separate forms completed). The form is available on the SPO webpage at <http://hawaii.gov/spo> under the 'Quicklinks' menu; click on 'Forms for Vendors, Contractors, and Services Providers' to view and complete form SPO-38 online.

The responsibility for certification and qualification shall rest upon the person requesting the preference. Late submittals for this solicitation will not be reviewed by this agency.

When a solicitation contains both HP and non-HP, then for the purpose of selecting the lowest bid or purchase price only, the price offered for a HP item shall be decreased by subtracting 10% for the class I or 15% for the class II HP items offered, respectively. The lowest total offer, taking the preference into consideration, shall be awarded the contract unless the offer provides for additional award criteria. The contract amount of any contract awarded, however, shall be the amount of the price offered, exclusive of the preferences.

Change in Availability of Hawaii product. In the event of any change that materially alters the offeror's ability to supply Hawaii products, the offeror shall immediately notify the procurement officer in writing and the parties shall enter into discussions for the purposes of revising the contract or terminating the contract for convenience.

It is understood that certain Hawaii products as described in the schedule below are acceptable to be used in this work and that pursuant to Section 103D-1002, HRS, which provides preference for Hawaii products, the bidder proposing to use such Hawaii products **must** fill in the schedule below.

However, where there are a number of qualifying classes of Hawaii products of a given description, the bidder must indicate on the schedule which class will be furnished by circling the class of the particular Hawaii product that will be used. Otherwise, preference will be given based on the class with the lower percentage.

If the bidder proposes to use Hawaii products, the bidder must so designate in said schedule by entering the cost of such product in the appropriate space provided. Failure on the part of the bidder to designate the use of a Hawaii product will void any preference for that product.

**SCHEDULE OF ACCEPTABLE HAWAII PRODUCTS AND
DESIGNATION OF HAWAII PRODUCTS TO BE USED**

ACCEPTABLE HAWAII PRODUCTS			HAWAII PRODUCTS TO BE USED
Description	Class	Manufacturer	Cost FOB Jobsite, Unloaded Including Applicable General Excise & Use Taxes
Aggregates and Sand – Basalt, Rock, Cinder, Limestone and Coral	I	Ameron International Corporation	\$
		Delta Construction Corporation	
		Goodfellow Bros., Inc	
		Grace Pacific	
		Hawaiian Cement	
		Tileco, Inc.	
Aggregates – Recycled Asphalt and Concrete	I	Grace Pacific	\$
Asphalt and Paving Materials	I	Black Plumeria LLC	\$
		Grace Pacific Corporation	
		Walker-Moody Pavement	
Cement and Concrete Products	I	Ameron International Corporation	\$
		BOMAT, Ltd.	
		Hawaiian Cement	
		Tileco, Inc.	
Precast Concrete Products	I	Ramtek Fabrication Co., Inc.	\$
Signs – Traffic, regulatory & construction	I	GP Roadway Solutions, Inc.	\$
		Safety Systems Hawaii, Inc.	
Compost Filter	I	Enviro Tech BioSolutions Hawaii, Inc.	\$

STATE OF HAWAII
HAWAII COMMUNITY DEVELOPMENT AUTHORITY
HONOLULU, HAWAII

ADDENDUM NO. 1

TO

SPECIFICATIONS AND LEGAL DOCUMENTS

FOR

KAKA`AKO COMMUNITY DEVELOPMENT DISTRICT

REMEDIATION/CAPPING AND INTERIM SURFACE PARKING AT KAKA`AKO MAKAI

HONOLULU, OAHU, HAWAII

TAX MAP KEY NO: (1) 2-1-015:053, (1) 2-1-058: 048, 082 – 086, 091, 095,
(1) 2-1-060: 001, 002, 004 - 006

February 18, 2010

The items listed hereinafter are hereby made a part of the contract for the above project and shall govern the work, taking precedence over previously issued plans and specifications governing the items mentioned.

A. SPECIFICATIONS

1. PROPOSAL FORM

Delete the Proposal Schedule in its entirety and replace with the attached Revised Proposal Schedule. (**Attachment A**)

2. DIVISION 02

a. SECTION 02 40 00 – DEMOLITION AND STRUCTURE MOVING

Delete the Section 02 40 00 – Demolition and Structure Moving in its entirety and replace with the attached Revised Section 02 40 00. (**Attachment B**)

3. DIVISION 31

a. SECTION 31 11 00 – CLEARING AND GRUBBING

Delete the Section 31 11 00 - Clearing and Grubbing in its entirety and replace with the attached Revised Section 31 11 00.

(Attachment C)

b. SECTION 31 31 19 – VEGETATION CONTROL

1. Para. 1.02 Delete this paragraph and insert the following paragraph:

“Furnish all labor, materials and equipment necessary placing or spraying weed killer on the prepared parking and driveway subgrade prior to the installation of the wearing course and where called for on Drawings and on existing growth prior to the installation of the gravel capping or application of asphalt in the case of patching.”

2. Para. 2.01 Delete this paragraph and insert the following paragraph:

“Weed Killer shall be “Casoron 4G”, “Norosac 4G”, or an approved equal for under asphalt application on new pavement, and shall be “Hyvar X”, “Roundup” or approved equal for application to existing weeds for patching of existing pavement and gravel capped areas.”

. Para. 3.01.B Delete this paragraph and insert the following paragraph:

“In treatment of existing growth on resurfacing jobs or gravel capping, mix the weed killer and uniformly spray.”

4. DIVISION 32

a. SECTION 32 90 00 – LANDSCAPING

1. Para. 1.07.C.3. Delete this paragraph and insert the following paragraph:

“Warrant plant material furnished under this section for a period of one year after acceptance, although it does not include plants reverting to the general species. The Construction Manager will determine the nonconformance of the plant materials, and notify the Landscape Contractor in writing of the required replacement work. All materials and work shall be at the expense of the

Landscape Contractor. All work shall be completed within 15 working days from the date of the Construction Manager's letter."

B. DRAWINGS (Attachment D)

1. Plan Sheet No. G-02 – GENERAL NOTES, ABBREVIATIONS, AND SYMBOLS
 - a. Add Sewer Notes.
2. Plan Sheet No. C-03 – DEMOLITION PLAN FORREST AVENUE PARKING LOT
 - a. Add deletion of a.c. curb.
 - b. Revise removal of exist chain link fence to removal under separate contract.
 - c. Delete indication to adjust existing SMH top.
 - d. Delete indication to cut and plug exist 8" sewerline and demolish and remove existing 2' of SMH top.
 - e. Add note for removal/decommission of existing monitoring wells.
3. Plan Sheet No. C-04 – DEMOLITION PLAN PIANO PARKING LOT "A"
 - a. Add note for removal/decommission of existing monitoring wells.
4. Plan Sheet No. C-05 – DEMOLITION PLAN PIANO PARKING LOT "B"
 - a. Add note for removal/decommission of existing monitoring wells.
5. Plan Sheet No. C-06 – DEMOLITION PLAN PIANO PARKING LOT "C"
 - a. Add note for removal/decommission of existing monitoring wells.
6. Plan Sheet No. C-07 – GRADING PLAN FORREST AVENUE PARKING LOT
 - a. Delete indication to adjust existing SMH top.
7. Plan Sheet No. C-09 – GRADING PLAN PIANO PARKING LOT "B"
 - a. Revise grade slopes.
8. Plan Sheet No. C-10 – GRADING PLAN PIANO PARKING LOT "C"
 - a. Revise spot elevations.
9. Plan Sheet No. C-15 – SITE AND UTILITY PLAN FORREST AVENUE PARKING LOT
 - a. Add detectable warning.
 - b. Add note indicating Detectable Warning detail.
 - c. Add clarification for Planter Island area.

10. Plan Sheet No. C-17 – SIGNAGE AND STRIPING PLAN
 - a. Add detectable warning.
 - b. Add note indicating Detectable Warning detail.
 - c. Add demolition of a.c. curb.

11. Plan Sheet No. C-18 – SITE PLAN PIANO PARKING LOT “A”
 - d. Add clarification for Planter Island area.

12. Plan Sheet No. C-19 – SITE PLAN PIANO PARKING LOT “B”
 - a. Add clarification for Planter Island area.

13. Plan Sheet No. C-20 – SITE PLAN PIANO PARKING LOT “C”
 - a. Add clarification for Planter Island area.

14. Plan Sheet No. C-24 – LOT 2
 - a. Add note indicating to remove/decommission existing monitoring wells.

15. Plan Sheet No. C-25 – LOT 4
 - a. Add note indicating to remove/decommission existing monitoring wells.

16. Plan Sheet No. C-27 – LOT 8
 - a. Add note indicating to remove/decommission existing monitoring wells.

17. Plan Sheet No. C-28 – CIVIL DETAILS - 1
 - a. Add revised Typical Demolition and Abandon-in-Place SMH Detail.

18. Plan Sheet No. C-29 – CIVIL DETAILS - 2
 - a. Revise Planter Island Detail.
 - b. Revise AC Pavement/Sidewalk and Edging Detail.

19. Plan Sheet No. C-31 – CIVIL DETAILS - 4
 - a. Add Detectable Warning Detail.

20. Plan Sheet No. L-06 – IRRIGATION PLAN – FORREST AVENUE PARKING LOT

- a. Clarification to irrigation valve station numbers #A5, #A6, #A8, and #A25.
- b. Disconnected irrigation lateral tying valve stations #A25 and #A6.
- c. Reduce valve size at stations #A18 and #A7 from 1-1/2" to 1".

21. Plan Sheet No. L-06 – IRRIGATION PLAN – PIANO PARKING LOT "A"

- a. Added 2" irrigation main and 4" sleeve.

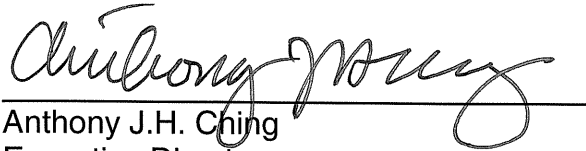
C. MINUTES OF PRE-BID MEETING

The attached Minutes of Pre-bid Meeting are hereby incorporated (**Attachment E**) and made part of the contract for the above Proposal documents and shall be used to clarify and/or amend the previously issued drawings and specifications effective the date of this addendum.

D. QUESTIONS SUBMITTED AFTER PRE-BID MEETING

Questions submitted after the Pre-Bid Meeting are attached (**Attachment F**) and hereby incorporated and made part of the contract for the above Proposal documents and shall be used to clarify and/or amend the previously issued drawings and specifications effective the date of this addendum.

Approved by:



Anthony J.H. Ching
Executive Director
Hawaii Community Development Authority

SECTION 02 40 00 – DEMOLITION AND STRUCTURE MOVING

PART 1 – GENERAL

1.01 **GENERAL REQUIREMENTS**

As specified in SECTION 01 11 00 – SUMMARY OF WORK.

1.02 **DESCRIPTION OF WORK**

- A. Furnish all labor, materials and equipment necessary to accomplish all demolition and removal of existing structures as indicated on the plans, and as specified herein.
- B. Work shall include, but not be limited to the following:
 - 1. Demolish and remove existing structures, utilities, manholes, pavement, trees, shrubs, monitoring wells, and appurtenant items shown on the plans unless indicated to remain or relocated or as directed by the Construction Manager.
 - 2. Should the Contractor propose any demolition or removal of existing structures in addition to that shown in the Construction Drawings, he shall submit drawings for approval to the Construction Manager identifying said items ten (10) working days prior to the proposed commencement of such action, along with justifications for their demolition or removal. The Contractor shall submit for Construction Manager's review, erosion control measures employed during demolition and construction.
 - 3. The Contractor shall exercise extreme caution and comply with all OSHA and State of Hawaii Occupational Safety and Health Law (HIOSHA) requirements when working in the vicinity of hazardous substances. All removed asphalt pavement, sidewalks, curbs, gutters, etc., and other improvements shall be disposed off-site by the Contractor at his expense in compliance with all regulatory agency requirements.

1.03 **RELATED SECTIONS**

- A. SECTION 01 35 43 – ENVIRONMENTAL PROCEDURES.
- B. SECTION 31 22 00 – GRADING.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION

3.01 PREPARATION

A. Site Inspection:

1. Prior to any work in this Section, the Contractor shall inspect the entire site and verify with the Construction Manager all objects designated to be removed and to be preserved.
2. The Contractor shall locate all existing utilities and determine requirements for disconnection, capping, and/or protection.

B. Scheduling:

1. Prior to starting work, the Contractor shall submit a plan and list of procedures for performing the demolition and removal work. The plan shall be approved by the Construction Manager.
2. Procedures shall include provisions for safe conduct of the work, removal, disposition of items to be salvaged, protection of property to remain, coordination with other work, timely disconnection of utilities, and a schedule of the sequence of operations.

C. Protect all existing items to remain. Any damage to existing facilities to remain shall be repaired to original or better condition and to the satisfaction of the Construction Manager by the Contractor at his expense.

D. Protect all existing items to be removed and/or salvaged. Coordinate removal, delivery times, and locations with the Construction Manager.

E. Utility services to be abandoned and/or removed shall be disconnected and plugged as required according to the approved demolition schedule. Utility lines encountered that are not shown on the plans, but are intended for removal, shall be disposed of as directed by the Construction Manager.

F. Unless indicated elsewhere in the construction documents, remove concrete slabs, sidewalks, and foundations, and asphalt paving including aggregate base. Provide neat saw cuts at limits of pavement removal.

G. Demolish existing items identified on plans completely. Use such methods as required to complete the work within the limitations of governing regulations.

H. Use only suitable excavated material or imported borrow material approved by the Construction Manager for filling any areas exposed by demolition.

I. During demolition, keep work wetted down thoroughly to prevent dust and dirt from creating nuisance conditions. Clean adjacent structures and objects of all dust, dirt and debris resulting from demolition operations, as directed by the Construction Manager.

- J. Cut tree roots in accordance with the best practices of the trade in order not to injure or damage the tree during construction operations. All cut roots greater than 2 inches in diameter shall be painted with approved tree wound paint or as directed by the Construction Manager.
- K. Remove all debris from the site as soon as possible. Debris shall be removed and transported in a manner that will prevent spillage on streets or adjacent areas.
- L. Demolish, remove, and decommission existing monitoring wells in accordance with the State of Hawaii, Department of Health, Hazard Evaluation and Emergency Response office's Technical Guidance Manual.

END OF SECTION

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SECTION 31 11 00 – CLEARING AND GRUBBING

PART 1 – GENERAL

1.01 **GENERAL REQUIREMENTS**

As specified in SECTION 01 11 00 – SUMMARY OF WORK.

1.02 **DESCRIPTION OF WORK**

Furnish all labor, materials and equipment necessary for removing and disposing of vegetative and unwanted material for areas of proposed development or improvement. The Contractor shall clear the premises of all obstacles and obstructions, the removal of which will be necessary for the proper reception, construction, execution and completion of other work included in this Contract. The Contractor shall clear (only) the gravel capped lots (Lots 2, 4, 6, 8). The Contractor shall clear and grub the AC paved parking lots (Forrest Avenue and Piano Parking Lots) prior to grading.

1.03 **RELATED SECTIONS**

- A. SECTION 01 73 00 – EXECUTION.
- B. SECTION 01 35 43 – ENVIRONMENTAL PROCEDURES.
- C. SECTION 31 25 00 – EROSION AND SEDIMENTATION CONTROL.

1.04 **LIMITS**

The limits of clearing and grubbing shall cover the entire site as needed to construct the proposed site improvements as indicated on the Drawings.

1.05 **PRECAUTIONS**

- A. The Contractor shall take extra precaution when working near any culturally sensitive areas within the project site in accordance with the archaeological requirements listed in SECTION 01 11 00 – SUMMARY OF WORK.
- B. The Contractor shall protect from injury and damage all surrounding trees, plants, etc., and shall leave all in as good as condition as at present. Any damage to existing improvement shall be repaired or replaced by the Contractor at his expense to the satisfaction of the Construction Manager.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION

3.01 VECTOR CONTROL

Prior to clear and grubbing, the contractor shall provide five (5) minimum days of a vector control program to abate, contain, eradicate, and suppress vector populations including mice and rats. The vector control program shall include the most humane methods possible including, but not limited to, baiting and trapping.

3.02 CLEARING

Unless indicated elsewhere in these Contract Documents, clear the natural ground of loose vegetative and unwanted material interfering with the proposed work. Vegetative material includes, but is not limited to, weeds, brush, roots, stumps, trees, logs, roots of downed trees, residue of agricultural crops, and grass. Unwanted material includes, but is not limited to, rubbish, lumber, metal poles, scrap metal, trash piles and other loose debris.

3.03 GRUBBING (FORREST AVENUE AND PIANO PARKING LOT)

- A. After clearing has been completed, the Forrest Avenue and Piano Parking Lot sites shall be stripped of the organically contaminated near-surface soils to a minimum depth of 6 inches. Completely remove stumps, trees and roots to a minimum of 3 feet below existing ground level. Remove all large roots in excess of 2 inches in diameter, and backfill and compact the resulting depression. All debris accumulated from this operation shall be completely removed from the premises by the Contractor at his expense.
- B. Grub the area below the natural ground surface within the limits specified above of vegetative and unwanted material interfering with the proposed work.
- C. Completely remove stumps and roots and nonperishable solid objects. Backfill stump holes and other holes with structural material and compact according to SECTION 31 22 00 – GRADING.
- D. Soft and yielding areas encountered during clearing and grubbing shall be over-excavated to expose firm natural material, and the resulting excavation shall be backfilled with well-compacted engineered fill.
- E. In proposed structural areas, soft soil is to be removed and disposed of off-site.

3.04 REMOVAL AND DISPOSAL OF MATERIAL

All cleared or grubbed materials shall become the property of the Contractor and shall be hauled away from the site and disposed of by the Contractor at his expense to an authorized land disposal site. No burning to dispose of this material will be permitted. No materials shall be dumped on private or public property without proper authorization.

END OF SECTION

MEETING MINUTES

Addendum No. 1

Attachment E

15702
PreBid Meeting

February 4, 2010
9:00 a.m.

Project: Remediation/Capping and Interim Surface Parking at Kaka`ako Makai

Participants: See Sign-In Sheet

Purpose: Contractor PreBid Meeting

Meeting Time: 9:00 AM

I. Welcome & Introduction

1. Introduction of HCDA project team and TLCG design team.
2. Sign-in sheet-will be used to send notifications in addition to HCDA website
3. Project Overview
 - a. Emphasized hazardous materials/contaminated soils work; requires workforce member who meet minimum requirements establish in construction documents.
 - b. 6 major project areas.
 - c. Contract for 200 calendar days.
 - d. Working hours are 8 consecutive hours from 7:45am.
 - e. No work on Saturday, Sunday, or State Holidays.

II. Bid Procedure

1. Bid Opening Date is Thursday, February 25, 2010 at 2:00 p.m., The Limtiaco Consulting Group, 650 Iwilei Road, Suite 208, Honolulu, Hawaii 96817.
2. Notice of Intent to Bid -10 calendar days prior to bid opening.
3. Questions on Plans & Specifications - 14 calendar days prior to bid.
4. Qualifications - 2 calendar days prior to bid opening.
5. Letters of Acknowledgment - 2 calendar days prior to bid opening.
6. Affidavit of Individual/Corporation - 2 calendar days prior to bid opening.
7. Contract/Procurement Notes:
 - a. Check all math on bid form.
 - b. Don't leave any bid item lines blank.
 - c. Provide all proper tax clearances.
 - d. Ensure company name on all forms match and are accurate.
 - e. Ensure Certificate of Good Standing, bonds, and Licenses are up to date.
 - f. Ensure Insurance Certificate is up to date.
 - g. Do not submit bids with additional conditions.
 - h. Acknowledge any/all addendums.
 - i. Provide list of General/Sub Contractors.
 - j. Project is assemblage of three (3) major bid items.

III. Site Access

1. Project consists of 6 project areas; phasing up to contractor.
2. Parking for Contractors limited to streets. May be worked out with construction manager.
3. Access to project areas limited to existing driveways/openings.
4. Storage of materials limited to project site.

MEETING MINUTES

Addendum No. 1

Attachment E

15702
PreBid Meeting

February 4, 2010
9:00 a.m.

IV. Design Issues

1. Publicly Sensitive Area
 - a. SMA Application currently under a Contested Case process.
2. Environmental Conditions and Monitoring:
 - a. Contractors must be capable of performing construction activities with hazardous materials/contaminated soils.
 - b. Contractor is responsible for complying with all appropriate and applicable OSHA requirements when working with potential hazardous materials.
 - c. Contractor is responsible for preventing off-site migration of potential hazardous materials (dust, runoff, soil attached to vehicles, etc.) and should provide quantifiable data to ensure that such requirements are being met (i.e., area air monitoring).
 - d. Project designed to balance cut/fill as much as possible. Contractor responsible to remove any excess material per Fed., State, County regulations and approved sites.
3. Project Scope - consists of 6 project areas:
 - a. Forrest Ave. Parking, Piano Parking, 6" Gravel Capping 2, 4, 6, 8.
4. HECO Connection (Allowance) – requires coordination.

V. Clarifications

1. Specifications:
 - a. Section 31 11 00 – Clearing and Grubbing, Para. 3.02.A. – Intent to have organically contaminated plant matter removed to a depth of 6-inches. Contractors option on how to minimize the removal of the contaminated soil that may be associated with the removal of plant matter.
2. Drawings:
 - a. Lot 8 – Drawings call for the characterization and removal of stockpile. It is our understanding that material is not contaminated. However, should the material be considered as contaminated, a change order would be issued to address "contaminated" nature of material.
3. Soils Report available for review at TLCG.
4. DOH Documents available for review at TLCG.
5. Permit Status:
 - a. NPDES – Form C only (NO DEWATERING)
 - b. Building Permit – Processing. SMA under Contested Case process.

VI. Questions and Discussions:

Submit questions in writing to Kyle Kaneshiro at The Limtiaco Consulting Group, 650 Iwilei Road, Suite 208, Honolulu, Hawaii 96817, Ph: 596-7790, Fax: 596-7361, Eml: kyle@tlcghawaii.com.

1. There is a discrepancy between civil and landscape drawings for a removal of a tree. Please clarify.

Response: Please submit question in writing as we are unsure of which tree indicated.

MEETING MINUTES

Addendum No. 1

Attachment E

15702
PreBid Meeting

February 4, 2010
9:00 a.m.

2. Will the Department of Health documents be available on CD?

Response: Document is available for review at TLCG. We will make documents available on CD by Monday.

3. Who was the Environmental consultant on the project?

Response: EnviroServices and Training Center.

4. What are the hazardous materials?

Response: Information on hazardous material/contaminated soil is available in DOH documents prepared by ETC and available at TLCG. In general, and as referenced in the project specifications, the contaminants at the site include petroleums, heavy metals, and polynuclear aromatic hydrocarbons, typically stemming from historic incinerator operations and/or commercial/industrial activities. The term "hazardous material" should not be confused with the term "hazardous waste." The term "hazardous materials" is very broad and is taken from the US DOT definition. The term "hazardous materials" is typically used in reference to the contaminated soils identified on the project site, but could also be used to describe other materials that the contractor may use for its operations (e.g., diesel fuel is also considered a hazardous material). Hazardous waste, a US EPA term, is very specific in nature. Currently, we do not have data indicating the presence of hazardous waste at the site.

5. The plans indicate more embankment than excavation. However, contractor is responsible for removal of excess material. Is the stockpile part of the excess material?

Response: The stockpile shall be characterized and removed as indicated. Our information indicates that the stockpile material is not contaminated. If the stockpile is determined to be contaminated, a change order would be issued to address the contaminated nature. Although design of the parking lots intended to balance earthwork quantities, we cannot eliminate the possibility for the removal of contaminated material. The contractor would be responsible for any removal of contaminated soil that is resultant of construction.

6. ETC was the design consultant. Will they be able to bid for the construction work?

Response: ETC has elected to remove itself from bidding as a subcontractor for the construction work.

Forrest Ave. Parking Lot:

7. Are the electrical poles to be removed?

Response: Yes. The electrical poles (2) are to be removed. One electrical pole near the mauka-Ewa corner of the lot is to remain. This is source for the electrical feed to the site.

MEETING MINUTES

15702
PreBid Meeting

Addendum No. 1
Attachment E
February 4, 2010
9:00 a.m.

8. Will contractor (Wasa Electric) remove the fencing around their stockpile area or will this project remove the fence?

Response: Wasa will remove their fencing surrounding the stockpile area..

Lot 4

9. Will weed killer be applied prior to laying of 6" gravel layer.

Response: We will investigate and address in Addendum.

10. What about vector control. Grubbing the area would probably move rats to other locations.

Response: We will investigate and address in Addendum.

PRE-BID QUESTIONS

Addendum No. 1
Attachment F

15702

Project: Remediation/Capping and Interim Surface Parking at Kaka`ako Makai

Jas. W. Glover, February 4, 2010

1. DWG C-03 shows existing tree to be removed in the east corner of the Forrest Parking Lot, but DWG L-01 shows existing tree to remain. Please verify.

Response: Existing tree located near the east corner of Forrest Ave. Parking Lot shall be removed in this contract.

2. Grading plan for Piano Parking Lot "B" does not match with Lot "C" for some of the "Elev. At Pavement Finish Grade" by the matchline. Please verify.

Response: See Addendum No. 1.

3. Which item will the planter islands as shown in Detail 4/C-29 be paid for under?

Response: Planter Island Detail indicated on drawing 4/C-29 shall be paid for in line item #9 and #75 in the original bid documents. Associated landscaping shall be paid for in various line items under the Landscaping section of the bid items.

4. Per Detail 6/C-29, the base course extends 12" beyond the a.c. pavement, please clarify if the 12" of base course will be in the planter island area or in the a.c. pavement area when compared to the site plans. Please also see Detail 4/C-29.

Response: See Addendum No. 1.

Jas. W. Glover, February 5, 2010

1. Item No. 66 seems to be missing from the proposal schedule. Please verify.

Response: Item will be addressed in Addendum 1.

2. An existing monument located next to the existing concrete piles in the south east end of Forrest Parking Lot seems to be missing from the drawings. Please verify.

Response: The "monument" is a cap for a monitoring well that will be removed under this contract and addressed under Addendum 1.

Site Engineering, February 10, 2010

1. It seems grading quantities indicated on the drawing are to finish grades. Please clarify grading quantities.

Response: Yes, grading quantities indicated on the drawings are to finish grades. Bid form will be revised to indicate quantities to sub-base grades.

PRE-BID QUESTIONS

Addendum No. 1
Attachment F

15702

HCDA, February 10, 2010

1. Clarification should be made addressing the removal of the stockpile material on Lot 8.

Response: In lieu of response made at the Pre-Bid Meeting on February 4, 2010, an allowance will be provided on the bid form to address if the stockpiles on Lot 8 are characterized as Hazardous Material (contaminated soil). The allowance will provide for the difference in disposal cost (only) between clean material and contaminated soil. The contractor shall allocate a base cost for the removal (loading, hauling, etc.) in the bid form as provided.

HAWAII COMMUNITY DEVELOPMENT AUTHORITY

STATE OF HAWAII

SPECIFICATIONS AND LEGAL DOCUMENTS

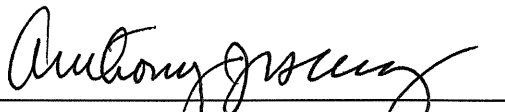
FOR

KAKA'AKO COMMUNITY DEVELOPMENT DISTRICT

REMEDIATION/CAPPING AND INTERIM SURFACE PARKING AT KAKA'AKO MAKAI

HONOLULU, OAHU, HAWAII

APPROVED:



ANTHONY J.H. CHING
Executive Director

1/20/2010

DATE

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DIVISION 00

PROCUREMENT AND CONTRACTING REQUIREMENTS

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SECTION 00 01 10 – TABLE OF CONTENTS

DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS

SECTION

00 01 10	TABLE OF CONTENTS.....	1 - 2
00 01 15	LIST OF DRAWING SHEETS.....	1 - 2
00 11 16	INVITATION TO BID.....	1 - 2
00 21 13	INSTRUCTIONS TO BIDDERS.....	1 - 2
00 42 46	PROPOSAL FORM.....	1 - 29
00 45 13	BIDDER’S QUALIFICATIONS.....	1 - 13
00 60 00	PROJECT FORMS	
00 72 00	GENERAL CONDITIONS “GENERAL PROVISIONS FOR CONSTRUCTION CONTRACT, 2008 EDITION”, THE HAWAII COMMUNITY DEVELOPMENT AUTHORITY	
00 73 00	SUPPLEMENTARY CONDITIONS “APPENDIX TO THE GENERAL PROVISIONS”	
00 74 00	SPECIAL PROVISIONS.....	1 - 7

DIVISION 01 - GENERAL REQUIREMENTS

SECTION

01 11 00	SUMMARY OF WORK.....	1 - 7
01 31 00	PROJECT MANAGEMENT AND COORDINATION.....	1 - 5
01 32 00	CONSTRUCTION PROGRESS DOCUMENTATION.....	1 - 6
01 33 00	SUBMITTAL PROCEDURES.....	1 - 4
01 35 43	ENVIRONMENTAL PROCEDURES.....	1 - 6
01 45 00	QUALITY CONTROL.....	1 - 2
01 55 26	TRAFFIC CONTROL.....	1 - 4
01 73 00	EXECUTION.....	1 - 7
01 77 00	CLOSEOUT PROCEDURES.....	1 - 7
01 89 13	SITE PREPARATION PERFORMANCE REQUIREMENTS.....	1 - 2

DIVISION 02 – EXISTING CONDITIONS

SECTION

02 40 00	DEMOLITION AND STRUCTURE MOVING.....	1 - 3
----------	--------------------------------------	-------

DIVISION 03 - CONCRETE

SECTION

03 30 00	CAST-IN-PLACE CONCRETE.....	1 - 2
----------	-----------------------------	-------

DIVISION 26 – ELECTRICAL

SECTION

26 00 00	GENERAL ELECTRICAL REQUIREMENTS.....	1 - 5
26 20 00	ELECTRICAL WORK.....	1 - 13

DIVISION 31 - EARTHWORK

SECTION

31 11 00	CLEARING AND GRUBBING.....	1 - 2
31 22 00	GRADING.....	1 - 6
31 23 00	EXCAVATION AND FILL.....	1 - 4
31 25 00	EROSION AND SEDIMENTATION CONTROL.....	1 - 4
31 31 19	VEGETATION CONTROL.....	1 - 2

DIVISION 32 – EXTERIOR IMPROVEMENTS

SECTION

32 12 16	ASPHALT PAVING.....	1 - 2
32 17 23	PAVEMENT MARKINGS.....	1 - 3
32 31 13	CHAIN LINK FENCES AND GATES.....	1 - 2
32 84 00	PLANTING IRRIGATION.....	1 - 8
32 90 00	LANDSCAPING.....	1 - 9

SECTION 00 01 15 – LIST OF DRAWING SHEETS

<u>DWG.</u> <u>NO.</u>	<u>DESCRIPTON</u>	<u>SHEET</u> <u>NO.</u>
<u>TITLE</u>		
T-01	TITLE SHEET.....	1
<u>GENERAL</u>		
G-01	GENERAL NOTES.....	2
G-02	GENERAL NOTES, ABBREVIATIONS, AND SYMBOLS.....	3
<u>CIVIL</u>		
C-01	GENERAL PLAN.....	4
C-02	EROSION CONTROL PLAN.....	5
C-03	DEMOLITION PLAN – FORREST AVENUE PARKING LOT.....	6
C-04	DEMOLITION PLAN – PIANO PARKING LOT “A”.....	7
C-05	DEMOLITION PLAN – PIANO PARKING LOT “B”.....	8
C-06	DEMOLITION PLAN – PIANO PARKING LOT “C”.....	9
C-07	GRADING PLAN – FORREST AVENUE PARKING LOT.....	10
C-08	GRADING PLAN – PIANO PARKING LOT “A”.....	11
C-09	GRADING PLAN – PIANO PARKING LOT “B”.....	12
C-10	GRADING PLAN – PIANO PARKING LOT “C”.....	13
C-11	ACCESSIBLE PARKING SPOT ELEVATIONS.....	14
C-12	SITE SECTIONS – FORREST AVENUE PARKING LOT.....	15
C-13	SITE SECTIONS – PIANO PARKING LOT.....	16
C-14	SITE SECTIONS – PIANO PARKING LOT.....	17
C-15	SITE AND UTILITY PLAN – FORREST AVENUE PARKING LOT.....	18
C-16	SIGNAGE AND STRIPING PLAN – FORREST AVENUE PARKING LOT...	19
C-17	SIGNAGE AND STRIPING PLAN.....	20
C-18	SITE PLAN – PIANO PARKING LOT “A”.....	21
C-19	SITE PLAN – PIANO PARKING LOT “B”.....	22
C-20	SITE PLAN – PIANO PARKING LOT “C”.....	23
C-21	SIGNAGE AND STRIPING PLAN – PIANO PARKING LOT “A”.....	24
C-22	SIGNAGE AND STRIPING PLAN – PIANO PARKING LOT “B”.....	25
C-23	SIGNAGE AND STRIPING PLAN – PIANO PARKING LOT “C”.....	26
C-24	SITE PLAN – LOT 2.....	27
C-25	SITE PLAN – LOT 4.....	28
C-26	SITE PLAN – LOT 6.....	29
C-27	SITE PLAN – LOT 8.....	30
C-28	CIVIL DETAILS – 1.....	31
C-29	CIVIL DETAILS – 2.....	32
C-30	CIVIL DETAILS – 3.....	33
C-31	CIVIL DETAILS – 4.....	34
C-32	BORING LOGS.....	35
C-33	TRAFFIC CONTROL PLAN.....	36

<u>DWG. NO.</u>	<u>DESCRIPTON</u>	<u>SHEET NO.</u>
<u>ELECTRICAL</u>		
E-01	ELECTRICAL SYMBOL LIST AND GENERAL NOTES.....	37
E-02	ELECTRICAL SITE DEMOLITION PLAN – FORREST AVENUE PARKING LOT.....	38
E-03	ELECTRICAL SITE PLAN – FORREST AVENUE PARKING LOT.....	39
E-04	ELECTRICAL SITE PLAN – PIANO PARKING LOT “A”.....	40
E-05	ELECTRICAL SITE PLAN – PIANO PARKING LOT “B”.....	41
E-06	ELECTRICAL SITE PLAN – PIANO PARKING LOT “C”.....	42
E-07	EQUIPMENT DETAILS AND ONE-LINE DIAGRAM – FORREST AVENUE PARKING LOT.....	43
E-08	EQUIPMENT DETAILS AND ONE-LINE DIAGRAM – PIANO PARKING LOT.....	44
E-09	POLE LIGHT DETAILS.....	45
E-10	GUYING DETAIL.....	46
 <u>LANDSCAPE</u>		
L-01	LANDSCAPE PLANTING PLAN – FORREST AVENUE PARKING LOT.....	47
L-02	LANDSCAPE PLANTING PLAN – PIANO LOT PARKING “A”.....	48
L-03	LANDSCAPE PLANTING PLAN – PIANO LOT PARKING “B”.....	49
L-04	LANDSCAPE PLANTING PLAN – PIANO LOT PARKING “C”.....	50
L-05	PLANT LIST, DETAILS & NOTES.....	51
L-06	IRRIGATION PLAN – FORREST AVENUE PARKING LOT.....	52
L-07	IRRIGATION PLAN – PIANO LOT PARKING “A”.....	53
L-08	IRRIGATION PLAN – PIANO LOT PARKING “B”.....	54
L-09	IRRIGATION PLAN – PIANO LOT PARKING “C”.....	55
L-10	IRRIGATION LEGEND, DETAILS & NOTES.....	56

SECTION 00 11 16 – INVITATION TO BID

SEALED BIDS will be received up to and publicly opened and read aloud on February 25, 2010, 2:00 p.m., in the office of The Limtiaco Consulting Group, Inc., 650 Iwilei Road, Suite 208, Honolulu, Hawaii 96817, for:

KAKAAKO COMMUNITY DEVELOPMENT DISTRICT REMEDIATION/CAPPING AND INTERIM SURFACE PARKING AT KAKAAKO MAKAI HONOLULU, OAHU, HAWAII

This is a project of the Hawaii Community Development Authority (HCDA). The work consists of interim environmental remediation and capping of various contaminated sites within the Kakaako Makai Area to the satisfaction of the State of Hawaii, Department of Health. These interim environmental remediation and capping activities will be conducted at a total of six lots located within the Makai Area of the Kakaako District. Two lots are proposed for conversion to interim parking lots and four lots are proposed to be capped with six inches of gravel.

Plans and Specifications on CD-ROM may be obtained from The Limtiaco Consulting Group, Inc., 650 Iwilei Road, Suite 208, Honolulu, Hawaii 96817 upon application.

Prospective bidders are encouraged to attend a pre-bid conference on February 4, 2010, at 9:00 a.m., at the HCDA Conference Room, 461 Cooke Street. The purpose of the conference is to discuss the scope of work, critical construction procedures, and basis of contract award. Failure of the bidder to attend this conference and to receive information discussed, which may be pertinent to their bid, shall not entitle the bidder to seek additional payment later for any work or construction requirement desired by the HCDA, which had been outlined at the pre-bid conference.

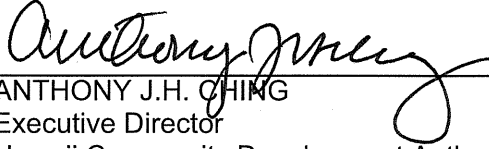
All prospective bidders must give written notice of their intention to bid to the HCDA Executive Director, c/o The Limtiaco Consulting Group, Inc., 650 Iwilei Road, Suite 208, Honolulu, Hawaii 96817. Such written notice, together with a certification stating that the bidder is licensed to undertake this project pursuant to Chapter 444, Hawaii Revised Statutes (HRS), relating to the licensing of contractors, must be faxed, hand-carried or mailed sufficiently ahead of time to be received by The Limtiaco Consulting Group, Inc., no later than 2:00 p.m., February 12, 2010.

All prospective bidders must be capable of performing construction activities with hazardous materials/contaminated soils, for which the bids are called for, using workforce members who meet the minimum requirements established by HCDA. All prospective bidders shall submit letters of acknowledgment to verify qualifying project experience to the HCDA Executive Director, c/o The Limtiaco Consulting Group, Inc., 650 Iwilei Road, Suite 208, Honolulu, Hawaii 96817 no later than 2:00 p.m., February 23, 2010.

Bidders' attention is also directed to Section 103D-1002, HRS, which relates to preferences for Hawaii products. The Hawaii Products List may be examined at the office of The Limtiaco Consulting Group, Inc., 650 Iwilei Road, Suite 208, Honolulu, Hawaii 96817.

Bidders are to thoroughly familiarize themselves with the existing conditions and the amount and kind of work to be performed. The submission of a bid shall be considered as a

warranty that the bidder has made such examination and is satisfied with the conditions to be encountered in performing the work.


ANTHONY J.H. CHING
Executive Director
Hawaii Community Development Authority

SECTION 00 21 13 – INSTRUCTIONS TO BIDDERS

OWNER:

State of Hawaii
HAWAII COMMUNITY DEVELOPMENT AUTHORITY
461 Cooke Street
Honolulu, Hawaii 96813

PROJECT:

**KAKAAKO COMMUNITY DEVELOPMENT DISTRICT
REMEDIATION/CAPPING AND INTERIM SURFACE PARKING
AT KAKAAKO MAKAI
HONOLULU, OAHU, HAWAII**

BID OPENING:

**2:00 p.m.
Thursday February 25, 2010
The Limtiaco Consulting Group Office
650 Iwilei Road, Suite 208
Honolulu, Hawaii 96817**

The bidder's attention is directed to the following bidding instructions in addition to those provided in the PROPOSAL FORM, SPECIAL PROVISIONS and GENERAL PROVISIONS. As stated in Subsection 2.4.1 of the GENERAL PROVISIONS, it is the responsibility of the bidder to examine carefully the project site and the entire bid package, and submission of a bid shall be considered as a warranty that the bidder has made such examination and is informed of the conditions and requirements in performing the Work.

1. An original proposal form will not be provided. Bidders are responsible to print a hard copy of the proposal form provided in the project CD-ROM for their own use.
2. Bidders shall submit the completed proposal and other required documents in a sealed 9" x 12" envelope, labeled with the name of the bidder and marked "Proposal for" followed by the above noted project title, as their bid offer.
3. Bidders shall submit answers to all questions and provide all information requested in the BIDDER'S QUALIFICATION, properly executed and notarized, setting forth a complete statement of the experience of such prospective bidder and his organization in successfully performing interim environmental remediation and capping of various contaminated sites within the Kakaako Makai Area to the satisfaction of the State of Hawaii, Department of Health. These interim environmental remediation and capping activities will be conducted at a total of six lots located within the Makai Area of the Kakaako District. Two lots are proposed for conversion to interim parking lots and four lots are proposed to be capped with six inches of gravel.

Failure to submit and/or complete the BIDDER'S QUALIFICATION will be sufficient cause for HCDA to disqualify a prospective bidder.

4. The PROPOSAL, BIDDER'S QUALIFICATION, and other required documents, will only be accepted at the office of The Limtiaco Consulting Group, Inc., as stated in the INVITATION TO BID.
5. The project is an assemblage of three (3) major bid items. The Project Contract Limits for each major bid item are as follows:
 - Forrest Avenue Parking Lot
 - Piano Parking Lot
 - Gravel Capped Lots (Lot 2, Lot 4, Lot 6, and Lot 8)

The HCDA reserves the right to delete any bid item after bid opening and selection of the lowest responsible bidder. In such situations, it is understood that the revised total bid price is the sum remaining after subtracting the sum of the deleted bid item prices from the original total bid.

SECTION 00 42 46 – PROPOSAL FORM

Contractor

Honolulu, Hawaii

_____, 2010

Mr. Anthony J. H. Ching
Executive Director
Hawaii Community Development Authority
461 Cooke Street
Honolulu, Hawaii 96813

Dear Mr. Ching:

The undersigned hereby proposes and agrees if this PROPOSAL FORM is accepted, to furnish and pay all labor, materials, tools, equipment and incidental work necessary to construct or install in place complete, the work called for under and in accordance with the true intent of the Contract Documents for:

KAKAAKO COMMUNITY DEVELOPMENT DISTRICT

REMEDIATION/CAPPING AND INTERIM SURFACE PARKING
AT KAKAAKO MAKAI

HONOLULU, OAHU, HAWAII

on file in the office of Hawaii Community Development Authority (HCDA), 461 Cooke Street, Honolulu, Hawaii 96813, and that he will take in payment therefore the unit and/or lump sum as itemized in the following schedule:

HAWAII COMMUNITY DEVELOPMENT AUTHORITY
Remediation/Capping and Interim Parking at Kakaako Makai

PROPOSAL SCHEDULE

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
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The prices bid herein for the following items shall include all materials, labor, tools, equipment, machinery, and all incidentals necessary to install or construct these items, in place and complete, all in accordance with the plans and specifications.

FORREST AVENUE PARKING LOT

CIVIL WORK

MOBILIZATION / DEMOLITION

1.	L.S.	Mobilization/Demobilization. (Cost of demobilization shall be considered incidental to the cost of mobilization).	Lump Sum	\$ _____
2.	L.S.	Erosion Control Measures including silt fence, dust barrier, inlet protection, ingress/egress pad, and all incidentals, in place complete.	Lump Sum	\$ _____
3.	L.S.	Demolition and removal of existing structures, curbs and gutters, A.C. pavement and base course, sidewalks, fencing, vegetation, and all other incidentals	Lump Sum	\$ _____
4.	L.S.	Construction survey and layout	Lump Sum	\$ _____
SUBTOTAL FOR MOBILIZATION / DEMOLITION (Items 1 thru 4, inclusive)				\$ _____

SITE IMPROVEMENTS

5.	11,090	Sq. Yds., Asphalt Pavement/Sidewalk, 2" thick, in place complete.	Per Sq. Yd.	\$ _____
6.	1,849	Cu. Yds., Base Course, 6" thick, in place complete.	Per Cu. Yd.	\$ _____
7.	5,662	L.F. AC Pavement edging, and all incidentals, in place complete.	Per L.F.	\$ _____
8.	7	Each, 6' long concrete wheelstop, and all incidentals, in place complete.	Each	\$ _____

HAWAII COMMUNITY DEVELOPMENT AUTHORITY
Remediation/Capping and Interim Parking at Kakaako Makai

PROPOSAL SCHEDULE

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
9.	769	Sq. Yds., Percolation Trench 18" thick, and all incidentals, in place complete.	Per Sq. Yd. \$ _____	\$ _____
10.	L.S.	Weed control, and all incidentals	Lump Sum \$ _____	\$ _____
11.	1,844	Cu. Yds., Embankment for Mass Grading, including hauling, in place complete	Per Cu. Yd. \$ _____	\$ _____
12.	1,435	Cu. Yds., Excavation for Mass Grading, including hauling, in place complete	Per Cu. Yd. \$ _____	\$ _____
13.	L.S.	Pavement Striping and Markings, and all incidentals in place complete.	Lump Sum \$ _____	\$ _____
14.	L.S.	Signage Production and Installation, and all incidentals, in place complete.	Lump Sum \$ _____	\$ _____
15.	10	Each, Permanent Drain Inlet Filters, including installation, and all incidentals, in place complete.	Each \$ _____	\$ _____
16.	48	L.F., 6-foot high Chain Link Fence, and all incidentals, in place complete.	Per L.F. \$ _____	\$ _____
17.	Allowance	1" Water Meter, including 1-1/2" Water Lateral, Excavation, Meter Box, in place complete.	Allowance \$ <u>3,500.00</u>	\$ <u>3,500.00</u>
18.	1	Each, 2" Gate Valve and Valve Box, and all incidentals, in place complete.	Each \$ _____	\$ _____
19.	L.S.	Traffic Control, including police officer(s), and all incidentals	Lump Sum \$ _____	\$ _____
20.	L.S.	Smooth riding connection to existing roadway and sidewalks, in place complete.	Lump Sum _____	\$ _____
SUBTOTAL FOR SITE IMPROVEMENTS (Items 5 thru 20, inclusive)				\$ _____

HAWAII COMMUNITY DEVELOPMENT AUTHORITY
Remediation/Capping and Interim Parking at Kakaako Makai

PROPOSAL SCHEDULE

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
SIGNAGE AND STRIPING FORREST AVENUE CROSSWALK				
21.	L.S.	Removal of existing striping and all other incidentals	Lump Sum	\$ _____
22.	L.S.	Pavement Striping and Markings, and all incidentals, in place complete.	Lump Sum	\$ _____
23.	L.S.	Traffic Control, including police officer(s), and all incidentals	Lump Sum	\$ _____
SUBTOTAL FOR SIGNAGE AND STRIPING - FORREST AVENUE CROSSWALK (Items 21 thru 23, inclusive)				\$ _____
SIGNAGE AND STRIPING KEAWE STREET ACCESS				
24.	L.S.	Pavement Striping and Markings, and all incidentals, in place complete.	Lump Sum	\$ _____
25.	203	L.F., 6-foot high Chain Link Fence, and all incidentals, in place complete.	Per L.F.	\$ _____
SUBTOTAL FOR SIGNAGE AND STRIPING - KEAWE STREET ACCESS (Items 24 thru 25, inclusive)				\$ _____
TOTAL FOR CIVIL WORK (Items 1 thru 25, inclusive)				\$ _____

HAWAII COMMUNITY DEVELOPMENT AUTHORITY
Remediation/Capping and Interim Parking at Kakaako Makai

PROPOSAL SCHEDULE

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
<u>ELECTRICAL SYSTEM</u>				
ELECTRICAL DEMOLITION WORK				
26.	1	Each, Floodlight Pole Assembly	Each \$ _____	\$ <u> </u>
27.	1	Each, Electrical Equipment	Each \$ _____	\$ <u> </u>
28.	3	Each, Wooden Utility Pole	Each \$ _____	\$ <u> </u>
29.	335	L.F., OH Power Lines	Per L.F. \$ _____	\$ <u> </u>
30.	335	L.F., OH Tel Lines	Per L.F. \$ _____	\$ <u> </u>
31.	L.S.	Miscellaneous	Lump Sum \$ _____	\$ <u> </u>
SUBTOTAL FOR DEMOLITION WORK (Items 26 thru 31, inclusive)				\$ <u> </u>

HAWAII COMMUNITY DEVELOPMENT AUTHORITY
Remediation/Capping and Interim Parking at Kakaako Makai

PROPOSAL SCHEDULE

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
ELECTRICAL SITE - NEW WORK				
32.	4	Each, Pole Riser	Each \$ _____	\$ _____
33.	1	Each, Equipment Rack	Each \$ _____	\$ _____
34.	1	Each, 10" x 12" x 6" Pullbox, NEMA 4X	Each \$ _____	\$ _____
35.	1	Each, Meter/Main, 2P100A, NEMA 4X	Each \$ _____	\$ _____
36.	1	Each, Panelboard, 24 CKT, 120/240	Each \$ _____	\$ _____
37.	1	Each, Time Switch	Each \$ _____	\$ _____
38.	1	Each, Duplex Receptacle, WP, GFCI	Each \$ _____	\$ _____
39.	1	Each, Contractor Cab, NEMA 4X	Each \$ _____	\$ _____
40.	10	L.F., 100A Feeder	Per L.F. \$ _____	\$ _____
41.	6	Each, Dual Head Pole Assembly w/Guy	Each \$ _____	\$ _____
42.	1	Each, Light Pole Assembly	Each \$ _____	\$ _____
43.	4	Each, Light Pole Assembly w/Guy	Each \$ _____	\$ _____
44.	45	L.F., 2"C PVC, Schedule 40	Per L.F. \$ _____	\$ _____

HAWAII COMMUNITY DEVELOPMENT AUTHORITY
Remediation/Capping and Interim Parking at Kakaako Makai

PROPOSAL SCHEDULE

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
45.	375	L.F., 1"C PVC, Schedule 80	Per L.F. \$ _____	\$ _____
46.	280	L.F., Trenching/Backfill	Per L.F. \$ _____	\$ _____
47.	1	Cu. Yds., Concrete	Per Cu. Yd. \$ _____	\$ _____
48.	1,410	L.F., 3/C #8 (AL), 600V, XHHW	Per L.F. \$ _____	\$ _____
49.	280	L.F., #6 AWG,XHHW	Per L.F. \$ _____	\$ _____
50.	235	L.F., Pullstring	Per L.F. \$ _____	\$ _____
51.	L.S.	Testing	Lump Sum \$ _____	\$ _____
52.	L.S.	Miscellaneous	Lump Sum \$ _____	\$ _____
53.	Allowance	Estimated HECO (POWER) Cost	Allowance \$ 1,230.00	\$ 1,230.00
SUBTOTAL FOR SITE - NEW WORK (Items 32 thru 53, inclusive)				\$ _____
TOTAL FOR ELECTRICAL SYSTEM (Items 26 thru 53, inclusive)				\$ _____

HAWAII COMMUNITY DEVELOPMENT AUTHORITY
Remediation/Capping and Interim Parking at Kakaako Makai

PROPOSAL SCHEDULE

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
LANDSCAPING				
Trees and Palms				
54.	3	Each, Hala, Field Stock; 8' to 10' Height, Branching	Each \$ _____	\$ _____
55.	11	Each, Fiji Fan Palm, Field Stock; 8' to 10' Brown Trunk Height	Each \$ _____	\$ _____
56.	33	Each, Areca Palm, 25 Gallon Container; 6' to 8' Height	Each \$ _____	\$ _____
Shrubs				
57.	88	Each, Queen Emma' Spider Lily, 3 Gallon Container	Each \$ _____	\$ _____
58.	38	Each, Spider Lily, 3 Gallon Container	Each \$ _____	\$ _____
59.	571	Each, Pualoalo (Hibiscus arnottianus), 1 Gallon Container; @24' On Center Spacing	Each \$ _____	\$ _____
Ground Cover				
60.	24,435	Sq. Ft., Red Coromadel, Rooted Cuttings @ 8" On Center Spacing	Per Sq. Ft. \$ _____	\$ _____
61.	6,910	Sq.Ft., Seashore Paspalum Grass Stolons	Per Sq. Ft. \$ _____	\$ _____
Miscellaneous				
62.	100	L.F., Root Control Barrier; Bio-Barrier (19" depth)	Per L.F. \$ _____	\$ _____
63.	113	L.F., Poly-Divider	Per L.F. \$ _____	\$ _____
64.	31,345	Sq. Ft., Irrigation System	Per Sq. Ft. \$ _____	\$ _____
65.	386	Cu. Yd., Imported Screened Topsoil w/ Amendments 4" Layer	Per Cu. Yd. \$ _____	\$ _____
TOTAL FOR LANDSCAPING				\$ _____
(Items 54 thru 66, inclusive)				\$ _____

HAWAII COMMUNITY DEVELOPMENT AUTHORITY
Remediation/Capping and Interim Parking at Kakaako Makai

PROPOSAL SCHEDULE

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
FORREST AVENUE PARKING LOT RECAPITULATION				
A.		TOTAL FOR CIVIL WORK (Items 1 thru 25, inclusive)		\$ _____
B.		TOTAL FOR ELECTRICAL SYSTEM (Items 26 thru 53, inclusive)		\$ _____
C.		TOTAL FOR LANDSCAPING (Items 54 thru 66, inclusive)		\$ _____
TOTAL BID FORREST AVENUE PARKING LOT (Items 1 thru 66, inclusive)				\$ _____

HAWAII COMMUNITY DEVELOPMENT AUTHORITY
Remediation/Capping and Interim Parking at Kakaako Makai

PROPOSAL SCHEDULE

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
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The prices bid herein for the following items shall include all materials, labor, tools, equipment, machinery, and all incidentals necessary to install or construct these items, in place and complete, all in accordance with the plans and specifications.

PIANO PARKING LOT

CIVIL WORK

MOBILIZATION / DEMOLITION

67.	L.S.	Mobilization/Demobilization. (Cost of demobilization shall be considered incidental to the cost of mobilization).	Lump Sum	\$ _____
68.	L.S.	Erosion Control Measures including silt fence, dust barrier, inlet protection, ingress/egress pad, and all incidentals, in place complete.	Lump Sum	\$ _____
69.	L.S.	Demolition and removal of existing structures, curbs and gutters, A.C. pavement and base course, sidewalks, fencing, vegetation, and all other incidentals	Lump Sum	\$ _____
70.	L.S.	Construction survey and layout	Lump Sum	\$ _____
SUBTOTAL FOR MOBILIZATION / DEMOLITION (Items 67 thru 70, inclusive)				\$ _____

SITE IMPROVEMENTS

71.	28,919	Sq. Yds., Asphalt Pavement/Sidewalk, 2" thick, in place complete.	Per Sq. Yd.	\$ _____
72.	4,820	Cu. Yds., Base Course, 6" thick, in place complete.	Per Cu. Yd.	\$ _____
73.	9,825	L.F. AC Pavement edging, in place complete.	Per L.F.	\$ _____
74.	12	Each, 6' long concrete wheelstop, and all incidentals, in place complete.	Each	\$ _____

HAWAII COMMUNITY DEVELOPMENT AUTHORITY
Remediation/Capping and Interim Parking at Kakaako Makai

PROPOSAL SCHEDULE

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
75.	1,869	Sq. Yds., Percolation Trench 18" thick, in place complete. Per Sq. Yd.	\$ _____	\$ _____
76.	L.S.	Weed control, and all incidentals Lump Sum	\$ _____	\$ _____
77.	7,887	Cu. Yds., Imported Mass for Fine Grading, including hauling, in place complete Per Cu. Yd.	\$ _____	\$ _____
78.	1,773	Cu. Yds., Excavation for Mass Grading, including hauling, in place complete Per Cu. Yd.	\$ _____	\$ _____
79.	L.S.	Pavement Striping and Markings, in place complete. Lump Sum	\$ _____	\$ _____
80.	L.S.	Lump Sum, Signage Production and Installation, in place complete. Lump Sum	\$ _____	\$ _____
81.	1	Each, Drain Inlet Filters, in place complete. Each	\$ _____	\$ _____
82.	1,046	L.F., 6-foot high Chain Link Fence, and all incidentals, in place complete. Per L.F.	\$ _____	\$ _____
83.	Allowance	1" Water Meter, including 1-1/2" Water Lateral, Excavation, Meter Box, in place complete. Allowance	\$ <u>3,500.00</u>	\$ <u>3,500.00</u>
84.	1	Each, 2" Gate Valve and Valve Box, and all incidentals, in place complete. Each	\$ _____	\$ _____
85.	L.S.	Smooth riding connection to existing roadway and sidewalks, in place complete. Lump Sum	_____	\$ _____
SUBTOTAL FOR SITE IMPROVEMENTS - PIANO PARKING LOT (Items 71 thru 85, inclusive)				\$ <u>_____</u>
TOTAL FOR CIVIL WORK (Items 67 thru 85, inclusive)				\$ <u>_____</u>

HAWAII COMMUNITY DEVELOPMENT AUTHORITY
Remediation/Capping and Interim Parking at Kakaako Makai

PROPOSAL SCHEDULE

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
<u>ELECTRICAL SYSTEM</u>				
ELECTRICAL SITE - NEW WORK				
86.	1	Each, Penetrate/Patch HH	Each \$ _____	\$ _____
87.	4	Each, Pole Riser	Each \$ _____	\$ _____
88.	5	Each, Vehicle Stanchions	Each \$ _____	\$ _____
89.	1	Each, Equipment Rack	Each \$ _____	\$ _____
90.	1	Each, 10" x 12" x 6" Pullbox, NEMA 4X	Each \$ _____	\$ _____
91.	1	Each, Meter/Main, 2P100A, NEMA 4X	Each \$ _____	\$ _____
92.	1	Each, Panelboard, 24 CKT, 120/240	Each \$ _____	\$ _____
93.	1	Each, Time Switch	Each \$ _____	\$ _____
94.	1	Each, Duplex Receptacle, WP, GFCI	Each \$ _____	\$ _____
95.	1	Each, Contractor Cab, NEMA 4X	Each \$ _____	\$ _____
96.	10	L.F., 100A Feeder	Per L.F. \$ _____	\$ _____
97.	1	Each, Light Pole Assembly	Each \$ _____	\$ _____
98.	3	Each, Light Pole Assembly w/Guy	Each \$ _____	\$ _____
99.	7	Each, Dual Head Pole Assembly	Each \$ _____	\$ _____
100.	8	Each, Dual Head Pole Assembly w/Guy	Each \$ _____	\$ _____

HAWAII COMMUNITY DEVELOPMENT AUTHORITY
Remediation/Capping and Interim Parking at Kakaako Makai

PROPOSAL SCHEDULE

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
101.	40	L.F., 2"C PVC, Schedule 40	Per L.F. \$ _____	\$ _____
102.	710	L.F., 1"C PVC, Schedule 80	Per L.F. \$ _____	\$ _____
103.	410	L.F., Trenching/Backfill	Per L.F. \$ _____	\$ _____
104.	1	Cu. Yds., Concrete	Per Cu. Yd. \$ _____	\$ _____
105.	2,470	L.F., 3/C #8 (AL), 600V, XHHW	Per L.F. \$ _____	\$ _____
106.	820	L.F., #6 AWG,XHHW	Per L.F. \$ _____	\$ _____
107.	300	L.F., Pullstring	Per L.F. \$ _____	\$ _____
108.	L.S.	Testing	Lump Sum \$ _____	\$ _____
109.	L.S.	Miscellaneous	Lump Sum \$ _____	\$ _____
110.	Allowance	Estimated HECO (POWER) Cost	\$ <u>3,809.00</u>	\$ _____
TOTAL FOR ELECTRICAL SYSTEM (Items 86 thru 110, inclusive)				\$ _____

HAWAII COMMUNITY DEVELOPMENT AUTHORITY
Remediation/Capping and Interim Parking at Kakaako Makai

PROPOSAL SCHEDULE

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
LANDSCAPING				
Trees and Palms				
111.	33	Each, Coconut Palm Field Stock; 15' to 20' Brown Trunk Height	Each \$ _____	\$ _____
112.	10	Each, True Kou Tree 25 Gallon Container; 6' to 8'; 2" Caliper	Each \$ _____	\$ _____
Shrubs				
113.	72	Each, Spider Lily, 3 Gallon Container	Each \$ _____	\$ _____
114.	9	Each, Koki'o Kea (Hibiscus waimeae), 1 Gallon Container	Each \$ _____	\$ _____
Ground Covers				
115.	16,347	Sq. Ft., Naupaka Kahakai (Scaevola sericea), 1Gallon Container @ 2'-6" On Center Spacing	Per Sq. Ft. \$ _____	\$ _____
116.	8,099	Each, Pa'u O Hi'iaka (Jacquemontia ovalifolia subsp. Sandwicensis), 4" Pot; @ 2'-0" On Center Spacing	Each \$ _____	\$ _____
117.	43,428	Sq. Ft., Seashore Paspalum Grass Stolons	Per Sq. Ft. \$ _____	\$ _____

HAWAII COMMUNITY DEVELOPMENT AUTHORITY
Remediation/Capping and Interim Parking at Kakaako Makai

PROPOSAL SCHEDULE

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
Miscellaneous				
118.	72	L.F., Root Control Barrier; Bio-Barrier (19" depth)	Per L.F. \$ _____	\$ _____
119.	172	L.F., Poly-Divider	Per L.F. \$ _____	\$ _____
120.	100	Cu. Yd., Organic Cover Mulch, 2" Layer	Per Cu. Yd. \$ _____	\$ _____
121.	5	Cu. Yd., #3A Fine Gravel w/ Weed Cloth Below, 3" Layer	Per Cu. Yd. \$ _____	\$ _____
122.	67,874	Sq. Ft., Irrigation System	Per Sq. Ft. \$ _____	\$ _____
123.	L.S.	Maintenance Period	Lump Sum \$ _____	\$ _____
124.	836	Cu. Yd., Imported Screened Topsoil w/ Amendments, 4" Layer	Per Cu. Yd. \$ _____	\$ _____
TOTAL FOR LANDSCAPING (Items 111 thru 124, inclusive)				\$ _____

HAWAII COMMUNITY DEVELOPMENT AUTHORITY
Remediation/Capping and Interim Parking at Kakaako Makai

PROPOSAL SCHEDULE

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
PIANO PARKING LOT RECAPITULATION				
A.		TOTAL FOR CIVIL WORK (Items 67 thru 85, inclusive)		\$ _____
B.		TOTAL FOR ELECTRICAL SYSTEM (Items 86 thru 110, inclusive)		\$ _____
C.		TOTAL FOR LANDSCAPING (Items 111 thru 124, inclusive)		\$ _____
TOTAL BID PIANO PARKING LOT (Items 67 thru 124, inclusive)				\$ _____

HAWAII COMMUNITY DEVELOPMENT AUTHORITY
Remediation/Capping and Interim Parking at Kakaako Makai

PROPOSAL SCHEDULE

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
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The prices bid herein for the following items shall include all materials, labor, tools, equipment, machinery, and all incidentals necessary to install or construct these items, in place and complete, all in accordance with the plans and specifications.

GRAVEL CAPPED LOTS

CIVIL WORK

MOBILIZATION / DEMOLITION

125.	L.S.	Mobilization/Demobilization. (Cost of demobilization shall be considered incidental to the cost of mobilization).	Lump Sum	\$ _____
126.	L.S.	Erosion Control Measures including silt fence, dust barrier, catchbasin/inlet protection, turbidity curtain system, ingress/egress pad, and all incidentals, in place complete.	Lump Sum	\$ _____
127.	L.S.	Clearing and removal of unwanted material including, but not limited to, rubbish, lumber, metal poles, scrap metal, trash piles, loose debris, and all other incidentals	Lump Sum	\$ _____
128.	L.S.	Construction field office, and all incidentals	Lump Sum	\$ _____
SUBTOTAL FOR MOBILIZATION / DEMOLITION (Items 125 thru 128, inclusive)				\$ _____

HAWAII COMMUNITY DEVELOPMENT AUTHORITY
Remediation/Capping and Interim Parking at Kakaako Makai

PROPOSAL SCHEDULE

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
SITE IMPROVEMENTS				
LOT 2				
129.	1,838	Cu. Yds., 3/4"-2-1/2" Crush Stone, 6" thick, in place complete.		
		Per Cu. Yd.	\$ _____	\$ _____
130.	18	Cu. Yds., 3/4"-2-1/2" Crush Stone, 6" thick, with Envirogrid panel, tendon restraint, and earth anchoring system, in place complete.		
		Per Cu. Yd.	\$ _____	\$ _____
SUBTOTAL FOR SITE IMPROVEMENTS - PARKING LOT 2 (Items 129 thru 130, inclusive)				\$ _____
SITE IMPROVEMENTS				
LOT 4				
131.	1,118	Cu. Yds., 3/4"-2-1/2" Crush Stone, 6" thick, in place complete.		
		Per Cu. Yd.	\$ _____	\$ _____
132.	143	Cu. Yds., 3/4"-2-1/2" Crush Stone, 6" thick, with Envirogrid panel, tendon restraint, and earth anchoring system, in place complete.		
		Per Cu. Yd.	\$ _____	\$ _____
SUBTOTAL FOR SITE IMPROVEMENTS - PARKING LOT 4 (Items 131 thru 132, inclusive)				\$ _____
SITE IMPROVEMENTS				
LOT 6				
133.	56	Cu. Yds., 3/4"-2-1/2" Crush Stone, 6" thick, in place complete.		
		Per Cu. Yd.	\$ _____	\$ _____
SUBTOTAL FOR SITE IMPROVEMENTS - PARKING LOT 6 (Item 133, inclusive)				\$ _____

HAWAII COMMUNITY DEVELOPMENT AUTHORITY
Remediation/Capping and Interim Parking at Kakaako Makai

PROPOSAL SCHEDULE

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
SITE IMPROVEMENTS				
LOT 8				
134.	837	Cu. Yds., 3/4"-2-1/2" Crush Stone, 6" thick, in place complete. Per Cu. Yd.	\$ _____	\$ _____
135.	64	Cu. Yds., 3/4"-2-1/2" Crush Stone, 6" thick, with Envirogrid panel, tendon restraint, and earth anchoring system, in place complete. Per Cu. Yd.	\$ _____	\$ _____
136.	426	Sq. Ft., Concrete Drop Driveway Ramp, 6" thick, including 6" base course, welded wire fabric, and all incidentals, in place complete. Per Sq. Ft.	\$ _____	\$ _____
137.	L.S.	Traffic Control, including police officer(s), and all incidentals Lump Sum	\$ _____	\$ _____
138.	247	L.F., 6-foot high Chain Link Fence, and all incidentals, in place complete. Per L.F.	\$ _____	\$ _____
SUBTOTAL FOR SITE IMPROVEMENTS - PARKING LOT 8 (Items 134 thru 138 inclusive)				\$ _____
TOTAL FOR CIVIL WORK (Items 125 thru 138, inclusive)				\$ _____
A. TOTAL FOR CIVIL WORK (Items 125 thru 138, inclusive)				\$ _____
TOTAL BID GRAVEL CAPPED LOTS (Items 125 thru 138, inclusive)				\$ _____

HAWAII COMMUNITY DEVELOPMENT AUTHORITY
Remediation/Capping and Interim Parking at Kakaako Makai

PROPOSAL SCHEDULE

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
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TOTAL BID
FORREST AVENUE PARKING LOT and PIANO PARKING LOT and GRAVEL CAPPED LOTS

RECAPITULATION

- | | | | | |
|----|--|--|----|-------|
| 1. | TOTAL FINAL COST ESTIMATE FORREST AVENUE PARKING LOT
(Items 1 thru 66, inclusive) | | \$ | _____ |
| 2. | TOTAL FINAL COST ESTIMATE PIANO PARKING LOT
(Items 67 thru 124, inclusive) | | \$ | _____ |
| 3. | TOTAL FINAL COST ESTIMATE GRAVEL CAPPED LOTS
(Items 125 thru 138, inclusive) | | \$ | _____ |

TOTAL BID FORREST AVENUE PARKING LOT and PIANO PARKING LOT and GRAVEL CAPPED LOTS \$ _____
(Items 1 thru 138, inclusive)

The undersigned also agrees as follows:

1. That the quantities of work shown herein are approximate only and are subject to increase or decrease, and offers to do the work whether the quantities are increased or decreased at the unit prices stated in the proposal schedule.
2. That the bids submitted on the various items in this PROPOSAL FORM on which a LUMP SUM bid is asked, include all materials, equipment, labor and all other incidental work required for the complete construction and installation of this Project all in accordance with the plans and Specifications.

That the quantities in any item on a LUMP SUM bid in this PROPOSAL FORM are approximate only and that payment will be made only for the item in place complete, regardless of amount of material, equipment and labor necessary to complete the same in a proper and workmanlike manner and in accordance with the plans and Specifications. That the quantities shown distributed in the LUMP SUM items are given only for his convenience and for the purpose of making monthly estimates. That he shall verify these quantities in any manner he deems necessary or expedient.

3. That the estimated quantities shown on items for which a UNIT PRICE is given in this PROPOSAL FORM are only for the purpose of comparing, on a uniform basis, bids offered for the work under this Contract, and that he is satisfied with and will at no time dispute said estimated quantities as a means for comparing the bids. That he will make no claim 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 actually installed and the said estimated quantities.

That 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.

4. That if the product of the UNIT PRICE bid by the number of units does not equal the total amount named by the bidder of any items, it will be assumed that the error was made in computing the total amount and for the purpose of computing the lowest bidder, the named UNIT PRICE alone will be considered as representing the bidder's intention and the total amount bid on such item shall be considered to be the amount arrived at by multiplying the UNIT PRICE by the number of units.
5. That the amount specified for an allowance item in this PROPOSAL FORM is an estimate only, and may be increased or decreased. Any unused portion of the allowance item shall remain with HCDA upon completion of the Project.
6. That the time of performance for completion and project acceptance, including obtaining all permits as applicable, shall be completed within 200 calendar days from the commencement date in the Notice to Proceed exclusive of weekends and holidays.
7. That the liquidated damages shall be based on the amount specified in SP5 – Liquidated Damages of the SPECIAL PROVISIONS for each and every calendar day delay in the completion of the Contract.

8. That HCDA reserves the right to accept or reject any bid and to waive any defect therein, when in HCDA's opinion such rejection or waiver will be for the best interest of the State of Hawaii.
9. That the final award of the Contract hereunder will be conditioned upon (1) HCDA having the right to hold all bids for a period of one hundred eighty (180) calendar days from the date of bid opening, during which no bids shall be withdrawn and (2) funding availability and release.
10. That the Notice to Proceed shall be within ninety (90) calendar days after the Contract award date unless otherwise agreed between HCDA and the Contractor.
11. That he shall execute the contract agreement and furnish the required bonds within ten (10) calendar days after the date of the award. That failure to do so shall be subject to forfeiture of bid security in accordance with Section 3 of the GENERAL PROVISIONS.
12. That HCDA reserves the right to delete any bid item after bid opening and selection of the lowest responsible bidder. In such situations, it is understood that the revised total bid price is the sum remaining after subtracting the sum of the deleted bid item prices from the original total bid.
13. That enclosed herewith is:

surety bond)
certificate of deposit)
certified check)
legal tender)
(cross out 4) cashier's check)

for the sum of _____
DOLLARS (\$_____), being not less than the sum required under Section 2.8, Bid Security, of the GENERAL PROVISIONS.
14. That he certifies that he is licensed to undertake this Project pursuant to Chapter 444, HRS, relating to licensing of Contractors.
15. That he has prepared this PROPOSAL FORM without collusion with any other bidders of this Project, has carefully examined the jobsite; and has studied the proposed scope of work contemplated, the annexed PROPOSAL FORM form of contract and the plans therein referred to.
16. That his receipt is hereby acknowledged and complete examination is hereby expressly guaranteed of the following listed items: the INVITATION TO BID, the INSTRUCTIONS TO BIDDERS, the PROPOSAL FORM, the SPECIAL PROVISIONS, the GENERAL PROVISIONS, the PROJECT FORMS, the Technical Specifications and the Project plans.
17. That if this PROPOSAL FORM is accepted and the Contract awarded, he shall prior to payment of the final estimate, execute the attached non-gratuity affidavit form.

18. That he acknowledges receipt of any addendum issued by HCDA, recording in the space below the date of receipt.

Addendum No. 1 _____ Addendum No. 3 _____

Addendum No. 2 _____ Addendum No. 4 _____

19. That he has included in this PROPOSAL FORM the complete listing of all joint contractors or subcontractors covered under Chapter 444, HRS, who will be engaged on this Project along with their contractor's license number and the nature and scope of work to be performed by said joint contractor or subcontractor; has verified that his joint contractor or subcontractor has the proper license at the time of submittal of the bid; and that this PROPOSAL FORM shall be rejected by HCDA if it does not comply with this requirement.

20. That he has read and shall fully comply with the following: "A" General Engineering Contractors and "B" General Building Contractors are reminded that due to the Hawaii Supreme Court's January 28, 2002 decision in Okada Trucking Co., Ltd. v. Board of Water Supply, et. al., 97 Haw. 450 (2002), they are prohibited from undertaking any work, solely as or part of a larger project that would require the general Contractor to act as a specialty contractor in any area in which the general Contractor has no license. Although the "A" and "B" contractor may still bid on and act as the "prime" Contractor on an "A" or "B" project (See HRS § 444-7 for the definitions of an "A" and "B" project), respectively, the "A" and "B" contractor may only perform work in the areas in which they have the appropriate contractor's license (An "A" or "B" contractor obtains "C" specialty contractor's licenses either on its own, or automatically under HAR § 16-77-32). The remaining work must be performed by appropriately licensed entities. It is the sole responsibility of the Contractor to review the requirements of the Project and determine the appropriate licenses that are required to complete the Project.

The undersigned hereby certifies that the bid prices contained in the attached PROPOSAL FORM have been carefully checked and are submitted as correct and final.

Name of Corporation, Partnership or Individual

Signature and Title of Signer (Corporate Seal)

NOTE:

If the bidder is a CORPORATION, the legal name of the corporation shall be set forth above, together with the signature(s) of the officer(s) authorized to sign contracts on behalf of the corporation. Please attach to this page evidence of the authority of the officer(s) to sign on behalf of the corporation.

If the bidder is a PARTNERSHIP, the true name of the firm shall be set forth above, together with the signature(s) of the partner(s) authorized to sign contracts on behalf of the partnership. Please attach to this page evidence of the authority of the partner(s) to sign on behalf of the partnership.

If bidder is an INDIVIDUAL, his signature shall be placed above.

If signature is by an agent, other than an officer of a corporation or member of a partnership, a POWER OF ATTORNEY must be on file with the Department prior to the opening of bids or submitted with the bid; otherwise the bid may be rejected as irregular and unauthorized.

Business Address _____

Business Telephone _____

Date _____, 2010

Nature of Firm/License No.	Nature of Work
----------------------------	----------------

Subcontractor:

- | | | |
|-----|-------|-------|
| 1. | _____ | _____ |
| 2. | _____ | _____ |
| 3. | _____ | _____ |
| 4. | _____ | _____ |
| 5. | _____ | _____ |
| 6. | _____ | _____ |
| 7. | _____ | _____ |
| 8. | _____ | _____ |
| 9. | _____ | _____ |
| 10. | _____ | _____ |
| 11. | _____ | _____ |
| 12. | _____ | _____ |
| 13. | _____ | _____ |

Joint Contractor:

- | | | |
|----|-------|-------|
| 1. | _____ | _____ |
| 2. | _____ | _____ |

Vendor:

- | | | |
|----|-------|-------|
| 1. | _____ | _____ |
| 2. | _____ | _____ |
| 3. | _____ | _____ |
| 4. | _____ | _____ |

HAWAII PRODUCTS PREFERENCE AND/OR USE OF HAWAII PRODUCTS

It is understood that certain Hawaii products as described in the schedule below are acceptable to be used in this work and that pursuant to Section 103D-1002, HRS, which provides preference for Hawaii products, the bidder proposing to use such Hawaii products **must** fill in the schedule below.

However, where there are a number of qualifying classes of Hawaii products of a given description, the bidder must indicate on the schedule which class will be furnished by circling the class of the particular Hawaii product that will be used. Otherwise, preference will be given based on the class with the lower percentage.

If the bidder proposes to use Hawaii products, the bidder must so designate in said schedule by entering the cost of such product in the appropriate space provided. Failure on the part of the bidder to designate the use of a Hawaii product will void any preference for that product.

SCHEDULE OF ACCEPTABLE HAWAII PRODUCTS AND
DESIGNATION OF HAWAII PRODUCTS TO BE USED

ACCEPTABLE HAWAII PRODUCTS			HAWAII PRODUCTS TO BE USED
Description	Class	Manufacturer	Cost FOB Jobsite, Unloaded Including Applicable General Excise & Use Taxes
Signs – Traffic, regulatory and construction	II	Safety Systems Hawaii, Inc.	\$
		GP Roadway Solutions Inc.	
Precast Concrete Products: Reinforced concrete pipes	III	Ameron Hawaii	\$
	III	Hawaii Concrete Products, Inc.	
	III	GPRM Prestress	
	II, III	Walker Industries	
Precast Concrete Products: Drainage/Sewer – Manhole drain, cones and risers, drop inlets, catch basins and sewer manholes	III	Aloha Pre-Cast, Inc.	\$
	III	Hawaii Concrete Products, Inc.	
	II, III	Hawaii Precast, Inc.	
	III	GPRM Prestress	
	II, III	Walker Industries	
Precast Concrete Products: Electric, telephone, CATV – manholes, handholes, pullboxes	III	Aloha Pre-Cast, Inc.	\$
	III	Ameron Hawaii	
	II, III	Hawaii Precast, Inc.	
	III	RJA General Contracting	
Precast Concrete Products: Meter boxes, utility vaults, catch basins, box culverts, con/span arch culverts	III	Ameron Hawaii	\$
	II, III	Walker Industries	
A. C. Pavement, C & C Mix	II	Grace Pacific Corporation	\$
	III	Jas W. Glover, Ltd.	
	II	Bonded Materials (Pre-packaged units)	
Meter Boxes, utility vaults, catch basins, box culverts, con/span arch culverts	III	Ameron Hawaii	\$
	II, III	Walker Industries	

Aggregates and Sand – basalt, rock and cinder	III	Ameron Hawaii Grace Pacific Corporation Jas W. Glover, Ltd. Hawaiian Cement West Hawaii Concrete	\$
Asphalt and Paving Materials: Asphalt Based Sealer and Asphalt Based Emulsions	II	Walker-Moody Pavement Products and Equipment, DBA Sealmaster Hawaii	\$
Asphalt and Paving Materials: Asphalt Concrete Mixes	III	Black Plumeria, LLC Bonded Materials (Pre-packaged units) Grace Pacific Corporation	\$
Basalt Rock – Sized	III	Ameron Hawaii Jas W. Glover, Ltd. West Hawaii Concrete	\$
Cement and Concrete Products: Concrete – Admixtures, Curing Compounds, Hardeners, Bonding Adhesive and Release Agents	II	Bonded Materials (Pre-packaged units)	\$
Cement and Concrete Products: Portland Cement – Concrete Mixes	II III III III II II	Ameron Hawaii Jas W. Glover, Ltd. Hawaiian Cement West Hawaii Concrete Bonded Materials (Pre-packaged units) Island Ready-Mix Concrete	\$
Cement and Concrete Products: Portland Cement – Bagged, Type I/II Masonry Cement (Ultramortar), Quikrete	II	Bonded Materials (Pre-packaged units)	\$

The bidder agrees that preference for Hawaii products shall be taken into consideration to determine the low bidder in accordance with said Sections and the rules promulgated; however, the award of Contract will be in the amount of the bid offered exclusive of any preferences.

It is further understood by the bidder that upon being granted preference for any Hawaii product and being awarded the Contract, if the bidder fails to use such products, the bidder shall be subjected to penalties provided in Section 103-48, HRS, as amended.

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SECTION 00 45 13 – BIDDER'S QUALIFICATION

The Hawaii Community Development Authority (HCDA) intends to open bids on February 25, 2010 for the construction of the **Remediation/Capping and Interim Surface Parking at Kakaako Makai, located in the Kakaako Community Development District, Honolulu, Hawaii.**

Because of the specialized nature of the project to deal with hazardous materials/contaminated soils, the HCDA requires that all Contractors interested in submitting a bid proposal for this project submit the following statement by the time and date specified in the INVITATION TO BID. Prospective bidders must provide all of the requested information and answer all questions fully and explicitly. Attach additional sheets, if necessary, and number and cross-reference each attachment. Please type or print legibly.

To reduce the HCDA's qualification review time, bidders are requested to provide letters of acknowledgment to verify qualifying project experience. Only work experience obtained prior to the date advertised for the opening of bids may be used as part of an individual's qualifying work experience. The HCDA, at its discretion, may ask for clarification or additional supporting data after this date.

All prospective bidders shall submit letters of acknowledgment to verify qualifying project experience to the HCDA Executive Director, c/o The Limtiaco Consulting Group, Inc., 650 Iwilei Road, Suite 208, Honolulu, Hawaii 96817 no later than 2:00 p.m., February 23, 2010.

The General Contractor may submit qualifications for as many Sub-Contractors as he wishes. However, the General Contractor must designate the Sub-Contractors he intends to use in his bid submittal. Sub-Contractor qualifications must be submitted by a General Contractor. Sub-Contractors may not submit qualifications directly to the HCDA.

The General Contractor and Sub-Contractors must be licensed in the State of Hawaii in accordance with Chapter 444 of the Hawaii Revised Statutes at the time of bid opening.

The final decision to accept or reject a Contractor, a Contractor's work force member or Sub-Contractor based on the information provided in this BIDDER'S QUALIFICATION lies solely with the HCDA.

Fulfillment of the requirements of this BIDDER'S QUALIFICATION does not waive the requirements of the Contract Documents.

1. **GENERAL CONTRACTOR INFORMATION**

The following information pertains to the General Contractor. Provide all information.
Underlined text indicates evaluation criteria.

Submitted by:

Name of Organization: _____

Name of Contact Person: _____

Title: _____

Address: _____

Telephone Number: _____

Fax Number: _____

General Contractor Business Information

Check if:

Corporation

Partnership

Joint Venture

Sole Proprietorship

If Corporation:

a) Date and State of Incorporation

b) List of Executive Officers

Name

Title

If Partnership:

- a) Date and State of Organization

- b) Names of Current General Partners

- c) Type of Partnership

General Publicly-Traded Limited

Other (describe): _____

If Joint Venture:

- a) Date and State of Organization

- b) Name, Address, and Form of Organization of Joint Venture Partners (indicate managing partner by an asterisk*)

If Sole Proprietorship:

- a) Date and State of Organization

b) Name and Address of Owner(s)

How many years has this organization been in business under its present name? _____

Under what other former names has this organization operated? _____

HAWAII CONTRACTORS LICENSE

Provide a current Hawaii Contractor's license number (if a statement is submitted on behalf of a joint venture, each joint venture partner shall submit information regarding its individual license):

Classification(s): _____

Certification(s): _____

License number(s): _____

Expiration date(s): _____

2. GENERAL QUALIFICATION REQUIREMENTS

A bidder's bid will be rejected if the bidder cannot provide for the Project a minimum work force whose members have been deemed "qualified" by HCDA.

The minimum work force required for the Project hazardous material/contaminated soils work, for which each member must be deemed "qualified" by HCDA, shall include one (1) HAZARDOUS MATERIAL/CONTAMINATED SOILS WORK SUPERVISOR and HAZARDOUS MATERIAL/CONTAMINATED SOILS WORK CREW MEMBERS. Each member of the Contractor's hazardous material/contaminated soils work force must have current 40-hour HAZWOPER certifications (and associated 8-hour HAZWOPER Refresher certifications) as described in 29 CFR §1910.120 and be under the Contractor's, or his subcontractor's, employment **at the time of the Notice to Proceed**. Also, at a minimum, the Contractor, or his subcontractor, shall have a safety and health program, a hazard communication program, a medical surveillance program, and personal protective equipment (including respiratory protection) program.

Prospective bidders are permitted to name more than one person in this STATEMENT for each position requiring qualifying experience. Attach additional sheets as required.

3. **SUBCONTRACTOR INFORMATION** performing hazardous material/contaminated soils work (Section 3 to be completed only if hazardous material/contaminated soils work NOT being performed by General Contractor's own work force.)

Name of Organization: _____

Name of Contact Person: _____

Title: _____

Address: _____

Telephone Number: _____

Fax Number: _____

General Contractor Business Information

Check if:

Corporation

Partnership

Joint Venture

Sole Proprietorship

If Corporation:

- a) Date and State of Incorporation

- b) List of Executive Officers

Name

Title

If Partnership:

- a) Date and State of Organization

- b) Names of Current General Partners

- c) Type of Partnership

General Publicly-Traded Limited

Other (describe): _____

If Joint Venture:

- a) Date and State of Organization

- b) Name, Address, and Form of Organization of Joint Venture Partners (indicate managing partner by an asterisk*)

If Sole Proprietorship:

- a) Date and State of Organization

b) Name and Address of Owner(s)

How many years has this organization been in business under its present name? _____

Under what other former names has this organization operated? _____

HAWAII CONTRACTORS LICENSE

Provide a current Hawaii Contractor's license number (if a statement is submitted on behalf of a joint venture, each joint venture partner shall submit information regarding its individual license):

Classification(s): _____

Certification(s): _____

License number(s): _____

Expiration date(s): _____

4. How many years experience in performing hazardous material/contaminated soils work has this organization (containing hazardous material/contaminated soils work force) had? (If joint venture, list each participant's number of years experience separately.)

5. On Schedule A, attached, list major construction projects completed or under construction by this organization (containing hazardous material/contaminated soils work force) in the past five (5) years, which best illustrates the organization's qualifications for this project. Include appropriate contact information for each current project. (If joint venture, list each participant's projects separately.)

6. On Schedule B, attached, provide details of the construction experience of the Contractor's field supervisor for this project directly involved with the hazardous material/contaminated soils construction operations.

7. On Schedule C, attached, provide details of the construction experience of the Contractor's work crew member for this project directly involved with the hazardous material/contaminated soils construction operations.

I hereby certify that the information submitted herewith, including any attachment, is true to the best of my knowledge and belief.

Organization: _____

Signature: _____

Name (print): _____

Title: _____

Date: _____

SCHEDULE A

**STATEMENT OF EXPERIENCE
HAZARDOUS MATERIAL/CONTAMIANATED SOILS WORK**

Project Name, Location, Year Completed	Brief Description of Project	Hazardous Materials Addressed (type of chemicals and how hazardous materials were managed)	Personal Protective (PPE) Equipment Used (describe respirator use)	Name, Address and Telephone Number of Owner for Which Work was Performed, Name of Individual Who May be Contacted for Reference

Note: If necessary, attach additional sheets so that your submission is complete. Number sequentially.

SCHEDULE B

**STATEMENT OF EXPERIENCE
HAZARDOUS MATERIAL/CONTAMINATED SOILS WORK**

Name of Proposed Field Supervisor: _____

40-hours HAZWOPER training with current respirator fit testing: _____ Yes _____ No

Years Experience (Total): _____ (With Current Organization): _____

Project Name, Location, Year Completed	Owner Contact Name and Phone Number	Description of Project	Description of Duties/Responsibility (hazardous materials addressed/managed, PPE used, description of respirator use)

Note: If necessary, attach additional sheets so that your submission is complete. Number sequentially.

Kakaako Community Development District
Remediation/Capping and Interim Surface Parking
at Kakaako Makai

Bidder's Qualification
00 45 13-10

SCHEDULE C

**STATEMENT OF EXPERIENCE
HAZARDOUS MATERIAL/CONTAMINATED SOILS WORK**

Name of Proposed Work Crew Member: _____

40-hours HAZWOPER training with current respirator fit testing: _____ Yes _____ No

Years Experience (Total): _____ (With Current Organization): _____

Project Name, Location, Year Completed	Owner Contact Name and Phone Number	Description of Project	Description of Duties/Responsibility (hazardous materials addressed/managed, PPE used, description of respirator use)

Note: If necessary, attach additional sheets so that your submission is complete. Number sequentially.

AFFIDAVIT
Affidavit for Individual

State of _____)

County of _____) ss. dba _____

I, _____, being duly sworn and depose and say that the foregoing statements and answers to the questions are correct and true as of the date of this affidavit.

(Applicant sign here)

Subscribed and sworn to before me this _____ day of _____, 20_____.

NOTARY PUBLIC

My commission expires _____

Affidavit for Co-Partnership

State of _____)

County of _____) ss. dba _____

I, _____, being duly sworn and depose and say I am a partner in the firm of _____, that the foregoing statements and answers to the questions are correct and true as of the date of this affidavit.

(Member of the firm sign here)

Subscribed and sworn to before me this _____ day of _____, 20_____.

NOTARY PUBLIC

My commission expires _____

Affidavit for Corporation

State of _____)

County of _____) ss. dba _____

I, _____, being duly sworn and depose and say I am
a _____ of the _____
Corporation described in and which executed the foregoing statement; and that the foregoing
statements and answers to the questions are correct and true as of the date of this affidavit.

(Member of the firm sign here)

Subscribed and sworn to before me this _____ day of _____, 20_____.

NOTARY PUBLIC
My commission expires _____

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SECTION 00 60 00

PROJECT FORMS

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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 Obligees 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 Obligees 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

_____, its successors and assigns, as Obligee, hereinafter called
(State/County Entity)
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 _____;

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**

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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 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 signed Contract with the Oblige 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

_____, its successors and assigns, as Obligee, hereinafter called
(State/County Entity)

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 Oblige 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 Oblige, 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 shall 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**

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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 3-122-225, 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

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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 Obligee, in the amount of

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

WHEREAS, the above-bound Principal has entered into a Contract with Obligee dated _____ for _____;

_____;
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

_____, its successors and assigns, as Obligee, hereinafter called Obligee,
(State/County Entity)
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 _____, 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**

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FORM A

Executive Director
Hawaii Community Development Authority
461 Cooke Street
Honolulu, Hawaii 96813

Dear Sir:

SUBJECT: _____

As of this date, _____ acknowledges receipt of the following outstanding bodily injury or death and property damage claims made by third parties arising out of the performance of its work in connection with Contract No. _____. The Contractor agrees to notify the Authority of the final disposition of said claims; or, if no final disposition of such claims, their status before actual payment of any amount withheld by the Authority.

1. _____

2. _____

3. _____

Sincerely,

(Signature)

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ESTIMATE FOR CHANGE ORDER

PROJECT:

DESCRIPTION:

MATERIALS				
Description	Quantity	Unit	Unit price	Material Totals
TOTALS FOR MATERIALS				(1)

LABOR				
Classification	Man Hours	Hour Rate	Fringe Totals	Basic Wage Totals
Project Supervision				
*Fringe				
Fringe				
SUBTOTALS			(2)	(3)
TOTALS FOR LABOR (Wages & Fringes) (2) + (3)				(4)

SUBTOTAL- Material & Labor (1) + (4)	(5)
O.H. & Profit (--%) of (5)	(6)
Insurance and Taxes (--%) of (3)	(7)
O.H. for Insurance & Taxes (--%) of (7)	(8)
TOTAL- MATERIALS & LABOR (5) + (6) + (8)	(9)

EQUIPMENT			
Type or Class	Hours	Rate	Equipment Totals
			(10)

SUBCONTRACTORS	
Company Name	Subcontractor Totals
Total for Subcontractor (s)	(11)
O.H. & Profit fro Subcontractor (s): (--%) of (11)	(12)

TOTAL (MATERIAL, LABOR, EQUIPMENT, & SUB) (9) + (10) + (11) +(12)	(13)
Bond Fee (--%) on (11) (If Applicable)	(14)
Gross Income Tax 4.16% on 99) + (10) + (12) + (14)	(15)
TOTAL FOR CHANGE ORDER (13) + (14) + (15)	

* Fringe Benefit shall be indicated separately under each classification

Time Extension Requested _____ Prepared By: _____

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CHANGE ORDER FORM

CHANGE ORDER NO: _____ PROJECT TITLE: _____
 DATE: _____ HCDA JOB NO: _____ CONTRACT NO: _____
 ISSUED BY KIRC CONTRACTOR: _____

A. CHANGES

THE FOLLOWING CHANGES ARE TO BE PERFORMED IN ACCORDANCE WITH ALL CONTRACT STIPULATIONS (SPECIFICATIONS, DRAWINGS, SPECIAL CONDITIONS, ETC.)

B. CONTRACTOR'S QUOTATION THE CHANGES DESCRIBED IN A. ABOVE WILL BE PERFORMED AT

A CONTRACT PRICE INCREASE OF _____ AND A CONTRACT TIME OF EXTENSION _____
 DECREASE OF _____ AND A CONTRACT TIME OF REDUCTION _____

 SIGNATURE NAME & TITLE DATE

C. STATEMENT OF CONTRACT FUNDS & CONTRACT TIME

ORIGINAL CONTRACT PRICE	ORIGINAL EXTRAS	NOTICE TO PROCEED DATE
PREVIOUS ADJUSTED CONTRACT PRICE	PREVIOUS BALANCE OF EXTRAS	ORIGINAL CONTRACT TIME
AMOUNT THIS CHANGE	AMENDMENT	ORIGINAL COMPLETION DATE
PLUS		PREVIOUS TIME EXTENSIONS ALLOWED
MINUS		ALLOWED THIS CHANGE
NEW ADJUSTED CONTRACT PRICE	NEW BALANCE OF EXTRAS	NEW CONTRACT COMPLETION DATE

D. VALIDATION OF CHANGE ORDER

APPROVAL RECOMMENDED:

APPROVED:

 PROJECT MANAGER DATE

 EXECUTIVE DIRECTOR DATE

DISTRIBUTION

OFFICE-ORIGINAL
 CONTRACTOR-1

PROJECT ENGINEER-1

HCDA-1

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NON-COLLUSIVE/NON-IDENTITY OF INTEREST AFFIDAVIT

(<Name of Prime Bidder>)

State of Hawaii) ss.
County of)

_____, being first duly sworn, deposes and says:

(1) That undersigned is _____ (a partner or officer of the firm of, etc.,) _____ the party making the foregoing proposal or bid; (2) that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit, or cost element of said price, or of that of any other bidder, or to secure any advantage against the Hawaii Community Development Authority (HCDA) or any person interested in the proposed contract; and (3) that no identity of interest exists or will exist between Bidder and the Owner or Architect.

WARNING: U.S. Criminal Code, Section 1001, Title 18 U.S.C. and the Hawaii Penal Code, Chapter 710-1061 to 1063, Title 37 Hawaii Revised Statutes (H.R.S.) provides as follows: Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme or device, a material fact, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement of entry, shall be fined not more than \$10,000 or imprisoned not more than five years, or both.

An identity of interest will be construed to exist:

- (a) If there is any financial interest of the Owner in the general contractor;
- (b) If any of the officers or directors of the Owner is also an officer, director, or stockholder of the general contractor;
- (c) If any officer or director of the Owner has any financial interest whatsoever in the general contractor;
- (d) If the general contractor advances any funds to the Owner; including providing a land option or any of the costs of obtaining a land option;

- (e) If the general contractor provides and pays, on behalf of the Owner, the cost of any architectural or engineering service other than those of a surveyor, general superintendent, or engineer employed by a general contractor in connection with his/her obligations under the construction contract;
- (f) If the general contractor has any interest in the Owner corporation as part of the consideration for payment;
- (g) When there exists (or comes into being) any side deals, agreements, contracts or undertaking entered into or contemplated, thereby altering, amending, or canceling any financial interest whatsoever in the architectural firm;
- (h) When the contractor or any officer, director, stockholder, or partner of such contractor has any financial interest whatsoever in the architectural firm;
- (i) When the architect has stock or any financial interest in the contractor.
- (j) When the contractor or any officer, director, stockholder or partner of such contract provides any of the required architectural services; or where the contractor, or any officer, director, stockholder or partner of such providing an architectural service, acts as a consultant to the project architect.
- (k) When there exists (or comes into being) any side deals, agreements, contracts or undertaking, thereby altering, amending, or canceling any of the required closing documents.

(Notary Seal)

 Signature and typed name of:
 Bidder, if the bidder is an individual;
 Partner, if the bidder is a partnership;
 Officer, if the bidder is a corporation.

Subscribed and sworn to before me
 this _____ day of _____, 20_____.

 Notary Public, _____ Judicial
 Circuit, State of Hawaii
 My Commission Expires: _____

NON-GRATUITY AFFIDAVIT

A Release Form to be Executed and Filed
by the Contractor before the Final Payment is Made

Name of Project _____

Project No. _____

Contract No. _____

District of _____

Island of _____

STATE OF HAWAII

)

)

SS.

)

The undersigned hereby certifies that he/she is the _____
(Title)

of _____ that in connection with the aforesaid
(Partnership or Corporation)

project, he/she or its officers, representatives, agents, subcontractors or employees has (have) not given or made any agreement to give to any Hawaii Community Development Authority's employee, his/her relatives or agents, any gift of money or any other gift; or gratuity in any form whatsoever; has (have) not loaned any money or anything of value to any Hawaii Community Development Authority's employee, his/her relative or agents; has (have) not rented or purchased any equipment, or any form thereof, or supplies of any nature whatsoever from any Hawaii Community Development Authority's employee, his/her relatives or agents.

Subscribed and sworn to before me this
_____ day of _____, _____.

Notary Public, _____ Judicial Circuit,
State of Hawaii

My Commission Expires: _____

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SECTION 00 72 00

GENERAL CONDITIONS

**“GENERAL PROVISIONS FOR
CONSTRUCTION CONTRACTS, 2008 EDITION”**

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GENERAL PROVISIONS

FOR CONSTRUCTION CONTRACTS

2008 EDITION

HAWAII COMMUNITY DEVELOPMENT AUTHORITY
DEPARTMENT OF BUSINESS, ECONOMIC DEVELOPMENT AND TOURISM
STATE OF HAWAII

PREFACE

The State of Hawaii Procurement Code forms the basis for portions of this General Provisions. The Hawaii Administrative Rules Procurement Code is not physically included in this General Provisions, but shall govern if any provisions used in this General Provisions are not consistent with the Hawaii Administrative Rules Procurement Code.

Copies of the Hawaii Administrative Rules Procurement Code may be obtained from the State Procurement Office, Department of Accounting and General Services, State of Hawaii, Fourth Floor, Kalanimoku Building Room 416, 1153 Punchbowl Street, Honolulu Hawaii.

TABLE OF CONTENTS

<u>Title</u>	<u>Page</u>
ARTICLE 1 – DEFINITIONS	1
ARTICLE 2 - PROPOSAL REQUIREMENTS AND CONDITIONS	8
2.1 Qualification of Bidders	8
2.1.1 Notice of Intention to Bid	8
2.1.2 Tax Clearance	10
2.1.3 Compliance with the Requirements of Section 103D-310(c), HRS	11
2.1.4 Wrongful Refusal to Accept a Bid	11
2.2 Interpretation of Quantities in Bid Schedule	11
2.3 Contents of Proposal Forms	12
2.4 The Site and Proposed Contract Documents	12
2.5 Addenda and Bid Clarifications	13
2.6 Substitution Before Contract Award	13
2.7 Preparation of Proposal	14
2.8 Bid Security	14
2.9 Delivery of Proposals	16
2.10 Withdrawal or Revision of Proposal	16
2.10.1 Withdrawal of Proposals	16
2.10.2 Modification of Proposals	17
2.11 Public Opening of Proposals	17
2.12 Disqualification of Bidders	17
2.13 Protest	18
2.14 Cost for Plans and Specifications	18
ARTICLE 3 - AWARD AND EXECUTION OF CONTRACT	18
3.1 Consideration of Proposals; Cancellation	18
3.2 Irregular Proposals	18
3.3 Correction of Bids and Withdrawal of Bids	19
3.4 Award of Contract	20
3.5 Cancellation of Award	21
3.6 Return of Bid Security	21
3.7 Requirement of Performance and Payment Bonds	21
3.8 Execution of the Contract	22
3.9 Failure to Execute the Contract	22
3.9.1 Before the Award	22
3.9.2 After the Award	22
3.9.3 Executive Director’s Options	23
3.10 Notice to Proceed	23

<u>Title</u>	<u>Page</u>
ARTICLE 4 - SCOPE OF WORK	24
4.1 Intent of Contract, Duty of Contractor	24
4.2 Changes	24
4.2.1 Minor Changes	24
4.2.2 Oral Orders	24
4.2.3 Field Orders	25
4.2.4 Change Orders	25
4.2.5 Claim Notification	25
4.2.6 Proceeding with Directed Work	26
4.3 Duty of Contractor to Provide Proposal for Changes	26
4.3.4 Pricing or Negotiating Costs Not Allowed	26
4.4 Price Adjustment	26
4.5 Allowances for Overhead and Profit	27
4.6 Payment for Deleted Material	28
4.6.1 Canceled Orders	28
4.6.2 Returned Materials	28
4.6.3 Uncanceled Materials	28
4.7 Variations in Estimated Quantities	29
4.8 Variations in Bottom Elevations	29
4.9 Differing Site Conditions	29
4.10 Utilities and Services	30
4.10.2 Unknown Utilities	30
4.10.4 Restoration of Damaged Utilities	31
ARTICLE 5 - CONTROL OF WORK	31
5.1 Authority of the Engineer	31
5.2 Authority of the Inspector	32
5.3 Authority of Consultant(s)	32
5.4 Shop Drawings and Other Submittals	32
5.4.2 Submittal Variances	35
5.4.3 Review and Acceptance Process	35
5.5 Coordination of Contract Documents	36
5.5.1 Addenda	36
5.5.2 Special Provisions and Proposal	36
5.5.3 Specifications	36
5.5.4 Specification Error	36
5.5.5 Drawings	37
5.6 Interpretation of Drawings and Specifications	38
5.7 Examination of Drawings, Specifications, Project Site	38
5.8 Cooperation Between the Contractor and the HCDA	39
5.8.1 Furnishing Drawings and Specifications	39
5.8.2 Superintendent	39

	<u>Title</u>	<u>Page</u>
	5.8.3 Engineering Work	39
	5.8.4 Use of Structure or Improvement	40
5.9	Inspection	41
5.10	Removal of Defective, Non-Conforming and Unauthorized Work	41
5.11	Value Engineering Incentive	42
	5.11.2 Value Engineering Change Proposal	42
	5.11.3 VECP Required Information	42
	5.11.4 Required Use of Licensed Architect or Engineer	43
	5.11.6 Acceptance of VECP	43
	5.11.7 VECP Price Adjustments	44
5.12	Subcontracts	45
	5.12.1 Replacing Subcontractors	45
	5.12.2 Notice of Replacing Subcontractor	45
	5.12.3 Adding Subcontractor	46
	5.12.4 Subcontracting	46
 ARTICLE 6 - CONTROL OF MATERIALS AND EQUIPMENT		 46
6.1	Materials and Equipment	46
6.2	Source of Supply and Quality of Materials	46
	6.2.3 Engineer's Authorization to Test Materials	46
	6.2.4 Unacceptable Materials	47
6.3	Substitution After Contract Award	47
	6.3.2 Substitution After Contract Award	47
6.4	Asbestos Containing Materials	48
6.5	Test Samples	48
6.6	Material Samples	49
6.7	Non-Conforming Materials	49
6.8	Handling Materials	49
6.9	Storage of Materials	50
6.10	Property Rights in Materials	50
6.11	Assignment of Antitrust Claims for Overcharges for Goods Purchased	50
 ARTICLE 7 - PROSECUTION AND PROGRESS		 50
7.1	Prosecution of the Work	50
	7.1.4 Working Prior to Notice to Proceed	51
7.2	Commencement Requirements	51
	7.2.1 Identification of the Superintendent	51
	7.2.2 Proposed Working Hours	51
	7.2.3 Permits and Licenses	52
	7.2.4 Schedule of Prices	52
	7.2.5 Proof of Insurance Coverage	52
7.3	Insurance Requirements	52

	<u>Title</u>	<u>Page</u>
	7.3.1 Obligation of Contractor	52
	7.3.7 Types of Insurance	53
7.4	Permits and Licenses	55
7.5	Normal Working Hours	55
7.6	Hours of Labor	55
7.7	Prevailing Wages	55
	7.7.2 Wage Rate Schedule	56
	7.7.4 Posting Wage Rate Schedule	56
7.8	Failure to Pay Required Wages	57
7.9	Payrolls and Payroll Records	57
7.10	Overtime and Night Work	57
	7.10.2 Overtime Notification	58
7.11	Overtime and Night Payment for State Inspection Service	58
	7.11.2 Payment for Inspection Services	59
7.12	Limitations of Operations	59
7.13	Assignment or Change of Name	59
	7.13.1 Assignment	59
	7.13.3 Recognition of a Successor in Interest Assignment	60
	7.13.4 Change of Name	60
7.14	Laws to be Observed	60
7.15	Patented Devices, Materials and Processes	61
7.16	Sanitary, Health and Safety Provisions	61
7.17	Protection of Persons and Property	62
	7.17.8 Emergencies	63
7.18	Archaeological Sites	63
7.19	Responsibility for Damage Claims; Indemnity	64
7.20	Character of Workers or Equipment	65
	7.20.2 Character and Proficiency of Workers	65
	7.20.3 Insufficient Workers	66
	7.20.4 Equipment Requirements	66
7.21	Contract Time	66
	7.21.2 Calculation of Contract Time	66
	7.21.3 Modifications of Contract Time	67
	7.21.4 Delays for Permits	67
	7.21.5 Delays Beyond Contractor's Control	67
	7.21.6 Delays in Delivery of Materials	68
	7.21.7 Delays for Suspension of Work	69
	7.21.8 Contractor Caused Delays	69
	7.21.9 Reduction in Time	70
7.22	Construction Schedule	70
7.23	Statement of Working Days	71
7.24	Suspension of Work	71
	7.24.1 Procedure to be Followed	71
	7.24.2 Partial, Total Suspension of Work	72

	<u>Title</u>	<u>Page</u>
	7.24.3 Payment	72
	7.24.4 Claims Not Allowed	73
7.25	Disputes and Claims	73
	7.25.1 Required Notification	73
	7.25.2 Continued Performance of Work	74
	7.25.4 Requirements for Notice of Claim	74
	7.25.6 Final Statement for Claim	74
	7.25.10 Decision on Claim/Appeal	75
	7.25.11 Payment and Interest	75
	7.25.13 Waiver of Attorney's Fees	76
7.26	Failure to Complete the Work on Time	76
	7.26.2 Acceptance of Liquidated Damages	77
	7.26.3 Payments for Liquidated Damages	77
7.27	Termination of Contract for Cause	77
	7.27.1 Default	77
	7.27.2 Additional Rights and Remedies	78
	7.27.3 Costs and Charges	78
	7.27.4 Erroneous Termination for Cause	78
7.28	Termination for Convenience	79
	7.28.1 Termination	79
	7.28.2 Contractor's Obligations	79
	7.28.3 Right to Construction and Goods	79
	7.28.4 Compensation	79
7.29	Correcting Defects	80
7.30	Final Cleaning	81
7.31	Substantial Completion and Final Inspection	81
	7.31.1 Substantial Completion	81
	7.31.2 Final Inspection	82
	7.31.4 Revoking Substantial Completion	82
7.32	Project Acceptance Date	83
	7.32.2 Protection and Maintenance	83
	7.32.4 Punchlist Requirements	83
	7.32.7 Failure to Correct Deficiencies	83
7.33	Final Settlement of Contract	84
	7.33.1 Necessary Submissions	84
	7.33.2 Failure to Submit Closing Documents	84
7.34	Contractor's Responsibility for Work; Risk of Loss	85
7.35	Guarantee of Work	85
	7.35.2 Repair of Work	85
	7.35.3 Manufacturer's and Installer' Guarantee	86
7.36	Work of and Charges by Utilities	86
7.37	Right to Audit Records	87
7.38	Records Maintenance, Retention and Access	87

<u>Title</u>	<u>Page</u>
ARTICLE 8 - MEASUREMENT AND PAYMENT	88
8.1 Measurement of Quantities	88
8.2 No Waiver of Legal Rights	88
8.3 Payment for Additional Work	89
8.3.4 Force Account Method	89
8.4 Progress and/or Partial Payments	95
8.4.1 Progress Payments	95
8.4.3 Partial Payment for Materials	96
8.5 Prompt Payment	96
8.5.3 Bona Fide Disputes	97
8.5.4 Filing Non-Payment Complaint	97
8.6 Retainage	97
8.7 Warranty of Clear Title	98
8.8 Final Payment	98
8.9 Claims Arising Out of Payment for Required Work	98
 APPENDIX - SAMPLE FORMS	
Surety [Bid] [Proposal] Bond	
Performance Bond - Surety	
Performance Bond - Contractor	
Labor and Material Payment Bond – Surety	
Labor and Material Payment Bond – Contractor	
Combination Performance and Payment Bond	
Contractor Acknowledgment Form	
Surety Acknowledgment Form	
Non-Gratuity Affidavit	
Form A	

ARTICLE 1 - DEFINITIONS

Whenever the following terms or pronouns are used in these Bidding and Execution of Contract Requirements, and General Provisions, or in any Contract Documents or instruments where these Bidding and Execution of Contract Requirements, and General Provisions govern, the intent and meaning shall be interpreted as follows

- 1.1 **ADDENDUM (plural - Addenda)** - A written or graphic document, including Drawings and Specifications, issued by the HCDA during the bidding period which modify or interpret the bidding documents, by additions, deletions, clarifications or corrections which shall be considered and made a part of the bid proposal and the contract when executed.
- 1.2 **ADDITION (to the contract sum)** - Amount added to the contract Sum by Change Order.
- 1.3 **ADMINISTRATIVE RULES** - Hawaii Administrative Rules for Chapter 103-D of the Hawaii Revised Statutes.
- 1.4 **ADMINISTRATOR** - The Executive Director, Hawai'i Community Development Authority (HCDA).
- 1.5 **ADVERTISEMENT** - A public announcement soliciting bids or offers.
- 1.6 **AMENDMENT** - A written document properly executed by the Contractor and the Executive Director and issued to amend the existing contract between the HCDA and the Contractor.
- 1.7 **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.
- 1.8 **BENEFICIAL OCCUPANCY** - The point of project completion when the HCDA can use the constructed facility in whole or in part for its intended purpose even though substantial completion may not be achieved.
- 1.9 **BID** - See Offer.
- 1.10 **BID SECURITY** - The security furnished by the bidder from which the HCDA may recover its damages in the event the bidder breaches its promise to enter into a contract with the HCDA and fails to execute the required bonds covering the work contemplated, if its proposal is accepted.
- 1.11 **BIDDER** - See Offeror.

- 1.12 BIDDING DOCUMENTS (or SOLICITATION DOCUMENTS)** - The advertisement solicitation notice and instructions, Offer requirements, Offer forms, and the proposed Contract Documents including all addenda, and clarification issued prior to receipt of the Offer.
- 1.13 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.
- 1.14 BY OR TO THE ENGINEER** - To avoid cumbersome and confusing repetition of expressions in these General Provisions, 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 Engineer” or “to the Engineer”, 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.
- 1.15 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.
- 1.16 CHANGE ORDER** - A written order signed by the Engineer 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.
- 1.17 COMPLETION** - See SUBSTANTIAL COMPLETION and FINAL COMPLETION.
- 1.18 COMPTROLLER** - The Comptroller of the State of Hawaii, Department of Accounting and General Services.
- 1.19 CONSULTANT** - A person, firm or corporation having a contract with the HCDA to furnish services with respect to the project.
- 1.20 CONTRACT** - The written agreement between the Contractor and the HCDA by its Executive Director, 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 the HCDA is obligated to compensate the Contractor therefor at the prices set forth therein. The contract shall include the Contract Documents and also any and all amendments and change orders that are required to complete the construction in an acceptable manner.

- 1.21 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**.
- 1.22 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 PROVISIONS**, the **SPECIAL PROVISIONS**, the Specifications and the Drawings as the same are more specifically identified in the Contract together with all written Amendments, Change Orders, Field Orders, a written order for minor changes in the work and Engineer's written interpretations and clarifications issued on or after the effective date of the Contract.
- 1.23 CONTRACT PRICE** - The amount designated on the face of the contract for the performance of work including allowances for extra if any.
- 1.24 CONTRACT TIME (or CONTRACT DURATION)** - The number of calendar (or working) days provided for completion of the contract, inclusive 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 calendar (or working) days, the contract requires completion by a certain date, the work shall be completed by that date.
- 1.25 CONTRACTING OFFICER** - The Executive Director of the Hawaii Community Development Authority.
- 1.26 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.
- 1.27 DEPARTMENT** - The Department of Business, Economic Development and Tourism (abbreviated DBEDT), State of Hawaii.
- 1.28 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.
- 1.29 ENGINEER** - The HCDA Director of Planning and Development, acting either directly or through authorized assistants.
- 1.30 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 AFTER CONTRACT AWARD**, that may be used in place of the one specified.

- 1.31 EXECUTIVE DIRECTOR** - Executive Director, Hawai'i Community Development Authority.
- 1.32 FIELD ORDER** - A written order issued by the Engineer or the Engineer's authorized representative 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 Engineer believes is reasonable for the change; or (2) may declare that the Engineer 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.
- 1.33 FINAL COMPLETION** - The date set by the Executive Director that all work required by the contract and any amendments or changes thereto is in full compliance with the contract.
- 1.34 FORCE ACCOUNT** - Term used when Work is ordered to be done without prior agreements as to lump sum or unit price cost thereof and is to be billed for at cost of labor, materials and equipment, insurances, taxes, etc., plus an agreed percentage for overhead and profit.
- 1.35 GOODS** – Materials.
- 1.36 GUARANTEE** - Legally enforceable assurance of the duration of satisfactory performance of quality of a product or Work.
- 1.37 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.
- 1.38 HCDA** - Hawai'i Community Development Authority acting through its authorized representatives.
- 1.39 HOLIDAYS** - The days of each year which are set apart and established as State holidays pursuant to Chapter 8, Hawaii Revised Statutes.
- 1.40 INSPECTOR** - The person assigned by the Contracting Officer to inspect and monitor construction operations.
- 1.41 JOBSITE COMPLETION DATE** - The date when on-site construction must be completed.
- 1.42 JOBSITE START DATE** - The date when on-site construction may start.

- 1.43 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.
- 1.44 LETTER OF AWARD** - A written notice from the Executive Director to the successful bidder(s) stating that its proposal has been accepted by the State.
- 1.45 LIQUIDATED DAMAGES** - The amount prescribed in the General Provisions, Section 7.26 FAILURE TO COMPLETE THE WORK ON TIME to be paid to the State 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.
- 1.46 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.
- 1.47 NON-CONFORMING WORK** - Work that does not fulfill the requirements of the Contract Documents.
- 1.48 NOTICE TO CONTRACTOR** - See Solicitation.
- 1.49 NOTICE TO PROCEED** - A written notice from the HCDA to the Contractor establishing the applicable Contract Duration, Project Start Date, Jobsite Start Date, Jobsite Completion date, and Contract Completion date.
- 1.50 OFFER (or BID)** - The executed document submitted by an Offeror in response to a solicitation request, to perform the work required by the proposed Contract Documents, for the price quoted and within the time allotted.
- 1.51 OFFER FORM (or BID FORM)** - The form prepared by the HCDA on which the Offeror submits the written offer or bid. By submitting an offer or bid, the Offeror adopts the language on the form as its own.
- 1.52 OFFEROR** - Any individual, partnership, firm, corporation, joint venture or other legal entity submitting directly or through a duly authorized representative or agent, an Offer for the work or construction contemplated.
- 1.53 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.
- 1.54 PROJECT ACCEPTANCE DATE** - The calendar day on which the Engineer accepts the project as sufficiently completed in compliance with the contract so that the State can occupy or utilize the Work for its intended use. See SUBSTANTIAL COMPLETION.

- 1.55 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.
- 1.56 PROJECT CONTROL BUDGET** - The amount of funds set aside for the construction of the Project.
- 1.57 PROJECT GUARANTEE** - A guarantee issued by the Contractor to the HCDA. See GUARANTEE.
- 1.58 PROJECT START DATE** - The date established in the Notice to Proceed when the Contractor shall begin prosecution of the work and the start of contract time.
- 1.59 PROPOSAL (BID)** - See Offer (or Bid).
- 1.60 PROPOSAL FORM** - See Offer Form (or Bid Form).
- 1.61 PUNCHLIST** - A list compiled by the Engineer (or Contractor) stating work yet to be completed or corrected by the Contractor in order to substantially complete or finally complete the contract requirements.
- 1.62 QUESTIONNAIRE** - The specified forms on which the bidder shall furnish required information as to its ability to perform and finance the work.
- 1.63 SHOP DRAWINGS** - All drawings, diagrams illustrations, schedules and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
- 1.64 SOLICITATION** - An Invitation to Bid or Request for Proposals or any other document issued by the HCDA to solicit bids and offers to perform a contract. The solicitation may indicate the time and place to receive the bids or offers and the location, nature and character of the work, construction or materials to be provided.
- 1.65 SPECIAL PROVISIONS** - Supplements or modifies the standard clauses of the GENERAL PROVISIONS 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 PROVISIONS.
- 1.66 SPECIFICATIONS (or TECHNICAL 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.
- 1.67 STATE** - The State of Hawaii acting through its authorized representative.

- 1.68 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.
- 1.69 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.
- 1.70 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.
- 1.71 SUPERINTENDENT** - The employee of the Contractor who is charged with the responsibility of all the Work.
- 1.72 SURETY** - The qualified individual, firm or corporation other than the Contractor, which executes a bond with and for the Contractor to insure its acceptable performance of the contract.
- 1.73 UNUSUALLY SEVERE WEATHER** - Uncommonly harsh weather including but not limited to hurricanes, tornados, tropical storms and tropical depressions, or as otherwise defined in the SPECIAL PROVISIONS.
- 1.74 WORK (or CONTRACT 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.
- 1.75 WORKING DAY** - A calendar day, exclusive of Saturdays, Sundays and State-recognized legal holidays for the month in question.

ABBREVIATIONS

HAR	Hawaii Administrative Rules
HRS	Hawaii Revised Statutes
VECP	Value Engineering cost Proposal
DOTAX	State Department of Taxation
IRS	Internal Revenue Service

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 or more.

2.1.1 Notice of Intention to Bid

2.1.1.1 In accordance with Section 103D-310, HRS, 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 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 HRS, 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 Executive Director, Hawai'i Community Development Authority, 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 Bidders.

2.1.1.3 The written notice must be received by the office(s) indicated in the Notice to Bidders 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 said office 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 HCDA 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 HCDA 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 HRS, 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 register with the office of the Director of Commerce and Consumer Affairs in accordance with Chapter 425 of the HRS, 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 Executive Director may, in accordance with Section 103D-310, HRS, require the prospective Bidder to submit answers to questions contained in the STANDARD QUALIFICATION QUESTIONNAIRE FOR OFFERORS, ISSUED BY THE PROCUREMENT POLICY BOARD, JUNE 16, 2003, on the form provided by the HCDA, 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 Executive Director 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 HCDA to disqualify a prospective Bidder.

2.1.2 Tax Clearance

- 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) or the Internal Revenue Service (IRS). The application may be obtained from the DOTAX or the IRS. 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 HCDA 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. Only an original copy of a tax clearance that bears an original green certified copy stamp will be accepted by the HCDA for final payment. The period of validity is for tax clearance certificate for final payment is two months.
- 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 Compliance with the Requirements of Section 103D-310(c), HRS - All Offerors must comply with the requirements set forth in HAR §3-122-112 upon award of contract. Failure to meet the requirements of HAR §3-122-112 will result in contract not being awarded to the Offeror.

2.1.4 Wrongful Refusal to Accept a Bid - In the event the Executive Director, 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 2.13 PROTEST.

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 HCDA only for the purpose of comparing on a uniform basis bids offered for the work. The HCDA does not, expressly or by implication, agree 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 specifications, 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.

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 THE SITE AND PROPOSED CONTRACT DOCUMENTS

2.4.1 The Bidder shall examine carefully the Project Site contemplated and the proposal, drawings, specifications, supplemental specifications, SPECIAL PROVISIONS, 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 drawings, specifications, supplemental specifications, SPECIAL PROVISIONS and any documents and items referenced therein, and contract and bonds.

2.5 ADDENDA AND BID CLARIFICATIONS

- 2.5.1** 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 addenda or bid clarification.
- 2.5.2** The HCDA 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.
- 2.5.3** **Bid Discrepancy** - 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 interpretation in writing no later than 14 days before the bids are opened.
- 2.5.4** Addenda to the bid documents will be provided to all prospective bidders at the respective offices furnished for such purposes. Each addendum shall be an addition to the Contract Documents.
- 2.5.5** Upon providing an addendum, all bidders shall be deemed to be on notice of the information therein whether or not the addendum or bid clarification is actually received. All addenda and bid clarifications so issued shall become part of the Contract Documents.
- 2.5.6** 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.

2.6 SUBSTITUTION BEFORE CONTRACT AWARD

- 2.6.1** For substitutions after the Letter of Award is issued; refer to Section 6.3 SUBSTITUTION AFTER CONTRACT AWARD.
- 2.6.2** Unless specifically required otherwise in the Contract Documents, Offerors shall not submit products, materials, equipment, articles or systems for review or approval prior to submitting their Offers.
- 2.6.3** Offerors shall prepare their Offer forms based on the performance requirements of the materials, equipment, articles or systems noted on the drawings and specifications. If trade names, makes, catalog numbers or brand names are specified, Offeror shall infer that these items indicate the quality, style, appearance or performance of the material, equipment, article, or systems to be used in the project.

2.7 PREPARATION OF PROPOSAL

2.7.1 The Bidder's proposal must be submitted on the proposal form furnished by the HCDA. 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.

2.7.2 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 HCDA. If made by a corporation the proposal must show the name, titles, 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 HCDA. 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 HCDA.

2.7.3 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.

2.8 BID SECURITY

2.8.1 Subject to the exceptions in §3-122-223(d), HAR, all lump sum bids of \$25,000 and higher, or lump sum base bids including alternates of \$25,000

and higher, that are not accompanied by bid security are non-responsive. Pursuant to §3-122-222(a), HAR, bid security shall be one of the following:

2.8.1.1 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

2.8.1.2 Legal Tender; or

2.8.1.3 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 HCDA 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.

(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.

(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 HCDA.

2.8.2 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 alternates or in an amount required by the terms of the federal funding, where applicable.

2.8.3 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. 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.

2.8.4 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.

2.8.5 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.

2.8.6 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 that place a time limit on the right of the HCDA to make claim other than allowed by statutes or these GENERAL PROVISIONS 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.

2.9 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.

2.10 WITHDRAWAL OR REVISION OF PROPOSAL - Proposals may be modified prior to the deadline to submit the offers by any of the following documents.

2.10.1 Withdrawal of Proposals

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

2.10.1.2 A written notice faxed to the office designated in the solicitation; or

2.10.1.3 A telegraphic message received by telephone by the office designated in the solicitation from the receiving telegraph company office, provided the telegraph company confirms the telephone message by sending a written copy of the telegram showing that the message was received at such office prior to the time and date set for the opening.

2.10.2 Modification of Proposals

2.10.2.1 A written notice received in the office designated in the solicitation, stating that a modification to the offer is submitted; and

2.10.2.2 The actual modification sealed securely in a separate envelope or container, accompanying the written notice.

2.11 PUBLIC OPENING OF PROPOSALS - Proposals will be opened and read publicly at the time and place indicated in the Notice to Bidders. Bidders, their authorized agents and other interested parties are invited to be present.

2.12 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:

2.12.1 Non-compliance with Section 2.1 QUALIFICATION OF BIDDERS.

2.12.2 Evidence of collusion among bidders.

2.12.3 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.

2.12.4 Being in arrears on existing contracts with the State of Hawaii, or having defaulted on a previous contract with the State of Hawaii.

2.12.5 Lack of proper equipment and/or sufficient experience to perform the work contemplated, as revealed by the Standard Questionnaire and Financial Statement for Bidders.

2.12.6 No contractor's license or a contractor's license which does not cover type of work contemplated.

2.12.7 More than one proposal for the same work from an individual, firm, partnership, corporation or joint venture under the same or different name.

2.12.8 Delivery of bids after the deadline specified in the advertisement calling for bids.

2.12.9 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.

2.12.10 Debarment or suspension pursuant to the provisions of Chapters 103D, 104 and 444, HRS, as amended.

2.13 PROTEST

2.13.1 Protests shall be adjudicated in accordance with §103D-701, HRS and as amended.

2.13.2 No protest based upon the contents of the solicitation shall be considered unless it is submitted in writing to the Executive Director, HCDA prior to the date set for the receipt of proposals.

2.13.3 A protest of an award or proposed award pursuant to §103D-302 or §103D-303, HRS, shall be submitted in writing to the Executive Director within five (5) working days after the posting of the award of the Contract.

2.13.4 In addition to any other relief, when a protest is sustained and the protestor should have been awarded the contract under the solicitation but is not, then the protestor shall be entitled to the actual costs reasonably incurred in connection with the solicitation, including bid or proposal preparation costs but not attorney's fees.

2.14 COST FOR PLANS AND SPECIFICATIONS - The amount paid by the prospective bidders in order to obtain the plans and specifications shall not be refunded. Bidding documents do not have to be returned to the HCDA. The cost of the bidding documents shall be as indicated in the "Notice to Contractor".

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 HCDA 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 HCDA.

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 2.8 BID SECURITY.

- 3.2.3** If proposal is on a form other than that furnished by the HCDA; 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, 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 Executive Director, the Bidder and 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

- 3.3.1** 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 Executive Director 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 Executive Director shall prepare a written approval or denial in response to this request. Examples of such mistakes include:

- (a) Typographical errors;
- (b) Transition 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 paragraphs 3.3.1.1 and 3.3.1.2 when the Executive Director determines that the correction or waiver of an obvious mistake is in the best interest of the HCDA 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 Executive Director 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 Executive Director makes a written determination that the HCDA'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 the time period specified in the Special Provisions to the lowest responsible and responsive Bidder (including the alternate or alternates which may be selected by the Executive Director 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 time period specified in the Special Provisions, the HCDA 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 HCDA 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 HCDA 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, HRS, as amended.

3.4.4 The contract will be drawn on the forms furnished by the HCDA. The contract will not be binding on the HCDA 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 HCDA 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 HCDA 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 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 HCDA (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:

3.7.1.1 Surety bonds underwritten by a company licensed to issue bonds in this State; or

3.7.1.2 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 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 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 acceptable.

3.7.2 If the Contractor fails to deliver the required performance and payment bonds, the Contractor's award shall be canceled, the HCDA 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 Executive Director may allow. No proposal or contract shall be considered binding upon the HCDA until the contract has been fully and properly executed by all parties thereto and the Comptroller has endorsed 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 HCDA's amount required by such contract.

3.8.2 On any individual award totaling less than \$25,000, the HCDA reserves the right to execute the contract by the issuance of a State Purchase Order. Issuance of a State Purchase Order shall result in a binding contract between the parties without further action by the HCDA. The issuance of a State Purchase Order shall not be deemed a waiver of these General Provisions 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 HCDA shall be entitled to retain as liquidated damages the amount established as bid security, and may take all appropriate actions to recover the liquidated damages sum from the property or third-party obligations deposited as bid security.

3.9.2 After the Award - If the Bidder to whom 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

Executive Director may allow, the HCDA 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 responsive bidder or calling for new bids. The HCDA may apply all or part of the amount of the bid security to reduce its damages. If upon determination by the HCDA of the amount of its damages and the bid security exceeds that amount, it shall release or return the excess to the person who provided it.

3.9.3 Executive Director'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 Executive Director may thereupon award the contract to the next lowest responsible and responsive Bidder or may call for new bids, whichever method the Executive Director may deem to be in the best interests of the HCDA.

3.10 NOTICE TO PROCEED

3.10.1 After the contract is fully executed and signed by the Executive Director, 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 Executive Director 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 Engineer 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 HCDA, with agreement of the Contractor, may issue a Notice to Proceed before full execution of the contract by the Executive Director 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 the time period specified in the Special Provisions, the Contractor may submit a claim for increased labor and material costs (but not overhead costs) which are directly attributable to the delay beyond said time period. Such claims shall be accompanied with the necessary documentation to justify the claim. No payment will be made for escalation costs that are not fully justified.

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.

4.2 CHANGES - The Engineer 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 Engineer 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 Engineer 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 Engineer 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 the Engineer 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 HCDA 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 Engineer within thirty (30) days after delivery to the Engineer 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 – 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, Contractor shall file a notice of intent to claim within thirty (30) calendar days after receipt of the written Field Order that was not agreed upon by both parties. Failure to file such protest within the time specified shall constitute agreement on the part of the Contractor with the terms, conditions, amounts and adjustment or non-adjustment to contract price and/or contract time set forth in the Field Order. The requirement for timely written notice shall be a condition precedent to the assertion of a claim.

4.2.4 Change Orders

4.2.4.1 The HCDA 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. 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.

4.2.4.3 Upon receipt of a Change Order, if the Contractor does not agree with any of the terms and conditions or the adjustments or non-adjustments of the contract price or contract time, the Contractor shall not execute or sign the Change Order but shall return the unsigned Change Order to the HCDA along with a written notification of the conditions or items that are in dispute.

4.2.4.4 If the Contractor signs or executes the Change Order, it will constitute an agreement on the part of the Contractor with the terms and conditions of the Change Order. A Change Order that is mutually agreed upon and signed by the parties of the contract constitutes a contract modification.

4.2.5 Claim Notification – The Contractor shall file a notice of intent to claim for a disputed Change Order within 30 calendar days after receipt of the written order. Failure to file the protest within the time specified constitutes an

agreement on the part of the Contractor with the terms, conditions, amounts and adjustment or non-adjustment to contract price or contract time set forth in the disputed Change Order. The requirement for timely written notice shall be a condition precedent to the assertion of a claim.

4.2.6 Proceeding with Directed Work - Upon receipt of a contract modification, Change Order, or Field Order, the Contractor shall proceed with the directed changes and instructions. The Contractor's right to make a claim for additional compensation or an extension of time for completion is not affected by proceeding with the changes and instructions described in a Change Order and Field Order.

4.3 DUTY OF CONTRACTOR TO PROVIDE PROPOSAL FOR CHANGES

4.3.1 A Field Order may request the Contractor to supply the HCDA 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 Engineer 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 fifteen (15) days after receipt of a Bulletin or Field Order containing a request for proposal, the Contractor shall submit to the Engineer a detailed written statement in a format similar to the one shown in the Appendix to these General Provisions 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 the Contractor in pricing of changes or proposed changes. If the project is delayed because Contractor failed to submit the cost proposal within the fifteen (15) days, or as allowed by the Engineer, liquidated damages will be assessed in accordance with Section 7.26 FAILURE TO COMPLETE THE WORK ON TIME.

4.3.4 Pricing or Negotiating Costs Not Allowed – The Contractor's cost of responding to requests for price or time adjustments is included in the contract price. No additional compensation will be allowed unless authorized by the Contracting Officer.

4.4 PRICE ADJUSTMENT

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 to 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 HCDA 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 Engineer, 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 Engineer of the reasonable and necessary costs attributable to the event or situation covered by the change, plus appropriate profit or fee, all as computed by the Engineer 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.

4.4.2 Cost or Pricing Data - Contractor shall provide and certify cost or pricing data for any price adjustments subject to the provisions of HAR chapter 3-122, subchapter 15.

4.4.3 Force Account Method - The Contractor may be directed to provide changes authorized under the Price Adjustment provisions paragraph 4.4.1.5. If so directed the Contractor and its subcontractor(s) shall comply with the provisions of section 8.3 PAYMENT FOR ADDITIONAL WORK.

4.5 ALLOWANCES FOR OVERHEAD AND PROFIT

4.5.1 In determining the cost or credit to the HCDA 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.
- 4.5.2** 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 Engineer, the Contractor shall use its best efforts to cancel the order. The HCDA 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 Engineer 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 Uncanceled 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 HCDA 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

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 Engineer 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 Engineer 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 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 Engineer. 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 State 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

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), notify the Engineer 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.

4.9.2 After receipt of written notice, the Engineer 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 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 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 UTILITIES AND SERVICES

- 4.10.1** The cost of all the following will be included in the contract price and the Contractor shall be fully responsible for:

4.10.1.1 Reviewing and checking all such information and data,

4.10.1.2 Locating all underground and overhead utilities shown or indicated in the Contract Documents,

4.10.1.3 Coordination of the Work with the Owners of such underground and overhead utilities during construction, and

4.10.1.4 The safety and protection of all such underground and overhead utilities as provided in Section 7.17 PROTECTION OF PERSONS AND PROPERTY and repairing any damage thereto resulting from the work.

- 4.10.2** **Unknown Utilities** - During the progress of the work, if an underground utility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents, or found at a location that is substantially different than shown or indicated in the Contract Documents, Contractor shall promptly, and before any such conditions are disturbed or damaged (except in an emergency as required by subsection 7.17.8), notify the Engineer. Contractor shall be responsible for the safety and protection of the underground utility as provided in Section 7.17 PROTECTION OF PERSONS AND PROPERTY. Refer to subsections 4.9.2 and 4.9.3.

- 4.10.3** If the Engineer determines a change in the Contract Documents is required, a Field Order or Change Order will be issued. Upon issuance of a duly authorized Field Order or Change Order regarding the disposition of a newly discovered utility, Contractor shall be responsible for damages to the utility, including any damage claims due to the disruption of service caused by the utility being damaged.

- 4.10.4 Restoration of Damaged Utilities** - The Contractor shall repair and restore to pre-damaged condition any utilities or any other property it damaged. The Contractor shall be liable for any resulting damages to the Work or to the utility owner or property owner and shall pay any claim due to the disruption of service caused by the utilities being damaged. Contractor shall defend and save harmless the HCDA from all suits, actions or claims of any character brought on account of such damages, whether or not the HCDA may have been partially at fault. Contractor shall obtain public liability and property damage insurance pursuant to Article 7 - PROSECUTION AND PROGRESS to cover such risk of damage.
- 4.10.5** 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 immediately notify the Engineer. If the Contractor is without fault in such a situation, notwithstanding subsection 4.10.4, the Contractor shall not be liable for resulting damages or the defense of the HCDA from claims brought on account of said damages to unknown utilities or other property. Upon instruction from the Engineer, 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.

ARTICLE 5 - CONTROL OF WORK

5.1 AUTHORITY OF THE ENGINEER

- 5.1.1** The Engineer 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 rate of progress of the work, the interpretation of the Contract Documents, 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.
- 5.1.2** The Engineer 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.
- 5.1.3** The Engineer shall have the authority to suspend the work wholly or in part as provided in Section 7.24 SUSPENSION OF WORK.
- 5.1.4** The Engineer may delegate specific authority to act for the Engineer to a specific person or persons. Such delegation of authority shall be established in writing to the Contractor.

5.2 AUTHORITY OF THE INSPECTOR

5.2.1 The Inspector shall observe and inspect the contract performance and materials. The Inspector does not have any authority vested in the Engineer unless specifically delegated in writing.

5.2.2 The Inspector may offer advice and recommendations to the Contractor, but any such advice or recommendations are not directives from the Engineer.

5.2.3 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 HCDA's right to require work in strict conformity with the Contract Documents as a condition of final acceptance.

5.3 AUTHORITY OF CONSULTANT(S) - The HCDA may engage Consultant(s) for limited or full observation to supplement the inspections performed by the HCDA and respective Counties. Unless otherwise specified in writing to the Contractor, such retained Consultant(s) will have the authority of a Project Inspector.

5.4 SHOP DRAWINGS AND OTHER SUBMITTALS

5.4.1 The following documents shall be submitted where required by the Contract Documents:

5.4.1.1 Shop Drawings

(a) The Contractor shall prepare, and thoroughly check, 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, as necessary, to show the details, dimensions, sizes of members, anchor bolt plans, insert locations and

other information necessary for the complete fabrication and erection of the structure to be constructed.

- (c) All shop drawings as required by the contract, or as determined by the Engineer to be necessary to illustrate details of the Work shall be submitted to the Engineer 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 HCDA shall not be liable for any costs or time required for the correction of work done without the benefit of accepted shop drawings.
- (d) 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 Engineer 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.

5.4.1.2 **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

5.4.1.3 The size of the sheets that shop drawings are prepared on shall be as appropriate to suit the drawing being presented so that the information is clearly and legibly depicted. At the determination of the Engineer, for each sheet of drawings, the submittal shall consist of either; one reproducible transparency and five prints, or eight prints.

5.4.1.4 **Descriptive Sheets and Other Submittals** - When a submittal is required by the contract, the Contractor shall submit to the Contracting Officer eight (8) complete sets of descriptive sheets such as shop drawings, brochures, catalogs, illustrations, calculation, material safety data sheets (MSDS), certificates, reports, warranty, etc., which will completely describe the material, product, equipment, furniture or appliance to be used in the project as shown in the drawings and specifications and how it will be integrated into adjoining construction. Prior to the submittal, the Contractor shall review and check all submittal sheets for conformity to the contract requirements and indicate such conformity by marking or stamping and signing each sheet. Where descriptive sheets include materials, systems, options, accessories, etc. that do not apply to this contract, non-relevant items shall be crossed out so that all remaining information will be considered applicable to this contract. It is the responsibility of the Contractor to submit descriptive sheets for review and acceptance by the Contracting Officer as required at the earliest possible date after the date of award in order to meet the Contract Duration. Delays caused by the failure of the Contractor to submit descriptive sheets as required will not be considered as justification for contract time extension.

5.4.1.5 **Material Samples and Color Samples** - When material and color sample submittals are required by the contract, the Contractor shall submit to the Contracting Officer no less than three (3) samples

conforming to Section 6.6 MATERIAL SAMPLES. One sample will be retained by the Consultant, one sample will be retained by the State, and the remaining sample(s) will be returned to the Contractor. Prior to the material and color submittal, the Contractor shall review and check all samples for conformity to the contract requirements and indicate such conformity by marking or stamping and signing each sample. It is the responsibility of the Contractor to submit samples for review and acceptance by the Contracting Officer as required at the earliest possible date after the date of award in order to meet the Contract Duration. Delays caused by the failure of the Contractor to submit material and color samples as required will not be considered as justification for contract time extension.

5.4.1.6 Unless the Technical Specifications or Special Provisions specifically require the Contractor furnish a greater quantity of shop drawings and other submittals, the Contractor shall furnish the quantities required by this section.

5.4.2 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 Engineer. If the variances are not acceptable to the Engineer, the Contractor will be required to furnish the item as specified or indicated on the Contract Documents at no additional cost or time.

5.4.3 Review and Acceptance Process - Submittals will be returned to the Contractor within twenty one (21) days after receipt by the Engineer unless otherwise agreed between the Contractor and the Engineer or as stated elsewhere in the Contract Documents.

5.4.3.1 The acceptance by the Engineer of the Contractor's submittal relates only to their sufficiency and compliance with the intention of the contract. Acceptance by the Engineer 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 Engineer'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 is explicitly agreed to in writing by the Engineer. 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.

5.4.3.2 If the Engineer 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 Engineer. Any other differences between the resubmittal and the prior submittal shall also be specifically described in the transmittal.

5.4.3.3 No mark or notation made by the Engineer 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 Engineer or else lose its right to claim for an adjustment.

5.5 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 subparagraphs shall govern:

5.5.1 Addenda shall govern over all other Contract Documents. Subsequent addenda issued shall govern over prior addenda only to the extent specified.

5.5.2 SPECIAL PROVISIONS and Proposal shall govern over the GENERAL PROVISIONS and Specifications.

5.5.3 Specifications shall govern over drawings.

5.5.4 Specification Error - Should an error or conflict appear within the specification, the Contractor shall immediately notify the Engineer. The Engineer 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.

5.5.4.1 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.

5.5.5 Drawings

5.5.5.1 Schedules shall govern over all other notes and drawings.

5.5.5.2 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."

5.5.5.3 Except for drawing schedules and bottom elevations as noted above, general notes shall govern over all other portions of the drawings.

5.5.5.4 Larger scale drawings shall govern over smaller scale drawings.

5.5.5.5 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 Engineer.

5.5.5.6 In cases of discrepancies in the figures or drawings, the discrepancies shall be immediately referred to the Engineer 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 Engineer, the Contractor shall bear all extra expense involved.

5.5.5.7 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 Engineer for a decision.

5.5.5.8 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 Engineer for a decision.

5.5.5.9 Any requirement occurring in one or more of the sheets is as binding as though occurring in all applicable sheets.

5.6 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 HCDA and shall at once report to the Engineer 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 Engineer's clarification and interpretation. The Engineer will issue a clarification or interpretation that is consistent with the intent of and reasonably inferred from Contract Documents.

5.7 EXAMINATION OF DRAWINGS, SPECIFICATIONS, PROJECT SITE

5.7.1 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 Contact Documents.

5.7.1.1 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.

5.7.1.2 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.

5.7.2 When the Contract Drawings include a log of test borings showing a record of the data obtained by the HCDA's investigation of subsurface conditions, said log represents only the opinion of the HCDA 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.

5.7.3 Reference is made to the SPECIAL PROVISIONS for identification of subsurface investigations, reports, explorations and tests utilized by the HCDA in preparation the Contract Documents. Such reports, drawings, boring logs etc. are not part of the Contract Documents.

5.8 COOPERATION BETWEEN THE CONTRACTOR AND THE HCDA

5.8.1 Furnishing Drawings and Specifications - Contractor will be supplied the Contract Drawings and Specifications in an electronic format. Contractor shall have and maintain at least one hard copy of the Contract Drawings and Specifications on the work site, at all times. Contractor shall cooperate with the Engineer, the Inspector(s), and other contractors in every possible way.

5.8.2 Superintendent - The Contractor shall have a competent superintendent or agent on the work site while work is being performed under the contract. The superintendent or agent shall be experienced in the type of project being undertaken and the work being performed. The superintendent or agent shall represent the Contractor and shall have the authority to act on behalf of the Contractor. Communications given to the superintendent or agent shall be as binding as if given to the Contractor.

5.8.2.1 If the superintendent or agent is not present at the work site, the Engineer shall have the right to suspend the work as described under Section 7.24 SUSPENSION OF WORK.

5.8.2.2 The Contractor shall file with the Engineer a written statement giving the name of the superintendent or agent assigned to the project. The Contractor shall be responsible for notifying the Engineer in writing of any change in the superintendent or agent.

5.8.2.3 The requirements of this subsection 5.8.2 may be waived by the Engineer.

5.8.3 Engineering Work - The Contractor shall properly and accurately lay out the work, perform all engineering work, and furnish all engineering 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 Engineer, correct and make good such errors or any errors, or faults in the work resulting from errors in engineering performed under the requirements of its contract to the entire satisfaction of the Engineer. 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 engineering work.

5.8.3.1 The Contractor shall furnish the requisite bench elevations.

5.8.3.2 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 Engineer, any change shall be made in accordance with the Engineer's instruction.

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

5.8.3.4 The Contractor shall provide a surveyor or Civil Engineer licensed in the State of Hawaii to verify and establish all lines, grades, dimensions and elevations.

5.8.4 Use of Structure or Improvement - The HCDA 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 HCDA 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 Engineer shall allocate the work and designate the sequence of construction in case of controversy between Contractors on separate projects under HCDA jurisdiction.

5.8.4.1 The HCDA shall also have the right to use the structure, equipment, improvement or any part thereof, at any time after it is considered by the Engineer as available. In the event that the structure, equipment or any part thereof is so used, the HCDA shall be responsible for all expenses incidental to such use and any damages resulting from the HCDA's use.

5.8.4.2 Equipment warranty will commence to run before the work is complete when and if the HCDA begins actual use of the equipment for the purpose for which the equipment was designed and installed.

5.8.4.3 If the HCDA enters the structure for construction and/or occupancy and the Contractor is delayed because of interference by the HCDA 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 HCDA, 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 HCDA may determine to be

proper. Any additional work necessary will be paid in accordance with Section 8.3 PAYMENT FOR ADDITIONAL WORK.

5.9 INSPECTION - The Engineer, the HCDA's consultants, Inspectors employed by the HCDA and other representatives duly authorized by the HCDA 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.

5.9.1 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 this Section 5.9 to the same extent as the Contractor.

5.9.2 Authority to Suspend Operations - The Inspector 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.

5.9.3 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 Engineer, defective and nonconforming work shall be corrected to comply with the contract requirements. Unsuitable, unspecified or unapproved materials may be rejected.

5.10 REMOVAL OF DEFECTIVE, NON-CONFORMING AND UNAUTHORIZED WORK

5.10.1 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 Engineer 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 expense.

5.10.2 Scheduling Corrective Work - The Contractor shall perform its corrective or remedial work at the convenience of the HCDA and shall obtain the Engineer's approval of its schedule.

5.10.3 Failure to Correct Work - Upon failure on the part of the Contractor to comply promptly with any order of the Engineer made under the provisions of

this Section 5.10, the Engineer 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.

5.11 VALUE ENGINEERING INCENTIVE - On projects with contract amounts in excess of \$250,000, the following Value Engineering Incentive Clause shall apply to allow the Contractor to share in cost savings that ensue from cost reduction proposals it submits.

5.11.1 The Value Engineering Incentive Clause applies to all Value Engineering 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 Engineer.

5.11.2 Value Engineering Change Proposal - All VECP must:

5.11.2.1 Result in a savings to the HCDA of at least four thousand dollars (\$4,000) by providing less costly items than 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.

5.11.2.2 Require, in order to be applied to this contract, a change order to this contract.

5.11.2.3 Not adversely impact on the schedule of performance or the contract completion date.

5.11.3 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:

5.11.3.1 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;

5.11.3.2 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;

- 5.11.3.3 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;
- 5.11.3.4 A prediction of any effects the VECP would have on other costs to the HCDA, such as HCDA 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;
- 5.11.3.5 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
- 5.11.3.6 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.

5.11.4 Required Use of Licensed Architect or Engineer - When, in the judgment of the Engineer, a VECP alters the design prepared by a registered professional architect or engineer, the Contractor shall ensure the changes to be prepared are by or under the supervision of a licensed professional architect or engineer, and stamped and so certified.

5.11.5 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 HCDA shall not be liable for delays incurred by the Contractor resulting from the time required for the HCDA's determination of the acceptability of the VECP.

- 5.11.5.1 The determination of the Engineer as to the acceptance of any VECP under a contract shall be final.

5.11.6 Acceptance of VECP - The Engineer 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:

- 5.11.6.1 Design calculations;

- 5.11.6.2 The design criteria used;
- 5.11.6.3 A detailed breakdown of costs and expenses to construct or implement such revisions; and
- 5.11.6.4 The change order will identify the final VECP on which it is based.

5.11.7 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 HCDA's charges to the Contractor for architectural, engineering, 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.

5.11.8 The Contractor may restrict the HCDA'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 paragraph, if it is stated on that sheet as follows:

5.11.8.1 "This data or information or both shall not be disclosed outside the HCDA 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 HCDA'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 HCDA by issuance of a change order after the use of this data or information or both in such an evaluation, the HCDA 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."

5.11.9 In the event of acceptance of a VECP, the HCDA 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.

5.11.10 The Contractor shall submit with each VECP all required information and provide all additional information as may be required by the Engineer 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.

5.11.11 If the services of the HCDA's architect, engineer or consultant is necessary to review and evaluate a VECP, the cost therefor shall be paid for by the Contractor.

5.11.12 Each VECP shall be evaluated as applicable to this contract, and past acceptance on another HCDA project for a similar item shall not be automatic grounds for approval.

5.11.13 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.

5.11.13.1 The HCDA may accept the proposed VECP in whole or in part. The Engineer shall issue a contract change order to identify and describe the accepted VECP.

5.12 SUBCONTRACTS - Nothing contained in the Contract Documents shall create a contractual relationship between the HCDA and any subcontractor. The Contractor may subcontract a portion of the work but the Contractor shall remain responsible for the work that is subcontracted.

5.12.1 Replacing Subcontractors - Contractors may enter into subcontracts only with subcontractors listed in the offer form. The Contractor will be allowed to replace a listed subcontractor if the subcontractor:

5.12.1.1 Fails, refuses or is unable to enter into a subcontract consistent with the terms and conditions of the subcontractor's offer presented to the Contractor; or

5.12.1.2 Becomes insolvent; or

5.12.1.3 Has any license or certification necessary for performance of the work suspended or revoked; or

5.12.1.4 Has defaulted or has otherwise breached the subcontract in connection with the subcontracted work; or

5.12.1.5 Agrees to be substituted by providing a written release; or

5.12.1.6 Is unable or refuses to comply with other Requirements of law applicable to contractors, subcontractors, and public works projects.

5.12.2 Notice of Replacing Subcontractor - The Contractor shall provide a written notice to the Contracting Officer when it replaces a subcontractor, including in

the notice, the reasons for replacement. The Contractor agrees to defend, hold harmless, and indemnify the HCDA and the State against all claims, liabilities, or damages whatsoever, including attorney's fees, arising out of or related to the replacement of a subcontractor.

5.12.3 Adding Subcontractors - The Contractor may enter into a subcontract with a subcontractor that is not listed in the offer form only after this contract becomes enforceable.

5.12.4 Subcontracting - Contractor shall perform with its own organization, work amounting to not less than twenty (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 HCDA in the contract as "specialty items" may be performed by a subcontract and the cost of any such specialty items so performed by the subcontract 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.

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 HCDA 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 Engineer, shall be used. In order to expedite the inspection and testing of materials, at the request of the Engineer, the Contractor shall identify its proposed sources of materials within ten (10) days after notification by the Engineer.

6.2.2 At the option of the Engineer, the materials may be accepted by the Engineer 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 Engineer's Authorization to Test Materials - Materials proposed to be used may be inspected and tested whenever the Engineer 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 HCDA.

- 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 HCDA. No material which is in any way unfit for use shall be used.

6.3 SUBSTITUTION AFTER CONTRACT AWARD

- 6.3.1** Materials, equipment, articles and systems noted on the drawings and specifications, establish a standard of quality, function, performance or design requirements and shall not be interpreted to limit competition. Should trade names, makes, catalog numbers or brand names be specified, the Contractor shall infer that these items indicate the quality, style, appearance or performance of the material, equipment, article, or systems to be used in the project. The Contractor is responsible to use materials, equipment, articles or systems that meet the project requirements. Unless specifically provided otherwise in the Contract Documents, the Contractor may, at its option, use any material, equipment, article or system that, in the judgment of the Contracting Officer, is equal to that required by the Contract Documents.

- 6.3.1.1 If after installing a material, equipment, article or system a variance is discovered, the Contractor shall immediately replace the material, equipment, article or system with one that meets the requirements of the Contract Documents.

- 6.3.2 Substitution After Contract Award** - Subject to the Contracting Officer's determination; material, equipment, article or system with a variant feature(s) may be allowed as a substitution, provided it is in the HCDA's best interest. The HCDA may deny a substitution; and if a substitution is denied, the Contractor is not entitled to any additional compensation or time extension.

- 6.3.2.1 The Contractor shall include with the submittal, a notification that identifies all deviations or variances from the Contract Documents. The notice shall be in a written form separate from the submittal. The variances shall be clearly shown on the shop drawing, descriptive sheet, and material sample or color sample; and the Contractor shall certify that the substitution has no other variant features. Failures to identify the variances are grounds to reject the related work or materials, notwithstanding that the Contracting Officer accepted the submittal. If the variances are not acceptable to the Contracting Officer, the Contractor will be required to furnish the item as specified on the Contract Documents at no additional cost or time.

6.3.2.2 Acceptance of a variance shall not justify a contract price or time adjustment unless the Contractor requests an adjustment at the time of submittal and the adjustments are explicitly agreed to in writing by the Contracting Officer. Any request shall include price details and proposed scheduling modifications. Acceptance of a variance is subject to all contract terms, and is without prejudice to all rights under the surety bond.

6.3.2.3 The Contractor can recommend improvements to the project, for materials, equipment, articles, or systems by means of a substitution request, even if the improvements are at an additional cost. The Contracting Officer shall make the final determination to accept or reject Contractor's proposed improvements. If the proposed material, equipment, article or system cost less than the specified item, the Department will require a sharing of cost similar to value engineering be implemented. HCDA reserves its right to deny a substitution; and if a substitution is denied, the Contractor is not entitled to additional compensation or time extension.

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 Engineer may require any or all materials to be tested by means of samples or otherwise. Contractor shall collect and forward samples requested by the Engineer. 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 Engineer may 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 Engineer 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 Engineer 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 Engineer has received and accepted the samples. If the Contractor proceeds to use such materials before the Engineer 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 HCDA. See also Section 5.4 SHOP DRAWINGS AND OTHER SUBMITTALS.

6.7 NON-CONFORMING MATERIALS - All materials not conforming to the requirements of these Contract Documents, whether in place or not, shall be rejected and removed immediately from the site of work unless otherwise permitted by the Engineer 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 Engineer. If the Contractor fails to comply forthwith with any order of the Engineer made under the provisions of this Section 6.7, the Engineer 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 Engineer'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 ASSIGNMENT OF ANTITRUST CLAIMS FOR OVERCHARGES FOR GOODS PURCHASED** - Contractor (or Vendor) and the HCDA recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the HCDA. Therefore, Contractor hereby assigns to the HCDA any and all claims for such overcharges as to goods purchased in connection with this order or contract, except as to overcharges which result from antitrust violations commencing after the price is established under this order or contract and any change order. In addition, Contractor warrants and represents that each of its first tier suppliers and subcontractors shall assign any and all such claims to the HCDA, subject to the aforementioned exception.

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 Executive Director, 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 Engineer 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 Engineer 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 Engineer of its intentions and has been advised by the Engineer 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 Engineer. 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 Engineer, 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 Engineer:

7.2.1 Identification of the Superintendent or authorized representative on the job site. Refer to Section 5.8 COOPERATION BETWEEN THE CONTRACTOR AND THE HCDA.

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 Engineer who may reject same and require the bidder to submit another or several other schedules if in the Engineer'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 Engineer 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.

7.2.5 Proof of Insurance Coverage - Certificate of Insurance or other documentary evidence satisfactory to the Engineer 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 Engineer.

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 HCDA.

- 7.3.3** Certificate(s) of Insurance acceptable to the HCDA shall be filed with the Engineer 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 coverages being certified will not be cancelled or materially changes without giving the Engineer at least thirty (30) days prior written notice. If the HCDA is to be an Additional Insured on any of the required insurance, it shall be so noted on the certificate. Should any policy be canceled before final acceptance of the work by the HCDA, and the Contractor fails to immediately procure replacement insurance as specified, the HCDA, 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 HCDA harmless pursuant to other provisions of this contract. In no instance will the HCDA’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 Engineer, when requested, satisfactory proof of coverage of each type of insurance required covering the work. Failure to comply with the Engineer’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 **General Liability** - The Contractor shall obtain General Liability insurance with a limit of not less than \$2,000,000 per occurrence and in the Aggregates. The General liability insurance shall include the HCDA as an Additional Insured. The required limit of insurance may be provided by a single policy or with a combination of primary and excess policies. Refer to SPECIAL PROVISIONS for any additional requirements.
- 7.3.7.3 **Auto Liability** - The Contractor shall obtain Auto Liability Insurance covering all owned, non-owned and hired autos with a Combined single Limit of not less than \$1,000,000 per occurrence. The required limit of insurance may be provided by a single policy or with a combination of primary and excess policies. Refer to SPECIAL PROVISIONS for any additional requirements.
- 7.3.7.4 Property Insurance (Builders Risk)
- (a) **New Building(s)** - The Contractor shall obtain Property Insurance covering building(s) being constructed under this Contract. The limit shall be equal to the completed value of the building(s) and shall insure against all-loss excluding earthquakes and floods. The coverage shall be provided by a company authorized to write insurance in the State of Hawaii as an insurer. Refer to SPECIAL PROVISIONS for any additional requirements.
 - (b) **Building Renovation and/or Installation Contract** - The Contractor shall obtain Property Insurance with a limit equal to the completed value of the work or property being installed and shall insure against all-loss excluding earthquakes and floods. The coverage shall be provided by a company authorized to write insurance in the State of Hawaii as an insurer. Refer to SPECIAL PROVISIONS for any additional requirements.
 - (c) The Contractor is not required to obtain property insurance for contracts limited to site development

7.4 PERMITS AND LICENSES

7.4.1 The HCDA or its representative may process Federal (e.g., Corps of Engineers), State and County Permit applications. The Contractor shall pick up the pre-processed 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 HCDA 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 Engineer.

7.4.3 The Engineer 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 HCDA, the Contractor shall notify the Engineer 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 Engineer's approval three (3) consecutive working days prior to the date of the change.

7.6 HOURS OF LABOR

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 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 hours on any other day. For the purposes of determining overtime compensation under this Section 7.6, 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

7.7.1 The Contractor shall at all times 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, HRS Wages and Hours of Employees on Public Works Law”.

- 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. Said wage rate schedule may be obtained from the Department of Labor and Industrial Relations.
- 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 Director of Labor and Industrial Relations and published in wage rate schedules. Any increase in wage rates, as determined by the Director of 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), HRS. Notwithstanding the provisions of the original contract, if the Director 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 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 Director of 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.
- 7.7.5** The HCDA may withhold from the Contractor so much of the accrued payments as the HCDA 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 - If the HCDA 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 HCDA 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 HCDA for any excess costs occasioned thereby.

7.9 PAYROLLS AND PAYROLL RECORDS

7.9.1 A certified copy of each weekly payroll shall be submitted to the HCDA 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 disqualification from bidding in accordance with the provisions of Section 2.12 DISQUALIFICATION OF BIDDERS. 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 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 HCDA, the Director 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 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 day or work performed on Saturday, Sunday or legal holiday of the State. Overtime and night work are permissible when approved by the Engineer in writing, or as called for elsewhere within these GENERAL PROVISIONS.

- 7.10.2 Overtime Notification** - Contractor shall notify the Contracting Officer two working days prior to doing overtime and night work to insure that proper inspection will be available. The notification shall address the specific work to be done. A notification is not required when overtime work and night work are included as normal working hours in the contract and in the Contractor's construction schedule.
- 7.10.3** In the event that work other than that contained in the above notification is performed and for which the Engineer determines HCDA 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 HCDA 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 HCDA 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 STATE INSPECTION SERVICE

- 7.11.1** Whenever the Contractor's operations require the HCDA's inspection and staff personnel to work overtime or at night, the Contractor shall reimburse the HCDA for the cost of such services unless otherwise instructed in the Contract. The Engineer will notify the Contractor of the minimum number of required HCDA employees and other personnel engaged by the HCDA 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 HCDA and includes overtime and night time differential for the HCDA staff and inspection personnel. In addition to the cost of the salaries, the Contractor shall reimburse the HCDA'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 HCDA staff and inspection personnel which are based on established rental rates or mileage allowance in use by the State for the particular equipment or vehicle.
 - 7.11.1.3 Fees and other costs billed the HCDA by Consultants engaged on the project for overtime and/or nighttime work.

7.11.2 Payment for Inspection Services - The monies due the HCDA for staff and inspection work and use of vehicles and equipment as determined in subsection 7.11.1 shall be deducted from the monies due or to become due the Contractor. In any and all events, the Contractor shall not pay the HCDA 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 insure the least practicable interference with pedestrian and motor traffic passageways. The Contractor shall furnish convenient detours and provide and plan all 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 Engineer.

7.12.3 Each Contractor shall be responsible for any damage done by it to work performed by another contractor. Each Contractor shall so conduct its operations and maintain the work in such condition that 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 or disregards the directions of the Engineer, the Engineer 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, adequate drainage, the repair of damage and complies with the direction of the Engineer. No payment will be made for the costs of such suspension.

7.13 ASSIGNMENT OR CHANGE OF NAME

7.13.1 Assignment - The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of this contract or any part hereof or any right, title or interest herein or any monies due or to become due hereunder without the prior written consent of the HCDA.

7.13.2 The Contractor may assign money due or to become due it under the contract and such assignment will be recognized by the HCDA, if given proper notice thereof, to the extent permitted by law; but any assignment of monies shall be

subject to all proper set-offs in favor of the HCDA and to all deductions provided in the contract and particularly all monies withheld or unpaid, whether assigned or not, shall be to use by HCDA for the completion of the work in the event that the Contractors should be in default therein.

7.13.3 Recognition of a Successor in Interest Assignment - When in the best interest of the HCDA, a successor in interest may be recognized in an assignment agreement in which the transferor and the transferee and the HCDA shall agree that:

7.13.3.1 The transferee assumes all of the transferor's obligations;

7.13.3.2 Transferor remains liable for all obligations under the contract but waives all rights under the contract against the State; and

7.13.3.3 The transferor shall continue to furnish, and the transferee shall also furnish, all required bonds.

7.13.4 Change of Name - When a Contractor requests to change the name in which it holds a contract with the HCDA, the Executive Director shall, upon receipt of a document indicating such change of name (for example: an amendment to the articles of incorporation of the corporation), enter into an agreement with the requesting Contractor to effect such a change of name. The agreement changing the name shall specifically indicate that no other terms and conditions of the contract are thereby changed.

7.13.5 All change of name or novation agreements effected hereunder other than by the Executive Director shall be reported to the Executive Director within thirty (30) days of the date that the agreement becomes effective.

7.13.6 Notwithstanding the provisions of paragraphs 7.13.3.1 through 7.13.3.3 above, when a Contractor holds contracts with more than one purchasing agency of the State, the novation or change of name agreements herein authorized shall be processed only through the Comptroller.

7.14 LAWS TO BE OBSERVED

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 HCDA 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 Engineer 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, 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).

7.15 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 HCDA and any affected third party from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright in connection with the work to be performed under the contract, shall defend, protect, indemnify and hold harmless the HCDA for any costs, expenses and damages which it may be obligated to pay by reason of any such infringement at any time during the prosecution or after the completion of the work. This section shall not apply to any design, device, material 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** The 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 paragraphs 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 Engineer. 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 hazardous material that has not been rendered harmless, the Contractor shall stop work in the area and notify the Engineer promptly. The work in the affected area shall resume when the hazardous material has been rendered harmless or properly removed.
- 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 Engineer, shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Contractor shall give the Engineer 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** The HCDA may hire an archaeologist to observe the Contractor's operations for compliance with a prerequisite Archaeological Monitoring Plan. The Contractor shall coordinate his operations with those of the archaeologist and shall fully cooperate and provide assistance as necessary, when the archaeologist desires to periodically inspect excavations and/or excavated or backfill material. Such instances shall be considered incidental to the Work and shall not constitute a delay or basis for additional compensation to the Contractor, unless a historic site is discovered as described in Section 7.18.2 below.
- 7.18.2** 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 comply with the directions of the archaeologist. If the archaeologist is not present at the site, the Contractor shall immediately notify the Engineer.

The Contractor shall assist in the archaeological work at the historic site as may be necessary. Compensation for such assistance shall be provided through a contract work item relating to archaeological work or in accordance with Section 4.2 CHANGES and Section 8.3 PAYMENT FOR ADDITIONAL WORK.

7.18.3 When required, the Contractor shall provide and install any temporary fencing or barriers to protect archaeological sites within the project. The fencing shall be maintained by the Contractor for the duration of the project or until such time that the archaeological work has been completed. Fence installation and maintenance shall be to the satisfaction of the Engineer. The Contractor shall remove the fencing as directed by the Engineer. Compensation for the installation, maintenance and removal of the fencing shall be provided through a contract work item relating to archaeological work or in accordance with Section 4.2 CHANGES and Section 8.3 PAYMENT FOR ADDITIONAL WORK.

7.18.4 Should the Contractor be unable to perform Contract Work at the location of the historic site, he shall mobilize to another area of the project site and continue his operations. The mobilization to another area shall be considered incidental to the related bid items. If Contract Work cannot be performed at other areas of the project site and the Contractor is delayed due the operations of the archaeologist, the Contractor may seek remedy as provided in Section 7.21 CONTRACT TIME and Section 7.24 SUSPENSION OF WORK.

7.19 RESPONSIBILITY FOR DAMAGE CLAIMS; INDEMNITY

7.19.1 The Contractor shall indemnify the HCDA against all loss of or damage to the HCDA's existing property and facilities arising out of any act or omission committed in the performance of the work by the Contractor, any subcontractor or their employees and agents. Contractor shall defend, hold harmless and indemnify the HCDA its employees, officers and agents against all losses, claims, suits, liability and expense, including but not limited to attorneys' fees, arising out of injury to or death of persons (including employees of the HCDA, the Contractor or any subcontractor) or damage to property resulting from or in connection with performance of the work and not caused solely by the negligence of the HCDA, its agents, officers and employees. The HCDA may participate in the defense of any claim or suit without relieving the Contractor of any obligation hereunder. The purchase of liability insurance shall not relieve the Contractor of the obligations described herein.

7.19.2 The Contractor agrees that it will not attempt to hold the HCDA and its 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 GENERAL PROVISIONS 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 HCDA unless all such claims are paid or released. The HCDA 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 Engineer 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 HCDA and its 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.

7.20 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 GENERAL PROVISIONS, otherwise, the Engineer 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 Engineer, 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 Engineer, 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 Engineer. Should the Contractor or subcontractor continue to employ, or again employ such person or persons on the project, the Engineer may withhold all payments which are or may

become due, or the Engineer may suspend the work until the Engineer'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 Engineer 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 Engineer 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 Notice to Proceed and shall continue consecutively to the date of Project Acceptance determined by the Engineer. 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.

7.21.3 Modifications of Contract Time

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 that 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 HCDA 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 Engineer, provided the Contractor notifies the Engineer 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 Engineer in writing within five (5) working 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 Engineer within ten (10) working 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.
- (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 both the Contractor, its subcontractor(s) or supplier(s), the Contractor may be granted an extension of time provided that it complies with the following procedures.

7.21.6.1 The Contractor must notify the Engineer 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 Engineer 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.
- (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 Engineer shall be computed as follows:

7.21.7.1 When the performance of the work is totally suspended for one or more days (calendar or working days, as appropriate) by order of the Engineer in accordance with paragraphs 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 Engineer's order to suspend operations to the effective date of the Engineer'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 Engineer 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 Engineer, on a timely basis, 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.
- 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 HCDA 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 Engineer prior to the start of the work. The purpose of the schedule is to allow the Engineer 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 Engineer's receipt of the construction schedule shall not imply the HCDA'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 HCDA 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. Additional compensation shall not be due the Contractor in the event that deviations from the Contractor's schedule, caused by any design revisions required to resolve site conditions or State, County, or utility requirements, affect the efficiency of its operations.

7.22.3 In the event the Contractor submits and the HCDA 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 HCDA.

7.22.4 **Caution** - The HCDA will not be responsible if the Contractor does not meet its accelerated schedule.

7.22.5 The requirements of this Section 7.22 CONSTRUCTION SCHEDULE may be waived by the Engineer.

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**

7.24.1 **Procedure to be Followed** - The Engineer may, by written order, suspend the performance of the Work up to thirty (30) days and the Executive Director, for an unlimited number of days, 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 Engineer for prosecution of the work; or

7.24.1.2 Soil Conditions considered unsuitable by the Engineer 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 Engineer;

(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 Section 5.8 COOPERATION BETWEEN THE CONTRACTOR AND THE HCDA.

7.24.1.4 When any redesign is deemed necessary by the Engineer; 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 specifications; or

7.24.1.6 The convenience of the State.

7.24.2 Partial, 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 Engineer in writing as provided herein to suspend all work under the contract in accordance with paragraphs 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 Engineer, 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 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 and Section 4.2 CHANGES.

7.24.3.4 Claims for such compensation shall be filed with the Engineer 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 Engineer may make such investigations as are deemed necessary and shall be the sole judge of the claim and the Engineer's decision shall be final.

7.24.4 Claims Not Allowed - No claim under this Section 7.24 shall be allowed:

- 7.24.4.1 For any direct costs incurred more than twenty (20) days before the Contractor shall have notified the Engineer in writing of any suspension that the Contractor considered compensable. This requirement shall not apply as to a claim resulting from a suspension order under paragraphs 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 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 Engineer under the provisions of paragraphs 7.24.1.1, 7.24.1.2, 7.24.1.3 and 7.24.1.5.

7.25 DISPUTES AND CLAIMS

7.25.1 Required Notification - As a condition precedent for any claim, the Contractor must give notice in writing to the Engineer 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 Engineer as an extra;
- 7.25.1.2 Failure by the HCDA and Contractor to agree to an Oral Order or an adjustment in price or contract time for a Field Order or a Change Order issued by the HCDA;
- 7.25.1.3 An action or omission by the Engineer requiring performance changes beyond the scope of the contract;
- 7.25.1.4 Failure of the HCDA 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 Engineer. 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

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 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 above shall be supplemented as requested by the Engineer.

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, except as provided under Section 8.9 CLAIMS ARISING OUT OF PAYMENT FOR REQUIRED WORK.
- 7.25.8** Contractor may protest the assessment or determination by the Engineer of amounts due the HCDA from the Contractor by providing a written notice to the Engineer within thirty (30) days of the date of the Engineer's written assessment or determination. Said notice shall comply with all requirements of subsections 7.25.4 and 7.25.6 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 "pass through" claims of subcontractors or suppliers. 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 HCDA 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 Engineer on the claim shall be final and conclusive, unless fraudulent, or unless the Contractor delivers to the Executive Director a written appeal of the Engineer's decision. Said appeal shall be delivered to the Executive Director no later than thirty (30) days after the date of the Engineer's decision.
- 7.25.10.1 In that event, the decision of the Executive Director shall be final and conclusive, unless fraudulent or unless the Contractor brings an action seeking judicial review of the Executive Director's decision in an appropriate circuit court of this State within six (6) months from the date of the Executive Director'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 shall only be calculated until the time such action is initiated. Interest on amounts due the HCDA from the Contractor shall be payable at the same rate from the date of issuance of the Engineer'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 Engineer 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 HCDA; provided that in any event the Contractor shall proceed diligently with the performance of the contract where the Engineer 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 HCDA 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 HCDA's business. In addition, the HCDA will be damaged by the inability to obtain full use of the completed work and by increased engineering, inspection, superintendence, and administrative services in connection with the work. Furthermore, delay may detrimentally impact the financing, planning, or completion of other HCDA projects because of the need to devote HCDA resources to the project after the required completion date. The monetary amount of such public inconvenience, interference with HCDA 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 as set forth below.

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 HCDA based upon the amount stated in the Specification under SPECIAL PROVISIONS.

7.26.1.2 If the Contractor fails to correct Punchlist deficiencies as required by Section 7.32 PROJECT ACCEPTANCE DATE, the HCDA will be inconvenienced and damaged, therefore, it is agreed that the Contractor shall pay liquidated damages to the HCDA based upon the amount stated in the Specification under SPECIAL PROVISIONS. 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 Engineer.

7.26.1.3 If the Contractor fails to submit final documents as required by Section 7.33 FINAL SETTLEMENT OF CONTRACT, the HCDA will be inconvenienced and damaged, therefore, it is agreed that the Contractor shall pay liquidated damages to the HCDA based upon the amount stated in the Specification under SPECIAL PROVISIONS. 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 Engineer.

7.26.1.4 The Engineer shall assess the total amount of liquidated damages in accordance with the amount stated in the Specification under SPECIAL PROVISIONS and provide written notice of such assessment to the Contractor.

7.26.2 Acceptance of Liquidated Damages -The assessment of liquidated damages by the Engineer shall be accepted by the parties hereto as final, unless the Contractor delivers a written appeal of the Engineer's decision in accordance with subsection 7.25.10 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 HCDA 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 HCDA.

7.27 TERMINATION OF CONTRACT FOR CAUSE

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 Engineer to commence and continue correction of the refusal or failure with diligence and promptness, the Executive Director 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 HCDA 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 HCDA 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 HCDA 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 HCDA, 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 HCDA the amount of the excess.

7.27.3.2 In case of termination, the Executive Director 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, it is determined for any reason that good cause did not exist to allow the HCDA 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

7.28.1 Termination - The Executive Director may, when the interests of the HCDA so require, terminate this contract in whole or in part, for the convenience of the HCDA. The Executive Director 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 HCDA's approval. The Executive Director may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to the HCDA. The Contractor must still complete the work not terminated by the notice of termination.

7.28.3 Right to Construction and Goods - The Executive Director may require the Contractor to transfer title and delivery to the HCDA in the manner and to the extent directed by the Executive Director, the following:

7.28.3.1 Any completed work;

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; and

7.28.3.3 The Contractor shall protect and preserve all property in the possession of the Contractor in which the HCDA has an interest. If the Executive Director does not elect to retain any such property, the Contractor shall use its best efforts to sell such property and construction material for the HCDA'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 year from the effective date of termination, the

Executive Director may pay the Contractor, if at all, an amount set in accordance with paragraph 7.28.4.3.

7.28.4.2 The Executive Director 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 HCDA, the proceeds of any sales of construction, supplies, and construction materials under paragraph 7.28.3.3 of this Section, and the contract price of the work not terminated.

7.28.4.3 Absent complete agreement, the Executive Director 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, 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 HCDA 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 HCDA, and thereafter to expeditiously complete the

correction of said defects, the Engineer 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 Engineer. However, the Contractor shall not remove any warning and directional signs prior to the formal acceptance by the Engineer. 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 HCDA accepts the project as being completed, unless otherwise stipulated by the Engineer, 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 Engineer 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 Engineer shall make a preliminary determination whether project is Substantially Complete.

(b) If the Project is not Substantially Complete, the Engineer 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 Engineer 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 Engineer shall schedule a Final Inspection within fifteen (15) days of the Contractor's notification letter or as otherwise determined by the Engineer.

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) Operating and maintenance manuals.
- (d) Air conditioning test and balance reports.
- (e) Any other final submittal required by the technical sections of the contract.

7.31.2 Final Inspection - If at the Final Inspection the Engineer determines that all work is completed, the Engineer 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 Engineer, within five (5) days from the Final Inspection Date. The Contractor shall make the necessary corrections.

7.31.2.1 The Engineer 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 Engineer 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 Engineer may revoke the determination of Substantial Completion if the Engineer finds it was not warranted. The Engineer 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 Engineer finds that the project has been satisfactorily completed in compliance with the contract, the Engineer 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 HCDA 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.
 - 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 Engineer's Punchlist and the date when correction of the deficiencies must be completed.
- 7.32.4.1 Punchlist corrective work shall be completed prior to Contract Completion Date, or extension thereof.
- 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 Engineer 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 Engineer 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 HCDA 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 - 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 Necessary Submissions in addition to the items noted under paragraph 7.31.1.2.

7.33.1.1 All written guarantees required by the contract.

7.33.1.2 Complete and certified weekly payrolls for the Contractor and its subcontractor(s).

7.33.1.3 Certificate of Plumbing and Electrical Inspection.

7.33.1.4 Certificate of Building Occupancy.

7.33.1.5 Certificates for Soil Treatment and Wood Treatment.

7.33.1.6 Certificate of Water System Chlorination.

7.33.1.7 Certificate of Elevator Inspection, Boiler and Pressure Pipe installation.

7.33.1.8 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 Executive Director 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 Engineer 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 excluding earthquakes and floods, 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 HCDA, 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, whichever is earlier.

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 Engineer 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 HCDA 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 HCDA and submit such forms to the manufacturer within such time required to validate the guarantee. Contractor shall submit to the HCDA a photocopy of the completed guarantee form for the HCDA'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 Engineer that the deficiencies have been repaired or remedied.

7.35.5 If guarantee is specified for greater than two (2) years, two (2) years shall prevail except for manufacturer's warranties. Manufacturer's warranties shall remain as specified in their respective Specification sections.

7.35.5.1 However, the number of years specified in the technical specifications shall prevail only if it is stated that the number of years for guarantee supersedes this provision.

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 HCDA 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 and the utility company and their insurers.

7.36.2 Unless stated as an allowance item to be paid by the Contractor, the HCDA 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 HCDA or by an allowance item in the Contract.

7.37 RIGHT TO AUDIT RECORDS

7.37.1 Pursuant to Section 103D-317, HRS, the HCDA, at reasonable times and places, may audit the books and records of a Contractor, prospective contractor, subcontractor and prospective subcontractor relating to the Contractor's or subcontractor's cost or pricing data. The books and records shall be maintained by the Contractor and subcontractor(s) for a period of four (4) years from the date of final payment under the contract.

7.37.2 The Contractor shall insure 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, authorizes 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 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 Agreement.

7.38.2 The representative of the HCDA, the Comptroller of the State of Hawaii, 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 Agreement 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 Agreement.

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 retain all records related to the Contractor and subcontractor's performance of services under this Agreement for four (4) years from the date of 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 (4) 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 (4) year retention period, whichever occurs later. Furthermore, it shall be the Contractor's responsibility to enforce compliance with this provision by any subcontractor.

ARTICLE 8 - MEASUREMENT AND PAYMENT

8.1 MEASUREMENT OF QUANTITIES

8.1.1 All work completed under the Contract shall be measured by the Engineer 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 engineering practice. These measurements shall be considered correct and final unless the Contractor has protested same to the Engineer 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 surface, 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 Engineer, 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 Engineer 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 Engineer 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 HCDA may sustain by reason of the Contractor's failure to comply with the terms of the contract. Neither the acceptance by the Engineer or any representative of the Engineer, 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 Engineer, 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 HCDA, 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 Engineer 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, workers compensation insurance premiums, State unemployment contributions, Federal unemployment taxes, social security and Medicare taxes to which a markup of up to six percent (6%) may be added.

8.3.4.3 **Materials** - For materials accepted by the Engineer 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 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 clause 8.3.4.5(h), owned or leased by the Contractor or a related entity, the use of which has been authorized by the Engineer:
 - (a.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.
 - (a.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 Engineer prior to the use of said machinery or equipment. If there is no agreement, the Engineer will set a rate. The

Contractor may contest the rate pursuant to Section 7.25 DISPUTES AND CLAIMS.

- (a.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 Engineer 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 Engineer; 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 Engineer.
- (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 Engineer; 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 Engineer.
- (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 paragraph 8.3.4.5. Rental rates for Contractor-owned trucks not listed in the Rental Rate Blue Book shall be agreed upon in writing by the Contractor and Engineer prior to the use of said trucks. If there is no agreement, the Engineer 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 hours per day until the equipment is no longer needed.

- (e.1) The rental time to be paid will be for the time actually used. Any hours or operation in excess of 8 hours in any one day must be approved by the Engineer prior to the performance of such work.
- (e.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.
- (e.3) In the event the Force Account work is completed in less than 8 hours, equipment rental shall nevertheless be paid for a minimum 8 hours.
- (e.4) For the purpose of determining the rental period the continuous and consecutive days shall be the normal 8-hour shift work day, Monday through Friday excluding legal holidays. Any work day to be paid less than 8 hours shall not be considered as continuous, except for equipment removed from rental for fuel and lubrication.
- (e.5) No additional premium beyond the normal rates used will be paid for equipment over 8 hours per day or 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 thousand dollars (\$1,000) 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.
 - (i.1) The Contractor shall provide the cost of replacement to the Engineer prior to using the equipment. If the Engineer does not agree with the replacement cost, the Engineer 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 an equipment cost under paragraph 8.3.4.5.
- (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:
 - (k.1) The location from which the equipment is to be moved or transported shall be approved by the Engineer.
 - (k.2) Where the equipment must be transported to the site of the force account work, the HCDA 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 HCDA will pay the reasonable cost of mobilizing and transporting the equipment back to its original location or to another location, whichever cost is less.
 - (k.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 Engineer based upon the prevailing rates charged by established haulers within the locale.

- (k.4) Where the equipment is self-propelled, the HCDA 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 HCDA will pay the reasonable cost of moving of the Equipment back to its original or another location, whichever cost is less.
- (k.5) At the discretion of the Engineer, 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 paragraphs 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 paragraphs 8.3.4.1, 8.3.4.2, 8.3.4.3 and 8.3.4.4 when applicable.

- (1) The compensation as determined in paragraphs 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 Engineer 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 Engineer.

8.3.4.8 **Statements** - No payment will be made for work on a Force Account basis until the Contractor has submitted to the Engineer, 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**
 - (c.1) Quantities of materials, prices and extensions
 - (c.2) Costs of transporting materials, if such cost is not reflected in the prices of the materials.
 - (c.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 Contractor 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 them to the Engineer. 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 Engineer and will be subject to compliance with Section 7.9 PAYROLLS AND PAYROLL RECORDS.

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 Engineer 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 Work;
or

8.4.3.2 For special items of materials accepted by the Engineer, 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 Work.

8.4.4 Partial payments shall be made only if the Engineer 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 HCDA 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.

8.5 PROMPT PAYMENT

8.5.1 Any money paid to a Contractor for work performed by a subcontractor or for unpaid material invoice shall be disbursed to such subcontractors and material suppliers within ten (10) days after receipt of the money from the HCDA, provided that there are no bona fide disputes, and

8.5.2 Upon final payment to the Contractor, full payment to all subcontractors and material suppliers shall be made within ten (10) days after receipt of the

money, provided there are no bona fide disputes over the subcontractor's or material supplier'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 Executive Director 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 HCDA;

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 HCDA will investigate the validity of the complaint.

8.5.5 The HCDA may withhold from future progress payments amounts to cover any sums paid to the Contractor for work performed by a subcontractor if the HCDA finds that the subcontractor complaint regarding non-payment by the Contractor has merit.

8.5.6 If the Engineer 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 Engineer shall inform the Contractor of the findings and request the Contractor make payment accordingly. If the Contractor does not act promptly, the Engineer 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, HRS, regarding the Revocation, Suspension and Renewal of (Contractor) Licenses and/or initiate a petition for debarment of the Contractor from bidding on other State jobs.

8.6 RETAINAGE

8.6.1 The HCDA 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 Engineer at its sole discretion may elect not to withhold further retainage. If progress is not satisfactory, the HCDA 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 moneys 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 HCDA and depositing with the HCDA any general obligation bond of the State or its political subdivisions suitable to the HCDA but in no case with a face value less than one hundred twenty percent (120%) of the amount to be withdrawn. The HCDA 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 HCDA. 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 HCDA to require the fulfillment of all the items of the contract.

8.8 **FINAL PAYMENT**

8.8.1 Upon final settlement, the final payment amount, less all previous payments and less any sums that may have been deducted in accordance with the provisions of the contract, will be paid to the Contractor, provided the Contractor has met all the requirements set forth in HAR §3-122-112.

8.8.2 Sums necessary to meet any claims of any kind by the State may be retained from the sums due the Contractor until said claims have been fully and completely discharged or otherwise satisfied.

8.9 **CLAIMS ARISING OUT OF PAYMENT FOR REQUIRED WORK** - If the Contractor disputes any determination made by the Engineer regarding the amount of work satisfactorily completed, or the value thereof, or the manner in which payment therefore is made or calculated, it shall notify the Engineer in writing of the specific facts supporting the Contractor's position. Such notice shall be delivered to the Engineer no later than thirty (30) days after the Contractor has been tendered payment for the subject work, or, if no payment has been tendered, not later than fifty (50) days after it has submitted the Monthly Payment Application required under Section 8.4 PROGRESS AND/OR PARTIAL PAYMENTS herein to the Engineer for the work that is the subject of the dispute. The delivery of the written notice cannot be waived and shall be a condition precedent to the filing of the claim. No claim for additional compensation for extra work or change work shall be allowed under this provision, unless the notice requirements of Article 4 - SCOPE OF WORK have been followed. Acceptance of partial payment of a Monthly Payment Application amount shall not be deemed a waiver

of the right to make a claim described herein provided the notice provisions are followed. The existence of or filing of a payment claim herein shall not relieve the Contractor of its duty to continue with the performance of the contract in full compliance with the directions of the Engineer. Any notice of claim disputing the final payment made pursuant to Section 8.8 FINAL PAYMENT must be submitted in writing not later than thirty (30) days after final payment that is identified as such has been tendered to the Contractor.

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SECTION 00 73 00

SUPPLEMENTARY CONDITIONS

**“APPENDIX TO THE
GENERAL PROVISIONS FOR CONSTRUCTION CONTRACTS”**

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DOLLARS

(\$ _____), 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 _____ DOLLARS (\$ _____).

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 _____ DOLLARS (\$ _____) 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)

(Print Name)

(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

SUPPLEMENTAL CONTRACT NO. ____

TO CONTRACT

(Insert contract number or other identifying information)

This Supplemental Contract No. _____, executed on the respective dates indicated below, is effective as of _____, _____, between the _____, State of Hawaii

(Insert name of state department, agency, board or commission)

("STATE"), by its _____,

(Insert title of state officer executing contract)

(hereafter also referred to as the HEAD OF THE PURCHASING AGENCY or designee ("HOPA")),

whose address is _____, 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. WHEREAS, the STATE and the CONTRACTOR entered into Contract

(Insert contract number or other identifying information)

dated _____, which was amended by Supplemental Contract No(s). _____

dated _____, which was amended by Supplemental Contract No(s). _____

dated _____, which was amended by Supplemental Contract No(s). _____

dated _____, (hereafter collectively referred to as "Contract") whereby the CONTRACTOR agreed to provide the goods or services, or both, described in the Contract; and

B. WHEREAS, the parties now desire to amend the Contract.

NOW, THEREFORE, the STATE and the CONTRACTOR mutually agree to amend the Contract as follows: (Check Applicable box(es))

- Amend the SCOPE OF SERVICES according to the terms set forth in Attachment-S1, which is made a part of the Contract.
Amend the COMPENSATION AND PAYMENT SCHEDULE according to the terms set forth in Attachment-S2, which is made a part of the Contract.
Amend the TIME OF PERFORMANCE according to the terms set forth in Attachment-S3, which is made a part of the Contract.
Amend the SPECIAL CONDITIONS according to the terms set forth in Attachment-S6 SUPPLEMENTAL SPECIAL CONDITIONS, which is made a part of the Contract.
Recognize the CONTRACTOR'S change of name.

FROM: _____

TO: _____

As set forth in the documents attached hereto as Exhibit _____, and incorporated herein.

A tax clearance certificate from the State of Hawaii is is not required to be submitted to the STATE prior to commencing any performance under this Supplemental Contract.

A tax clearance certificate from the Internal Revenue Service is is not required to be submitted to the STATE prior to commencing any performance under this Supplemental Contract.

The entire Contract, as amended herein, shall remain in full force and effect.

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)

(Print Name)

(Print Title)

(Date)

CONTRACTOR

CORPORATE SEAL
(If available)

(Name of Contractor)

(Signature)

(Print Name)

(Print Title)

(Date)

*

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.

GENERAL CONDITIONS

Table of Contents

	<u>Page(s)</u>
1. Coordination of Services by the STATE.....	2
2. Relationship of Parties: Independent Contractor Status and Responsibilities, Including Tax Responsibilities.....	2
3. Personnel Requirements	3
4. Nondiscrimination	3
5. Conflicts of Interest	3
6. Subcontracts and Assignments	3
7. Indemnification and Defense	4
8. Cost of Litigation.....	4
9. Liquidated Damages	4
10. STATE'S Right of Offset.....	4
11. Disputes	4
12. Suspension of Contract.....	4
13. Termination for Default.....	5
14. Termination for Convenience.....	6
15. Claims Based on the Agency Procurement Officer's Actions or Omissions.....	8
16. Costs and Expenses	8
17. Payment Procedures; Final Payment; Tax Clearance	9
18. Federal Funds	9
19. Modifications of Contract.....	9
20. Change Order.....	10
21. Price Adjustment	11
22. Variation in Quantity for Definite Quantity Contracts	11
23. Changes in Cost-Reimbursement Contract.....	11
24. Confidentiality of Material	12
25. Publicity.....	12
26. Ownership Rights and Copyright	12
27. Liens and Warranties	12
28. Audit of Books and Records of the CONTRACTOR.....	13
29. Cost or Pricing Data	13
30. Audit of Cost or Pricing Data	13
31. Records Retention.....	13
32. Antitrust Claims.....	13
33. Patented Articles.....	13
34. Governing Law	14
35. Compliance with Laws	14
36. Conflict between General Conditions and Procurement Rules	14
37. Entire Contract.....	14
38. Severability.....	14
39. Waiver	14
40. Pollution Control	14
41. Campaign Contributions.....	14
42. Confidentiality of Personal Information.....	14

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 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.



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
SCOPE OF SERVICES



STATE OF HAWAII
COMPENSATION AND PAYMENT SCHEDULE



STATE OF HAWAII
TIME OF PERFORMANCE



STATE OF HAWAII

CERTIFICATE OF EXEMPTION FROM CIVIL SERVICE

1. By Heads of Departments Delegated by the Director of the Department of Human Resources Development (“DHRD”).*

Pursuant to a delegation of the authority by the Director of DHRD, I certify that the services to be provided under this Contract, and the person(s) providing the services under this Contract are exempt from the civil service, pursuant to § 76-16, Hawaii Revised Statutes (HRS).

(Signature)

(Date)

(Print Name)

(Print Title)

* This part of the form may be used by all department heads and the heads of attached agencies to whom the Director of DHRD expressly has delegated authority to certify § 76-16, HRS, civil service exemptions. The specific paragraph(s) of § 76-16, HRS, upon which an exemption is based should be noted in the contract file. If an exemption is based on § 76-16(b)(15), the contract must meet the following conditions:

- (1) It involves the delivery of completed work or product by or during a specific time;
(2) There is no employee-employer relationship; and
(3) The authorized funding for the service is from other than the "A" or personal services cost element.

NOTE: Not all attached agencies have received a delegation under § 76-16(b)(15). If in doubt, attached agencies should check with the Director of DHRD prior to certifying an exemption under § 76-16(b)(15). Authority to certify exemptions under §§76-16(b)(2), and 76-16(b)(12), HRS, has not been delegated; only the Director of DHRD may certify §§ 76-16(b)(2), and 76-16(b)(12) exemptions.

2. By the Director of DHRD, State of Hawaii.

I certify that the services to be provided under this Contract, and the person(s) providing the services under this Contract are exempt from the civil service, pursuant to §76-16, HRS.

(Signature)

(Date)

(Print Name)

(Print Title, if designee of the Director of DHRD)



STATE OF HAWAII
SPECIAL CONDITIONS



STATE OF HAWAII
SUPPLEMENTAL SPECIAL CONDITIONS

SECTION 00 74 00

SPECIAL PROVISION

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SECTION 00 74 00 – SPECIAL PROVISIONS

The following SPECIAL PROVISIONS and revisions and additions to the GENERAL PROVISIONS shall be made a part of these Specifications. Unless otherwise specified, the cost of performing work for these provisions shall be considered incidental and included in the prices bid for the various items of work.

SECTION SP 1 - GENERAL PROVISIONS FOR CONSTRUCTION CONTRACTS

The “GENERAL PROVISIONS FOR CONSTRUCTION CONTRACTS, 2008 EDITION, HAWAII COMMUNITY DEVELOPMENT AUTHORITY,” hereinafter referred to as GENERAL PROVISIONS, is incorporated herein and made a part of these Specifications.

SECTION SP 2 - DEFINITIONS

Article 1 of the GENERAL PROVISIONS is amended by adding the following definition:

- 1.76 CONSTRUCTION MANAGER** - Any employee of HCDA, or individual, partnership, firm, corporation, joint venture or other legal entity under contract to HCDA acting as the authorized field representative of the Engineer with the scope of the duties as assigned and delegated to him as such representative.

SECTION SP 3 - AWARD OF CONTRACT

This section shall supplement Section 3.4 – “Award of Contract” of the GENERAL PROVISIONS.

The award of the Contract shall be made on the basis of the lowest responsive and responsible total sum bid within one hundred eighty (180) days.

It is understood and agreed that the award of Contract is conditioned upon funds being made available for the Project and further, upon the right of HCDA to hold all bids received for a period of one hundred eighty (180) days from the date of bid opening, unless otherwise required by law, during which time no bid may be withdrawn.

SECTION SP 4 - NOTICE TO PROCEED AND TIME OF COMPLETION

Notice to Proceed (NTP) shall be issued within ninety (90) days from the Contract award date, unless otherwise agreed between HCDA and the Contractor.

The time of performance for completion and project acceptance shall be two hundred (200) calendar days from the NTP date exclusive of weekends and holidays.

SECTION SP 5 - LIQUIDATED DAMAGES

The section shall supplement Section 7.26 – “Failure to Complete the Work on Time” of the GENERAL PROVISIONS.

It is mutually understood and agreed between the Contractor and HCDA that liquidated damages for this Project shall be Five Hundred Dollars (\$500.00) per day verify for each and every calendar day, including weekends and holidays.

SECTION SP 6 - PERMITS AND LICENSES

The section shall supplement Section 7.4 – “Permits and Licenses” of the GENERAL PROVISIONS.

The following permits have been preprocessed for the Work by HCDA:

NOTICE OF GENERAL PERMIT COVERAGE (NGPC) NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) Appendix C – for Discharges of Storm Water Associated with Construction Activities: The Contractor shall strictly comply with all conditions of the NGPC NPDES Appendix C, File Number HI R10D448 on file with the Department of Health (DOH). Noncompliance may result in penalties of up to \$25,000 per violation day and constitute a breach of contract and may be cause for termination of the Contract and remedies as provided in Section 7.27 – “Termination of Contract for Cause” of the GENERAL PROVISIONS.

SPECIAL MANAGEMENT AREA USE PERMIT: The Contractor shall strictly comply with all conditions of the Special Management Area (SMA) Use Permit, on file with HCDA. Noncompliance may be constituted as a breach of contract and may be cause for termination of the Contract and remedies as provided in Section 7.27 – “Termination of Contract for Cause” of the GENERAL PROVISIONS.

SECTION SP 7 - ACCESS TO PROJECT SITE AND CONTRACTOR STAGING AREA

The normal access route to the Project site shall be through existing driveway aprons, chain link gate opening, or as directed by the Construction Manager.

The Contractor’s staging area shall be restricted to construction project site, unless otherwise allowed in writing by the Construction Manager. The Contractor shall be responsible to secure and barricade the work and staging areas for the protection and safety of the public, in accordance with Section 7.17 – “Protection of Persons and Property” of the GENERAL PROVISIONS.

Alternative site access may be allowed, provided that the Contractor must request approval in writing from the Construction Manager, at least three (3) working days prior to the proposed date of access. Such access, if approved, shall be granted for a time period specified by the Construction Manager, and the Contractor shall not block the road and shall allow traffic to pass in both directions. Unless otherwise approved by the Construction Manager, the road shall be cleared of all obstruction and barricades and properly secured at the end of each work day.

SECTION SP 8 - CONTRACTOR'S LICENSING LAWS

Attention is directed to the provisions of Chapter 444, HRS, concerning the licensing of contractors.

All bidders and contractors shall be licensed in accordance with the laws of the State of Hawaii, and any bidder or contractor not so licensed shall be subject to the penalties imposed by such laws.

"A" General Engineering Contractors and "B" General Building Contractors are reminded that due to the Hawaii Supreme Court's January 28, 2002 decision in Okada Trucking Co., Ltd. v. Board of Water Supply, et. al., 97 Haw. 450 (2002), they are prohibited from undertaking any work, solely as or part of a larger project that would require the general contractor to act as a specialty contractor in any area in which the general contractor has no license. Although the "A" and "B" contractor may still bid on and act as the "prime" contractor on an "A" or "B" project (See *HRS § 444-7 for the definitions of an "A" and "B" project.*), respectively, the "A" and "B" contractor may only perform work in the areas in which they have the appropriate contractor's license (*An "A" or "B" contractor obtains "C" specialty contractor's licenses either on its own, or automatically under HAR § 16-77- 32*). The remaining work must be performed by appropriately licensed entities. It is the sole responsibility of the contractor to review the requirements of the Project and determine the appropriate licenses that are required to complete the Project.

SECTION SP 9 - CONTRACTOR'S SUPERINTENDENT

This section shall supplement Subsection 5.8.2 – "Superintendent" of the GENERAL PROVISIONS.

The Superintendent shall attend meetings with the general public and/or the Construction Manager to discuss matters relating to the Work. If required by the Construction Manager, the Superintendent shall prepare information pamphlets or schedules for distribution at the meetings.

The Superintendent shall immediately respond to all complaints relating to his construction activities. The Superintendent shall make all reasonable efforts to immediately resolve or mitigate the cause of the complaints.

If the Superintendent has not satisfactorily responded or made reasonable efforts to resolve or mitigate the cause of the complaint, the Construction Manager, at his option, may so resolve or mitigate the cause at the expense of the Contractor. Any action by the Construction Manager shall in no way relieve the Contractor from his liability for loss or damages due to his construction activities or performance of the Work, nor shall it be grounds for requesting an extension of time or damages for delay.

All work covered by this section shall be considered incidental and no direct payment shall be made.

SECTION SP 10 - NORMAL WORKING HOURS

This section shall supersede Section 7.5 – “Normal Working Hours” of the GENERAL PROVISIONS.

Normal working hours shall be eight (8) consecutive hours per day, starting at 7:45 a.m. each day. If the Contractor desires to change the normal working hours, it shall request the Construction Manager’s approval five (5) consecutive working days prior to the date of the change.

No work shall be done on Saturdays, Sundays, State Holidays and/or in excess of the normal working hours each day, or at night without the written consent of the Construction Manager. If the Contractor desires to work during such times, it shall request the Construction Manager’s approval five (5) consecutive working days prior to the start date of the proposed work times. Should permission be granted to work at such times, the Contractor shall pay for all inspection and administrative costs thereof, in accordance with Section 7.11 – “Overtime and Night Payment for State Inspection Service” of the GENERAL PROVISIONS.

SECTION SP 11 - QUALIFICATION OF BIDDERS

This Section shall amend Subsections 2.1.1.7, 2.1.1.8 and 2.1.1.9 – “Qualification of Bidders” of the GENERAL PROVISIONS to read as follows:

- 2.1.1.7 The Executive Director, in accordance with Section 103D - 310, HRS, requires the prospective Bidder to submit answers to all questions and provide all information requested in the BIDDER'S QUALIFICATION, properly executed and notarized, setting forth a complete statement of the experience of such prospective Bidder and its organization in successfully performing construction activities with hazardous materials/contaminated soils at the time advertised for the opening of bids. All information contained in the BIDDER'S QUALIFICATION shall be kept confidential.
- 2.1.1.8 If upon review of the BIDDER'S QUALIFICATION, the Bidder appears not fully qualified or able to perform the intended work, the Executive Director 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, reject the bid submitted by the Bidder at the time advertised for the opening of bids.
- 2.1.1.9 Failure to complete and submit the BIDDER'S QUALIFICATION by the time advertised for the opening of bids will be sufficient cause for the HCDA to disqualify a prospective Bidder.”

The prospective bidders must be capable of performing construction activities with hazardous materials/contaminated soils, for which the bids are called for, using workforce members who meet the minimum experience requirements established by HCDA. Prior to the opening of bids, HCDA shall evaluate bidders' work force qualifications and, from these evaluations, HCDA shall be the sole judge as to whether bidders are "qualified" or "disqualified".

Bidders shall thoroughly reference and understand the provisions and instructions of this SPECIAL PROVISIONS, the GENERAL PROVISIONS, the INVITATION TO BID, and the BIDDER'S QUALIFICATION form of these Contract Documents.

1. GENERAL

In accordance with the GENERAL PROVISIONS, each prospective bidder must complete, have notarized, and submit to the Executive Director the BIDDER'S QUALIFICATION form that has been made a part of these Contract Documents. Failure to submit a fully completed and notarized form by the time and date indicated in the INVITATION TO BID will be sufficient cause for HCDA to disqualify a prospective bidder.

From the responses to the BIDDER'S QUALIFICATION form and other available information, HCDA will determine whether a bidder's hazardous material work force meets the minimum requirements established by HCDA for satisfactory performance of the intended work. The final decision whether a bidder is deemed qualified or disqualified lies solely with HCDA. Bidders, who in the judgment of HCDA have not provided qualified work force members or have not provided adequate evidence of qualification, will be deemed disqualified to undertake the Project and will have their bids rejected.

All members of the Contractor's hazardous material/contaminated soils work force must be under the Contractor's, or his subcontractor's, employment **at the time of Notice to Proceed.**

2. HAZARDOUS MATERIAL/CONTAMINATED SOILS WORK FORCE QUALIFICATIONS

All hazardous material/contaminated soils work shall be performed by a work force that has current 40-hour HAZWOPER certifications (and associated 8-hour HAZWOPER Refresher certifications) as described in 29 CFR §1910.120 and can be shown to possess experience in work similar in scope and technical requirements to the Project. Also, at a minimum, the Contractor, or his subcontractor, shall have a safety and health program, a hazard communication program, a medical surveillance program, and personal protective equipment (including respiratory protection) program. The following minimum experience requirements shall be met by the hazardous material/contaminated soils work force to be qualified for the Project. The qualified hazardous material/contaminated soils work force shall include, but not be limited to, a work supervisor experienced with hazardous materials/contaminated soils and all work crew members experienced with hazardous material/contaminated soils. Qualified work force members must directly provide the specific work for which they have been qualified until such work has been completed and accepted by HCDA.

- A. All phases of the hazardous material/contaminated soils work shall be performed under the direct supervision of an experienced supervisor who has field experience on at least 3 successfully completed projects performed in the United States within the last five (5) years, in which he had direct supervision over Hazardous Material work.
- B. Besides the work supervisor experienced with hazardous materials/contaminated soils, all other work crew members shall have direct experience with hazardous

materials/contaminated soils. The work crew members shall have field experience on a minimum of 2 successfully completed projects performed in the United States.

3. PERSONNEL REASSIGNMENT

If the Contractor desires to reassign or replace personnel who have been qualified by HCDA, a written request to HCDA naming replacement personnel shall be made. The request shall include documentation of replacement personnel work qualifications and experiences which demonstrates that the minimum qualifications of this SPECIAL PROVISIONS are met. Written favorable review from HCDA of replacement personnel's qualifications shall be obtained prior to employing such personnel on the Project.

If qualified personnel leave the Contractor's employment during the Contract, the Contractor shall provide replacement personnel that meet the minimum qualifications established by HCDA.

SECTION SP 12 - GUARANTEE OF WORK

Except as otherwise specified in the Technical Specifications, all work shall be guaranteed by the Contractor against defects resulting from the use of defective or inferior materials, equipment or workmanship for one (1) year from the date of final project acceptance.

If, within any guarantee period, repairs, replacements or modifications are required as a result of the use of any materials, equipment or workmanship which is inferior, defective or not in accordance with the terms of this Contract, the Contractor shall within five (5) consecutive working days and without expense to the HCDA:

1. Take corrective action to cure all defects identified by the HCDA; and
2. Repair all damage to HCDA property occasioned by the defective condition. If any such property cannot be satisfactorily repaired or restored, the Contractor shall replace it.

Whenever a manufacturer's guarantee on any product used in the performance of this Contract exceeds one (1) year, such guarantee shall become a part of this Contract. The Contractor shall complete the warranty form in the name of the HCDA and submit such form to the manufacturer within the time required to validate the warranty. The Contractor shall submit to the HCDA a photocopy of the completed warranty form as evidence that such warranty form was filed with the manufacturer.

SECTION SP 13 - SOIL TESTING AGENCY

The services of an independent soil testing agency shall be retained by the Contractor. A representative of the soil testing agency shall be present at the site to take field density tests. Also, the soil testing agency will perform laboratory testing of Contractor-submitted soils to determine their acceptability for use as base course, subbase and fill materials. The soil testing agency shall also perform compaction tests for embankments, subbase, base course and structural backfill.

The density test results will be transmitted to the Contractor and to the Construction Manager. Where low density test results are noted, the area shall be reworked by the Contractor and retested by the soil testing agency. No additional material shall be placed until the required compaction is attained.

If the test results, in the opinion of the Construction Manager, indicate that the earthwork, road construction and backfilling work, and other work are not in general conformance to the intent of the plans and Specifications, the Contractor shall remove and replace the material at the Contractor's own expense and no additional compensation shall be made to the Contractor by HCDA. Payment for the services of the soil testing agency will not be made separately, but shall be considered incidental to the various contract items.

SECTION SP 14 – SAFETY AND HEALTH

The Contractor shall comply with the standards of the Occupational Safety and Health Administration (OSHA) and all applicable Federal, State, and City laws and regulations relating to safety in the performance of the work.

Unattended open manholes and operating equipment (pumps, generators, etc.) shall be adequately fenced to ensure the safety of pedestrians and workers.

The Contractor shall provide the Construction Manager with all confined space entry permits performed during this project.

Asbestos Materials Prohibitions: No asbestos-containing materials or equipment shall be used for this project. The Contractor shall ensure that all materials incorporated in the project are asbestos-free and shall submit a written certification confirming this.

The Materials Safety Data Sheet (MSDS) of any hazardous materials used or supplied by the Contractor shall be given to the Construction Manager.

SECTION SP 15 – ACKNOWLEDGEMENT OF THIRD PARTY LIABILITY

No officer or employee of HCDA shall accept on behalf of the HCDA a construction project unless and until the Contractor has submitted in writing to the Construction Manager that the Contractor has accepted and acknowledged all claims for liabilities related to the construction project.

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DIVISION 01

GENERAL REQUIREMENTS

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SECTION 01 11 00 – SUMMARY OF WORK

PART 1 – GENERAL

1.01 GENERAL REQUIREMENTS AND COVENANTS

The INSTRUCTIONS TO BIDDERS, GENERAL PROVISIONS, General Specifications, SPECIAL PROVISIONS, and other applicable documents preceding these Specifications shall govern all work specified hereinafter in all Divisions and Sections.

1.02 APPLICABLE REGULATIONS

The Contractor shall comply with all local laws, ordinances, rules and regulations pertaining to such work and must obtain all required permits, licenses, and certificates and publish and post all notices required thereby.

1.03 SITE SUMMARY

Historical filling and land use at various properties within the Kakaako Makai District has resulted in the presence of residual contaminants at concentrations that may pose potential human health and environmental impacts over long-term exposures. Through discussions with the Hawaii Department of Health, HCDA has identified remediation/capping options to be implemented for the intermediate-term pending final development plans for various areas within the Kakaako Makai District. The primary goal of the remediation/capping and construction of interim surface parking is to mitigate identified environmental hazards at various sites within the district while optimizing interim use of the land areas. The requirements provided in this Section pertain to those areas shown on the Drawings that are targeted for a 6-inch gravel cap, 6-inch topsoil with landscaping cap, or asphalt paved parking areas.

1.04 WORK COVERED BY CONTRACT DOCUMENTS

- A. Perform operations and furnish equipment, tools, materials, related items and labor necessary to execute, complete and deliver the Work as required by the Contract Documents.
- B. These Specifications are divided for convenience into titled divisions and Sections as set forth in the TABLE OF CONTENTS preceding these Specifications and shall not be considered an accurate or complete segregation of the several units of labor and materials. No responsibility, either direct or implied is assumed by the Hawaii Community Development Authority (HCDA) for omissions or duplications of the subject matter. The Contractor will be held responsible for the complete work whenever or wherever the parts are described in one or more trades groups. Any mention in these sections or indication on the Drawings or articles, materials, operations, or methods, require that the Contractor furnish each item so mentioned or indicated, of the kind, type, or design and quality of each item so mentioned on the Drawings, and that the Contractor furnish all labor, materials, equipment, incidentals and supervision necessary to complete the work in accordance with the Drawings and the true meaning and intent of these Specifications, even though such mention or articles, materials, operations, methods, quality, qualifications or condition is not expressed in complete sentences

- C. The Contractor shall not alter from the Drawings and Specifications. In the event of errors or discrepancies, the Contractor shall immediately notify the Construction Manager. All figured dimensions take precedence over scaled measurements. No important dimension shall be determined by scale.
- D. The work includes the incidental removal/on-site relocation of potential contaminated soils and capping the site soils with clean imported material, landscaping and/or pavement. Any construction activities that involve the disturbance of existing site soils and/or that may expose workers or the public to potentially contaminated soil shall fall within the Specifications provided herein. Work incidental to the project includes the characterization of existing soil stockpiles located in the area identified as Unit 8. Review of the June 2009 *Environmental Hazard Evaluation, Kakaako Makai District* and the June 2009 *Environmental Hazard Management Plan, Kakaako Makai District* prepared by The Limtiaco Consulting Group and EnviroServices & Training Center, LLC is recommended, as well as historic reports referenced therein. Suspect contaminants associated with long-term exposure hazards at the various sites within the project area include, but are not limited to, petroleum, polynuclear aromatic hydrocarbons, and heavy metals. The requirements provided in this Section pertain to those areas shown on the Drawings that are targeted for a 6-inch gravel cap, 6-inch topsoil with landscaping cap, or asphalt paved parking areas.

1.05 SPECIFICATION FORMATS AND CONVENTIONS

- A. General: These Specifications are intended to cover all labor, materials and standard of workmanship employed in the work indicated on the plans and called for in the Specifications or reasonably implied therein. The plans and Specifications complement one another. Any part of the work mentioned in one and not represented in the other, shall be done the same as if it had been mentioned or represented in both.
- B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 - 1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated and include incomplete sentences. Omission of words or phrases such as “the Contractor shall”, “as shown on the Drawings”, “a”, “an”, and “the” are intentional. Omitted words and phrases shall be provided by inference to form complete sentences. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred, as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates. Where devices, or items, or parts thereof are referred to in the singular, it is intended that such reference shall apply to as many such devices, items or parts as are required to properly complete the Work.
 - 2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for

clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.

- a. The words “shall”, “shall be”, or “shall comply with”, depending on the context, are implied where a colon (:) is used within a sentence or phrase.
3. Abbreviations and Acronyms for Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Document, they shall mean the recognized name of the entities indicated in Gale Research’s “Encyclopedia of Associations” or in Columbia Books’ “National Trade & Professional Associations of the U.S.”.

C. Terms:

1. Directed: Terms such as “directed”, “requested”, “authorized”, “selected”, “approved”, “required”, and “permitted” mean directed by Construction Manager, requested by Construction Manager, and similar phrases.
2. Indicated: The term “indicated” refers to graphic representations, notes, or schedules on Drawings or to other paragraphs or schedules in Specifications and similar requirements in the Contract Documents. Terms such as “shown”, “noted” “scheduled”, and “specified” are used to help the user locate the reference.
3. Furnish: The term “furnish” means to supply and deliver to project site, ready for unloading, unpacking, assembly, and similar operations.
4. Install: The term “install” describes operations at project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
5. Provide: The terms “provide” or “provides” means to furnish and install, complete and ready for the intended use.
6. Installer: An installer is the Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-Subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
7. Submit: Terms such as “submit”, “furnish”, “provide”, and “prepare” and similar phrases in the context of a submittal, means to submit to the Construction Manager.

D. Industry Standards:

1. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
2. Publication Dates: Comply with standards in effect as of date of the Contract Documents, unless otherwise indicated.

3. **Conflicting Requirements:** If compliance with 2 or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Construction Manager for a decision before proceeding.

1.06 CONTRACT

Refer to GENERAL PROVISIONS and SPECIAL PROVISIONS for other contract conditions.

1.07 USE OF PREMISES AND WORK RESTRICTIONS

- A. **General:** Contractor shall have full use of the construction zone for construction operations, including use of the project site during the construction period. The Contractor's use of the premises is limited only by HCDA's right to perform work or to retain other Contractors on portions of the project site.
- B. **Contractor's use of premises is restricted as follows:**
 1. **Construction Times and Schedule:**
 - a. **Construction Times:** Night, weekend and overtime work is allowed when approved by the Construction Manager unless restricted elsewhere.
 - b. **Schedule:** No on-site work shall be performed during holidays unless approved by the Construction Manager.
 2. **Site Access and Parking:**
 - a. **Access:** Access to the Project shall be through existing driveway aprons, chain link gate openings, or as directed by the Construction Manager.
 - b. **Parking:** Parking for the Contractor's employees (or Subcontractors) shall be offsite.
 3. **Noise and Dust Control:**
 - a. Contractor shall address dust control in accordance with SECTION 31 25 00 – EROSION AND SEDIMENTATION CONTROL and SECTION 01 35 43 – ENVIRONMENTAL PROCEDURES.
 - b. **Noise Control**
 - 1) Keep noise within acceptable levels at all times in conformance with the State Department of Health, Administrative Rules, Title 11, Chapter 46 - Community Noise Control. Obtain and pay for the Community Noise Permit when construction equipment or other devices emit noise at levels exceeding the allowable limits.

- 2) Ensure mufflers and other devices are provided on equipment, internal combustion engines and compressors to reduce loud disruptive noise levels and maintain equipment to reduce noise to acceptable levels.
- 3) The Contractor is forewarned that failure to employ best management noise limiting practices could lead to complaints from the public and/or penalties by the State of Hawaii Department of Health as provided in Section 342F-11, HRS, and Section 11-46-18, HAR Title 11 Chapter 46. The Contractor is responsible for all monetary fines or corrective action required as a result of complaints from the public and/or penalties from HPHA, State or Federal agencies at no additional cost to HPHA.
- 4) The Contractor is forewarned that failure to employ best management noise limiting practices could lead to complaints from the public. The State of Hawaii Department of Health is empowered to reduce the allowable hours of work or to revoke the noise variance in its entirety on the basis of public complaints, even if the Contractor is monitored to be within the preceding numerical noise limits. The Contractor shall not be given a time extension or compensated for additional costs or damages due to a reduction of work hours or revocation of the variance
- 5) Construction activities shall not emit noise in excess of the maximum permissible sound levels for the hours before 7:00 a.m. and after 6:00 p.m. of the same day, Monday through Friday. No work shall be conducted on weekends and holidays.
- 6) The Construction Manager will notify the Contractor of any non-compliance with the foregoing provisions and the action to be taken. If the Contractor fails or refuses to comply promptly, the Construction Manager may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No extension of time or payment for excess costs or damages shall be made for the time lost due to such stop action.
- 7) Compliance with the provisions of this Section by the subcontractors will be the responsibility of the Contractor.
- 8) Blasting and use of explosives will not be permitted.

4. Other Conditions:

- a. Arrange for construction debris and trash to be removed from the Project site weekly.
- b. Contractor shall at all times conduct his operations to ensure the least inconvenience to the public. Operate machinery and equipment with discretion and with minimum interference to driveways and walkways. Do not leave machinery and equipment unattended on roads and driveways.

- c. Store materials in the areas as designated by the Construction Manager. Locate construction equipment, machinery, equipment and supplies within Project Contract Limits.
- d. Keep access roads to the project site free of dirt and debris. Provide, erect and maintain lights, barriers, signs, etc. when working on driveways and walkways to protect pedestrians and moped/bicycle riders. Obey facility traffic and safety regulations.
- e. Contractor shall comply with all legal load restrictions in the hauling of materials.

1.08 FIELD VERIFICATION

Field verify all existing structures and pavements, new and existing utilities, survey benchmarks/controls and dimensions affecting the work of this Contract before ordering products and materials.

1.09 SOILS INVESTIGATION REPORT

A soils investigation report entitled, "Soils Investigation, Temporary parking lots 7.5 and 3.3 Acre Parcel, Kakaako, Oahu, Hawaii", dated June 19, 2009 was prepared by Hirata & Associates, Inc.. This report is available for examination at The Limtiaco Consulting Group, Inc., 650 Iwilei Road, Suite 208, Honolulu, Hawaii 96817 to provide the Contractor with general information regarding the types of soil, rock, and groundwater levels that he may encounter during his work.

The geotechnical report, including the recommendations in the report, are not part of the Contract Documents and are available for information purposes only.

These information and data furnished are the product of facts gathered in investigations made at the specific locations indicated to aid in the design of the project, and no assurance is given that the conditions are necessarily typical of conditions at other locations or that such conditions remain unchanged. The Contractor shall be solely responsible for all assumptions, deductions, or conclusions he may make or derive from the subsurface information or data furnished. HCDA and its Consultants assume no responsibility for the interpretation of the data, information, and recommendations presented in this report.

If discrepancies are found to exist between the report and Drawings or Specifications, the Drawings and Specifications shall govern.

1.10 ARCHAEOLOGICAL REQUIREMENTS

- A. Comply with the GENERAL PROVISIONS "Archaeological Sites" section.
- B. In the event any subsurface archaeological sites or remains of historic value such as artifacts or charcoal deposits are encountered, the Contractor shall stop work, protect the find from further damage and immediately notify the Construction Manager and the State Historic Preservation Officers from the State Department of Land and Natural

Resources at phone (808) 692-8015 to assess the significance of the find and recommend an appropriate mitigation measure, if necessary.

PART 2 – PRODUCTS

2.01 ASBESTOS PROHIBITION

No asbestos containing materials and equipment shall be used on this project. The Contractor shall ensure that all materials and equipment incorporated in the project are asbestos-free.

PART 3 – EXECUTION (Not Used)

END OF SECTION

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SECTION 01 31 00 – PROJECT MANAGEMENT AND COORDINATION

PART 1 – GENERAL

1.01 SUMMARY

- A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. General project coordination procedures.
 - 2. Project meetings.

1.02 PERFORMANCE AND COORDINATION

- A. Contractor is in charge of the Work within the Project Contract Limits, and shall direct and schedule the Work. Include general supervision, management and control of the Work of this project, in addition to other areas more specifically noted throughout the Specifications. Final responsibility for performance, interface, and completion of the Work and the Project is the Contractor's.
- B. The Contractor is responsible for jobsite Administration. Provide a competent superintendent on the job and provide an adequate staff to execute the Work. In addition, all workers shall dress appropriately and conduct themselves properly at all times. Loud abusive behavior, sexual harassment and misconduct will not be tolerated. Workers found in violation of the above shall be removed from the job site as directed by the Construction Manager.
- C. The HCDA will hold the Contractor liable for all the acts of Subcontractors and shall deal only with the Prime Contractor in matters pertaining to other trades employed on the job.
- D. Provide project interface and coordination to properly and accurately bring together the several parts, components, systems, and assemblies as required to complete the Work pursuant to the GENERAL PROVISIONS and SPECIAL PROVISIONS.
 - 1. Provide interface and coordination of all trades, crafts and subcontracts. Ensure and make correct and accurate connections of abutting, adjoining, overlapping, and related work. Provide anchors, fasteners, accessories, appurtenances, and incidental items needed to complete the Work, fully, and correctly in accordance with the Contract Documents.
 - 2. Provide additional structural components, bracing, blocking, miscellaneous metal, backing, anchors, fasteners, and installation accessories required to properly anchor, fasten, or attach material, equipment, hardware, systems and assemblies to the structure.
 - 3. Provide excavation, backfilling, trenching and drilling for trades to install their work.
 - 4. Provide concrete foundations, pads, supports, bases, and grouting for trades as needed to install their work.

5. Equipment, appliances, fixtures, and systems requiring plumbing and mechanical services, rough-in, and connections, or other utilities and services shall be provided with such services, rough-in, and final connections.
6. Equipment, appliances, fixtures, hardware, and systems requiring electrical services shall be provided with such electrical services, including outlets, switches, overload protection, interlocks, panelboard space, disconnects, circuit breakers, and connections.
7. Materials, equipment, component parts, accessories, incidental items, connections, and services required to complete the Work which are not provided by Subcontractors shall be provided by the Contractor.
8. Coordinate construction operations included in various Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations included in different Sections that depend on each other for proper installation, connection, and operation.

1.03 COOPERATION WITH OTHER CONTRACTORS

The HCDA reserves the right at any time to contract for or otherwise perform other or additional work within the Project Contract Limits. The Contractor of this project shall to the extent ordered by the Construction Manager, conduct its work so as not to interfere with or hinder the progress or completion of the work performed by HCDA or other Contractors.

1.04 SUBMITTALS

Photo Documentation: Prior to the start of jobsite work, the Contractor shall photo document the existing conditions at the site and file with the Construction Manager one complete set of documents.

1.05 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences as directed by the Construction Manager at the project site unless otherwise indicated.
 1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Construction Manager of scheduled meeting dates and times.
 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 3. Minutes: The Contractor shall record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including the Construction Manager, within seven (7) days of the meeting.
- B. Preconstruction Conference: The Construction Manager shall schedule a preconstruction conference before the start of construction, at a time convenient to the

Construction Manager, but no later than 7 days before the Project start date or jobsite start date whichever is later. Conference will be held at the Project site or another convenient location. The Construction Manager shall conduct the meeting to review responsibilities and personnel assignments.

1. Attendees: The Construction Manager, and design consultants; Facility Users; Contractor and its superintendent; major Subcontractors; manufacturers; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with the Project and authorized to conclude matters relating to the Work.
 2. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Hazards and risks.
 - b. Tentative construction schedule.
 - c. Critical work sequencing and coordination.
 - d. Designation of responsible personnel.
 - e. Submittal procedures.
 - f. Work scope.
 - g. Use of the premises.
 - h. Parking availability.
 - i. Office, work, and storage areas.
 - j. Equipment deliveries and priorities.
 - k. First aid.
 - l. Security.
 - m. Progress cleaning.
 - n. Working hours.
- C. Progress Meetings: Conduct progress meetings at weekly or other intervals as determined by the Construction Manager. Coordinate dates of meetings with preparation of payment requests.
1. Attendees: In addition to the Construction Manager, each Contractor, Subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these

meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.

2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - b. Review present and future needs of each entity present, including the following:
 - 1) Outstanding Requests for Information (clarification).
 - 2) Interface requirements.
 - 3) Sequence of operations.
 - 4) Status of outstanding submittals.
 - 5) Deliveries.
 - 6) Off-site fabrication.
 - 7) Access.
 - 8) Site utilization.
 - 9) Temporary facilities and controls.
 - 10) Work hours.
 - 11) Hazards and risks.
 - 12) Progress cleaning.
 - 13) Quality and work standards.
 - 14) Force Account work.
 - 15) Change Orders and Change Proposals.
 - 16) Documentation of information for payment requests.

- c. Corrective Action Plan: Contractor shall provide a plan of corrective action for any item which is delayed or expected to be delayed, then that item impacts the contractual dates.
- 3. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present. Include a brief summary, in narrative form, of progress since the previous meeting and report.
 - a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION

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SECTION 01 32 00 – CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 – GENERAL

1.01 SUMMARY

A. **General Requirements:** This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:

1. Contractor's Construction Schedule.
2. Submittals Schedule.
3. Schedule of Prices.
4. Payment Application.

B. **Related Sections:**

1. SECTION 01 31 00 – PROJECT MANAGEMENT AND COORDINATION for preparing a combined Contractor's Construction Schedule.
2. SECTION 01 33 00 – SUBMITTAL PROCEDURES for submitting schedules and reports.

1.02 DEFINITIONS

A. **Activity:** A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.

1. Critical activities are activities on the critical path and control the total length of the project. They must start and finish on the planned early start and finish times.
2. Predecessor activity is an activity that must be completed before a given activity can be started.

B. **CPM:** Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of project.

C. **Critical Path:** The longest continuous chain of activities through the network schedule that establishes the minimum overall Project duration and contains no float.

D. **Event:** The starting or ending point of an activity.

E. **Float:** The measure of leeway in starting and completing an activity.

1. Float time is not for the exclusive use or benefit of the Contractor, expiring Project resources available as needed to meet schedule milestones and Contract completion date.
 2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the following activity.
 3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.
- F. Schedule of Prices: A statement furnished by Contractor allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Payment Applications.

1.03 SUBMITTALS

- A. Required Submittals: Submit 8 sets of the list of the required submittals, by Specification Section, within 15 days after award of the Contract or upon earlier written instructions from the Construction Manager. A general listing is provided under SECTION 01 33 00 – SUBMITTAL PROCEDURES.
1. The listing shall indicate and include the following:
 - a. The number of copies required for submittal.
 - b. Planned submittal date.
 - c. Approval date required by the Contractor.
 - d. A space where the “date of submittal” can be inserted.
 - e. A space where the “date of approval” can be inserted.
 - f. A space where an “action code” can be inserted.
- B. Construction Schedule: Submit 7 sets of the Construction Schedule for review within 15 days after the award of the Contract or upon earlier written instructions from the Construction Manager.
- C. Schedule of Prices: Submit 3 sets of the Schedule of Prices integrated with the Construction Schedule for review within 15 days after the award of the Contract or upon earlier written instructions from the Construction Manager.
1. Use the HCDA-approved forms for Payment Applications.
- D. Payment Application: Submit the payment application at earliest possible date and no sooner than the last day of the month after all payroll affidavits, updated submittal registers, and schedules have been submitted.

1.04 COORDINATION

- A. Schedules and Reports: Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate Contractors.
- B. Construction Schedule: Coordinate Contractor's Construction Schedule with the Schedule of Prices, Submittals Schedule, loaded monthly event activity, and other required schedules and reports.
 - 1. Secure time commitments for performing critical elements of the Work from parties involved.
 - 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.
- C. Schedule of Prices: Coordinate preparation of the schedule with preparation of Contractor's Construction Schedule.
 - 1. Correlate line items in the Schedule of Prices with other required administrative forms and schedules, including the following:
 - a. The HCDA-approved Payment Application form and the Construction progress Report continuation sheet for the event cost estimate per time period.
 - b. Submittal Schedule.

PART 2 – PRODUCTS

2.01 SUBMITTALS SCHEDULE

- A. Comply with the GENERAL PROVISIONS "Shop Drawings and Other Submittals" section. Furnish required submittals specified in this Section and in the Technical Sections. Submittals include one or more of the following: shop drawings, color samples, material samples, technical data, material safety data information, schedules of materials, schedules of operations, guarantees, certifications, operating and maintenance manuals, and field posted as-built drawings.
- B. Furnish a schedule of submittals per Construction Manager.
 - 1. Coordinate Submittals Schedule with list of subcontracts, the Schedule of Prices, and Contractor's Construction Schedule.
 - 2. The schedule shall accommodate a minimum of twenty-one (21) calendar days for the HCDA's review, as applicable for the island the project is located.
 - 3. Prepare and submit an updated list to the Construction Manager at monthly intervals or as directed by the Construction Manager. The listing shall reflect all approvals received since the last update.

2.02 CONTRACTOR'S CONSTRUCTION SCHEDULE – GANTT CHART METHOD

- A. The construction schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. The progress chart shall indicate the order in which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment).
- B. Upon completion of the Construction Manager's review, the Contractor shall amend the schedule as necessary to reflect the comments. If necessary, the Contractor shall participate in a meeting with the Construction Manager to discuss the proposed schedule and changes required. Submit the revised schedule for review within seven (7) calendar days after receipt of the comments.
- C. Use the reviewed schedule for planning, organizing and directing the work, for reporting progress, and for requesting payment for the work completed. Unless providing an update, do not make changes to the reviewed schedule without the Construction Manager's approval.
- D. If, in the opinion of the Construction Manager, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve progress, including those that may be required by the Construction Manager. The Construction Manager may require the Contractor to increase the number of shifts, overtime operations, days of work, or amount of construction plant, and to submit for approval any supplemental schedule or schedules in chart form as the Construction Manager deems necessary to demonstrate how the approved rate of progress will be regained.
- E. Update the construction schedule at monthly intervals or when directed by the Construction Manager to revise the schedule. Reflect any changes occurring since the last update with each invoice for progress payment. Submit copies of the purchase orders and confirmation of the delivery dates as directed. The Construction Manager's review of the updated schedule is to check that the updated schedule does not alter the construction performance period unless the period was revised through a change order or contract modification.
- F. At the Contractor's option a PERT chart may be used.

2.03 SCHEDULE OF PRICES

- A. Furnish a schedule of prices per Construction Manager.
- B. Provide a breakdown of the Contract Sum in enough detail to facilitate developing and the continued evaluation of Payment Applications. Provide several line items for principal subcontract amounts, or for materials or equipment purchased or fabricated and stored, but not yet installed, where appropriate. Round amounts to nearest whole dollar; total shall equal the Contract Price.
- C. Each item in the Schedule of Prices and Payment Application shall be complete. Include total cost and proportionate share of general overhead and profit for each item.

2.04 PAYMENT APPLICATION

- A. Use the Schedule of Prices as the Monthly Construction Progress Report. Each Payment Application shall be consistent with previous applications and payments. The Construction Manager shall determine the appropriateness of each payment application item.
- B. The date for each progress payment is the last day of each month. The period covered by each Payment Application starts on the first day of the month or following the end of the preceding period and ends on the last day of the month.
- C. Update the schedule of prices listed in the Payment application when Change Orders or Contract Modifications result in a change in the Contract Price.
- D. Provide a separate line item for each part of the Work where Payment Application may include materials or equipment purchased or fabricated and stored, but not yet installed.
- E. Differentiate between items stored on-site and items stored off-site. Include evidence of insurance or bonded warehousing if required.
- F. Provide separate line items for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
- G. Use and submit copies of the Payment Application and Construction Progress forms used by DAGS. Forms are to be approved by the HCDA. Furnish one (1) original and four (4) copies.
- H. Complete every entry on form. Execute by a person authorized to sign legal documents on behalf of the Contractor.
 - 1. Entries shall match data on the Schedule of Prices and Contractor's Construction Schedule. Use updated schedules if revisions were made. Include amounts of Change Orders and Contract Modifications issued before last day of construction period covered by application.
- I. No payment will be made until the following are submitted each month:
 - 1. Monthly Estimate, 5 copies.
 - 2. Monthly Progress Report, 5 copies.
 - 3. Statement of Contract Time, 5 copies.
 - 4. Updated Submittal Register, 1 copy.
 - 5. Updated Progress Schedule, 1 copy.
 - 6. All Daily Reports, 1 copy.

- 7. All Payroll Affidavits for work done, 1 copy.
- J. The HCDA will withhold 5% retainage in compliance with the GENERAL PROVISIONS Section 8.6.
- K. Submit the signed original and 6 copies of each Payment Application for processing.

2.05 CONTRACTOR DAILY PROGRESS REPORTS

- A. The General Contractor and all Subcontractors shall keep a daily report of report events.
- B. The form of the Contractor Daily Progress Report shall be as directed by the Construction Manager.
- C. Submit copies of the previous week's reports on Monday morning at 10:00 a.m.
- D. Submit copies of the reports with the monthly payment request for the whole period since the last payment request submittal.
- E. Deliver the reports in hard copy or by e-mail as directed by the Construction Manager.

PART 3 – EXECUTION (Not Used)

END OF SECTION

SECTION 01 33 00 – SUBMITTAL PROCEDURES

PART 1 – GENERAL

1.01 SUMMARY

- A. **General**: Comply with the GENERAL PROVISIONS “Shop Drawings and Other Submittals” section and “Material Samples” section.
- B. **Requirements**: This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other miscellaneous submittals.
- C. **Related Sections**:
 - 1. SECTION 01 32 00 – CONSTRUCTION PROGRESS DOCUMENTATION for submitting schedules and reports, including Contractor’s Construction Schedule and the Submittals Schedule.
 - 2. SECTION 01 77 00 – CLOSEOUT PROCEDURES for submitting warranties, project record documents and operation and maintenance manuals.

1.02 SUBMITTAL PROCEDURES

- A. **Coordinate Work and Submittals**: The Contractor is responsible for the coordination of all contractual work and submittals and shall certify the submittals were reviewed and coordinated.
- B. **Submittal Certification**: Provide in MS Word when submitting electronically. Construction Manager will provide an electronic copy of the Submittal Certification. Provide a reproduction (or stamp) of the “Submittal Certification” and furnish the required information with all submittals. Include the certification on:
 - 1. The title sheet of each shop drawing, or on
 - 2. The cover sheet of submittals in 8-1/2 inch x 11-inch format, or on
 - 3. One face of a cardstock tag (minimum size 3-inch x 6-inch) tied to each sample. On the sample tag, identify the sample to ensure sample can be matched to the tag if accidentally separated. The opposite face of the tag will be used by the Construction Manager to receive, review, log stamp and include comments.
- C. **Ordering of Materials and Equipment**: All submittals for material, equipment, and shop drawings listed in the Contract Documents, including dimensioned plumbing shop drawings, shall be required and shall be reviewed by the Construction Manager prior to any ordering of materials and equipment.
- D. **Variances**: The Contractor shall request approval for a variance. Clearly note any proposed deviations or variances from the Specifications, Drawings, and other Contract Documents on the submittal and also in a separately written letter accompanying the submittal.

E. Submittal Certification Form (stamp or digital):

CONTRACTOR'S NAME: _____

PROJECT: _____

HCDA JOB NO.: _____

As the General Contractor, we checked this submittal and we certify it is correct, complete, and in compliance with Contract Drawings and Specifications. All affected Contractors and suppliers are aware of, and will integrate this submittal into their own work.

SUBMITTAL NUMBER _____ DATE RECEIVED _____

REVISION NUMBER _____ DATE RECEIVED _____

SPECIFICATION SECTION NUMBER /PARAGRAPH NUMBER _____

DRAWING NUMBER _____

SUBCONTRACTOR'S NAME _____

SUPPLIER'S NAME _____

MANUFACTURER'S NAME _____

NOTE: DEVIATIONS FROM THE CONTRACT DOCUMENTS ARE PROPOSED AS FOLLOWS (Indicate "NONE" if there are no deviations)

CERTIFIED BY	_____
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PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION

3.01 SUBMITTAL REGISTER AND TRANSMITTAL FORM

- A. Contractor shall use submittal register and transmittal forms as directed by the Construction Manager.
- B. The listing of required submittals within this Section is provided for the Contractor's convenience. Review of the specification technical sections and prepare a comprehensive listing of required submittals to the Construction Manager for review.

C. The Contractor shall separate each submittal item by listing all submittals in the following groups with the items in each group sequentially listed by the specification section they come from:

1. Administrative
2. Data
3. Tests
4. Closing

D. The Contractor shall separate all different types of data as separate line items all with the column requirements.

E. Contractor shall send monthly updates and reconciled copies electronically to the Construction Manager and the Design Consultant in MS Word or MS Excel or other format as accepted by the Construction Manager.

Section No. - Title (List in numerical order of the Spec Section No.)	Shop Drawings & Diagrams	Samples	Certificates (Material, Treatment, Applicator, etc.)	Guaranty / Warranty	Mfr. Guaranty / Warranty (> 1 yr.)	Product Data, Mfr. Technical Lit., and Brochures	MSDS Sheets	Calculations	Reports (Testing, Maintenance, Inspection, etc.)	Test Plan	O & M Manual	Equipment / Fixture Listing	Schedules (Project / Installation)	Maint. Service Contract	Field Posted As-Built Dwgs.	Others
SP 12				■												
SP 13									■							
SP 14						■	■		■							
01 31 00									■				■			■
01 32 00													■			
01 33 00	■		■			■	■	■	■	■	■	■	■	■	■	■
01 35 43			■						■	■						■
01 45 00									■							
01 55 26	■												■			
01 73 00																■
01 77 00	■			■	■	■					■	■			■	■
02 40 00													■			■
03 30 00						■										
26 00 00	■					■										

Section No. - Title (List in numerical order of the Spec Section No.)	Shop Drawings & Diagrams	Samples	Certificates (Material, Treatment, Applicator, etc.)	Guaranty / Warranty	Mfr. Guaranty / Warranty (> 1 yr.)	Product Data, Mfr. Technical Lit., and Brochures	MSDS Sheets	Calculations	Reports (Testing, Maintenance, Inspection, etc.)	Test Plan	O & M Manual	Equipment / Fixture Listing	Schedules (Project / Installation)	Maint. Service Contract	Field Posted As-Built Dwgs.	Others
31 22 00									■							■
31 23 00						■			■							■
31 31 19						■										■
32 12 16						■										
32 17 23						■										
32 31 13	■															
32 84 00					■	■									■	■
32 90 00						■										

END OF SECTION

SECTION 01 35 43 – ENVIRONMENTAL PROCEDURES

PART 1 – GENERAL

1.01 SITE SUMMARY

Historical filling and land use at various properties within the Kakaako Makai District has resulted in the presence of residual contaminants at concentrations that may pose potential human health and environmental impacts over long-term exposures. Through discussions with the Hawaii Department of Health, HCDA has identified remediation/capping options to be implemented for the intermediate-term pending final development plans for various areas within the Kakaako Makai District. The primary goal of the remediation/capping and construction of interim surface parking is to mitigate identified environmental hazards at various sites within the district while optimizing interim use of the land areas. The requirements provided in this Section pertain to those areas shown on the Drawings that are targeted for a 6-inch gravel cap, 6-inch topsoil with landscaping cap, or asphalt paved parking areas.

1.02 REFERENCES

The publications listed below form a part of this Specification to the extent referenced. The publications are referred to in the text by the basic designation only.

A. Code of Federal Regulations (CFR):

29 CFR 126	Safety and Health Standards for Constructions
29 CFR 1910	Occupational Safety and Health Standards
29 CFR 1910.120	Hazardous Waste Operations and Emergency Response
29 CFR 1910.134	Respiratory Protection
29 CFR 1910.1000	Air Contaminants
29 CFR 1910.1020	Access to Employee Exposure and Medical Records
29 CFR 1910.1200	Hazard Communication
40 CFR 50	National Primary and Secondary Ambient Air Quality Standards A
40 CFR 261	Identification and Listing of Hazardous Waste

B. State of Hawaii Administrative Rules:

HAR 11-54	Water Quality Standards
HAR 11-55	Water Pollution Control

HAR 11-58.1	Solid Waste Management
HAR 11-59	Ambient Air Quality Standards
HAR 11-60-1	Air Pollution Control
HAR 11-260	General Provisions
HAR 11-261	Identification and Listing of Hazardous Waste
HAR 11-273	Standards for Universal Waste Management
HAR 11-280	Public Information
HAR 11-451	State Contingency Plan

C. Hawaii Revised Statutes:

HRS 128D	Environmental Response Law
HRS 342B	Air Pollution Control
HRS 342D	Water Pollution
HRS 342H	Solid Waste Pollution
HRS 342J	Hazardous Waste

1.03 RELATED SECTIONS

- A. SECTION 01 11 00 – SUMMARY OF WORK.
- B. SECTION 01 33 00 – SUBMITTAL PROCEDURES.
- C. SECTION 01 73 00 – EXECUTION.
- D. SECTION 31 25 00 – EROSION AND SEDIMENTATION CONTROL.

1.04 DEFINITIONS

Contractor: The individual and/or legal entity and its subcontractors and employees of the Contractor and subcontractor awarded the Contract.

1.05 DESCRIPTION OF WORK

The work includes the incidental removal/on-site relocation of potential contaminated soils and capping the site soils with clean imported material, landscaping and/or pavement. Any construction activities that involve the disturbance of existing site soils and/or that may expose workers or the public to potentially contaminated soil shall fall

within the Specifications provided herein. Work incidental to the project includes the characterization of existing soil stockpiles located in the area identified as Unit 8. Review of the June 2009 *Environmental Hazard Evaluation, Kakaako Makai District* and the June 2009 *Environmental Hazard Management Plan, Kakaako Makai District* prepared by The Limtiaco Consulting Group and EnviroServices & Training Center, LLC is recommended, as well as historic reports referenced therein. Suspect contaminants associated with long-term exposure hazards at the various sites within the project area include, but are not limited to, petroleums, polynuclear aromatic hydrocarbons, and heavy metals. The requirements provided in this Section pertain to those areas shown on the Drawings that are targeted for a 6-inch gravel cap, 6-inch topsoil with landscaping cap, or asphalt paved parking areas.

1.06 SUBMITTALS

The following submittals shall be provided to the Construction Manager a minimum of 10 working days prior to commencement of site work. Submittals shall be in accordance with SECTION 01 33 00 – SUBMITTAL PROCEDURES.

- A. Site Safety and Health Plan: Contractor shall submit a Site-specific Safety and Health Plan (SSHP) for review and approval prepared in accordance with 29 CFR 1910.120, covering protection of workers and the general public from potential hazards associated with the handling and/or disturbance of contaminated soil. Specific protection requirements shall be included in the SSHP and, at a minimum, as specified herein.
- B. Contaminated Soil Handling and Management Plan: Contractor shall submit a Contaminated Soil Handling and Management Plan for review and approval describing the tasks, sequence of operations, controls, and procedures. At a minimum, the Contaminated Soil Handling and Management Plan should address the following:
 - 1. Identification of activities that may disturb existing soils and generate potential exposure hazards to workers and/or the general public.
 - 2. Description of equipment and personnel that will be utilized for soil disturbance activities.
 - 3. Identification of controls to be implemented to prevent exposures to the general public, including a description of area air monitoring activities and the entity that will be responsible for conducting such activities.
 - 4. Identification of controls to be implemented to prevent contaminated soil from leaving the site through tracking off vehicle tires, storm water runoff, and/or other routes of migration.
 - 5. Identification of temporary stockpile locations and preventative measures to be used to minimize and/or eliminate the potential for cross-contamination (i.e., temporary stockpiles will not be placed on clean, imported fill material or paved surfaces that will remain).
 - 6. Description of procedures for characterizing existing stockpiles of suspect asphalt debris located on Unit 8. A multi-increment sampling protocol should be implemented

in accordance with current interim guidance provided in the Hawaii Department of Health's *Technical Guidance Manual for Implementation of the Hawaii State Contingency Plan*. A minimum frequency of one multi-increment sample per 100 cubic yards of material should be used. At least one triplicate sample should be collected and all multi-increment samples should be analyzed for total RCRA8 metals, at a minimum. A description of sample collection procedures and methodology shall be provided in the plan, including the analyses that will be requested and the NELAC-certified environmental laboratory that will be performing the analyses.

7. Description of procedures for equipment decontamination and frequency of decontamination.
 8. Description of procedures to be implemented in the event of a spill or release of hazardous materials or environmental contaminants caused by the Contractor during site operations.
- C. Training Certification: Submit certificates for review to Construction Manager, ensuring that employees have received appropriate training for work being performed.
- D. Training: Employees that encounter contaminated soil must have completed 40-hour Hazardous Waste Operations and Emergency Response Health and Safety Training (which satisfies OSHA 29 CFR 1910.120) and have current annual 8-hour refresher course certifications.
- E. Summary Report: Prepare summary report providing a detailed description of the work completed, progress photographs, air monitoring results, and documentation of any waste that was transported off the site for disposal no more than 10 working days after completion of contaminated soil handling activities.

1.07 NOTIFICATION

Contact the Construction Manager at least 3 working days prior to starting any onsite work.

PART 2 – EQUIPMENT

2.01 PERSONAL PROTECTIVE EQUIPMENT (PPE)

- A. Protective Clothing: The Contractor shall be responsible for furnishing personnel involved in handling of contaminated soil with protective covering. The level of protective clothing shall be specified in the SSHP.
- B. Respiratory Protection: The Contractor shall be responsible for furnishing personnel involved in handling of contaminated soil with appropriate respiratory protection in accordance with applicable OSHA standards. The types of respiratory protection shall be specified in the SSHP.

PART 3 – EXECUTION

3.01 PERMITS

The Contractor shall be responsible for obtaining applicable permits associated with soil handling activities that have not otherwise been obtained by HCDA.

3.02 PROTECTION OF WORKERS AND THE ENVIROMENT

Protect workers and the environment from hazards in accordance with the SSHP, the construction best management practices (BMPs), and at a minimum, as specified herein:

- A. Training: Employees involved in handling of soil or any soil disturbance activities must have completed 40-hour Hazardous Waste Operations and Emergency Response Health and Safety Training (which satisfies OSHA 29 CFR 1910.120) and annual 8-hour refresher courses.
- B. Worker Safety: Workers shall wear and use PPE, as recommended by the SSHP. If PPE is not required, specify in the SSHP. Keep work footwear inside work area until completion of job. Have available one set of PPE required for use by Construction Manager for inspection of work. Do not carry out contaminated soil handling operations in confined spaces. Do not delay aid to a seriously injured worker for reasons of decontamination.
- C. Control Area: Establish a control area to prevent unauthorized entry of personnel. Demarcate work areas and provide 29 CFR 1910.145 signs at approaches and around perimeter. Locate signs at such a distance that personnel may read the sign and take the necessary precautions before entering area. Allow only personnel briefed on the elements and trained as specified herein into the control area. Provide “No Smoking” signs as directed by the Construction Manager.
- D. Dust Control: Maintain strict dust control at all times to prevent dust particles from becoming airborne. Sprinkle or treat the soil at the site and other areas disturbed by operations with dust suppressants or water as necessary. A water truck should be on-site at all times to maintain dust control. Water used for dust control shall not be allowed to run-off onto public thoroughfares or into storm drain inlets.
- E. Vehicle Decontamination Measures: Establish and utilize vehicle decontamination measures described in the construction BMPs to prevent mud, dirt, rock, or sediment from being tracked onto City or State streets. Vehicle decontamination should also include any buckets, tracks, truck beds, and/or tires from heavy equipment that have come into contact with contaminated soils.
- F. Air Monitoring: At a minimum, air monitoring shall be conducted for at least thee (3) full 8-hour shifts in each of the areas to establish a negative exposure assessment for worker’s exposure to airborne contaminants during excavation or soil disturbance activities. The Contractor shall determine which contaminants are to be monitored to satisfy OSHA requirements and such information shall be included in the SSHP.

3.03 SAFETY BARRIERS

Prior to beginning excavation work, the Contractor shall provide, erect, and maintain temporary safety barriers and security devices to reasonably prevent public entry into active work areas.

3.04 EXCAVATION/SOIL DISTURBANCE/SOIL HANDLING PROCEDURES

Notify the Construction Manager at least 3 working days prior to commencement of soil disturbance and handling activities. Use methods and equipment that result in minimal disturbance to remaining soil beyond the work limits and maintain strict dust control. The Contractor shall ensure that work at the site does not cause significant deterioration of existing air quality. Specifically, the Contractor shall ensure compliance with ambient air quality standards established in HAR 11-59 and shall comply with air pollution control requirements specified in HAR 11-60.1, at a minimum. The Contractor shall be responsible for conducting area air monitoring to detect potential air emissions from the property. If, at any time, area air monitoring indicates the presence of elevated contaminant concentrations at the property boundary, the Contractor will be required to take additional measures, at no additional cost to HCDA, to remedy the emissions to levels complying with all appropriate ambient air quality standards or to pre-established background levels identified by HCDA.

3.05 BACKFILLING EXCAVATIONS/CAPPING OR PAVING SITE SOILS

The excavations are to be backfilled with on-site material or clean imported material. Site soils are to be left on-site and re-used within work area. Site soils are not to be transported on public ways. All excavated site soils or site soils in specified areas must be capped with 6-inches of clean imported material and then covered with landscaping or the site soils may be paved with asphalt. All work must be performed in accordance with 29 CFR 1910.120. Further description of imported fill placement is provided in SECTION 31 22 00 – GRADING.

END OF SECTION

SECTION 01 45 00 – QUALITY CONTROL

PART 1 – GENERAL

1.01 DEFINITION

Specific quality control requirements for the work are indicated throughout the Contract Documents. The requirements of this Section are primarily related to performance of the work beyond furnishing of manufactured products. The term "Quality Control" includes inspection, sampling and testing, and associated requirements.

1.02 INSPECTION AT PLACE OF MANUFACTURE

- A. Unless otherwise indicated, all products, materials, and equipment shall be subject to inspection by the Construction Manager at the place of manufacture.
- B. The presence of the Construction Manager at the place of manufacture, however, shall not relieve the Contractor of the responsibility for furnishing products, materials, and equipment that comply with all requirements of the Contract Documents. Compliance is the duty of the Contractor, and said duty shall not be avoided by any act or omission on the part of the Construction Manager.

1.03 SAMPLING AND TESTING

- A. Unless otherwise indicated, all sampling and testing shall be in accordance with the methods prescribed in the current standards as applicable to the class and nature of the article or material considered.
- B. The Construction Manager reserves the right to make independent investigations and tests, and failure of any portion of the work to meet any of the requirements of the Contract Documents, shall be reasonable cause for the Construction Manager to require the removal or correction and reconstruction of any such work in accordance with the General Provisions.

1.04 INSPECTION AND TESTING LABORATORY SERVICE

- A. Inspection and testing laboratory service shall comply with the following:
 - 1. The contractor shall appoint, employ, and pay for services of an independent firm to perform inspection and testing or services.
 - 2. The Construction Manager will perform inspections as specified in individual Specification Sections.
 - 3. Reports will be submitted by the independent firm to the Construction Manager in duplicate, indicating observations and results of tests and indicating compliance or noncompliance with Contract Documents.

4. The Contractor shall cooperate with the Construction Manager and independent firm and furnish samples of materials, design mix, equipment, tools, storage and assistance as requested.
5. The Contractor shall notify Construction Manager 24 hours prior to the expected time for operations requiring inspection and laboratory testing services.
6. Retesting required because of non-conformance to specified requirements shall be performed by the same independent firm on instructions by the Construction Manager. The Contractor shall bear all costs from such retesting at no additional cost to HCDA.
7. For samples and tests required for Contractor's use, the Contractor shall make arrangements with an independent firm for payment and scheduling of testing. The cost of sampling and testing for the Contractor's use shall be included in the Contract Price.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION

3.01 INSTALLATION

- A. Inspection: The Contractor shall inspect materials or equipment upon the arrival on the job site and immediately prior to installation, and reject damaged and defective items.
- B. Measurements: The Contractor shall verify measurements and dimensions of the work, as an integral step of starting each installation.
- C. Manufacturer's Instructions: Where installations include manufactured products, the Contractor shall comply with manufacturer's applicable instructions and recommendations for installation, to whatever extent these are more explicit or more stringent than applicable requirements indicated in the Contract Documents.

END OF SECTION

SECTION 01 55 26 – TRAFFIC CONTROL

PART 1 – GENERAL

1.01 GENERAL REQUIREMENTS

- A. As specified in SECTION 01 11 00 – SUMMARY OF WORK.
- B. During any time the normal function of a roadway is suspended, temporary traffic control planning must provide for continuity of function: movement of traffic, pedestrians, access to property/utilities, etc. Effective temporary traffic control must provide for the safety of workers, road users, and pedestrians. It is essential that concern for traffic safety, worker safety and efficiency of traffic movement form an integral element of every temporary traffic control zone, from planning through completion of work activity.

1.02 DESCRIPTION OF WORK

Work under this Section shall consist of the planning for and the implementation of maintenance and protection of vehicular and/or pedestrian traffic during construction. Maintenance and protection of traffic includes furnishing, assembling, placing and relocating traffic control devices, including temporary pavement striping and markings, and removing all devices when they are no longer required. All traffic control shall be in accordance with the latest MUTCD.

1.03 REFERENCE STANDARDS

- A. Standard Specifications of the State Department of Transportation.
- B. Manual on Uniform Traffic Control Devices (MUTCD), Part VI Standards and Guides for Traffic Control for Streets and Highway Construction, Maintenance Utility and Incident Management Operation, latest edition.

1.04 SUBMITTALS

- A. If a traffic control drawing has been included in the drawings by the Construction Manager, it shall be the Contractor's responsibility to review the drawing prior to implementation. Any proposed changes to the drawing shall be submitted for approval. The proposal submitted by the Contractor shall be thoroughly planned and scheduled, and any potentially unsafe condition shall be minimized such that motorists, pedestrians and workers are protected at all times. The proposal shall be approved before the Contractor begins work.
- B. The Contractor shall submit schedules in writing to the Construction Manager for lane and road closures and detours in accordance with the approved traffic control plans and permits. The submittal shall contain a brief description of the work and the time when the work is to be done and shall conform to the traffic control plans and permits. The schedules shall be submitted 10 calendar days before the date such lane and road closures and detours are scheduled to begin.

PART 2 – PRODUCTS

2.01 MATERIAL

Contractor shall provide all materials necessary to perform the work including but not limited to: Breakaway Barricades, Construction Signs, Reflectorized Drums, Floodlights for Nighttime Operations, Illuminated Flashing Arrows/Warning Lights, Pre-cast Concrete Construction Barrier, Traffic Cones, Traffic Directors, Flaggers, Variable Message Signs, Temporary Crash Cushions or Sand Barrel Impact Attenuating Devices, Traffic Control Trucks with Mounted Crash Cushions, Temporary Traffic Marking Tape or Paint, or any other markings required or specified by the regulatory authority having jurisdiction.

PART 3 – EXECUTION

3.01 GENERAL

- A. Traffic control devices must be in good condition. Traffic control devices, other than those shown on the drawings shall conform to the MUTCD and authorities having jurisdiction.
- B. Prior to beginning construction, traffic control devices shall be in place. Traffic control devices shall be kept clean and maintained in good condition until no longer required for the project, at which time they shall be removed from the project area.
- C. When the construction involves improvements of an existing roadway, the roadway shall be kept open to traffic unless otherwise approved or shown on the drawings.
- D. The portion of the roadway that is opened to traffic shall adequately accommodate the vehicular traffic. Temporary approaches, crossings, intersections and access to roadways, businesses, residences, parking lots, schools, police and fire stations, hydrants, hospitals, dumpsters, mailboxes, etc., shall be provided and maintained in a safe condition, and if necessary, signs shall be provided. During non-working hours or during any suspension of work, open trenches and other excavations shall be covered with anchored non-skid steel plates.
- E. Any damage to the newly constructed or existing pavements within the limit of the project or adjacent to the project that was caused by the Contractor's operations shall be repaired at the Contractor's expense.
- F. Any restriction of required traffic lane widths or diversion of traffic at any time is subject to approval of authorities having jurisdiction.
- G. Except as necessary during the actual working hour as approved, equipment, materials, personnel or vehicles shall not occupy any travel way, shoulder, median or sidewalk area within 30 feet of the project limit that is open to traffic.
- H. Work which closes or alters the use of existing roadways shall not be undertaken until adequate temporary or permanent provisions for traffic control have been approved and installed.

- I. Where it is necessary for pedestrians to cross or walk within the limits of the project, temporary sidewalks and/or handicapped ramps shall be provided, maintained, and removed.
- J. The Contractor shall perform daily inspections, including weekends and holidays, including inspections at night, and take all corrective action to ensure compliance with the traffic control plan and other approved standards. The duties shall include, but shall not be limited to, the responsibility for ensuring the following:
 1. Setup and removal of all traffic control devices in accordance with the Contract Documents;
 2. Correction of deficiencies of traffic control devices within 2 hours of discovery or notification by the Construction Manager;
 3. Repositioning traffic control devices displaced by traffic or construction equipment;
 4. Covering or uncovering any conflicting signs or signals as appropriate;
 5. Repairing or replacing damaged traffic control devices;
 6. Replacing batteries, light bulbs, control panels, and other electrical components;
 7. Keeping all traffic control devices clean;
 8. Adding fuel and oil to power units for traffic control devices;
 9. Properly storing and packing equipment and vehicles so as not to create a traffic hazard;
 10. Properly storing traffic control devices when not in use; and,
 11. Eliminating, covering, or protecting all excavations or drop-offs greater than 2 inches deep or sloped with a 6:1 escape ramp with densely graded aggregate base course during non-working periods, or as required by the regulatory authority having jurisdiction.

3.02 NIGHTTIME OPERATION

All operations that are performed during the non-daylight hours shall be properly illuminated to allow for the complete performance and inspection of the work. Lighting systems shall be positioned such that they do not cause glare to drivers or any nearby homes. When necessary, the lighting systems shall include screening to minimize glare. When required, all lighting plans shall be approved by authorities having jurisdiction. The Contractor is responsible for DOH Noise Variance.

3.03 DETOURS AND LANE CLOSURES

- A. Approval and consent of the regulating authority having jurisdiction shall first be obtained before rerouting traffic. All necessary arrangements shall be made with such authorities regarding the establishment, maintenance, and repair of such detours, the regulation and direction of traffic thereon, and signing. Adequate directional and detour signs, acceptable to the local authorities having jurisdiction, shall be furnished and erected at the locations in such sequence where such authorities may direct, prior to the start of construction.
- B. The Contractor shall notify Oahu Transit Services, Inc. (OTS), Ed Sniffen at 848-4571 or Lowell Tom at 848-4578, two (2) weeks prior to the implementation of any detours.
- C. The Contractor shall give two (2) weeks advance notice to the Police Department, Fire Department, ambulance services (i.e., City, State, private), and any public transit or public utility company of any work that may affect their operations, including any road closures.

3.04 TRAFFIC DIRECTORS

- A. Trained flaggers shall wear a fluorescent orange reflectorized garment when controlling traffic. Trained flaggers shall be equipped with STOP/SLOW paddles, and shall follow the procedures stipulated for flaggers in the Manual on Uniform Traffic Control Devices (MUTCD).
- B. Police Officers shall be provided, when required. Contact the local municipal police department (48 hours) prior to any operation which necessitates a policed traffic director.

3.05 ADVANCE WARNING SIGNS

- A. The placement of signs shall be adjusted if they create interference in a sidewalk area or driveways, other existing signs, trees or reduced visibility due to horizontal and vertical curvature of the roadway.
- B. Upon installing the signs, the signs should be examined at night to determine if specular glare is apparent, and if so, the sign shall be adjusted/aligned by shimming the sign.
- C. Sign faces shall be so positioned in relation to a line normal to the adjacent edge of traveled way that the sign face is rotated about its edge, nearest the traveled way, through an angle of 5°, in the direction of travel.
- D. All sign faces and support surfaces shall be cleaned of all foreign matter.

END OF SECTION

SECTION 01 73 00 – EXECUTION

PART 1 – GENERAL

1.01 SUMMARY

- A. **General**: This Section includes general procedural requirements governing execution of the Work including the following:
1. Construction layout.
 2. Field engineering and surveying.
 3. General installation of products.
 4. Progress cleaning.
 5. Starting and adjusting.
 6. Protection of installed construction.
 7. Correction of the Work.
- B. **Related Sections**:
1. SECTION 01 77 00 – CLOSEOUT PROCEDURES.
 2. SECTION 01 35 43 – ENVIRONMENTAL PROCEDURES.

1.02 SUBMITTALS

- A. **Landfill Receipts**: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.
- B. **O & M Manuals**: Submit for review preliminary O & M Manual(s) at 50% project completion.

1.03 NOTIFICATION

Contact the Construction Manager at least 3 working days prior to starting any onsite work.

1.04 PROJECT AND SITE CONDITIONS

- A. **Contract Zone Limits**: Project Contract Limits (Contract Zone Limits) indicate only in general the limits of the work involved. Perform necessary and incidental work, which may fall outside of these demarcation lines. Confine construction activities within the Project Contract Limits and do not spread equipment and materials indiscriminately about the area.

- B. Contractor's Operations: Provide means and methods to execute the Work and minimize interruption or interference to the facility's operations. Rearrange the construction schedule when construction activities result in interruptions that hamper the operations of the facilities.
- C. Access: Maintain safe passageway to and from the facility's occupied buildings, rooms, and other occupied spaces for the use of HCDA personnel, residents, and the public at all times.
- D. Parking: Contractor, Subcontractor(s) and their employees will not be allowed to park in the facilities parking lots for residents, guests, or facility personnel. Subject to availability, the Construction Manager may designate areas outside of the Contract Zone Limits to be used by the Contractor. Restore any area damaged by construction activities.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION

3.01 EXAMINING THE SITE

- A. Contractor and Subcontractors are expected to visit the site and make due allowances for difficulties and contingencies to be encountered. Compare contract documents with work in place. Become familiar, with existing conditions, the conditions to be encountered in performing the Work, and the requirements of the Drawings and Specifications.
- B. Verify construction extents, lines, grades, dimensions and elevations indicated on the Drawings before any clearing, excavation or construction begins. Bring any discrepancy to the attention of the Construction Manager, and make any change in accordance with the Construction Manager instruction.
- C. Obtain all field measurements required for the accurate fabrication and installation of the Work included in this Contract. Verify governing dimensions and examine adjoining work on which the Contractor or Subcontractor's work is in any way dependent. Submit differences discovered during the verification work to the Construction Manager for interpretations before proceeding with the associated work. Exact measurements are the Contractor's responsibility.
- D. Furnish or obtain templates, patterns, and setting instructions as required for the installation of all Work. Verify dimensions in the field.
- E. Contractor shall accept the site in the condition that exists at the time access is granted to begin the Work. Verify existing conditions and dimensions shown and other dimensions not indicated but necessary to accomplish the Work.

- F. Locate all general reference points and take action to prevent their destruction. Layout work and be responsible for lines, elevations and measurements and the work executed. Exercise precautions to verify figures and conditions shown on Drawings before layout of work.

3.02 SITE UTILITIES AND TONING

- A. Cooperate, coordinate and schedule work to maintain construction progress, and accommodate the operations and work of the owners of underground or overhead utility lines or other property in removing or altering the lines or providing new services.
- B. 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. Furnish the Construction Manager with evidence that the utility companies were contacted.
- C. Should the Contractor discover the existence and location of utilities in the Contract Drawings are not correct, do not disturb the utilities and immediately notify the Construction Manager.
- D. Do not disturb or modify any utilities encountered, whether shown or not on the Contract Drawings, unless otherwise instructed in the Drawings and Specifications or as directed by the Construction Manager. Repair and restore to pre-damaged condition any utilities or any other property damaged by construction activities.
- E. Transfer to "Field Posted As-Built" drawings the location(s) and depth(s) of new and existing utilities that differ from the Contract Drawings. Locate by azimuth and distance and depth(s) from fixed referenced points.
- F. Prior to the start of trenching work within existing roadways, verify and confirm the presence, location and depth of existing underground utility lines in the area affected by the project, by "toning" or by other appropriate means acceptable to the Construction Manager. The intent of this advanced toning is to afford the Construction Manager an opportunity to identify utility lines that may or may not be shown on the Drawings and issue a directive to address the existing conditions.
 - 1. Perform toning using instruments specifically developed and designed for the detection of underground pipes and cable utilities.
 - 2. Notify the Construction Manager 48 hours in advance before toning operations. Provide information on the proposed toning method and other pertinent information.
- G. Upon completion of the toning operation, submit drawings that show the location and approximate depth of the existing and newly discovered utility lines. Identify the type of utility lines. Also, identify where utility lines indicated on the Drawings are not shown in their approximate location or where new utility lines are found or pointed out in the field.

- H. After ascertaining the exact location and depth of utilities within the project area, mark and protect the locations.
 - 1. Acquaint personnel working near utilities with the type, size, location, depth of the utilities, and the consequences that might result from disturbances.
 - 2. Do not start trenching or start similar operations until reasonable and appropriate precautions to protect the utilities are taken.
- I. For newly identified utility lines, if directed by the Construction Manager, manually excavate within 2-feet of the utility line to avoid damage. Under this directive, manual excavation is considered additional work.

3.03 FIELD MEASUREMENTS

- A. General: Take field measurements to fit and install the Work properly. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress.
- B. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- C. Review of Contract Documents and Field Conditions: Submit a Request For Information (RFI) immediately upon discovery of the need for clarification of the Contract Documents. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents.

3.04 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the existing conditions. If discrepancies are discovered, notify the Construction Manager promptly.
- B. General: Lay out the Work using accepted construction and surveying practices.
 - 1. Establish benchmarks, control points, lines and levels as needed to locate each element of Project.
 - 2. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
 - 3. Inform installers of lines and levels to which they must comply.
 - 4. Check the location, level and plumb, of every major element as the Work progresses.
 - 5. Notify the Construction Manager when deviations from required lines and levels exceed allowable tolerances.

- C. Site Improvements: Locate and lay out site improvements, including walls pavements, grading, fill and topsoil placement, utility slopes, and invert elevations.

3.05 FIELD ENGINEERING

- A. Reference Points: Locate existing permanent or temporary benchmarks, control points and similar reference points before beginning the Work. Preserve and protect permanent control points during construction operations.
 1. Do not change or relocate existing control points without the Construction Manager's approval. Report lost or destroyed permanent control points promptly. Report the need to relocate permanent control points to the Construction Manager before proceeding.
 2. Replace lost or destroyed permanent control points promptly. Base all replacements on the original survey control points.

3.06 INSTALLATION

Install materials, items, fixtures required by the various Divisions and Sections of the Specifications in accordance with Contract Documents, by workers specially trained and skilled in performance of the particular type of work, to meet product guarantees and regulatory agency requirements. Should the Drawings or Specifications be void of installation requirements, install the materials, items, and fixtures in accordance with the manufacturer's current specifications, recommendations, instructions and directions.

3.07 CUTTING AND PATCHING

- A. Oversee cutting and patching of concrete, masonry and other materials where indicated on Drawings and as required by job conditions.
- B. Provide patch materials and workmanship of equal quality to that indicated on the Drawings or specified for new work.

3.08 CLEANING

- A. General: Clean the Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.
 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 2. Do not hold waste more than 7 days unless approved otherwise by the Construction Manager.
 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
- B. Site: Maintain Project site free of waste materials and debris.

- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
 - 1. Remove liquid spills promptly.
 - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use only cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Cutting and Patching: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials. Thoroughly clean piping, conduit, and similar features before applying paint or other finishing materials. Restore damaged pipe covering to its original condition.
- H. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.
- I. Protection of Construction in Progress: During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- J. Maintenance on Completed Construction: Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- K. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.09 STARTING AND ADJUSTING

- A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- B. Adjust operating components for proper operation without binding. Adjust equipment for proper operation.

- C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

3.10 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions to provide proper temperature and relative humidity conditions.

3.11 CORRECTION OF THE WORK

- A. Repair or replace defective construction. Restore damaged substrates and finishes. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- C. Repair defective components that do not operate properly. Remove and replace operating components that cannot be repaired.

END OF SECTION

SECTION 01 77 00 – CLOSEOUT PROCEDURES

PART 1 – GENERAL

1.01 SUMMARY

A. General: This Section includes administrative and procedural requirements for contract closeout, including the following:

1. Project Record Documents.
2. Warranties.
3. Instruction for the HCDA's personnel.

B. Related Sections:

1. SECTION 01 73 00 – EXECUTION.

1.02 SUBSTANTIAL COMPLETION

A. Preliminary Procedures: Before requesting a Final Inspection to determine Substantial Completion, complete the following items in addition to requirements of GENERAL PROVISIONS, Article 7, "Prosecution and Progress".

1. Advise the Construction Manager of pending insurance changeover requirements.
2. Submit specific warranties, final certifications, and similar documents.
3. Arrange to deliver tools, spare parts, extra materials, and similar items to a location designated by the Construction Manager. Label with manufacturer's name and model number where applicable.
4. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
5. Advise the Construction Manager of changeover in other utilities.
6. Submit changeover information related to the HCDA's occupancy, use, operation, and maintenance.
7. Complete final cleaning requirements, including touch up painting.
8. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects. Repair, patch or replace new or existing work including pavement, sidewalks, curbs, gutters, catch basins, gratings, manholes, covers, landscaping, plant materials and other items that have been damaged, broken, cracked or chipped as a result of performing this Work.

1.03 FINAL COMPLETION

- A. Preliminary Procedures: Within ten (10) calendar days from the Project Acceptance Date, complete the following items in addition to requirements of the GENERAL PROVISIONS, Article 7, "Prosecution and Progress":
1. Instruct the HCDA's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training media materials.

1.04 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Preparation: Submit 2 copies of the initial and any updated and action taken list. In addition to requirements of the GENERAL PROVISIONS, Article 7, "Prosecution and Progress", include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
1. Organize list of spaces in sequential order, proceeding from lowest lot number to highest lot number.
 2. Organize items applying to each space by major element, including categories for pavements, fences, utilities, and equipment.
 3. Include the following information at the top of each page:
 - a. Project Name and Title.
 - b. HCDA Job No.
 - c. Date and page number.
 - d. Name of Contractor.

1.05 PROJECT RECORD DOCUMENTS AND REQUIREMENTS

- A. General:
1. Definition: "Project Record Documents", including Record Drawings, shall fulfill the requirements of "Field-Posted As-Built Drawings" listed in the GENERAL PROVISIONS.
 2. Do not use Project Record Documents for daily construction purposes. Protect Project Record Documents from deterioration and loss. Provide access to Project Record Documents for Construction Manager's reference during normal working hours. Maintain these documents as specified in paragraph entitled "Record Drawings" hereinafter.
 3. The Designer, under contract with HCDA, will update the Drawings to show all addendum, PCD, and sketch changes. The Construction Manager will transmit these

Drawings (mylar or vellum) to the Contractor who will make all “red-line” corrections to these Drawings to record the changes depicted on the Contractor’s Field Posted Record (“As-Builts”) by accepted drafting practices as approved by the Construction Manager.

4. Where the recorded changes depicted on the Contractor’s Field Posted Record (“As-Builts”) Drawings are in the form of shop drawings, the Contractor shall provide those shop drawings on mylar or vellum sheets in the same material and size as the Drawings transmitted to the Contractor. The new drawing sheets shall be titled and numbered to conform to the construction Drawings and clearly indicate what information they supercede in the actual construction Drawings. For example a new drawing that replaces drawing M-3, could be numbered M3a.
5. The Contractor shall bring to the attention of the Construction Manager any discrepancy between the changes made by the Designer and those depicted on addendum, PCD, and sketch changes. The Construction Manager will resolve any conflicts.
6. Submit final Record Documents (Field Posted Record Drawings) within 10 days after the Final Inspection Date but no later than the Contract Completion Date.
7. The Contractor shall guarantee the accuracy of its final Record Documents. HCDA shall hold the Contractor liable for costs that HCDA incurs as a result of inaccuracies in the Contractor’s Record Documents.
8. Prepare and submit construction photographs and electronic files, damage or settlement surveys, property surveys, and similar final record information as required by the Construction Manager.
9. Deliver tools, spare parts, extra materials, and similar items to a location designated by the Construction Manager. Label with manufacturer’s name and model number where applicable.

B. Record Drawings:

1. Maintain two (2) full-size sets of Field Posted Record (“As-Builts”) Drawings at the job site. Clearly and accurately record all deviations from alignments, elevations and dimensions, which are stipulated on the Drawings and for changes directed by the Construction Manager that deviate from the Drawings.
2. Record changes immediately after they are constructed in place and where applicable, refer to the authorizing document (Field Order, Change Order, or Contract Modification). Use red pencil to record changes. Make Field Posted Record Drawings available to the Construction Manager at any time so that its clarity and accuracy can be monitored.
 - a. Give particular attention to information on concealed elements that cannot be readily identified and recorded later.
 - b. Accurately record information in an understandable drawing technique.

- c. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
 - d. Mark the Contract Drawings or the shop drawings, whichever is most capable of showing actual physical conditions, completely and accurately. Where shop drawings are marked, show cross-reference on Contract Drawings.
 - e. Mark important additional information that was either shown schematically or omitted from original Drawings.
 - f. Locate concealed utilities by dimension from bench marks or permanent structures. Locate site utilities by dimensions, azimuth and lengths from benchmarks or permanent structures.
 - g. Note field order numbers, Change Order numbers, Contract Modification numbers, Alternate numbers, post-construction drawing numbers (PCD) and similar identification (RFI numbers) where applicable.
 - h. The Contractor shall initial each deviation and each revision marking.
3. Use the final updated Contract Drawing set plus applicable shop drawings for making the final Field Posted Record Drawings submittal.
 4. Certify drawing accuracy and completeness. Label and sign the record drawings.
 5. Label the title sheet and on all sheets in the margin space to the right of the sheet number, written from the bottom upward, with the title "FIELD POSTED RECORD DRAWINGS" and certification information as shown below. Provide a signature line and company name line for each subcontractor that will also certify the respective drawing. Adjust size to fit margin space.

FIELD POSTED Certified By: _____ Date: _____
 RECORD DRAWINGS [Contractor's Company Name]

6. Revise the Drawing Index and label the set "FIELD POSTED RECORD DRAWINGS". Include the label "A COMPLETE SET CONTAINS [_____] SHEETS" in the margin at the bottom right corner of each sheet. Quantify the total number of sheets comprising the set.
7. If the Construction Manager determines a drawing does not accurately record a deviation or omits relevant information, the Designer will correct any FIELD POSTED RECORD DRAWINGS sheet. The Contractor will be charged for the cost to correct the error or omission.
8. Use the final Field Posted Record Drawings sheets to create an electronic version of the set. The set shall be recorded in Adobe Acrobat PDF (Portable Document Format). Create a single indexed, bookmarked PDF file of the entire set of drawings and record on the CD. Submit one set of the final Field Posted Record Drawings sheets and the complete electronic CD set(s).

1.06 WARRANTIES

- A. Submittal Time: Submit written manufacturer's warranties at request of the Construction Manager for designated portions of the Work where commencement of warranties other than Project Acceptance date is indicated.
- B. Partial Occupancy: Submit properly executed manufacturer's warranties within 45 days of completion of designated portions of the Work that are completed and occupied or used by the HCDA during construction period by separate agreement with Contractor.
- C. Organization: Organize manufacturer's warranty documents into an orderly sequence based on the table of contents of the Specifications.
 - 1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2 inch x 11-inch paper.
 - 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer and prime Contractor.
 - 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES", Project Name and Title, HCDA Job Number, and name of Contractor.
 - 4. Use the final submittal of the warranties to create an electronic Adobe Acrobat PDF (Portable Document Format) version of the bound warranty document files. Each sheet shall be separately scanned, at 600 DPI or better into a PDF file, indexed and recorded on a recordable compact disc (CD).
- D. Supplementary Warranties: Provide 2 sets of manufacturer's warranties that exceed one year as part of the closing document submittals. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 – PRODUCTS

2.01 MATERIALS

Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 – EXECUTION

3.01 DEMONSTRATION AND TRAINING

- A. Instruction: Instruct the HCDA's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
1. Provide instructors experienced in operation and maintenance procedures.
 2. Provide instruction at mutually accepted times.
 3. Schedule training with the HCDA's users, through the Construction Manager with at least 7 days advanced notice.
 4. Coordinate instructors, including providing notification of dates, times, length of instruction, and course content.
- B. Program Structure: Develop an instruction program that includes individual training modules for each system and equipment not part of a system, as required by individual Specification Sections. For each training module, develop a learning objective and teaching outline. Include instruction for the following:
1. System design and operational philosophy.
 2. Review of documentation.
 3. Operations.
 4. Adjustments.
 5. Troubleshooting.
 6. Maintenance.
 7. Repair.

3.02 FINAL CLEANING

- A. General: Provide final cleaning. In addition to requirements of Article 7, GENERAL PROVISIONS, conduct cleaning and waste-removal operations to comply with local laws and ordinances and federal and local environmental and antipollution regulations. Perform cleaning using personnel specializing in and skilled in cleaning and maintenance work. Perform repair work using personnel skilled in executing the type of work being repaired. Perform all work to the highest trade standards applicable to that type of work.
- B. Cleaning: Comply with manufacturers written instructions unless noted otherwise. Complete the following cleaning operations before requesting final inspection for entire Project or for a portion of Project:

1. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 2. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits resulting from construction activities.
 3. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 4. Remove tools, construction equipment, machinery, temporary construction, and surplus material from Project site.
 5. Remove all lumps, splatters, spots and stains caused by paint, adhesive, asphalt, concrete, mortar, sealant or other foreign material from exposed or finished surfaces. Remove all temporary labels.
 6. Clean exposed exterior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 7. Leave Project clean and ready for occupancy.
- C. Safety Requirements: Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the property. Do not discharge volatile, harmful, or dangerous materials into drainage and sewer systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION

SECTION 01 89 13 – SITE PREPARATION PERFORMANCE REQUIREMENTS

PART 1 – GENERAL

1.01 GENERAL REQUIREMENTS

As specified in SECTION 01 11 00 – SUMMARY OF WORK.

1.02 DESCRIPTION OF WORK

Furnish all labor, materials and equipment necessary to clear and grub the entire construction area; to accumulate and dispose of all debris and waste materials; to lay out the entire work; all as shown on the Plans and as herein specified.

1.03 REQUIREMENTS, CODES

- A. All applicable portions of Division 01 – GENERAL REQUIREMENTS are to be considered as included with this Section.

1.04 RELATED SECTIONS

- A. SECTION 01 35 43 – ENVIRONMENTAL PROCEDURES.
- B. SECTION 31 11 00 – CLEARING AND GRUBBING.
- C. SECTION 31 22 00 – GRADING.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION

3.01 GENERAL

- A. Conditions of Premises: The Contractor shall examine the site and become familiar with the existing conditions and the amount and kind of work to be performed.
- B. Permits: The Contractor shall obtain and pay for necessary permits prior to the commencement of work.
- C. Maintenance of Traffic: The Contractor shall conduct operations with minimum interference to streets, driveways, sidewalks, passageways, etc.
- D. Public Safety: When necessary, the Contractor shall provide and erect barriers, etc., with special attention to protection of residents, public, and personnel.
- E. Protection: Throughout the progress of the work, protection shall be provided for all property and equipment, and temporary barricades shall be provided as necessary. Work shall be done in accordance with the safety provisions of the Manual of Accident

Prevention in Construction, published by the Associated General Contractors of America, and the State of Hawaii's Occupational Safety and Health Standards, Rules and Regulations.

- F. Fires: No burning of fires of any kind will be allowed.
- G. Reference Points: Bench marks, etc., shall be carefully maintained, but if disturbed or destroyed, shall be replaced as directed, at the Contractor's expense.
- H. Disposal: All materials resultant from operations under this Section shall become the property of the Contractor and shall be removed from the site at his expense. Loads of materials shall be trimmed to prevent droppings.

3.02 EXISTING UTILITY LINES

The existence of active underground utility lines within the construction area is not definitely known other than those indicated in their approximate locations on the Demolition Drawings. Should any unknown line be encountered during excavation, the Contractor shall immediately notify the Construction Manager of such discovery. The Construction Manager shall then investigate and issue instructions for the preservation or disposition of the unknown line. Authorization for extra work shall be issued by the Construction Manager only as he deems necessary.

3.03 CLEAN UP OF PREMISES

Clean up and remove all debris accumulated from operations from time-to-time or as directed by the Construction Manager. Upon completion of the construction work and before final acceptance of the contract work, remove all surplus materials, equipment, etc., and leave entire job site to the satisfaction of the Construction Manager.

END OF SECTION

DIVISION 02

EXISTING CONDITIONS

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SECTION 02 40 00 – DEMOLITION AND STRUCTURE MOVING

PART 1 – GENERAL

1.01 GENERAL REQUIREMENTS

As specified in SECTION 01 11 00 – SUMMARY OF WORK.

1.02 DESCRIPTION OF WORK

- A. Furnish all labor, materials and equipment necessary to accomplish all demolition and removal of existing structures as indicated on the plans, and as specified herein.
- B. Work shall include, but not be limited to the following:
 - 1. Demolish and remove existing structures, utilities, manholes, pavement, trees, shrubs, and appurtenant items shown on the plans unless indicated to remain or relocated or as directed by the Construction Manager.
 - 2. Should the Contractor propose any demolition or removal of existing structures in addition to that shown in the Construction Drawings, he shall submit drawings for approval to the Construction Manager identifying said items ten (10) working days prior to the proposed commencement of such action, along with justifications for their demolition or removal. The Contractor shall submit for Construction Manager's review, erosion control measures employed during demolition and construction.
 - 3. The Contractor shall exercise extreme caution and comply with all OSHA and State of Hawaii Occupational Safety and Health Law (HIOSH) requirements when working in the vicinity of hazardous substances. All removed asphalt pavement, sidewalks, curbs, gutters, etc., and other improvements shall be disposed off-site by the Contractor at his expense in compliance with all regulatory agency requirements.

1.03 RELATED SECTIONS

- A. SECTION 01 35 43 – ENVIRONMENTAL PROCEDURES.
- B. SECTION 31 22 00 – GRADING.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION

3.02 PREPARATION

A. Site Inspection:

1. Prior to any work in this Section, the Contractor shall inspect the entire site and verify with the Construction Manager all objects designated to be removed and to be preserved.
2. The Contractor shall locate all existing utilities and determine requirements for disconnection, capping, and/or protection.

B. Scheduling:

1. Prior to starting work, the Contractor shall submit a plan and list of procedures for performing the demolition and removal work. The plan shall be approved by the Construction Manager.
2. Procedures shall include provisions for safe conduct of the work, removal, disposition of items to be salvaged, protection of property to remain, coordination with other work, timely disconnection of utilities, and a schedule of the sequence of operations.

C. Protect all existing items to remain. Any damage to existing facilities to remain shall be repaired to original or better condition and to the satisfaction of the Construction Manager by the Contractor at his expense.

D. Protect all existing items to be removed and/or salvaged. Coordinate removal, delivery times, and locations with the Construction Manager.

E. Utility services to be abandoned and/or removed shall be disconnected and plugged as required according to the approved demolition schedule. Utility lines encountered that are not shown on the plans, but are intended for removal, shall be disposed of as directed by the Construction Manager.

F. Unless indicated elsewhere in the construction documents, remove concrete slabs, sidewalks, and foundations, and asphalt paving including aggregate base. Provide neat saw cuts at limits of pavement removal.

G. Demolish existing items identified on plans completely. Use such methods as required to complete the work within the limitations of governing regulations.

H. Use only suitable excavated material or imported borrow material approved by the Construction Manager for filling any areas exposed by demolition.

I. During demolition, keep work wetted down thoroughly to prevent dust and dirt from creating nuisance conditions. Clean adjacent structures and objects of all dust, dirt and debris resulting from demolition operations, as directed by the Construction Manager.

- J. Cut tree roots in accordance with the best practices of the trade in order not to injure or damage the tree during construction operations. All cut roots greater than 2 inches in diameter shall be painted with approved tree wound paint or as directed by the Construction Manager.
- K. Remove all debris from the site as soon as possible. Debris shall be removed and transported in a manner that will prevent spillage on streets or adjacent areas.

END OF SECTION

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DIVISION 03

CONCRETE

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SECTION 03 30 00 – CAST-IN-PLACE CONCRETE

PART 1 – GENERAL

1.01 GENERAL REQUIREMENTS

As specified in SECTION 01 11 00 – SUMMARY OF WORK.

1.02 DESCRIPTION OF WORK

Furnish all labor, materials and equipment necessary for the installation of concrete sidewalks, curbs and driveways as indicated on the Drawings and as specified within.

1.03 REFERENCES

- A. The “Standard Specifications for Public Works Construction”, September 1986, of the Department of Public Works, including all revisions, as applicable to the City and County of Honolulu, hereafter referred to as STANDARD SPECIFICATIONS, or as herein specified. (Paragraphs concerning Measurement and Payment are not applicable to this project.)
- B. The “Standard Details for Public Works Construction”, September 1984, of the Department of Public Works, including all revisions, as applicable to the City and County of Honolulu, hereafter referred to as STANDARD DETAILS, or as herein specified.

1.04 SUBMITTALS

Submit, in accordance with SECTION 01 33 00 – SUBMITTAL PROCEDURES, certificates from manufacturers or supplier’s to verify that types of materials being supplied meet the requirements of these Specifications.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. Materials for concrete pavement and curbs shall be constructed in accordance with the below-listed sections of the STANDARD SPECIFICATIONS shall govern all work except for the subsections of Measurement and Payment which shall not be applicable.
 - 1. Subgrade - Section 29
 - 2. Select Borrow for Subbase Course - Section 30
 - 3. Base Course - Section 31
 - 4. Portland Cement Concrete Pavement - Section 39

5. Concrete Sidewalks - Section 42

6. Reinforcing Steel - Section 48

PART 3 – EXECUTION

3.01 INSTALLATION

- A. General: The Contractor shall stake out area of new sidewalks and pavements using wooden stakes on which final finish elevations, base course and subgrade elevations are clearly marked. All such stakes and elevations shall be approved by the Construction Manager before any work is done.
- B. Concrete Pavement and Sidewalk Curbs: Installation shall be in accordance with the applicable sections noted hereinbefore and as shown on the Drawings.
- C. Concrete Sidewalks and Pavement Repair:
 - 1. Any existing concrete pavements that have been damaged by construction activities shall be repaired to the original condition and to the satisfaction of the Construction Manager.

3.02 FINAL INSPECTION

At the time of final inspection of the work performed under the Contract, the work covered by this Section shall be complete in every respect and operating as designed. All surplus materials of every character, resulting from the work of this Section, shall have been removed. Any defects discovered in the work, subsequent to this inspection, shall be corrected prior to final acceptance.

END OF SECTION

DIVISION 26

ELECTRICAL

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SECTION 26 00 00 – GENERAL ELECTRICAL REQUIREMENTS

PART 1 – GENERAL

1.01 SUMMARY

- A. The INSTRUCTIONS TO BIDDERS, the GENERAL CONDITIONS and SPECIAL PROVISIONS preceding these Specifications shall govern this Section of work.
- B. The Contractor under this Division shall provide all labor, materials, equipment, supervision and services required for the construction of the electrical systems. The finished installations shall be complete, operable and shall include all work specified herein and shown on the Drawings.
- C. The work shall include complete testing of all equipment and wiring at the completion of the work and making any minor connection changes or adjustments necessary for the proper functioning of the system and equipment. All systems shall be properly adjusted and in working order at time of final acceptance.
- D. All concrete, steel reinforcement, miscellaneous metal-work, earthwork, painting, grouting, patching, and water proofing shall conform to the applicable requirements of the detailed equipment specifications as prescribed in appropriate sections.
- E. It is the intent of these Specifications and other Contract Documents to require an installation complete in every detail. Consequently, the Contractor will be responsible for minor details or for any special construction which may be found necessary to properly furnish, install, adjust, test, and place in successful and continuous operation the entire electrical system and the cost of same shall be included in the contract price.

1.02 DESCRIPTION OF WORK

- A. Work specified in this Division shall include, but not be limited to the following:
 - 1. Demolition of existing electrical equipment and appurtenances identified. Also, including coordination of demolition work with the respective utilities.
 - 2. Coordination with utility companies and raceways systems, including ductlines, handholes, equipment pads, etc., for installation of utility company's service cables.
 - 3. Incoming secondary service feeders, ductlines, and cables.
 - 4. Secondary power distribution system, including metering equipment, panelboards, overcurrent protection devices, and feeders.
 - 5. Complete electrical system wiring including branch circuits, luminaires, switches, receptacles, outlets and control devices.
 - 6. Complete exterior lighting and control systems, including time switches, lighting contactors and control stations.

7. Empty raceways for future gate controllers. Cables, instruments, and equipment by others.
8. Power connections for irrigation controllers.
9. Testing.
10. Training (where identified in specs).
11. As-built drawings.

1.03 REFERENCES

- A. Comply with the applicable requirements of the following standards unless otherwise indicated:
 1. Comply with local ordinances; National Electrical Code; applicable regulations of the National Board of Fire Underwriters; Americans with Disabilities Act; specifications of ANSI, NEMA, UL, IPCEA, or IESNA; and Building Codes of the City & County of Honolulu.
 2. In the event of conflict between pertinent codes and regulations, and the requirements of the referenced standards, or those indicated in Specifications and on Drawings, the provisions of the more stringent shall govern.

1.04 RELATED WORK

- A. DIVISION 01 - GENERAL REQUIREMENTS.
- B. DIVISION 03 - CONCRETE.
- C. DIVISION 31 - EARTHWORK.
- D. DIVISION 32 - EXTERIOR IMPROVEMENTS.
- E. DIVISION 33 - UTILITIES.

1.05 PERMITS AND INSPECTION

All permits required by local ordinances shall be obtained and paid for by the Contractor.

1.06 COORDINATION

- A. Refer to all project Drawings and to all Sections of the project Specifications. Coordinate and fit all work accordingly so that all electrical outlets and equipment will be properly located and readily accessible. The Drawings indicate the relation of wiring and connections and must not be scaled for exact locations. Verify all construction dimensions at the project and make changes necessary to conform to the site as constructed. Work improperly installed due to lack of construction verification shall be corrected at the Contractor's expense.

- B. Work shall be scheduled to avoid delays, interferences, and unnecessary work. If any conflicts occur necessitating departures from the Drawings and Specifications, details of departures and reasons therefor shall be submitted immediately for consideration by the Construction Manager.

1.07 SUBMITTALS

Submit shop drawings and catalog cuts of the equipment and products identified in each Division 26 technical section for approval in accordance with SUBMITTALS section of these Specifications. Each submittal shall be prepared with a SUMMARY SHEET attached to each copy identifying all items included in the submittal. Incomplete submittals and those without SUMMARY SHEETS will be returned without review.

1.08 DELIVERY, HANDLING AND STORAGE

- A. Deliver all materials of this Division in manufacturer's original unopened packages or containers with label intact and legible.
- B. Use means necessary to protect the materials of this section before, during and after installation; to protect the installed work and materials of all other trades; and to protect the original structure, work and materials of the State.
- C. In the event of damage, immediately make all repairs and replacements necessary to the approval of the Construction Manager and at no additional cost to the State.

1.09 WARRANTY

- A. Installation shall be complete in every detail as specified and ready for use. Any items supplied by Contractor developing defects of design, construction, or quality within one (1) year of final acceptance by Construction Manager shall be replaced by such new materials, apparatus or parts to make such defective portion of the complete system conform to the true intent and meaning of the Drawings and Specifications at no additional cost to the State. Lamps shall be warranted for fifty (50) percent of rated lamp life.
- B. The warranty shall be countersigned by the General Contractor.

PART 2 – PRODUCTS

2.01 MATERIALS AND WORKMANSHIP

- A. All materials shall conform to the latest issue of all applicable standards as established by NEMA, NFPA, ANSI, IEEE, IESNA, ASTM and Underwriters' Laboratories, and shall bear the manufacturer's name and trade name and when available, the Underwriters' Label.
- B. Within twenty (20) days after the contract has been awarded, or as otherwise directed, forward to the Construction Manager a complete list of all materials and equipment proposed for installation. The intent to use the exact makes specified does not eliminate the responsibility of submitting such a list. List shall include sufficient information to permit

ready and complete identification. After the work is completed, Contractor shall provide drawings showing the as-built conditions.

- C. Neat appearances in the finished work will be required. Only experienced electrical workers shall be employed for the electrical installation.
- D. All work not installed and completed in accordance with the latest rules and regulations of the NEC, OSHA, NESC, ADAAG, and all local ordinances shall be removed and reinstalled correctly at the Contractor's expense.

PART 3 – EXECUTION

3.01 GENERAL

- A. Install all electrical materials and equipment in accordance with manufacturer's recommendations and as approved by the Construction Manager for the seismic zone 2A classification at the project site.
- B. Cut, break, 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. Patch any damaged surfaces to match the existing surface.
- C. All wiring and overcurrent devices for equipment furnished by other trades are sized for a contemplated equipment size. If equipment other than contemplated and indicated on the plan is provided, the Contractor shall be responsible for providing the required wiring, switches, and overcurrent devices at no cost to the State. The Contractor shall submit the proposed revisions to the electrical design to the Construction Manager for approval.
- D. The Electrical Contractor shall coordinate his work with other trades to avoid conflicts with mechanical, structural, and architectural elements of this project.
- E. The Electrical Contractor shall coordinate all work relating to utility services with the respective utility companies.

3.02 JOBSITE CONDITIONS

- A. These Specifications are accompanied by construction Drawings including site plans of all trades showing locations of all service runs, feeder runs, devices, and other electrical equipment. The locations are approximate and before installing, study adjacent details and make installation in most logical manner. Any device may be relocated within 10'-0" before installation at direction of Construction Manager without additional cost to the State.
- B. Before installing, verify all dimensions and sizes of equipment.
- C. Verify that electrical system may be installed in strict accordance with the original design, the Drawings and Specifications and the manufacturer's recommendations.

- D. In the event of discrepancy, immediately notify the Construction Manager. Do not proceed with installation in areas of discrepancy until all such discrepancies have been fully resolved.

3.03 CONNECTIONS TO ALL EQUIPMENT PROVIDED BY OTHER TRADES

- A. Electrical Contractor shall provide conduit, wiring and all electric connections from electrical apparatus to motors, and other equipment, including connections to all switches and motor protection devices, as specified by other trades.
- B. Electrical Contractor shall ascertain from other trades furnishing equipment, the exact size and type, the exact locations of such equipment and the proper point where electrical connections should be brought through the floors or walls, as the case may be. Locations shown are diagrammatic only; correct locations shall be the full responsibility of the Electrical Contractor.
- C. All control devices and control wiring shall be provided as described in the installation manuals of equipment and/or the Drawings and Specifications of other trades and disciplines.

3.04 DEMONSTRATION OF COMPLETE ELECTRICAL SYSTEMS

- A. Submit written certification that electrical systems are complete and operational. Submit certification with Contractor's request for final review.
- B. At the time of final review of electrical work, demonstrate the operation of electrical systems. Provide labor, apparatus and equipment for systems' demonstration. The various tests shall be under the direction and supervision of the Construction Manager.
- C. The Contractor shall provide all test equipment, materials, labor, and temporary power hook-ups to perform start-up and all tests as required to obtain final field acceptance from the State. All tests shall be conducted in the presence of the Construction Manager or his representative. All test procedure shall conform to this specification and applicable standards the ANSI, IEEE, NEMA, OSHA, NFPA, etc.
- D. The Contractor shall be responsible for all tests and test record. Testing shall be performed by and under the immediate supervision of the Contractor. Test record shall be kept for each piece of equipment. Copies shall be furnished to the Construction Manager for his review and/or approval.
- E. A visual inspection of all electrical equipment, to check for the foreign material, tightness or wiring and connection, proper grounding, matching nameplate charts with specification, etc., shall be made prior to actual testing.
- F. After demonstration of systems, submit to the Construction Manager six (6) sets of keys for electrical equipment locks.

END OF SECTION

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SECTION 26 20 00 – ELECTRICAL WORK

PART 1 – GENERAL

1.01 SUMMARY

- A. The work to be done under this article of the Specifications consists of the furnishing and installation of electrical work, including but not limited to the following.
- B. Removal of the existing exterior lighting, pole, associated wiring, and electrical equipment, as indicated.
- C. Provide service equipment and lighting controls for parking lot lights.
- D. Provide pole-mounted exterior lighting, as indicated, including, but not limited to, luminaires, branch circuiting, lighting controls, and associated control wiring.
- E. Provide point-to-point illumination calculations for parking lot lighting.
- F. Perform night illumination testing; document results of tests.
- G. Immediately report and pay for damages to existing equipment and facilities.

1.02 COORDINATION WITH OTHER TRADES

During pricing and construction, Contractor shall coordinate his work with other trades to avoid omissions and overlapping of responsibilities.

1.03 SPECIAL CONDITIONS

- A. Contractor shall arrange for any required inspections and acceptance of new work.
- B. Electrical outages shall be granted at the convenience of the State. Requests for electrical outages shall be submitted, in writing, a minimum of 3 weeks prior to the requested outage date, and shall be approved by the Construction Manager. The request shall indicate the date and time of the requested outage, and the proposed outage duration.
- C. The Contractor shall schedule and coordinate work with Hawaiian Electric Company (HECo).
- D. The Construction Manager shall be allowed to witness all tests. The Contractor shall schedule all testing, in writing, with the Construction Manager, a minimum of two (2) weeks prior to testing.

1.04 RULES AND PERMITS

- A. The entire installation shall be done in strict accordance with the latest rules and regulations of the National Electrical Code and any applicable local electrical ordinances.

- B. The Contractor shall arrange for periodic inspections by the local authorities and shall deliver certificates of completion and inspection to the Construction Manager.
- C. All work shall be inspected by the proper local authorities as it progresses.

1.05 SHOP DRAWINGS

- A. The Contractor shall submit shop drawings for the following items:
 - 1. Luminaires and appurtenances.
 - 2. Wood poles.
 - 3. Panelboards.
 - 4. Lighting contactors.
 - 5. Time clock.
 - 6. Overhead cables.
 - 7. Computer generated point-to-point illumination calculations documentation for parking lot lighting.

1.06 SYMBOLS

The standard electrical symbols, together with the special symbols, notes and instructions indicated on the Drawings, describe the work required and are to be included as a part of these Specifications.

1.07 DRAWINGS AND COORDINATION OF WORK

- A. These Specifications are accompanied by Drawings indicating the location of work to be performed.
 - 1. The Drawings and these Specifications are complementary, each to the other, and what is called for by one shall be as binding as if called for by both.
 - 2. Every effort has been made to indicate clearly and specifically all work required to be performed by the Contractor; however, any item of material, equipment or work not specifically called for herein or on the Drawings but which is required to complete the installation so that it will conform to the National Electrical Code, local laws, and the intent and meaning of the plans and Specifications, shall be furnished and installed by the Contractor at no additional cost to the State.
 - 3. Locations of equipment unless shown on detail Drawings or specifically described as to location, are to be considered approximate only.
 - 4. The Contractor shall check the Drawings and details. It shall locate the equipment in a neat and symmetrical arrangement.

5. Before work is started any equipment may be relocated within ten (10) feet of the designated locations shown on the plans at no additional cost to the State, when so ordered by the Construction Manager.

1.08 PRE-CONSTRUCTION POINT TO POINT ILLUMINATION CALCULATIONS

Point to point illumination calculations for the parking lot lights shall be based on following criteria: Calculate horizontal illumination in footcandles at all grid points. Each calculation grid points shall not be more than 10 feet on center, left to right and top to bottom within the parking area and driveway within the identified property line in the plan. Calculated lighting level shall have minimum average footcandle and illumination ratio indicated on the plan. After meeting the lighting level requirements, prepare scale plans indicating the location of the calculation points and the horizontal illumination values, in footcandles, associated with each point. Submit for approval prior to start of the construction. Repeat calculation procedures as described above until the plans and results provided are approved.

PART 2 – PRODUCTS

2.01 GENERAL

- A. Materials and equipment shall be new (unless otherwise specified herein) and shall bear the inspection label of the Underwriter's Laboratories, Inc. where such inspection and labeling service is rendered for the materials and equipment in question.
 1. Brand names and catalog numbers used herein to specify materials and equipment (unless otherwise noted) are to indicate the standards of design and quality required. Materials and equipment of equal quality of other manufacturers will be accepted subject to the approval of the Construction Manager.

2.02 ASBESTOS PROHIBITION

No asbestos containing materials shall be used under this section. The Contractor shall insure that all materials incorporated in the project are asbestos-free.

2.03 LUMINAIRES

- A. Provide luminaires complete with necessary lamps, ballasts, starters, and accessories, according to the Drawing. All luminaires shall be supplied complete with lamps.
 1. Provide luminaires with IES distribution as indicated, complete with HPS lamps, ballasts, mounting brackets compatible with pole mast arm and accessories.
 2. HPS lamps shall be as indicated.
 3. HPS ballast shall be integral, high power-factor, and ETL/CBM certified with thermal protection Class P, UL listed.
 4. Grease all mounting screws.

5. Special Tools: Provide special tools as required to service and maintain light fixtures, including special screwdrivers for tamperproof screws.
6. Provide factory-applied corrosion-resistant finish.

2.04 WOOD POLES

Wood poles machine trimmed by turning. Douglas Fir conforming to ANSI 05.1 and RUS 1728F-700. Girth, bore, and roof poles before treatment. Pressure treat poles with pentachlorophenol in accordance with AWPA C1 and AWPA C4 as referenced in RUS 1728F-700. The quality of each pole shall be ensured with "WQC" (wood quality control) brand on each piece, or by approved inspection agency report.

2.05 MAST ARMS

Mast arms shall be made of seamless aluminum tubing conforming to ASTM B 221, and shall be of type, size, and length as indicated. Mast arm shall be tapered elliptically, self-supporting mast arms. Ends of mast arms shall be completed in 2" slipfitter with inner-wired typed pole plates.

2.06 TERMITE BARRIER

Provide stainless steel mesh termite barrier for each wooden pole. Termit-Mesh Termite Control System or approved equivalent.

2.07 GUY STRAND

ASTM A 475, high-strength, Class A or B, galvanized strand steel cable. Guy strand shall be 1/2 inch in diameter with a minimum breaking strength of not less than 6,000 lbs. Provide guy terminations designed for use with the particular strand and developing at least the ultimate breaking strength of the strand.

2.08 ROUND GUY GUARDS

- A. Vinyl or PVC material, yellow colored, 8 feet long and shatter resistant at sub-zero temperatures.

1. Guy Attachment: Thimble eye guy attachment.

2.09 ANCHORS AND ANCHOR RODS

Anchors shall be concrete deadman type as indicated or anchor suitable for embedment in rock where required. Anchor rods shall be thimble-eye, 1 inch diameter by 8 feet long. Anchors and anchor rods shall be hot dip galvanized. Provide anchors suitable for embedment in solid rock, where required.

2.11 GROUND RODS

- A. Copper clad steel ground rods at least 3/4 inch in diameter and 10 feet long. Die-stamp each near top with name or trademark of manufacturer and length of rod in inches. Rods shall have a hard, clean, smooth, continuous, surface throughout length of rod.
 - 1. Ground Wire: Provide soft drawn copper wire ground conductors a minimum No. 4 AWG. Ground wire protectors may be either PVC or half round wood molding. Wood molding shall be fir, pressure treated in accordance with AWPA C25, or shall be cypress or cedar.

2.12 PANELBOARDS

- A. Mounting, voltage rating, main bus capacity, breaker complement and lugs as specified on Drawings, complete with housing, door, trim, lock, and typewritten circuit directory. Provide ground bus for all panels.
- B. Panelboards shall have copper bussing with bolt-on, molded case circuit breakers. Provide 1-inch-per-pole breakers, half-size breakers not allowed. Circuit breaker complement short circuit ratings shall be fully rated. Use of series rated equipment will not be permitted.
- C. All locks shall be common-key type. Furnish 10 sets of keys to the Construction Manager.
- D. Panel housing shall be NEMA 4X, Type 316 stainless steel.

2.13 PANELBOARD CIRCUIT BREAKERS

Circuit breakers for installation in panelboards shall be compatible with equipment, with ratings as indicated on the Drawings.

2.14 LIGHTING CONTACTOR

20A contacts, coil voltage to match lighting circuit voltage, number of poles as indicated, electrically held. Lighting contactor shall be housed in NEMA 4X, Type 316 stainless steel enclosure.

2.15 TIME CLOCK

Shall be equipped with a self-starting, synchronous drive motor, a 7-day dial calibrated for 21 degrees north latitude, an electrically wound carry over spring mechanism providing a minimum of 10 hours of operation during periods of power outages. Time switch shall be 2-pole with 120 volt timing meter and contact ratings as required to match lighting circuit, 60 cycles with 20 ampere contacts. Time switch shall be equipped with manual bypass switch and shall be housed in NEMA 4X, Type 316 stainless steel enclosure.

2.16 RACEWAYS

- A. Rigid Steel Conduit: Rigid steel, zinc-coated inside and outside, for use with threaded fittings.
- B. Plastic Conduit: Polyvinyl chloride, Schedule 40 and Schedule 80, as indicated. Provide a separate green equipment grounding conductor.

2.17 OUTLET AND SMALL JUNCTION BOXES

Nominal size 4 inch, minimum depth 1-1/2 inch cast iron or ferrous alloy, prime painted and galvanized and coated with a three-coat epoxy-polyamide system, finished to match adjacent surfaces, with threaded hubs for conduit connection.

2.18 WIRE AND CABLE

- A. Conductors: All conductors shall be copper, No. 12 AWG minimum. No. 8 AWG and larger diameter shall be stranded; No. 10 AWG and smaller shall be solid. Do not provide wires and cables manufactured more than 12 months prior to the date of delivery to the site. Aluminum conductors shall not be provided.
- B. Color Coding: Provide for feeder and branch circuit conductors. Color shall be green for grounding conductors and white for neutral conductor. Color of ungrounded conductors shall be as follows:
 - 1. 120/240 volt, single phase:
 - a. Phase A - black
 - b. Phase B - red
- C. Insulation: Conductors shall be Type XHHW, unless otherwise noted.
- D. Overhead Cable: Aerial cable, 8000 Series, aluminum. Type NSD, XHHW, 600V.

2.19 HARDWARE, SUPPORTS, BACKING, ETC.

All hardware, supports, backing and other accessories necessary to install electrical equipment shall be provided. Iron or steel materials shall be stainless steel, where available. Where stainless steel is not available, materials shall be galvanized and coated with a three-coat epoxy-polyamide system for corrosion protection. Touch up paint after installation. Non-ferrous materials shall be brass or bronze. Channel irons shall be stainless steel, unless otherwise indicated.

PART 3 – EXECUTION

3.01 GENERAL

- A. Comply with local County ordinances and regulations. Workmanship subject to approval of Construction Manager and inspectors of the utilities who shall be afforded every opportunity to determine skill and competency.
- B. Construction shall conform to construction practices as recommended by American Electricians practices as recommended by American Electricians Handbook by Croft (latest edition), National Electrical Code, National Electrical Safety Code, and applicable instructions of manufacturers of equipment and materials supplied for project.

3.02 WIRING SYSTEM

Unless otherwise indicated or specified herein, wiring shall consist of single conductor cables installed in conduit in areas where permitted by the National Electrical Code.

3.03 INSTALLATION OF CONDUIT

- A. Conduits with respect to size and routing shall be installed exactly as shown on the Drawings. No deviation from the plan shall be permitted except to increase the size of conduits if necessary to accommodate the required size and number of conductors to be installed therein.
- B. Conduits shall be installed approximately where shown. The exact location of conduits and conduit supports shall be determined after careful consideration has been given to the location of other existing electrical and mechanical work, structural members, etc.
- C. Conduit system shall be continuous from outlet to outlet or fitting to fitting so that electrical continuity is obtained between all conduits of the system.
- D. Conduits cut square and inner edges reamed. Butt together evenly in couplings.
- E. Use of running threads not permitted. Where conduits cannot be joined by standard threaded couplings, approved water- tight conduit unions shall be used.
- F. Except where otherwise permitted by NFPA 70, conduits shall be securely and rigidly fastened in place at intervals of not more than 10 feet and within 3 feet of boxes, cabinets, and fittings, with approved pipe straps, wall brackets, conduit clamps, conduit hangers, threaded C-clamps, beam clamps, or ceiling trapeze. Loads and supports shall be coordinated with supporting structure to prevent damage to the structure. Powder charge driven studs and anchors will not be permitted.
- G. Changes in direction shall be made with symmetrical bends or cast metal fittings. Manufactured bends shall have a minimum radius of 18 inches. Make bends and offsets with hickey or conduit- bending machine. Do not use vise or pipe tee. Flattened crushed or deformed conduit not acceptable. Trapped raceways shall be avoided.

- H. Cap conduits during construction with plastic bushings to prevent entrance of dirt or moisture. Swab all conduits and dry before installing wires.
- I. Conduits cut square and inner edges reamed with manufacturers' approved tool. Butt together evenly in couplings.
- J. Install insulating bushings and two locknuts on each end of every conduit run at enclosures and boxes. Provide grounding bushings as required.

3.04 POLE SETTING

- A. Provide pole holes at least as large at the top as at the bottom and large enough to provide 4 inch clearance between the pole and side of the hole. Provide a 6 inch band of soil around and down to the base of the pole treated with 2 to 3 gallons of a one percent dursban TC termiticide solution.

1. Setting Depth of Pole:

Length of Pole (feet)	Setting in Soil (feet)	Setting in Solid Rock (feet)
35	6.0	4.0
40	6.0	4.0
45	6.5	4.5

- 2. Setting in Soil, Sand, and Gravel: "Setting in Soil" depths, as specified in paragraph entitled "Setting Depth of Pole," apply where the following occurs:
 - a. Where pole holes are in soil, sand, or gravel or any combination of these;
 - b. Where soil layer over solid rock is more than 2 feet deep;
 - c. Where hole in solid rock is not substantially vertical; or
 - d. Where diameter of hole at surface of rock exceeds twice the diameter of pole at same level. At corners, dead ends and other points of extra strain, poles 40 feet or more long shall be set 6 inches deeper.
- 3. Setting in Solid Rock: "Setting in Solid Rock," as specified in paragraph entitled "Setting Depth of Pole," applies where poles are to be set in solid rock and where hole is substantially vertical, approximately uniform in diameter and large enough to permit use of tamping bars the full depth of hole.
- 4. Setting With Soil Over Solid Rock: Where a layer of soil 2 feet or less in depth over solid rock exists, depth of hole shall be depth of soil in addition to depth specified under "Setting in Solid Rock" in paragraph entitled "Setting Depth of Pole," provided, however, that such depth shall not exceed depth specified under "Setting in Soil."
- 5. Setting on Sloping Ground: On sloping ground, always measure hole depth from low side of hole.

6. Backfill: Thoroughly tamp pole backfill for full depth of the hole and mound excess fill around the pole.

3.05 POLE CAPS

Provide plastic pole caps with 1/4 inch sealing rings and four nailing tabs. Fill sealing area with either a bituminous, elastigum roof cement or an acceptable preservative paste to level of sealing ring to eliminate possibility of condensation. Place on pole top and nail each tab down with a 1 1/4 inch nail.

3.06 ANCHORS AND GUYS

- A. Place anchors in line with strain. The length of the guy lead (distance from base of pole to the top of the anchor rod) shall be as indicated.
 1. Setting Anchors: Set anchors in place with anchor rod aligned with, and pointing directly at, guy attachment on the pole with the anchor rod projecting 6 to 9 inches out of ground to prevent burial of rod eye.
 2. Backfilling Near Anchors: Backfill plate anchors with concrete and tightly tamped earth as indicated.
 3. Setting Guy Strands: Complete anchor and guy installation, dead end to dead end, and tighten guy before wire stringing and sagging is begun on that line section. Provide strain insulators at a point on guy strand 8 feet minimum from the ground and 6 feet minimum from the surface of pole.

3.07 HARDWARE

Provide hardware with washer against wood and with nuts and lock nuts applied wrench tight. Provide locknuts on threaded hardware connections. Locknuts shall be M-F style and not palnut style.

3.08 GROUNDING

- A. Unless otherwise indicated, grounding shall conform to IEEE C2. Pole grounding electrodes shall have a resistance to ground not exceeding 25 ohms. When work in addition to that indicated or specified is directed in order to obtain specified ground resistance, provisions of the Contract covering changes shall apply.
 1. Ground Rod Connections: Make ground rod connections on pole lines by exothermic weld or by using a compression connector for ground wire or wire to rod connections. Make exothermic welds strictly in accordance with manufacturer's written recommendations. Welds which have puffed up or which show convex surfaces indicating improper cleaning, are not acceptable. No mechanical connectors are required at exothermic weldments. Compression connectors shall be type that uses a hydraulic compression tool to provide correct pressure. Provide tools and dies recommended by compression connector manufacturer. An embossing die code or similar method shall provide visible indication that a connector has been fully compressed on ground wire.

3.09 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 or water based wire pulling lubricant may be used as a lubricant for drawing wires through conduit. No other means of lubricating will be allowed.
- D. Form neatly in enclosures for minimum of crossovers.

3.10 SPLICING OF WIRE AND CABLE

- A. Wires shall be formed neatly in enclosures and boxes.
- B. Splices made according to NEC Article 110.
- C. Splices shall be reinsulated. Remove all sharp points that can pierce tape. Use Minnesota Mining and Manufacturing Co. "Scotch" #33 tape, or equal.

3.11 UNDERGROUND DUCT WITH OR WITHOUT CONCRETE ENCASEMENT

- A. Construct underground duct lines of individual conduits. The conduit shall be of PVC. Provide concrete encasement where indicated on drawing. The concrete encasement surrounding the bank shall be rectangular in cross-section and shall provide at least 3 inches of concrete cover for ducts.
 - 1. Duct lines shall have a continuous slope downward toward handholes and away from buildings with a pitch of not less than 3 inches in 100 feet. Except at conduit risers, accomplish changes in direction of runs exceeding a total of 10 degrees, either vertical or horizontal, by long sweep bends having a minimum radius of curvature of 25 feet. Sweep bends may be made up of one or more curved or straight sections or combinations thereof. Manufactured bends shall have a minimum radius of 18 inches for use with conduits of less than 3 inches in diameter and a minimum radius of 36 inches for ducts of 3 inches in diameter and larger.
 - 2. Terminate conduits in end-bells where duct lines enter handholes. Separators shall be of precast concrete, high impact polystyrene, steel, or any combination of these. Stagger the joints of the conduits by rows and layers so as to provide a duct line having the maximum strength. During construction, protect partially completed duct lines from the entrance of debris such as mud, sand and dirt by means of suitable conduit plugs. As each section of duct line is completed from handhole to handhole, draw a brush through having the diameter of the duct, and having stiff bristles until the conduit is clear of all particles of earth, sand, and gravel; then immediately install conduit plugs.

3.12 BOXES AND ENCLOSURES

Boxes to be plumb and exactly flush. Close all unused knockout holes.

3.13 GROUNDING

- A. Provide grounding for entire electrical installation as required by Article 250 of the National Electrical Code.
- B. Final connection to equipment, raceways, wiring devices, and other metallic parts directly exposed to ungrounded electric conductors shall be No. 14 AWG minimum, copper, NEC type TW, green insulation. Use approved bonding terminal at panels.
- C. All grounding wire runs shall be routed together with circuit conductors.
- D. Install ground wire in all conduits, sizes per Article 250 of the National Electrical Code.

3.14 DEMOLITION

- A. Completely remove the existing luminaires, appurtenant equipment, conduit, and wiring indicated for removal. Restore all surfaces and finishes to match existing.
- B. Dispose of all removed equipment in accordance with State Department of Health requirements.

3.15 FINISHING

- A. All cutting that may be required for the complete installation of the electrical work shall be carefully performed and all patching shall be finished in first-class condition by the Contractor.
- B. Close unused knockouts in boxes or enclosures with metal cap.
- C. Wipe clean all new exposed raceways and enclosures with rag and solvent. New unfinished raceways and enclosures shall be prime-painted and finished to blend into background. (Do not cover nameplates.) Factory finished enclosures shall not be painted.

3.16 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 Construction Manager. Need for remedial work determined by Construction Manager as attributable to poor coordination and workmanship shall be cause for reconstruction to the satisfaction of the Construction Manager.
 - 1. Attachment of electrical equipment to wood and steel by non-ferrous screws or bolts. Attachment to concrete by expansion anchors. Powder charge driven studs and anchors will not be permitted.

2. Repair newly exposed surfaces or holes left by removal of electrical equipment to match existing.
3. Furnish necessary test equipment and make all test necessary to check for unspecified grounding, shorts and wrong connections. Correct faulty conditions, if any.

3.17 CLEANING AND REPAIRING

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 the State's property and from all public and private property, at his own expense, all temporary structures, rubbish and waste material resulting from his operations.

3.18 TESTING AND INSPECTION

- A. All testing shall be witnessed by the Construction Manager. The Contractor shall schedule all testing with the Construction Manager, in writing, a minimum of two (2) weeks prior to testing.
 1. If the Construction Manager (or his representative) discovers any errors, the Contractor, at his own expense, shall go over all similar portions of the entire job, taking the necessary or directed remedial action.
 2. If the Construction Manager (or his representative) shall discover any of the following errors, the Contractor, at his own expense, shall go over all similar portions of the entire job, taking the necessary or directed remedial action.
 - a. Impaired clearances
 - b. Improper finish
 - c. Improper adjustment
 3. Measure at night the actual horizontal illumination on the finish grade. Measurements shall be taken utilizing a photometric instrument, factory calibrated within six months of the test. Verify measured values satisfy the lighting level requirements as described in the Contract documents. If the measured values do not meet the specified requirements, make the necessary adjustments to meet the lighting level requirements. Measure horizontal illumination in footcandles at all grid points, 50 feet on center, left to right and top to bottom with the target area identified in Contractor's shop drawings. Up to 30 additional points will be selected prior to execution of tests, by the Construction Manager, or a representative contracted to aid the Construction Manager. After meeting the lighting level requirements, prepare scale plans indicating the location of the measured points and the horizontal illumination values, in footcandles, associated with each point. Provide plans which include locations of each luminaire. Submit for approval the plans within 10 working days from the day the test was performed. Repeat the testing procedures as described above until the plans and results provided are approved.

4. Furnish necessary test equipment and make all tests necessary to check for unspecified grounding, shorts and wrong connections. Correct faulty conditions, if any.
5. The Contractor shall show by demonstration in service that all circuits and devices are in operating condition. Tests shall be such that each item of control equipment will function not less than five times.
6. Wherever test or inspection reveals faulty materials or installation, the 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.

3.19 COMPLETION

The entire electrical installation shall be complete in every detail as specified, ready for use and tested, free of all accidental grounds and short circuits. The installation shall not be considered complete until "As-Built" drawings have been submitted and approved.

3.20 GUARANTEE

The Contractor shall submit a written warranty stating that all parts of the electrical system be free from defects of material and workmanship. Any defects occurring within one year after final acceptance shall be corrected by the Contractor at no cost to the State.

END OF SECTION

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DIVISION 31

EARTHWORK

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SECTION 31 11 00 – CLEARING AND GRUBBING

PART 1 – GENERAL

1.01 GENERAL REQUIREMENTS

As specified in SECTION 01 11 00 – SUMMARY OF WORK.

1.02 DESCRIPTION OF WORK

Furnish all labor, materials and equipment necessary for removing and disposing of vegetative and unwanted material for areas of proposed development or improvement. The Contractor shall clear the premises of all obstacles and obstructions, the removal of which will be necessary for the proper reception, construction, execution and completion of other work included in this Contract. The Contractor shall clear (only) the gravel capped lots (Lots 2, 4, 6, 8). The Contractor shall clear and grub the AC paved parking lots (Forrest Avenue and Piano Parking Lots) prior to grading.

1.03 RELATED SECTIONS

- A. SECTION 01 73 00 – EXECUTION.
- B. SECTION 01 35 43 – ENVIRONMENTAL PROCEDURES.
- C. SECTION 31 25 00 – EROSION AND SEDIMENTATION CONTROL.

1.04 LIMITS

The limits of clearing and grubbing shall cover the entire site as needed to construct the proposed site improvements as indicated on the Drawings.

1.05 PRECAUTIONS

- A. The Contractor shall take extra precaution when working near any culturally sensitive areas within the project site in accordance with the archaeological requirements listed in SECTION 01 11 00 – SUMMARY OF WORK.
- B. The Contractor shall protect from injury and damage all surrounding trees, plants, etc., and shall leave all in as good as condition as at present. Any damage to existing improvement shall be repaired or replaced by the Contractor at his expense to the satisfaction of the Construction Manager.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION

3.01 CLEARING

Unless indicated elsewhere in these Contract Documents, clear the natural ground of loose vegetative and unwanted material interfering with the proposed work. Vegetative material includes, but is not limited to, weeds, brush, roots, stumps, trees, logs, roots of downed trees, residue of agricultural crops, and grass. Unwanted material includes, but is not limited to, rubbish, lumber, metal poles, scrap metal, trash piles and other loose debris.

3.02 GRUBBING (FORREST AVENUE AND PIANO PARKING LOT)

- A. After clearing has been completed, the Forrest Avenue and Piano Parking Lot sites shall be stripped of the organically contaminated near-surface soils to a minimum depth of 6 inches. Completely remove stumps, trees and roots to a minimum of 3 feet below existing ground level. Remove all large roots in excess of 2 inches in diameter, and backfill and compact the resulting depression. All debris accumulated from this operation shall be completely removed from the premises by the Contractor at his expense.
- B. Grub the area below the natural ground surface within the limits specified above of vegetative and unwanted material interfering with the proposed work.
- C. Completely remove stumps and roots and nonperishable solid objects. Backfill stump holes and other holes with structural material and compact according to SECTION 31 22 00 – GRADING.
- D. Soft and yielding areas encountered during clearing and grubbing shall be over-excavated to expose firm natural material, and the resulting excavation shall be backfilled with well-compacted engineered fill.
- E. In proposed structural areas, soft soil is to be removed and disposed of off-site.

3.03 REMOVAL AND DISPOSAL OF MATERIAL

All cleared or grubbed materials shall become the property of the Contractor and shall be hauled away from the site and disposed of by the Contractor at his expense to an authorized land disposal site. No burning to dispose of this material will be permitted. No materials shall be dumped on private or public property without proper authorization.

END OF SECTION

SECTION 31 22 00 – GRADING

PART 1 – GENERAL

1.01 GENERAL REQUIREMENTS

- A. As specified in SECTION 01 11 00 – SUMMARY OF WORK.
- B. All work shall be in accordance with the Soils Report titled, “Soils Investigation Temporary Parking Lots 7.5 and 3.3 Acre Parcels Kakaako, Oahu, Hawaii dated June 19, 2009”, including any amendments. Grading shall be carried to the lines and grades as shown on the drawings or as directed by the Construction Manager.
- C. All work shall be in accordance with SECTION 01 35 43 – ENVIRONMENTAL PROCEDURES.
- D. The elevations provided on the drawings represent finish ground conditions. The Contractor shall adjust his work accordingly to account for a 6-inch thick topsoil layer.
- E. Grading shall be carried to the lines and grades as shown on the drawings or as directed by the Construction Manager.

1.02 DESCRIPTION OF WORK

Furnish all labor, materials and equipment necessary for earthwork and gravel capping as indicated on the drawings and specified herein.

1.03 RELATED SECTIONS

- A. SECTION 01 33 00 – SUBMITTAL PROCEDURES.
- B. SECTION 01 73 00 – EXECUTION.
- C. SECTION 02 40 00 – DEMOLITION AND STRUCTURE MOVING.
- D. SECTION 01 35 43 – ENVIRONMENTAL PROCEDURES.
- E. SECTION 31 25 00 – EROSION AND SEDIMENTATION CONTROL.

1.04 QUALITY ASSURANCE AND CODES

- A. **Source Quality Control**: Test import materials proposed for use to demonstrate that the materials conform to the specified requirements. Tests shall be performed by an independent testing laboratory and paid for by the Contractor.
- B. **Field Dry density and Moisture Content Tests**: Submit field test data sufficiently in advance of construction so as not to delay work. Furnish a drawing showing test locations, test numbers, and elevations. Submit test results within 3 days of test date. Field density tests shall be performed for subgrade of excavation for pavements, areas to receive fill, and backfill and fill lifts.

- C. Test for Moisture-Density Relations: Submit test results for each material at least 7 days prior to compacting of each material
- D. Testing and Reporting: The Contractor shall verify testing and reporting requirements with the Construction Manager and prior to the start of earthwork operations.

1.05 SUBMITTALS

- A. Test Reports: Submit test reports as directed by the Construction Manager. Contractor shall verify all requirements prior to the start of earthwork operations.
 - 1. Certification of Compaction: An independent geotechnical testing laboratory shall test and certify all compaction work. Certifications and test results shall be submitted to the Construction Manager within three (3) days of the test.
 - 2. Field Dry Density and Moisture Content Tests: Submit field test data not listed above sufficiently in advance of construction so as not to delay work. Furnish a drawing showing test locations, test numbers, and elevations. Submit test results within 3 days of test date.
 - 3. Manufacturer's product literature: Submit manufacturer's product literature including description of material and physical properties and laboratory test data for bedding material, sub-bedding material, general fill, and structural fill to the Project Engineer for approval at least 15 calendar days prior to construction.

1.06 PROTECTION

- A. Sediment and Erosion Control: The Contractor shall incorporate the Temporary Erosion Control Measures and the Permanent Erosion Control procedures as specified in the Contract and in these Specifications.
- B. 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 areas.

1.07 SPECIAL CONSIDERATIONS

Special considerations will be required in the construction of the project due to existing surface and subsurface soil conditions. These include the following:

- A. Erosion control measures shall be provided by the Contractor until the completion of construction. The Contractor shall be responsible for providing protection to graded areas against action of the elements.
- B. If the actual soil conditions encountered during construction are different from those assumed or considered in the Soils Report, the Contractor shall notify the Construction Manager immediately.

- C. The Contractor shall ensure that work at the site does not cause significant deterioration of existing air quality. Specifically, the Contractor shall ensure compliance with ambient air quality standards established in HAR 11-59 and shall comply with air pollution control requirements specified in HAR 11-60.1. The Contractor shall be responsible for conducting area air monitoring to detect potential air emissions from the property. If, at any time, area air monitoring indicates the presence of elevated contaminant concentrations at the property boundary, the Contractor will be required to take additional measures, at no additional cost to HCDA, to remedy the emissions to levels complying with all appropriate ambient air quality standards or to pre-established background levels identified by HCDA.

1.08 CONTRACTOR'S AND SOILS ENGINEER'S RESPONSIBILITIES

- A. The Contractor shall retain and pay for the services of a Soils Engineer to monitor and perform testing during the earthwork and utility trench excavation and backfilling operations and prepare and sign the final Grading Report. The Soils Engineer shall be a licensed Civil Engineer licensed in the state of Hawaii & specializing in geotechnical engineering with at least 5 years of licensed experience.
- B. All clearing, site preparation or earthwork performed on the project up to the approximate finish grade or roadway subgrades shall be conducted by the Contractor under the inspection of the Soils Engineer.
- C. It is the Contractor's responsibility to prepare the ground surface to receive the fills and to place, spread, mix, moisture condition, and compact the fill in accordance with the Specifications herein. The Contractor shall also remove all unsuitable and deleterious materials.
- D. It is also the Contractor's responsibility to have suitable and sufficient compaction equipment on the job site to handle the amount of fill being placed. If necessary, excavation equipment shall be shut down to allow completion of compaction. Sufficient watering apparatus will also be provided by the Contractor with due consideration for the fill material, rate of placement, and the time of year.
- E. The Contractor shall not implement blasting as a means for removal of material.
- F. The Soils Engineer shall promptly notify both the Contractor and the Construction Manager verbally of any failing compaction tests and the results of such tests to the extent the tests show a lack of compliance with Specifications. These items shall also be documented by the Soils Engineer.
- G. If field density test indicate inadequate compaction or moisture content, the Contractor shall moisture condition and recompact and retest until adequate compaction and adequate moisture content is achieved.
- H. During construction, drainage shall be provided to minimize ponding of water adjacent to or on foundation and pavement areas. Ponded areas shall be drained immediately. Any subgrade soil that has become soft due to ponding shall be removed to firm material and replaced with compacted structural fill.

PART 2 – PRODUCTS

- 2.01 Material imported or excavated on the property may be utilized as fill provided each material conforms to the Specifications herein. Roots, tree branches, and other deleterious materials missed during clearing operations shall be removed from the fill.
- 2.02 Fill and backfill material shall consist of soil which is free of organics and debris. The maximum size particle for fill and backfill material shall be 3 inches.
- 2.03 The onsite silty gravel, silty sand, and sand may be reused in compacted structural fills or backfills, provided the material is moisture conditioned to 2 percent above the optimum moisture content, and all rock and coral fragments larger than 3 inches in maximum dimension are removed.
- 2.04 Imported structural fill shall be well-graded, non-expansive granular material. Imported granular structural shall have a maximum particle size of 3 inches, and between 8 and 20 percent of soil by weight shall pass the #200 sieve. In addition, the plasticity index (P.I.) of that portion of the soil passing the #40 sieve shall not be greater than 10. Imported structural fill shall have a CBR expansion value of less than 1.0 percent and a minimum CBR value of 12 percent, when tested in accordance with ASTM D 1883.
- 2.05 Subsequent to acceptable clearing and grubbing, remove any surface material approved by the Construction Manager and stockpile at a convenient location for replacement as topsoil. Consult with the Construction Manager to determine suitability of topsoil, and to determine stockpile location and quantity of stockpile. Soils rejected by the Construction Manager as topsoil quality shall be removed.
- 2.06 Gravel cap material shall consist of well mixed crushed rock with a nominal size range of 1-1/2" to 3/4", free of trash, vegetation, corrosive, organic or decomposable material, or metals.

PART 3 – EXECUTION

3.01 SITE PREPARATION

- A. All areas within the limits of grading as indicated on the plans, shall be cleared of vegetation and deleterious materials such as rubbish shall be cleared and disposed of off-site. This removal shall be completed prior to excavating and filling.
- B. Any abandoned underground structures such as cesspools, cisterns, tunnels, septic tanks, wells, pipelines, or other structures not shown on the drawings that are discovered prior to grading shall be removed and the resulting depression backfilled and compacted in accordance with these Specifications.

3.02 FILL PLACEMENT

- A. Areas to receive fill shall be scarified to a depth of 6 inches, moisture conditioned to near optimum moisture (ASTM D1557) and then compacted to the degree of compaction specified in Section 3.05. If soft or loose spots are encountered, the loose/soft areas

shall be removed to firm material and the resulting depression shall be filled with properly compacted fill.

- B. In areas where fill is placed on existing ground that is steeper than 5 horizontal to 1 vertical, the existing ground surface shall be benched into firm soil as the fill is placed.
- C. Each layer of fill and backfill material shall be placed in lifts not exceeding 8 inches.
- D. Prior to placing of fill and backfill material, the material shall be aerated or moistened to near optimum moisture content (ASTM D1557 test procedure).

3.03 GRAVEL CAP PLACEMENT

- A. The gravel cap locations shall be staked in the field based on the construction drawings. The final site boundary at each location shall be determined in the field and approved by the Construction Manager.
- B. Grading stakes shall be placed in a 10-foot by 10-foot grid at each capping location to assist in verifying the design depth achieved.
- C. No grubbing or grading of any kind will be conducted on the existing surface (subgrade).
- D. The gravel cap shall be placed in a single lift of sufficiently loose thickness to achieve the design thickness.
- E. The gravel cap shall maintain a minimum design thickness of 6-inches as indicated on the project Drawings. Edges of gravel cap areas shall be tapered (2 horizontal [minimum] to 1 vertical), either at the subgrade or finish grade, so as to provide a smooth transition to the existing ground for pedestrian traffic.

3.04 SLOPES

- A. Fill slopes and cut slopes into soil materials shall not exceed 2 horizontal to 1 vertical.
- B. Fill slopes shall be constructed by either overfilling and cutting back to compacted soil or the slope shall be track-rolled at 5-foot vertical height intervals.
- C. All fill slopes should be planted or protected from erosion.

3.05 COMPACTION

- A. Relative compaction refers to the in-place dry density of soil expressed as a percentage of the maximum dry density of the same soil established in accordance with ASTM D 1557 test procedures. Optimum moisture is the water content (percentage by dry weight) corresponding to the maximum dry density.
- B. Each layer of fill and backfill shall be thoroughly compacted from edge to edge using conventional compaction equipment designed for the purpose. The minimum degree of compaction for each layer (as determined by the ASTM D1557 test procedure) shall be as follows:

1. Structural Fill (under and 3 feet beyond the edge of buildings) 95%
2. Roadway Fill

Top 3 feet below finished subgrade (FSG)	95%
Below 3 feet from FSG	90%
3. Non-structural fill 90%

3.06 FOUNDATIONS

- A. All loose and disturbed soil at the bottom of footing excavations shall be deepened such that the bottom of footing is below a 1 horizontal to 1 vertical plane projected from the bottom of the trench.
- B. If excessive sloughing of drilled pier walls are observed above the groundwater, or if drilled piers are extended below the groundwater level, temporary, non-corrugated steel casing may be used. The use of permanent casing will not be allowed.
- C. Concrete placed below the water level should be tremied through a pipe discharging below the surface of fresh concrete. Each drilled pier should be poured in one continuous lift. Construction or cold joist will not be allowed.

3.07 GRADING CONTROL

- A. Observation of the fill placement shall be provided by the Soils Engineer during the progress of grading.
- B. In general, density tests shall be made at intervals not less than 5,000 square feet per lift. In any event, an adequate number of field density tests shall be made to verify that the required compaction is being achieved.
- C. Density tests shall also be made on the surface material to receive fill and cut areas as required by the Soils Engineer.
- D. Where failing density tests occur, the Contractor and HCDA's representative will be verbally notified of such conditions followed by written communication from the Soils Engineer.

3.08 FINISHING

The complete excavation and fill surface shall be true to grade and elevation and shall provide a firm base. Tolerances shall be 0.10 feet.

END OF SECTION

SECTION 31 23 00 – EXCAVATION AND FILL

PART 1 – GENERAL

1.01 GENERAL REQUIREMENTS

As specified in SECTION 01 11 00 – SUMMARY OF WORK.

1.02 DESCRIPTION OF WORK

Furnish all labor, materials and equipment necessary for the trenching and backfilling of utility trenches as shown on the Contract Drawings and specified herein.

1.03 REFERENCES

- A. The “Standard Specifications for Public Works Construction”, September 1986, of the Department of Public Works, including all revisions, as applicable to the City and County of Honolulu, hereafter referred to as STANDARD SPECIFICATIONS, or as herein specified. (Paragraphs concerning Measurement and Payment are not applicable to this project.)
- B. The “Standard Details for Public Works Construction”, September 1984, of the Department of Public Works, including all revisions, as applicable to the City and County of Honolulu, hereafter referred to as STANDARD DETAILS, or as herein specified.

1.04 RELATED SECTIONS

- A. SECTION 01 33 00 – SUBMITTAL PROCEDURES.
- B. SECTION 01 73 00 – EXECUTION.
- C. SECTION 01 35 43 – ENVIRONMENTAL PROCEDURES.
- D. SECTION 31 25 00 – EROSION AND SEDIMENTATION CONTROL.

1.05 SUBMITTALS

- A. Submit in accordance with SECTION 01 33 00 – SUBMITTAL PROCEDURES.
 - 1. Test Reports: Submit test reports as directed by the Construction Manager. Contractor shall verify all requirements prior to the start of earthwork operations.
 - 2. Certification of Compaction: Geotechnical testing laboratory shall test and certify all compaction work. Certifications and test results shall be submitted to the Construction Manager within three (3) days of the test.
 - 3. Manufacturer’s product literature: Submit manufacturer’s product literature including description of material and physical properties and laboratory test data for bedding material, sub-bedding material, and structural fill to the Construction Manager for approval at least 15 calendar days prior to construction.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. General: Refer to the aforementioned City and County STANDARD SPECIFICATIONS for materials not listed below.
- B. Satisfactory Soil: Satisfactory soil materials are defined as those complying with ASTM D 2487 soil classification ground GW, GP, GM, SM, SW and SP.
- C. Unsatisfactory Soil: Unsatisfactory soil materials are defined as those complying with ASTM D 2487 soil classification groups GC, SC, ML, MH, CL, CH, OL, OH and PT.

PART 3 – EXECUTION

3.01 SITE PREPARATION

- A. Prior to trenching for new utility lines within existing paved areas, the areas along the proposed utility alignment should be prepared by saw-cutting and removing the existing pavements. All old pavements shall be demolished and removed off-site by the Contractor at his own expense in compliance with all regulatory agency requirements.
- B. Prior to trenching and excavating for the new utility lines and manhole installations, the as-built conditions of all underground utilities and structures, including mains and laterals, should be field verified to check on their locations and depths.
- C. The location of the existing utilities shown on the Plans is approximate. The Contractor shall physically verify the location and elevation of the existing utilities indicated prior to starting construction. The Contractor shall scan the project site with electromagnetic and sonic equipment and mark the surface of the ground where existing underground utilities are discovered.
- D. Any existing underground utilities and structures that may interfere with the new utility lines should be removed and/or relocated, if still in use. The remaining portions of any lines to be abandoned and left in-place should be properly cut and plugged.

3.02 TRENCH EXCAVATION AND DEWATERING CONSIDERATIONS

- A. Excavation and trench stability are the responsibility of the Contractor. Excavation and trenches shall be shored and braced to prevent cave-ins of the walls on manhole pits and subsidence of areas adjacent to the trench. In addition, when excavating near or under existing structures or facilities, the Contractor shall be responsible not only for properly sheeting and bracing the excavation but also for stabilizing the existing ground to render it safe and secure from possible slides, cave-ins, ground movements, settlements, instability, and undermining, and for properly supporting existing structures and facilities with beams, struts, or underpinning to fully protect them from damage.
- B. The Contractor's excavation support and dewatering system shall protect against excavation instability, boiling, and/or blow out of the excavation and trench bottoms,

damage to existing utilities, and settlement and/or ground movements, instability, and distress to buildings, structures, and pavements. The need and requirements for underpinning of structures near the proposed new lines shall be determined by the Contractor. All phases of trenching, excavations, and shoring shall be performed in accordance with applicable Federal, State, and local safety regulations, including current OSHA trench excavation safety standards.

- C. The trench width shall be kept to a minimum to reduce the potential for ground settlements. The trench payment width shall be as specified on the Plans.

3.03 PIPE SUBGRADE TREATMENT

- A. Prior to the placement of any bedding or sub-bedding material, the bottom of the trenches shall be compacted to provide a firm bottom and to check for yielding and soft areas. Any yielding or soft areas that do not readily compact shall be excavated to firm soils and replaced with sub-bedding material. Compaction is not required if the excavation bottom consist of hard, intact basaltic rock or coral.
- B. The bedding material should be placed and compacted as indicated in the applicable section of the City and County STANDARD SPECIFICATIONS.

3.04 TRENCH BACKFILL, PLACEMENT AND COMPACTION

- A. Backfill material to be used above the pipe bedding shall be well-graded from fine to coarse and free of vegetation, organics, debris, trash, concrete, old pavements, and particles larger than three (3) inches in maximum dimension. This material shall have a CBR swell of less than 1.0 percent, and a CBR value of at least 10 percent. It shall not be used in the top 24 inches of the backfill under pavements.
- B. Soil materials that are deemed not suitable for trench backfill may be stockpiled for possible reuse in landscape or yard area as topsoil. Otherwise, these materials shall be hauled to a suitable disposal site in accordance with federal, state, county, and city regulations.
- C. Oversized basaltic rock particles resulting from the excavation process shall not be used in the trench and excavation backfill unless it can be crushed and screened to provide a well graded, fine to coarse granular mixture conforming to the trench backfill requirements stated herein.
- D. Nesting of cobbles and boulders in the backfill for trench and manhole excavations shall not be allowed.
- E. Imported material for trench backfill and backfill around manholes, if needed, shall conform to Select Borrow for Subbase Course, Section 30, of the STANDARD SPECIFICATIONS. In addition, the plasticity index of that portion of soil passing the sieve shall not be greater than 10.
- F. All trench backfill and imported materials shall be checked and tested by a qualified geotechnical engineer before they are used in backfills at the site.

- G. Where compaction and minimum compaction requirements are indicated, test trench backfill for moisture-density relations in accordance with ASTM D1557-02. Perform at least one moisture-density relations test for each material used and provide additional test for each change of source. Perform one field density test and moisture content test in accordance with ASTM D1556 or ASTM D2922 and ASTM D3017 per 100 feet or fraction thereof of trench backfill in each lift but not less than one test per lift. Where test results indicate inadequate compaction, Contractor shall recompact and retest until adequate compaction is achieved. Furnish a plan showing test locations, test number, elevation, and test results to the Construction Manager within 3 days of test date.
- H. The trench backfill above the pipe bedding and to within 24 inches of the top of pavement shall be placed in not more than 8-inch thick horizontal loose lifts, moisture conditioned to between optimum and 2 percent wet of optimum moisture content for the material being placed, and compacted to a relative compaction of at least 90 percent.
- I. Relative compaction is defined as the dry density of the compacted material expressed as a percentage of the maximum dry density of the same material based on ASTM D1557-02 test procedures.
- J. Care shall be taken to protect the pipes from damage during the backfilling operations. The bedding materials shall be placed and tamped, supplemented by hand shoveling, to provide full contact with the entire periphery of the pipes. Jetting of the trench bedding and backfill shall not be allowed.
- K. Remove the support system from the trench excavation in a manner to avoid undermining of adjacent structures, facilities, utilities, and pavements. The support system removed from the trench excavation shall remain the property of the Contractor and shall be removed from the site.

END OF SECTION

SECTION 31 25 00 – EROSION AND SEDIMENTATION CONTROL

PART 1 – GENERAL

1.01 GENERAL REQUIREMENTS

As specified in SECTION 01 11 00 – SUMMARY OF WORK.

1.02 DESCRIPTION OF WORK

Furnish all labor, materials and equipment necessary for the installation and maintenance of the construction sediment and erosion control measures.

1.03 GENERAL

- A. All erosion and sediment control measures are to be placed prior to any disturbance caused by grading and or excavation and shall comply with the State Department of Health regulations.
- B. The Contractor shall ensure that erosion and sediment control measures are implemented and maintained as necessary.
- C. Soil disturbing activities include but are not limited to: Clearing and grubbing, excavation for utilities and foundations, roadway and parking lot construction, construction or modification of site drainage, grading, and preparation for final seeding.

1.04 RELATED SECTIONS

- A. SECTION 01 89 13 – SITE PREPARATION PERFORMANCE REQUIREMENTS.
- B. SECTION 01 35 43 – ENVIRONMENTAL PROCEDURES.
- C. SECTION 02 40 00 – DEMOLITION AND STRUCTURE MOVING.
- D. SECTION 31 11 00 – CLEARING AND GRUBBING.
- E. SECTION 31 22 00 – GRADING.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION

3.01 CONSTRUCTION

- A. Prior to starting any construction, the Contractor shall install the silt fencing, dust barriers, and a turbidity curtain system at the construction limits as indicated on the plans and per manufacturer's specifications to prevent silt and debris from entering any adjacent properties.

- B. An ingress/egress aisle shall be provided to prevent any mud, dirt, rock or sediment from being tracked onto city streets. The ingress/egress aisle is to be underlain by filter fabric.
- C. Catch basin/inlet protection shall be implemented at all storm drain inlets and catch basins as indicated on the Plans to prevent any sediment laden runoff from leaving the site. Catch basin and inlet protection devices shall be removed during periods of above normal rainfall and replaced after the event has passed.
- D. During grading operations, maintain the grade to prevent damage to adjoining property from water and eroding soil.
- E. Install temporary berms, cut-off ditches and other provisions needed for construction methods and operations. Should there be a question if the temporary measures are insufficient to prevent erosion, the Construction Manager shall make the final determination.
- F. Construct and maintain drainage outlets and silting basins where shown on the Drawings and when required to minimize erosion and pollution of waterways during construction.
- G. Finish the cut and fill slopes according to the Contract. Shape, install topsoil, and plant or finish the cut and fill slopes according to the Contract as the work progresses.
- H. In areas where planting of permanent landscaping or groundcover will be delayed by more than seven (7) days, the Contractor shall furnish and install a quick-growing temporary cover such as a mixture of annual ryegrass and Bermuda grass or approved equal as approved by the Construction Manager.
- I. Temporary seeding shall be placed on exposed surfaces that will not be brought to final grading or permanent cover treatment within 30 days of the exposure to reduce erosion and sedimentation by stabilizing exposed soils. Seeded areas shall be checked regularly for bare spots, washouts, and healthy growth to assure that a good stand of grass is being maintained. Reseed areas that fail to establish vegetation cover as soon as such areas are identified.

3.02 DUST CONTROL

- A. Prevent dust from becoming airborne at all times including non-working hours, weekends and holidays in conformance with the State Department of Health, Administrative Rules, Title 11, Chapter 60.1 - Air Pollution Control.
- B. The Contractor shall ensure that work at the site does not cause significant deterioration of existing air quality. Specifically, the Contractor shall ensure compliance with ambient air quality standards established in HAR 11-59 and shall comply with air pollution control requirements specified in HAR 11-60.1. The Contractor shall be responsible for conducting area air monitoring to detect potential air emissions from the property. If, at any time, area air monitoring indicates the presence of elevated contaminant concentrations at the property boundary, the Contractor will be required to take additional measures, at no additional cost to HCDA, to remedy the emissions to levels

complying with all appropriate ambient air quality standards or to pre-established background levels identified by HCDA.

- C. For the duration of the contract, in areas subject to surface and air movement of dust, where on-site or off-site damage is likely to occur, one or more of the following preventive measures shall be taken for dust control:
 - 1. Minimize the period of soil exposure through the use of temporary ground cover, environmentally friendly chemicals, or other temporary stabilization practices.
 - 2. Sprinkle the site with water until surface is wet. Repeat as needed.
- D. Contractor is responsible for all damage claims due to their negligence to control dust.

3.03 SILT FENCE

- A. General Location: Silt fences are appropriate for the following general locations:

- 1. Immediately upstream of the point(s) of runoff discharge from a site before flow becomes concentrated. Below disturbed areas where runoff may occur in the form of overland flow.
- 2. Along the down slope toe of all top soil stock piles.

- B. Materials:

- 1. Utilize standard strength synthetic filter fabric for sediment barriers. The filter fabric shall be purchased in a continuous roll cut to the length of the barrier to avoid the use of joints. When joints are necessary, filter cloth shall be spliced together only at a support post, with a minimum 6 inch overlap, and securely sealed.
- 2. The standard strength filter fabric shall be stapled or wired to the fence and 6 inches of the fabric shall be extended into the ground. Filter fabric shall not be stapled to existing trees.
- 3. Support posts shall be spaced at a maximum 6 feet and driven securely into the ground a minimum of 24 inches.
- 4. The height of a silt fence shall not exceed 36 inches. Higher fences may impound volumes of water sufficient to cause failure of the structure.

- C. Maintenance:

- 1. Silt fences and dust barriers shall be inspected immediately after each rainfall and at least daily during prolonged rainfall.
- 2. Silt fences and dust barriers shall be inspected for depth of sediment, tears, and to see if the fabric is securely attached to the fence posts, and to see that the fence posts are firmly in the ground. Any deficiencies shall be repaired immediately.

3. Should the filter fabric on a silt fence or dust barrier decompose or become ineffective prior to the end of the expected usable life and the barrier still be necessary, the fabric shall be replaced promptly.
4. Sediment deposits shall be removed after each storm event and/or when deposits reach approximately 1/3 the height of the barrier or when the sediments limit or prevent the flow of water through the fabric.
5. Any sediment deposits remaining in place after the silt fence or dust barrier is no longer required shall be graded to conform with the existing grade, prepared, and seeded.

3.04 CONFORMANCE

Failure to conform to the above requirements and regulations will be cause for temporary or permanent suspension of operations. If operations are suspended due to the Contractor's failure to conform, the Contractor shall maintain the project during the period of suspension at no cost to HCDA.

END OF SECTION

SECTION 31 31 19 – VEGETATION CONTROL

PART 1 – GENERAL

1.01 GENERAL REQUIREMENTS

As specified in SECTION 01 11 00 – SUMMARY OF WORK.

1.02 DESCRIPTION OF WORK

Furnish all labor, materials and equipment necessary placing or spraying weed killer on the prepared parking and driveway subgrade prior to the installation of the wearing course and where called for on Drawings and on existing growth prior to application of asphalt in the case of patching.

1.03 SUBMITTALS

A. Submit in accordance with SECTION 01 33 00 – SUBMITTAL PROCEDURES.

1. Product Data:

- a. Treatments.
- b. Application instructions.
- c. Copies of the EPA-registered labels for all chemicals.
- d. Product Data: Material Safety Data Sheets.

2. Product Certificates: Signed by manufacturers of weed killer products certifying that treatments furnished comply with requirements.

PART 2 – PRODUCTS

2.01 MATERIALS

Weed Killer shall be "Casoron 4G", Norosac 4G", or an approved equal for under asphalt application on new pavement, and shall be "Hyvar X", "Roundup" or approval equal for application to existing weeds for patching of existing pavement.

PART 3 – EXECUTION

3.01 APPLICATION

A. Mix the under asphalt weed killer and uniformly spread using calibrated application equipment at the maximum rates permit for under asphalt use.

- B. In treatment of existing growth on resurfacing jobs, mix the weed killer and uniformly spray.
- C. Retreat nut grass and weeds two (2) days after initial application and again if growth still exists.
- D. Notify the Construction Manager 24 hours before application of weed killer.

END OF SECTION

DIVISION 32

EXTERIOR IMPROVEMENTS

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SECTION 32 12 16 – ASPHALT PAVING

PART 1 – GENERAL

1.01 **GENERAL REQUIREMENTS**

As specified in SECTION 01 11 00 – SUMMARY OF WORK.

1.02 **DESCRIPTION OF WORK**

Furnish all labor, materials and equipment necessary to construct new asphaltic concrete pavement as indicated on the Drawings and as specified herein.

1.03 **SUBMITTALS**

- A. **General**: Submit in accordance with SECTION 01 33 00 – SUBMITTAL PROCEDURES.
- B. **Product Certificates**: Certificates from manufacturers or supplier’s to verify that types of materials being supplied meet the requirements of these Specifications.

PART 2 – PRODUCTS

2.01 **MATERIALS**

- A. Weed killer as specified in SECTION 31 31 19 – VEGETATION CONTROL.
- B. Materials for driveways and parking areas shall be in accordance with the below-listed sections of the State of Hawaii, Department of Transportation, Highways Division “Hawaii Standard Specifications for Road and Bridge Construction” 2005 including all revisions, shall govern all work except as amended in the plans and/or Specifications herewith. (Paragraphs concerning Measurements and Payments in the sections are not applicable to this project.)

- 1. Aggregate Base Course Section 304
- 2. Aggregate Subbase Course Section 305
- 3. Asphalt Concrete Pavement Section 401
Mix shall be No. 5
- 4. Tack Coat Section 407

PART 3 – EXECUTION

3.01 INSTALLATION

- A. The Contractor shall stake out the areas to be paved, using grade stakes on which the final finish elevations, base course and subgrade elevations are clearly marked. All such stakes and elevations shall be approved by the Construction Manager before any work is done.
- B. Installation shall be in accordance with the applicable sections noted hereinabove and details shown on the plans. Pavement shall be sloped to prevent ponding.
- C. Existing weed growth shall be treated with weed killer prior to paving. Weed killer shall be applied per the manufacturer's directions.
- D. The Contractor shall notify the Construction Manager 24 hours in advance before application of weed killer.

3.02 FILL COMPACTION TESTING

- A. All subgrade and pavement section shall be tested by an independent testing agency retained by the Contractor and all test results submitted to the Construction Manager for approval.
- B. All cost of testing shall be borne by the Contractor. Testing shall be made throughout the area for each 6-inch compacted layer. All test results may be approved before the Contractor can proceed with placing of base course or select borrow subbase course. Testing shall be in accordance with ASTM D1557.

3.03 FINAL INSPECTION

At the time of final inspection of the work performed under the Contract, the work covered by this section shall be complete in every respect and operating as designed. All surplus materials of every character, resulting from the work of this section, shall have been removed. Any defects discovered in the work, subsequent to this inspection, shall be corrected prior to final acceptance. Coordinate inspection of work within the project area with the Construction Manager.

END OF SECTION

SECTION 32 17 23 – PAVEMENT MARKINGS

PART 1 – GENERAL

1.01 GENERAL REQUIREMENTS

As specified in SECTION 01 11 00 – SUMMARY OF WORK.

1.02 DESCRIPTION OF WORK

Furnish all labor, materials and equipment necessary to provide pavement markings on previously constructed pavement as indicated on the Drawings and as specified herein.

1.03 SUBMITTALS

- A. General: Submit in accordance with SECTION 01 33 00 – SUBMITTAL PROCEDURES.
- B. Product Data: Material Safety Data Sheets
- C. Product Certificates: Certificates from manufacturers or supplier's to verify that types of materials being supplied meet the requirements of these Specifications.

1.04 DELIVERY AND STORAGE

Deliver paints and paint material in original sealed containers that plainly show the designated name, specification number, batch number, color, date of manufacture, manufacturer's directions, and name of manufacturer. Provide storage facilities at the job site for maintaining materials at temperature recommended by the manufacturer.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. The State of Hawaii, Department of Transportation, Highways Division "Hawaii Standard Specifications for Road and Bridge Construction", 2005, including all revisions, shall govern all work except for subsections on Measurement and Payment which shall not be applicable. This publication shall be referred to as State D.O.T. Standard Specifications hereinafter
- B. Paint shall be in sealed containers that plainly show the designated name, formula or specification number, batch number, color, date of manufacture, manufacturer's formulation number and directions, and name of the manufacturer, all of which shall be plainly legible at the time of use. The paint shall be homogeneous, easily stirred to smooth consistency, and shall show no hard settlement or other objectionable characteristics.
- C. Paint shall conform to the Hawaii Standard Specifications for Road and Bridge Construction, latest edition, Sections 708 and 755.

- D. Pavement Markings shall include but not limited to striping, arrows, letters, and numbers.

2.02 EQUIPMENT

- A. All equipment, tools and machinery used in the performance of the work covered by this section of the Specifications shall be suitable for pavement markings installation and removal, and shall be maintained in satisfactory operating condition at all times.
 - 1. Paint Applicator: The equipment for applying paint to pavements shall be a self-propelled or mobile-drawn pneumatic spraying machine with suitable arrangements of atomizing nozzles and controls to obtain the specified results. The machine shall be capable of applying the stripe widths indicated on the Drawings, shall have a speed during application of not less than five miles per hour, and shall be capable of applying the paint at the coverage rate specified hereinafter and at an even uniform thickness with clear-cut edges. The paint applicators shall have a paint reservoir of sufficient capacity and suitable gages to apply paint as specified herein. The reservoirs shall be equipped with suitable air-driven mechanical agitators. The spray mechanism shall be equipped with quick-action valves conveniently located, and shall include necessary pressure regulators and gages in full view and reach of the operator. Paint strainers shall be installed in the paint supply lines to insure freedom from residue and foreign matter that may cause malfunction of the spray guns. The paint applicator shall be readily adaptable for attachment of an air-actuated dispenser for the reflective media. Pneumatic spray guns shall be provided for hand application of paint in areas where the mobile paint applicator cannot be used.

PART 3 – EXECUTION

3.01 SURFACE PREPARATION

Bituminous Pavements: New asphalt concrete pavement shall be allowed to cure for a period of not less than seven days before the application of marking materials unless directed otherwise by the Construction Manager. Dust, clay, silt and sand shall be removed from the pavement to be marked before application of paint by sweeping, blow with compressed air, rinsing with water or a combination of these methods as required. Rubber deposits, surface laitance and other substances adhering to the pavement shall be removed with stiff brooms, scrapers, wire brushes, sandblasting or mechanical abrasion. Marker adhesives and paints 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 paint.

3.02 CONTROL POINTS

The Contractor shall establish and space control points, satisfactory to the Construction Manager, at intervals that will ensure accurate location of pavement markings.

3.03 TRAFFIC CONTROL

The Contractor shall furnish, install and maintain suitable warning and directional signs, barricades and other traffic control devices near the beginning and well ahead of the work site. Traffic control devices shall be placed along the newly painted lines to control traffic and to prevent damage to the newly painted surfaces.

3.04 APPLICATION

Paint shall not be applied to damp or wet pavement surfaces or when inclement weather threatens to interrupt normal progress of the work. Traffic paints shall be applied when air and pavement temperatures exceed 95 degrees F. Paint shall be applied with equipment specified herein and at the rate of coverage specified below. The Contractor shall provide guide lines and templates as necessary to control paint application. Special precautions shall be taken in marking numbers, letters and symbols. All edges of markings shall be sharply outlined. The width of the lines supplied shall be within a tolerance of 1/2-inch. The center line of marking will not deviate more than one-inch laterally from a straight line at any point. Workmanship will conform to the best commercial practices consistent with these Specifications. Areas not properly painted will be repainted. Any spilled paints will be cleaned from the paved areas to the satisfaction of the Construction Manager. The Contractor will keep the premises clean at all times. Paint, empty containers and other material or equipment will not be stored or allowed to accumulate on or near the paved areas. Paint shall be applied evenly to the pavement at a rate between 100 and 110 square feet per gallon. Apply two coats of paint.

3.05 INSPECTION AND ACCEPTANCE

Pavement markings shall be subject to rigid inspection at all times and provisions of this specification will be strictly enforced. Painting will not commence in any area until pavement surfaces have been inspected and the Construction Manager approval is given to the Contractor to proceed. Such approval will be obtained each day and after periods of precipitation. If the Construction Manager determines that the painted markings have not dried sufficiently in 90 minutes, painting shall be discontinued until the cause of slow drying is determined and corrected. Areas found to be deficient in accordance with this specification will be rejected and complete replacement or repainting will be required. Completed work will meet the Construction Manager approval in all respects. Final acceptance will be contingent upon conformance with specification requirements outlined in this specification.

3.06 PROTECTION OF WORK

Newly painted surfaces will be protected from damage by vehicles during the time required for paint to harden sufficiently to withstand traffic. During periods of high winds, painting will be discontinued. Any damage to newly painted markings due to Contractor's failure to provide adequate protection will be repaired by him.

END OF SECTION

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SECTION 32 31 13 – CHAIN LINK FENCES AND GATES

PART 1 – GENERAL

1.01 GENERAL REQUIREMENTS

As specified in SECTION 01 11 00 – SUMMARY OF WORK.

1.02 DESCRIPTION OF WORK

Furnish all labor, materials and equipment necessary to install chain link fencing to the limits shown and as detailed on the plan and as specified herein.

1.03 SUBMITTALS

Submit shop drawings, in accordance with SECTION 01 33 00 – SUBMITTAL PROCEDURES.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. **Asbestos Prohibition:** No asbestos containing materials shall be used under this Section. The Contractor shall insure that all materials incorporated in the project are asbestos-free unless specifically approved in writing by the Construction Manager.
- B. **General Materials:** Materials for chain link fence and gates shall be constructed in accordance with Section 54 – Chain Link Fence of the “Standard Specifications for Public Works Construction”, September 1986, of the Department of Public Works, including all revisions, as applicable to the City and County of Honolulu, hereafter referred to as the STANDARD SPECIFICATIONS, shall govern all work except for the subsections of Measurement and Payment which shall not be applicable.

PART 3 – EXECUTION

3.01 INSTALLATION AND WORKMANSHIP

- A. **General:**
 - 1. Metal fencing shall be erected in strict conformance with the plans and these Specifications. Posts shall be plumb and in line. Welding shall be done in accordance with latest AWS standards. However, no splicing of posts, rails or braces shall be accepted. Where changes in line occur with an angle of deflection of 30 degrees or more, the change point will be considered a corner and a corner post shall be installed thereat. End and corner posts for fences with 5-foot and wider fabric shall be braced to the nearest line post with horizontal braces and tension rods. The horizontal braces shall be spaced midway between top rail and ground and securely fastened to posts as shown on plans. Where fencing is placed along a curve with radius of 50 feet, or less,

horizontal braces (and tension rods) shall be installed between all posts in like manner. Pull posts, at maximum intervals of 300 feet, shall be braced and trusses in both directions as specified above.

2. **Field Touch-Ups:** Field welds shall be cleaned of flux and spatter and all damaged galvanizing removed, all hazardous projections ground off, properly prepared, and then heavily coated with self-curing inorganic zinc coating. Manufactured coatings shall be applied in strict accordance with manufacturer's printed specifications. Damage to existing painted surfaces shall be touched up.
- B. **Fence Posts:** Fence Posts, except as otherwise indicated or specified, shall be spaced not more than 10 feet apart. In curved fence sections having a radius of 50 feet or less, the posts shall be spaced as shown on the plans. Line posts shall be set so that top of the eye tops shall be at the same height as the fence fabric.
- C. **Top Rails:** Top Rails shall pass through and bear firmly on base of eye tops, form a continuous brace from end to end of each stretch of fence, and be securely fastened to terminal posts with rail ends and brace bands. Couplings for the top rails shall be installed at intervals of 24 feet maximum.
- D. **Chain Line Fabric:** Chain Line Fabric shall be fastened on the side the posts as designated and shall be mounted on the posts so that the bottom of the fabric will be no more above the finished grade than called for on the plans. High points of the ground shall be excavated as necessary. The fabric shall be stretched taut and securely fastened to the posts. Ends of wire ties shall be bent back so as not to be a hazard. Between posts the top edge of the fabric shall be fastened to the top rail and the lower edge to the tension wire with tie wire of size and at spacing as called for on the plans. Tension wire shall be stretched tight and shall be installed in a straight line between posts. Tension bars extending the full height of the fence and tension bar bands shall be used for fastening fabric to end, corner, pull and gate posts. Bolted tension bar bands shall be placed at top and bottom of tension bars and spaced at 12-inch intervals. Fastenings to line posts shall be made with tie wire of size and at spacing as called for on the plans.

3.02 FINAL CLEAN-UP

All exposed metal surfaces shall be clean and free of cement. All surplus earth resulting from metal fencing work that is not used in the grading work shall be cleaned up and disposed of off-site. All debris resulting from work of this Section shall be removed from the site.

END OF SECTION

SECTION 32 84 00 – PLANTING IRRIGATION

PART 1 - GENERAL

1.01 GENERAL REQUIRMENTS

As specified in SECTION 01 11 00 – SUMMARY OF WORK.

1.02 DESCRIPTION

- A. Provide landscape irrigation system in the areas shown on the Drawings. All work indicated on the Drawings by notes shall be provided whether or not specifically mentioned in the Specifications. Items not specifically shown in the Drawings or specified, but normally required to conform with such intent are considered part of the work.
- B. Make minor field adjustments required due to existing site conditions and revisions that are a result of project construction and not noted in the plans to insure adequate coverage and even distribution of water in all landscaped areas.
- C. The work in this Section includes, but is not limited to the following:
 - 1. Excavation and backfilling.
 - 2. Pipe, sleeves, fittings and sprinkler heads.
 - 3. Valves.
 - 4. Remote control valves and control wire.
 - 5. Adjustment and instructions.
 - 6. As-built drawings.
 - 7. Warranty.

1.03 CODES AND STANDARDS

Perform work in accordance with all applicable laws, codes, and regulations required by authorities having jurisdiction over such work. Obtain and/or provide for inspections, permits and reports required by Federal, State, and local authorities in furnishing, transporting, and installing materials.

1.04 TESTS AND SUBMITTALS

- A. General: Submit under provisions of SECTION 01 33 00 – SUBMITTAL PROCEDURES.

- B. Testing Requirements: Prior to backfilling, test entire system for leaks at joints, fittings, and connections. Flush system without valves and replace to achieve a system that does not leak. Satisfy government required tests and inspections.
- C. Pre-Maintenance Inspection:
1. After irrigation system is complete, request that an inspection be held. Perform coverage test in the presence of the Construction Manager to determine if water distribution for all areas is complete and adequate. Warranty period shall not begin until all corrections are completed to the satisfaction of the Construction Manager.
 2. The Contractor shall notify the Construction Manager five (5) working days prior to the completion of work in order that a mutually agreeable time for inspection may be arranged between all parties.
 3. The Construction Manager and Contractor or their representatives shall be present at the inspection.
 4. If, after the Pre-Maintenance Inspection, the Construction Manager is of the opinion that all work has been performed in accordance with the Drawings and Specifications, the Construction Manager will give the Contractor written notice of preliminary acceptance. This report will note any items, which must be corrected, and state starting date and completion date of the contract maintenance period.
- D. Maintenance Period: Maintain irrigation system in operable manner until completion of 90-day landscape maintenance period and acceptance of landscaping.
- E. Final Inspection:
1. At the completion of 90-day landscape maintenance period, request a final inspection.
 2. The Construction Manager, HCDA's Representative and Contractor, or their representatives shall be present at the inspection.
 3. If, after the inspection, the Construction Manager is of the opinion that all work has been performed in accordance with the Drawings and Specifications, written notice of acceptance and completion of the project will be given. If all or certain portions of the project are not acceptable under the terms and intent of the Drawings and Specifications, a reasonable amount will be retained from the final payment and the defects in the work shall be corrected before the work is accepted by the Construction Manager.
- F. Contractor's Responsibility: Completion of the above tests and inspections does not relieve Contractor from repairing leaks or other defective materials or workmanship discovered during the warranty period, unless it can be clearly shown that such defects have not been caused by faulty materials or workmanship.

G. Submittals:

1. Substitutions:

- a. It is intended that all landscape irrigation equipment used in the various sections and subcontracts of this project be identical to provide a uniform installation.
 - b. Requests for substitutions of any equipment or materials specified or indicated will not be considered, unless the materials specified or indicated are not available.
 - c. Submit written request to the Construction Manager during the bidding period. Approvals of substitution requests will be granted in writing.
2. As-Built Drawings: Provide a reproducible copy of the complete as-built drawings of the irrigation system, including all piping, valves, sprinkler heads, control wire routing, etc. It is the Landscape Contractor's responsibility to maintain the base data (reflecting the actual progress and layout) during construction. The as-built drawings shall be prepared as construction work is installed.
3. Instructions: After the system has been completed, instruct HCDA's Representative in operation and maintenance of the system.
4. Certificates of Warranty: Provide all certificates of warranty from the irrigation equipment manufacturers.

1.05 JOB CONDITIONS

- A. Acceptance of Previous Work: Inspect and accept the condition of the site relative to this Section before commencing with the work covered herein. If not acceptable, notify the Construction Manager in writing. By proceeding with the work under this Section, the Contractor indicates his acceptance of all previous related work.
- B. Underground Utilities and Obstructions: Verify the location of all underground utilities and other obstructions that may affect the work. Report any obstructions encountered to the Construction Manager. Repair all damage to any utility line or other underground obstruction at Contractor's expense.
- C. Protection:
1. Provide necessary safeguards and exercise caution against injury or defacement of existing site improvements. Prevent vehicles of any kind from passing over sidewalks, curbs, etc., unless adequate protection is provided.
 2. Be responsible for damages caused by leaks in the piping systems being installed or during the Warranty period due to failure of workmanship or materials. Repair all damage to return the area to the previous condition at Contractor's expense.
- D. Clean Up: Keep all areas of work clean, neat and orderly at all times during period of Contract. Clean all construction areas at end of each day.

1.06 WARRANTY

Warrant materials and workmanship for a period of one year after acceptance. Immediately repair or replace without cost to HCDA materials and equipment found to be defective due to faulty materials or workmanship during the period. This warranty does not include vandalism, negligence by others or acts of God.

PART 2 - PRODUCTS

2.01 GENERAL

Materials incorporated in the system shall be new, without flaws or defects and of quality and performance specified. Material overages at the completion of the installation are the property of the Contractor and shall be removed from the site.

2.02 PIPE

A. Pressure Main:

1. 1/2" thru 2" Schedule 40 PVC, ASTM D-1785.
2. For exposed installations, Brownline UVR/PVC.

B. Laterals:

1. 1/2" Class 315 PVC.
2. 3/4" to 2" Class 200 PVC, SDR 26, ASTM D-2241 with integral solvent weld bell end, ASTM D-2627; solvent weld coupling, ASTM D-2466; or integral elastomeric seal coupler, ASTM D-3139.
3. For exposed installations, Brownline UVR/PVC.

C. Visible Pipe and Fittings:

1. General: Integral gray color or painted flat dark gray, flat dark brown or to match adjacent walls and structures, as directed.
2. Threaded Risers and Nipples: Schedule 80 PVC.
3. Other risers and fittings: Schedule 40 PVC, Type 1, solvent weld.
4. Cement: ASTM D-2564 or as recommended by the manufacturer.

D. Copper Pipe and Fittings:

1. Pressure supply line (from point of connection through backflow prevention device): Type K Hard Copper hard tempered, in accordance with ASTM B4284.

2. Fittings: Wrought copper, solder joint type.
 3. Joints: Soldered with solder 45-percent silver, 15-percent copper, 16-percent zinc, and 24-percent cadmium and solids at 1125-degrees Fahrenheit and liquids at 11145-degrees Fahrenheit.
- E. Sleeves: 4 inches and smaller: Schedule 80 PVC. Larger than 4 inches: Class 315 PVC.
- F. Conduit: Schedule 80 PVC, UL rated, gray.

2.03 VALVES

- A. Gate: Cast iron, brass or bronze body (made in U.S.A.) with non-rising stem, and designed to withstand a minimum working water pressure of 150 p.s.i.; 1/2-inch to 2-inch threaded end with bronze hand wheel, 2-1/2 inches to 4 inches, C-509 resilient seat, push-on type with 2-inch operating nut, manufactured by AVK or approved equal.
- B. Angle: Cast bronze designed to withstand minimum working water pressure of 150 p.s.i. Flow control stem and seat disc assembly shall be removable from valve body without removing body from pipeline. Integral union connection shall be incorporated on 2-1/2 inch and 3-inch models.
- C. Electric Control Valve: Make and model as shown on Drawings.

2.04 SPRINKLER HEADS

Heads shall be of one type and manufacturer throughout the project. The entire internal assembly including filter screen, to be capable of removal from top without removing sprinkler case from riser.

2.05 FLEX RISER

King Brothers, Global Water System, Excaliber or approved equal.

2.06 CHECK VALVE

Hunter CV Series or approved equal.

2.07 VALVE BOXES

Plastic box with locking lid. Ametek, Brooks, Carson or equal. Rectangular for remote control valves. Round for gate valves.

2.08 CONTROL WIRE

- A. Specifically designed for direct burial use. Type UF with copper conductor, #14 minimum size.
- B. Use white jacket for common and different color-coded wires for individual control lines.

- C. Size of conductor shall meet all the requirements of the installation instructions of the manufacturer of the valves and controllers.

2.09 WIRE CONNECTORS

Spears Dry-Splice, Penlite or equal.

2.10 GRAVEL

No. 3B fine. In all valve boxes, 3" depth.

2.11 SAND

Screened and graded, free of weed seeds and toxic materials. Sand shall be 0.15 mm to 0.5 mm with maximum 4% silt or clay.

2.12 AUTOMATIC CONTROLLER

Pedestal-mounted controller in stainless steel locking cabinet or approved equal.

PART 3 - EXECUTION

3.01 EXCAVATION

- A. Do all necessary excavation for the proper installation of the irrigation system.
- B. Trenches shall be of adequate width to lay pipe easily, with extra working space provided where necessary to make joints. Trench depth shall be 18-inch minimum cover over mains and 12-inch minimum cover over laterals.
- C. Any rock over 2 inches in largest dimension excavated during trenching shall be removed and disposed of off site.
- D. Over excavation shall be backfilled and carefully tamped to provide a smooth and firm-bearing surface for laying the pipe.
- E. Provide thrust blocks at all intersections and changes in direction of all main lines.
- F. Pipes shall be flushed out thoroughly to remove all debris and foreign matter.
- G. Prior to backfilling, pipes shall be inspected for leaks at the joints and fittings and repaired or replaced as required.

3.02 PIPE FITTINGS AND ASSEMBLY

- A. Parallel piping shown on the Drawings may be installed in the same trench with all pipes at the same depth and 1" (minimum) horizontal separation between pipes. Parallel piping shall not cross in the trench.

- B. Piping shall be laid accurately to the line and grade required, with full bearing on the trench bottom. No pipe shall be laid on soft fill or other unstable material.
- C. Crossing pipes shall have 2-inch (minimum) vertical separation. No direct contact between other pipes or structures will be permitted.
- D. Work shall be performed in strict accordance with the manufacturer's installation instruction for the various types of pipe specified.
- E. Pipes shall be flushed out thoroughly to remove all debris and foreign matter.
- F. Prior to backfilling, pipes shall be inspected for leaks at the joints and fittings and repaired or replaced as required.

3.03 SPRINKLER HEADS

- A. Set heads plumb and level at the locations indicated on the Drawings.
- B. Thoroughly clean, adjust and inspect all heads for proper operation and performance.
- C. Install Flex Risers on all heads adjacent to paved surfaces, walks or curbs and as directed.
- D. Install adjustable check valves as needed to eliminate low-head drainage.

3.04 VALVES

- A. Valves connected directly to the main line shall be plumb with sufficient clearance for service and operation.
- B. Remote control valves shall be as centrally located among the sprinklers as practical, in accordance with the Drawings. Adjust the flow control for proper operation of the sprinklers.
- C. Thoroughly clean, adjust and inspect all valves for operation and performance.

3.05 VALVE BOXES

- A. Position over the valves so all parts can be reached for service.
- B. Install above a 3-inch deep gravel pit for drainage. The box shall be free from dirt and debris.
- C. The top shall be level or following the adjacent finish grade as detailed.

3.06 CONTROL WIRE

- A. All work shall conform with the NEC. Wires shall be installed at a minimum depth of 18".

- B. A minimum loop of 24-inch shall be left at each valve; at each splice; at each change in direction; at every 500 feet of straight run; and at each controller for expansion and/or servicing.
- C. Wire shall be placed under the pipe in the trench and bundled and tied at 10-foot intervals.
- D. Splices and connections shall be watertight.
- E. For pavement crossings, or where other conditions make it necessary, wire shall be within a protective conduit.

3.07 AUTOMATIC CONTROLLER

Install and mount as detailed or as recommended by the manufacturer. Electric service will be available at controller location.

3.08 BACKFILLING

- A. As soon as the work has been installed and reviewed, all trenches shall be backfilled.
- B. Use only sand or select backfill material within 2" of all pipes.
- C. No debris or rocks over 2" in largest dimensions shall be used to backfill the remainder of the trench.
- D. After backfilling, trenches shall be flush with, or slightly above, adjacent finished grade.

3.09 ADJUSTING SYSTEMS

- A. Prior to final inspection, adjust all sprinklers to provide adequate and uniform spray coverage within each planting area. Balance spray patterns by adjusting individual sprinkler heads with the adjustments screws.
- B. Adjust and balance each system at the specified water pressure for each type of sprinkler head.

3.10 REPAIR OF LEAKS

All leaking joints, whether discovered at time of installation or at any time during the Warranty period, shall be remade with all new materials. Use of caulking or cement to repair leaks is prohibited.

END OF SECTION

SECTION 32 90 00 – LANDSCAPING

PART 1 - GENERAL

1.01 GENERAL REQUIRMENTS

As specified in SECTION 01 11 00 – SUMMARY OF WORK.

1.02 DESCRIPTION OF WORK

- A. Provide landscape plantings in the areas shown on the Drawings with plants in a healthy, vigorous growing condition. All work indicated on the Drawings by notes shall be provided whether or not specifically mentioned in the Specifications. Any items not specifically shown in the Drawings or specified, but normally required to conform with such intent, are considered part of the work.

- B. The work of this Section includes but is not limited to the following:
 - 1. Clearing and grubbing.
 - 2. Pre-planting weed control.
 - 3. Imported screened soil.
 - 4. Soil preparation.
 - 5. Fine grading.
 - 6. Planting operations.
 - 7. Headers.
 - 8. Maintenance.
 - 9. Warranty.

1.03 CODES AND STANDARDS

Perform work in accordance with all applicable laws, codes, and regulations required by authorities having jurisdiction over such work and provide for all inspections and permits required by Federal, State, and local authorities in furnishing, transporting, and installing materials.

1.04 SUBMITTALS

- A. General: Submit under provisions of SECTION 01 33 00 – SUBMITTAL PROCEDURES.

B. Substitutions:

1. If any plant specified is not obtainable, submit a written substitution request to the Construction Manager during the bidding period. This request may present either a different size of the same species or a similar alternate species with the proposed adjustments to the Contract price for each.
2. Substitutions of plant materials will not be permitted unless authorized in writing by the Construction Manager.

C. Imported Screened Soil:

1. After Contract is awarded, furnish source of imported screened soil to the Construction Manager.
2. Submit representative samples of the existing soil on the project site and representative samples of the imported screened soil to a soil testing laboratory for soil analysis. This soil analysis shall be specifically for the plants indicated on the planting plan, and shall recommend proper soil amendments and fertilizers and their application rates. Soil analysis shall be paid for by the Contractor.
3. Submit test results and schedule of fertilizers to the Landscape Architect for review.

D. Material Samples: After Contract is awarded, submit samples of each of the following materials to the Construction Manager for approval.

1. Imported Screened Soil: one gallon can.

E. Selection, Tagging and Ordering Plant Material:

1. Submit a request for inspection and documentation to the Construction Manager at least one month prior to start of work in each area that plant material has been obtained.
2. Plants shall be subject to inspection and rejection by the Construction Manager at place of growth and after delivery for conformity to Specifications.
3. Plants identified as field grown, field stock, and palms with trunks greater than 10 feet in height will be inspected at place of growth by the Construction Manager.

1.05 QUALITY ASSURANCE

- A. Provide landscape plantings in the area shown on the Drawings with plants in a healthy, vigorous growing condition. All work indicated on the Drawings by notes shall be provided whether or not specifically mentioned in the Specifications. Any items not specifically shown in the Drawings or specified, but normally required to conform with such intent, are considered part of the work.
- B. Make minor field adjustments required due to existing site conditions and revisions that are a result of project construction and not noted in the plans.

- C. Obtain materials, excluding plants, from one source for each type of product specified.

1.06 PROJECT CONDITIONS

- A. Use minimum amounts of fertilizers, herbicides and pesticides suitable to achieve the intended results.
- B. Prior to commencing work, meet with Construction Manager and all other concerned parties on site to review the work under this Section. Request this meeting one week prior to desired meeting time.

1.07 WARRANTY

- A. Period: Warrant planting as follows from commencement date of maintenance period:
 - 1. Trees: one year.
 - 2. Shrubs: three (3) months.
 - 3. Ground covers: three (3) months.
- B. Replacement: Immediately replace any plants that decline or die during the warranty period, using the same kind and size as originally planted. Furnish, plant, and maintain replacement plants as specified for original planting. The Contractor is not responsible for replacement of plants after the maintenance period, which decline or die as a result of poor maintenance by HCDA, vandalism, negligence by others, or acts of God.
- C. Special Warranty:
 - 1. All plant materials furnished under this Section shall be warranted as to species, hybrid, flower color and/or variety specified.
 - 2. If after acceptance of project, any warranted plant material proves to be of a different species, hybrid, flower color and/or variety not initially determinable, replace that plant with a new plant of the originally specified species, hybrid, flower color and/or variety. The new plant shall be equal in size to that of the incorrect plant at the time of its removal. The new plant shall meet the quality standards, be subject to the warranty, and be installed according to the Specifications.
 - 3. There is no time limit to this warranty, although it does not include plants reverting to the general species. The Construction Manager will determine the nonconformance of the plant materials, and notify the Landscape Contractor in writing of the required replacement work. All materials and work shall be at the expense of the Landscape Contractor. All work shall be completed within 15 working days from the date of the Construction Manager's letter.

PART 2 - PRODUCTS

2.01 PLANT MATERIAL

- A. Botanical and common names of plants specified on the planting plan conform with names given in Exotica and Tropica by Alfred Byrd Graf, and In Gardens of Hawaii by Marie C. Neal. Names not included therein conform to names generally accepted in the local nursery trade.
- B. Plant material shall conform with recommendations and requirements of the most recent edition of the American Standard for Nursery Stock, published by the American Association of Nurserymen Inc., except as supplemented or modified by these Specifications for the Drawings.
- C. All plant material shall have a habit of growth that is normal for the species and shall be healthy, and free from insects and injuries. Trees and shrubs shall have normal, well-developed branch systems, together with vigorous root systems. Roots must fill containers, but show no evidence of being or having been root bound. Thin or weak plants are unacceptable. All plants shall equal or exceed measurements specified on planting plan, which will be the minimum acceptable sizes after pruning.
- D. Provide healthy, living stolons with minimum 4" to 6" long runners and well-developed root systems. After they are dug, cover and keep moist until planted.

2.02 EDGING MATERIAL

Poly-divider: Virgin, black polyethylene with ultraviolet stabilization groomed to receive stakes. One-inch round top and 5-inches deep in 20-foot lengths. "Edg-King", "Cobra" or approved equal.

2.03 IMPORTED SCREENED SOIL

Fertile, friable soil of loamy character, free of clay, refuse, branches, weeds, noxious seeds, nematodes or other deleterious matter. Stones and earth lumps shall not exceed 1-1/2 inches in largest dimension. The acceptable pH range is 6.0 to 7.0. Soil is subject to approval by the Construction Manager.

2.04 FERTILIZERS AND SOIL AMENDMENTS

Provide all fertilizers and amendments at rates and frequencies recommended in the soil analysis report and as specified herein.

- A. Fertilizer: Sulfur-coated, pelletized, uniform in composition, dry and free-flowing. Deliver to the site in the original, unopened containers, each bearing the manufacturers guaranteed analysis. Any fertilizer, which becomes caked or otherwise damaged, making it unsuitable for use, will not be accepted.

- B. Requirements: Commercial fertilizer shall be of the following percentages by weight of active ingredients:
 - 1. 10-30-10
 - 2. 15-15-15
 - 3. Ammonium sulfate (21-0-0)
 - 4. 16-16-16
 - 5. 18-18-5
- C. Plant Tablets: Agriform 21 gram tablets (20-10-5) or approved equal.
- D. Maintenance Period: Osmocote 14-5-14 as per manufacturers recommendations.

2.05 SOIL AMENDMENTS

- A. Organic non-nutrient soil conditioners shall be Kellogg's Nitrohumus Soil Conditioner" or approved equal.
- B. Organic nutrient-soil amendment (humus) shall be Gro-Power Plus (5-3-1), Ferto (6-4-2) or approved equal.

2.06 PLANTING SOIL MIXTURES

Backfill Mix: One part non-nutrient soil conditioner to 4 parts excavated soil from planting pit or imported screened soil.

PART 3 - EXECUTION

3.01 PROTECTION OF EXISTING VEGETATION TO REMAIN

- A. The Contractor shall be responsible for protecting existing palms, trees and shrubs within the project site and for trees damaged as a result of his operations within the area. No tree shall be pruned unless affected by the construction. No material shall be stockpiled nor equipment parked, stored or permitted to operate within the drip line area of any existing tree or palm.
- B. Trees shall be pruned by a licensed Landscape Contractor or certified arborist. Approximately 1/3 to 1/2 the branch structure shall be removed to compensate for root loss. If more than 1/2 of branch structure must be removed, obtain approval from the Construction Manager. Pruning shall be done in such as way that the natural shape of the tree is not impaired. Pruning shall be done with approved, clean, sharp tools. All cut surfaces one half-inch diameter or greater shall be completely covered with an approved tree paint dressing. All dead and broken branches shall be removed from the tree.

- C. To allow for compaction, finish grade shall be 1-1/2 inches minimum above either the existing grade or new finish grade.

3.02 PREPARATION OF PLANTING AREAS

- A. Verify locations of all utility lines. Repair any utilities or structures damaged as a result of these operations.
- B. Clear all planting areas of debris and foreign material. Remove rocks exceeding 1-1/2 inches in largest dimension and all weeds and vegetation unless designated to remain. Spray all nut grass with post-emergent herbicide. Follow manufacturers instructions.
- C. Provide an even 4-inch layer of soil over planting areas unless otherwise specified. Spread fertilizer along with amendments at rates recommended in soil analysis report, over rough grade in planting areas and then scarify soil to a depth of 6-inches by tilling until the soil is loose and fine textured. Refer to grading plans for finish grades.
- D. Remove stones exceeding 1-1/2 inches in largest dimension, sticks, rubbish, and other extraneous matter that is exposed by tilling. Remove this debris from the site.
- E. Grades shall be smooth and on a uniform plane with no abrupt changes or pockets, and shall slope away from all buildings, walls, paving and curbs. Insure surface drainage of all planting areas, and notify Construction Manager of any discrepancies, obstructions, or other conditions considered detrimental to proper execution of the work.
- F. Tie landscape work to existing conditions and controls, such as buildings, wall, pavement, utility lines, area drains, storm drains, etc. Finish grades shall properly relate to such controls. Adjust all new work as necessary and as directed to meet existing conditions and fulfill the intent of the Drawings.
- G. Grades adjacent to sidewalks and curbs shall be 1/2-inch below top of pavement.

3.03 INSTALLATION OF PLANT MATERIAL

- A. All quantities indicated on planting plan are only approximate and are only provided for the convenience of the Contractor. Contractor shall verify quantities to fulfill intent of plan with plants and other specified materials at locations, spacings, and depths indicated.
- B. Immediately notify Construction Manager of any discrepancy between Drawings and actual site conditions. Do not proceed with work within affected areas until discrepancy has been resolved by the Construction Manager.
- C. Verify locations of all utility lines. Repair any utilities or structures damaged as a result of these operations.
- D. Do not plant shrubs, ground cover or grass, until irrigation system is installed.
- E. Plant lawn areas after completion of all other planting operations, unless otherwise directed.

- F. Rootballs of trees and shrub shall be of sufficient size to contain enough major root laterals capable of supporting the trimmed back leaf surface.
- G. Use adequate wrapping and padding to protect trunks and branches from rope, cable, and equipment abrasions during planting operations.
- H. Diameter of all plant pits for trees and shrubs shall be at least twice the diameter of the rootball; depth of pits shall be sufficient to accommodate rootball when plant is set to finish grade, allowing for at least one foot of prepared backfill mix below rootball.
- I. Set all trees and shrubs on tamped backfill mix with top of rootball flush with finish grade. Set each plant upright and in a position of natural balance and appearance and face to provide the best appearance in relationship to adjacent structures and surroundings.
- J. Carefully place backfill under and around rootball to ensure no air pockets and tamp firmly to prevent settling. Space fertilizer tablets evenly around rootball, approximately 2-inches from root tips, alongside lower half of rootball. Apply fertilizer tablets at the following rates:

<u>Container Size</u>	<u>Number of Tablets</u>
Field Stock	20
25 gallon can	10
15 gallon can	7
10 gallon can	5
5 gallon can	3
3 gallon can	2
2 & 1 gallon can	1

- K. Support trees immediately after planting. Brace each tree with 3 equally spaced stakes and rubber or plastic fabric ties.
- L. Pruning shall be performed by experienced tree trimmers who, through related training and on-the-job experience, are familiar with the techniques and hazards of this work.
 - 1. Limit pruning of trees and shrubs to minimum necessary to remove injured twigs and branches, and to compensate for loss of roots during transplanting, but never to exceed 1/3 of branching structure. Any additional pruning must be approved in advance by the Construction Manager. Pruning of field stock trees shall be limited to 1/2 of branching structure.
 - 2. Prune in such a manner as not to change natural habit or shape of plant. Make all cuts flush, leaving no stubs. Precut all limbs and branches over one inch in diameter to prevent splitting and peeling of the bark.
- M. Uniformly edge beds of individual plants to provide clear cut division line between planted area and adjacent lawn or ground covers. Form bed shapes as indicated with header 1-inch above finish grade.

- N. Plant ground cover in neat rows insuring complete coverage of all planting areas, including under and around shrubs. Spacings indicated on Drawings are triangular spacing.
- O. Water each plant deeply and thoroughly, saturating rootball immediately following planting and at least three times a week thereafter until end of maintenance period.
- P. Water lawn areas immediately following completion of grass planting operations.
 - 1. Planting by Stolons: On moist prepared surface, evenly distribute rooted stolons at rate of 8 bushels per 1,000 sq. ft. into soil in such a manner that at least 80% of stolons are buried 1/2-inch to 1-1/2-inches deep. Smooth and compact surface by means of mechanical roller weighing 60 to 90 pounds per lineal foot of roller.
- Q. Maintain finish grade established prior to planting. Restore finish grade in any area disturbed by erosion or planting operations.

3.04 CLEAN UP

Remove from the premises, as work progresses, all rubbish and debris resulting from this work. Upon completion, leave entire area in a neat and orderly condition. Promptly remove any soil falling upon pavement as a result of these operations.

3.05 INSPECTIONS

- A. When all planting and clean-up have been completed, request that an inspection be held so that the maintenance period may be started. Correct all deficiencies noted at the inspection to the satisfaction of the Construction Manager before starting formal maintenance period.
- B. 5 to 10 days before end of maintenance period, request an inspection from the Construction Manager to resolve and correct any deficiencies. Make all corrections immediately.
- C. Hold another inspection on the last day of maintenance period or as soon thereafter as possible.
- D. Contractor and Construction Manager or their representatives, shall be present at each inspection.
- E. Request inspections at least one week in advance so that a mutually agreeable time may be arranged.

3.06 MAINTENANCE

- A. Begin maintenance period immediately after completion and approval of planting operations and continue for three (3) months after start of maintenance period. Care of plants prior to start of formal maintenance period is only incidental.
- B. Maintain all plants and planted areas in optimum condition and appearance.

Maintenance shall include watering, weeding, fertilizing, replacing, pruning, maintaining of grades and elevations in all landscape areas, and other operations necessary to maintain work. Remove from the site all leaves, papers, trash, and debris, which accumulate in planting areas.

1. Irrigate as necessary to secure maximum growth of plants. Carefully regulate irrigation to avoid overwatering, runoff and soil erosion.
2. Keep planting areas free of weeds and undesirable grasses, including nutgrass. Remove entire root system of all weeds.
3. Mow lawn areas after grass is established, to height of one inch (1") whenever the height of grass becomes 2 inches.
4. Topdress and roll lawn areas as necessary to obtain smooth and level lawn surface.
5. Immediately re-grass all bare spots within lawn areas.
6. Spread fertilizer over all ground cover areas at rate of 10 lbs. per 1000 sq. ft.; once, 2 weeks after start of maintenance period and again, every 30 days thereafter until completion of maintenance period.
7. Promptly wash off any fertilizer, which adheres to foliage. Irrigate planting areas following fertilizer application. Sweep off any fertilizer, which falls on pavement.
8. Prune trees and shrubs as required or as directed by the HCDA's Representative.
9. Maintain finish grade established prior to planting. When any planting areas become eroded or otherwise damaged, repair and replant.
10. Protect areas susceptible to pedestrian or vehicular traffic by erecting barricades immediately after planting. Replant any areas damaged by pedestrian or vehicular traffic, at no additional expense to HCDA. Barricades or warning signs erected for protection of landscaping are subject to approval of HCDA's Representative.
11. Contractor is not responsible for replacement of plants, which have been stolen, killed, disfigured, or otherwise damaged as a result of vandalism after start of maintenance period.
12. Inspect all plants for disease and insect damage weekly. Treat affected material immediately. Replace any plants killed or disfigured by insects or disease.
13. Acceptance of lawn areas at conclusion of maintenance period shall be conditioned upon 98% coverage of the overall area. Individual bare spots shall not exceed one square foot in area. Maintenance period for all planting shall be extended at no additional cost if grass planting does not meet this requirement.

END OF SECTION

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