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TECHNICAL SPECIFICATIONS

GEOTECHNICAL REPORT

Department of Hawaiian Home Lands - Land Development Division

SIGN-IN SHEET

IFB-15 -HHL- 023	Kanehili Sound/ Safety Wall, East Kapolei, Oahu
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INSTRUCTIONS

Read this packet carefully. If you have any questions, please call Darrell Ing, LDD Project Manager, at 620-9276 or email to darrell.h.ing@hawaii.gov.

Note: Please fax this sheet to 620-9299, mail or email to darrell.h.ing@hawaii.gov after downloading this document from the Department of Hawaiian Home Lands website.

Pre-Bid Conference/Site Inspection:	Date: June 3, 2015 Time: 10:00 am Location: Hale Pono'i, 91-5420 Kapolei Parkway, Kapolei, Hawaii
Notice of Intention to Bid must be received by:	Date: June 16, 2015 Location: DHHL, Land Development Division, 91-5420 Kapolei Parkway, Kapolei, Hawaii Submittal of a Notice of Intention to Bid via facsimile at (808) 620-9299, or e-mail to darrell.h.ing@hawaii.gov is acceptable.
Bid Offer Form Due:	Date: June 26, 2015 Time: 2:00 pm Location: DHHL, 91-5420 Kapolei Parkway, Kapolei, Hawaii
Bid Opening:	Date: June 26, 2015 Time: 2:00 pm Location: DHHL, 91-5420 Kapolei Parkway, Kapolei, Hawaii
Company:	Date: _____
Address:	_____
Phone No.	Cell No.
Fax No.	_____
Email Address:	_____
Contact Person:	_____

Signature of Person Downloading Packet (Print Name & Title after signature)

**NOTICE TO BIDDERS
INVITATION FOR BID
Department of Hawaiian Home Lands
Land Development Division
IFB NO.: IFB-15-HHL-023**

SEALED BIDS for IFB No.: IFB-15-HHL-023, Kanehili Sound/ Safety Wall, East Kapolei, Oahu, State of Hawaii, will be received by the Department of Hawaiian Home Lands (DHHL), at Hale Kalaniana'ole, 91-5420 Kapolei Parkway, Kapolei, Hawaii 96707, until **2:00 p.m., Hawaii Standard Time (H.S.T.) June 26, 2015**, at which time all bids will be publicly opened and read aloud. Bids received after the time fixed for opening or delivered anywhere other than as specified above will not be considered.

This project consists of (1) construction of approximately 1,876 lineal feet of CMU barrier wall within the Kanehili residential subdivision adjacent to Kualaka'i Parkway; (2) repair of sidewalks on Kaapuawai Street and Kamakahelei Street in Kanehili.

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

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

Bid documents may be examined at or obtained from DHHL at the Department of Hawaiian Home Lands website:

<http://www.dhhl.hawaii.gov/procurement/>

There is no fee assessment to download the IFB documents from the DHHL website.

It is the responsibility of Interested Bidders to check the DHHL website for any addenda issued by DHHL.

All prospective bidders/offerors are invited to attend a PRE-BID CONFERENCE to be held 10:00 am, H.S.T, on **June 3, 2015**, at Hale Pono'i, 91-5420 Kapolei Parkway, Kapolei, Hawaii 96707. Subcontractors and union representatives are also invited to attend. The conference is to provide bidders/offerors with an opportunity to ask questions about the contractual requirements and technical aspects of the project. A site visit of the project site will follow the pre-bid conference. Attendance of the pre-bid conference and/or site visit is not a condition for submitting a bid, but strongly recommended. Persons needing special accommodations due to a disability may submit such requests to Darrell Ing, Land Development Division, via facsimile at (808) 620-9299 or e-mail to darrell.h.ing@hawaii.gov.

A written NOTICE OF INTENTION TO BID is required and shall be received by the DHHL, Land Development Division, at 91-5420 Kapolei Parkway, Kapolei, Hawaii 96707, no later than

June 16, 2015. Submittal of a NOTICE OF INTENTION TO BID via facsimile at (808) 620-9299, or e-mail to darrell.h.ing@hawaii.gov is acceptable.

A properly executed and notarized STANDARD QUALIFICATION QUESTIONNAIRE FOR OFFERORS, SPO Form-21 ("Questionnaire") is required and shall be submitted by mail or hand-delivery to the DHHL Land Development Division, at 91-5420 Kapolei Parkway, Kapolei, Hawaii 96707 for evaluation no later than ten working days prior to the day designated for opening bids. The Questionnaire can be downloaded at the State Forms Central website:
<http://hawaii.gov/forms/state-procurement-office>.

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

CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS PROHIBITED. If awarded a contract in response to this solicitation, offeror agrees to comply with HRS §11-355, which states that campaign contributions are prohibited from a State and county government contractor during the term of the contract if the contractor is paid with funds appropriated by the legislative body between the execution of the contract through the completion of the contract.

Questions regarding this project may be directed in writing to Darrell Ing, Land Development Division, DHHL, 91-5420 Kapolei Parkway, Kapolei, Hawaii 96707, via facsimile at (808) 620-9299, or e-mail to darrell.h.ing@hawaii.gov.

Dated at Honolulu, Hawaii, this 27th day of May, 2015.

DEPARTMENT OF HAWAIIAN HOME LANDS



Jobie M. K. Masagatani, Chairman
Hawaiian Homes Commission

Posted on the internet at: <http://spo3.hawaii.gov/notices/notices>

State of Hawai'i
DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS
Princess Ruth Ke'elikolani Building
830 Punchbowl Street
Honolulu, Hawai'i 96813

February 16, 2015
WAGE RATE SCHEDULE BULLETIN NO. 485

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

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

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

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

The next regular schedule will be issued on or about September 15, 2015.

ELAINE N. YOUNG
Acting Director



STATE OF HAWAII
DAVID Y. IGE, Governor

DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS
ELAINE N. YOUNG, Acting Director

RESEARCH AND STATISTICS OFFICE
PHYLLIS DAYAO, Research & Statistics Officer

OPERATIONS MANAGEMENT INFORMATION STAFF
Janet Kaya, Supervisor

In cooperation with:
WAGE STANDARDS DIVISION
PAMELA MARTIN, Administrator

WAGE RATE SCHEDULE BULLETIN NO. 485

Classification	Current			2015			2016			2017			Remarks See Pg 6-7
	Prevailing Wage Total	Basic Hourly Rate	Fringe Hourly Rate	Prevailing Wage Total	Basic Hourly Rate	Fringe Hourly Rate	Prevailing Wage Total	Basic Hourly Rate	Fringe Hourly Rate	Prevailing Wage Total	Basic Hourly Rate	Fringe Hourly Rate	
ASPHALT PAVING GROUP:	9/15/14												
Asphalt Concrete Material Transfer	\$67.39	\$38.42	\$28.97	-	-	-	-	-	-	-	-	-	
Asphalt Raker	\$66.43	\$37.46	\$28.97	-	-	-	-	-	-	-	-	-	
Asphalt Spreader Operator	\$67.91	\$38.94	\$28.97	-	-	-	-	-	-	-	-	-	
Laborer, Hand Roller	\$63.66	\$34.69	\$28.97	-	-	-	-	-	-	-	-	-	
Roller Operator (5 tons and under)	\$66.16	\$37.19	\$28.97	-	-	-	-	-	-	-	-	-	
Roller Operator (over 5 tons)	\$67.59	\$38.62	\$28.97	-	-	-	-	-	-	-	-	-	
Screed Person	\$67.39	\$38.42	\$28.97	-	-	-	-	-	-	-	-	-	
EQUIPMENT OPERATOR:													
Combination Loader/Backhoe (over 3/4 cu. yd.)	\$66.43	\$37.46	\$28.97	-	-	-	-	-	-	-	-	-	
Combination Loader/Backhoe (up to 3/4 cu. yd.)	\$65.45	\$36.48	\$28.97	-	-	-	-	-	-	-	-	-	
Concrete saws and/or Grinder (self-propelled unit on streets, highways, airports and canals)	\$67.39	\$38.42	\$28.97	-	-	-	-	-	-	-	-	-	
Grader, Soil Stabilizer, Cold Planer	\$68.22	\$39.25	\$28.97	-	-	-	-	-	-	-	-	-	
Loader (2-1/2 cu. yds. and under)	\$67.39	\$38.42	\$28.97	-	-	-	-	-	-	-	-	-	
Loader (over 2-1/2 cu. yds. to and including 5 cu. yds.)	\$67.71	\$38.74	\$28.97	-	-	-	-	-	-	-	-	-	
TRUCK DRIVER:													
Assistant to Engineer	\$66.16	\$37.19	\$28.97	-	-	-	-	-	-	-	-	-	
Oil Tanker (double), Hot Liquid Asphalt Tanker	\$67.71	\$38.74	\$28.97	-	-	-	-	-	-	-	-	-	
Semi-Trailer, Semi-Dump, Asphalt Distributor	\$67.39	\$38.42	\$28.97	-	-	-	-	-	-	-	-	-	
Slip-in or Pup	\$67.71	\$38.74	\$28.97	-	-	-	-	-	-	-	-	-	
Single or Rock Cans Tandem Dump Truck (8 cu. yds. & under, water level)	\$66.43	\$37.46	\$28.97	-	-	-	-	-	-	-	-	-	
Single or Rock Cans Tandem Dump Truck (over 8 cu. yds., water level)	\$66.74	\$37.77	\$28.97	-	-	-	-	-	-	-	-	-	
Tractor Trailer (hauling equipment)	\$67.82	\$38.85	\$28.97	-	-	-	-	-	-	-	-	-	
Utility, Flatbed	\$66.16	\$37.19	\$28.97	-	-	-	-	-	-	-	-	-	
* BOILERMAKER	2/16/15												
	\$63.63	\$34.18	\$29.45	-	-	-	-	-	-	-	-	-	
CARPENTER:	9/15/14												
Carpenter; Patent Scaffold Erector (Over 14 feet); Piledriver; Pneumatic Nailer	\$62.96	\$42.25	\$20.71	-	-	-	-	-	-	-	-	-	1
Millwright	\$63.21	\$42.50	\$20.71	-	-	-	-	-	-	-	-	-	1
Power Saw Operator (2 h.p. & above)	\$63.11	\$42.40	\$20.71	-	-	-	-	-	-	-	-	-	1
* CEMENT FINISHER: (Note: 2 increases in 2015)	2/16/15			8/31/15			8/29/16			9/4/17			
Cement Finisher; Curb Setter; Precast Panel Setter; Manhole Builder	\$61.82	\$37.30	\$24.52	\$63.48	\$37.90	\$25.58	\$65.09	\$38.50	\$26.59	\$66.73	\$39.10	\$27.63	2,12
Trowel Machine Operator	\$61.97	\$37.45	\$24.52	\$63.63	\$38.05	\$25.58	\$65.24	\$38.65	\$26.59	\$66.88	\$39.25	\$27.63	2,12
* CHAIN-LINK FENCE ERECTOR	10/1/14			10/5/15			10/3/16			10/2/17			
	\$30.55	\$19.00	\$11.55	\$32.40	\$20.10	\$12.30	\$34.45	\$21.30	\$13.15	\$36.55	\$22.60	\$13.95	10
CHLORINATOR	9/15/14												
	\$25.42	\$23.00	\$2.42	-	-	-	-	-	-	-	-	-	

WAGE RATE SCHEDULE BULLETIN NO. 485

Classification	Current			2015			2016			2017			Remarks See Pg 6-7
	Prevailing Wage Total	Basic Hourly Rate	Fringe Hourly Rate	Prevailing Wage Total	Basic Hourly Rate	Fringe Hourly Rate	Prevailing Wage Total	Basic Hourly Rate	Fringe Hourly Rate	Prevailing Wage Total	Basic Hourly Rate	Fringe Hourly Rate	
DIVER:	9/15/14												
Diver (Aqua Lung) (Scuba) - Up to a depth of 30 feet	\$80.54	\$52.13	\$28.41	-	-	-	-	-	-	-	-	-	
Diver (Aqua Lung) (Scuba) - Over a depth of 30 feet	\$89.91	\$61.50	\$28.41	-	-	-	-	-	-	-	-	-	
Stand-By Diver (Aqua Lung) (Scuba)	\$71.16	\$42.75	\$28.41	-	-	-	-	-	-	-	-	-	
Diver (Other than Aqua Lung)	\$89.91	\$61.50	\$28.41	-	-	-	-	-	-	-	-	-	3
Stand-By Diver (Other than Aqua Lung)	\$71.16	\$42.75	\$28.41	-	-	-	-	-	-	-	-	-	3
Tender (Other than Aqua Lung)	\$68.13	\$39.72	\$28.41	-	-	-	-	-	-	-	-	-	
DRAPERY INSTALLER	9/15/14												
	\$22.59	\$19.58	\$3.01	-	-	-	-	-	-	-	-	-	
DRYWALL INSTALLER	9/15/14												
	\$63.21	\$42.50	\$20.71	-	-	-	-	-	-	-	-	-	
ELECTRICIAN: (Note: 2 increases in 2015)	8/24/14			2/22/15			2/21/16						
Cable Splicer (inside/outside)	\$74.27	\$46.53	\$27.74	\$75.03	\$46.92	\$28.11	\$76.65	\$47.74	\$28.91	-	-	-	4
Ground Worker (outside)	\$54.94	\$31.73	\$23.21	\$55.53	\$31.99	\$23.54	\$56.82	\$32.55	\$24.27	-	-	-	4
Heavy Equipment Operator (outside)	\$63.22	\$38.07	\$25.15	\$63.89	\$38.39	\$25.50	\$65.31	\$39.06	\$26.25	-	-	-	4
Line Installer (outside); Wire Installer (inside)	\$68.75	\$42.30	\$26.45	\$69.46	\$42.65	\$26.81	\$70.98	\$43.40	\$27.58	-	-	-	4
Technician (inside/outside)	\$70.40	\$43.57	\$26.83	\$71.13	\$43.93	\$27.20	\$72.68	\$44.70	\$27.98	-	-	-	4
				8/23/15									
Cable Splicer (inside/outside)	-	-	-	\$75.89	\$47.36	\$28.53	-	-	-	-	-	-	4
Ground Worker (outside)	-	-	-	\$56.22	\$32.29	\$23.93	-	-	-	-	-	-	4
Heavy Equipment Operator (outside)	-	-	-	\$64.66	\$38.75	\$25.91	-	-	-	-	-	-	4
Line Installer (outside); Wire Installer (inside)	-	-	-	\$70.27	\$43.05	\$27.22	-	-	-	-	-	-	4
Technician (inside/outside)	-	-	-	\$71.95	\$44.34	\$27.61	-	-	-	-	-	-	4
Telecommunication Worker	9/1/13												
Licensed Technician	\$37.04	\$25.60	\$11.44	-	-	-	-	-	-	-	-	-	
Technician I / Splicer	\$35.63	\$24.38	\$11.25	-	-	-	-	-	-	-	-	-	
*ELEVATOR CONSTRUCTOR MECHANIC	2/16/15												
	\$81.455	\$53.07	\$28.385	-	-	-	-	-	-	-	-	-	
EQUIPMENT OPERATOR:	9/15/14												
Group 1	\$65.85	\$37.44	\$28.41	-	-	-	-	-	-	-	-	-	5
Group 2	\$65.96	\$37.55	\$28.41	-	-	-	-	-	-	-	-	-	5
Group 3	\$66.13	\$37.72	\$28.41	-	-	-	-	-	-	-	-	-	5
Group 4	\$66.40	\$37.99	\$28.41	-	-	-	-	-	-	-	-	-	5
Group 5	\$66.71	\$38.30	\$28.41	-	-	-	-	-	-	-	-	-	5
Group 6	\$67.36	\$38.95	\$28.41	-	-	-	-	-	-	-	-	-	5
Group 7	\$67.68	\$39.27	\$28.41	-	-	-	-	-	-	-	-	-	5
Group 8	\$67.79	\$39.38	\$28.41	-	-	-	-	-	-	-	-	-	5
Group 9	\$67.90	\$39.49	\$28.41	-	-	-	-	-	-	-	-	-	5
Group 9A	\$68.13	\$39.72	\$28.41	-	-	-	-	-	-	-	-	-	5
Group 10	\$68.19	\$39.78	\$28.41	-	-	-	-	-	-	-	-	-	5
Group 10A	\$68.34	\$39.93	\$28.41	-	-	-	-	-	-	-	-	-	5
Group 11	\$68.49	\$40.08	\$28.41	-	-	-	-	-	-	-	-	-	5
Group 12	\$68.85	\$40.44	\$28.41	-	-	-	-	-	-	-	-	-	5
Group 12A	\$69.21	\$40.80	\$28.41	-	-	-	-	-	-	-	-	-	5

WAGE RATE SCHEDULE BULLETIN NO. 485

Classification	Current			2015			2016			2017			Remarks See Pg 6-7
	Prevailing Wage Total	Basic Hourly Rate	Fringe Hourly Rate	Prevailing Wage Total	Basic Hourly Rate	Fringe Hourly Rate	Prevailing Wage Total	Basic Hourly Rate	Fringe Hourly Rate	Prevailing Wage Total	Basic Hourly Rate	Fringe Hourly Rate	
FENCE ERECTOR (CHAIN-LINK TYPE) See Chain-Link Fence Erector	-	-	-	-	-	-	-	-	-	-	-	-	
FLOOR LAYER (CARPET, LINOLEUM & SOFT TILE)	3/2/14			3/1/15									
	\$54.40	\$30.23	\$24.17	\$56.90	\$31.15	\$25.75	-	-	-	-	-	-	
GLAZIER	9/15/14												
	\$61.39	\$34.10	\$27.29	-	-	-	-	-	-	-	-	-	6
HELICOPTER WORK:	9/15/14												
Airborne Hoist Operator	\$69.71	\$41.30	\$28.41	-	-	-	-	-	-	-	-	-	
Co-Pilot	\$69.85	\$41.44	\$28.41	-	-	-	-	-	-	-	-	-	
Pilot	\$70.02	\$41.61	\$28.41	-	-	-	-	-	-	-	-	-	
* INSULATOR	9/15/14			8/30/15						9/3/17			
	\$62.05	\$38.65	\$23.40	\$62.90	\$39.65	\$23.25	-	-	-	\$64.15	\$40.50	\$23.65	7,12
IRONWORKER:	9/15/14			9/1/15			9/1/16						
Reinforcing, Structural	\$64.76	\$35.75	\$29.01	\$65.76	\$36.75	\$29.01	\$66.76	\$37.75	\$29.01	-	-	-	8,12
* LABORER: (Note: 2 increases in 2015)	2/16/15			8/31/15			8/29/16			9/4/17			
Driller	\$51.01	\$34.30	\$16.71	\$52.86	\$35.35	\$17.51	\$54.76	\$36.35	\$18.41	\$56.66	\$37.40	\$19.26	1
Gunite Operator or Shotcrete Operator	\$50.51	\$33.80	\$16.71	\$52.36	\$34.85	\$17.51	\$54.26	\$35.85	\$18.41	\$56.16	\$36.90	\$19.26	1
High Scaler (Working Suspended)	\$50.51	\$33.80	\$16.71	\$52.36	\$34.85	\$17.51	\$54.26	\$35.85	\$18.41	\$56.16	\$36.90	\$19.26	
Laborer I	\$50.01	\$33.30	\$16.71	\$51.86	\$34.35	\$17.51	\$53.76	\$35.35	\$18.41	\$55.66	\$36.40	\$19.26	1
Laborer II	\$47.41	\$30.70	\$16.71	\$49.26	\$31.75	\$17.51	\$51.16	\$32.75	\$18.41	\$53.06	\$33.80	\$19.26	1
Light/Final Clean-up (Janitorial) Laborer	\$37.24	\$24.70	\$12.54	\$39.09	\$25.75	\$13.34	\$41.04	\$26.75	\$14.29	\$42.94	\$27.80	\$15.14	1
Mason Tender/Hod Carrier	\$50.51	\$33.80	\$16.71	\$52.36	\$34.85	\$17.51	\$54.26	\$35.85	\$18.41	\$56.16	\$36.90	\$19.26	1
Powder Blaster	\$51.01	\$34.30	\$16.71	\$52.86	\$35.35	\$17.51	\$54.76	\$36.35	\$18.41	\$56.66	\$37.40	\$19.26	1
Window Washer (Outside) (On bosun's chair, cable-suspended scaffold or work platform)	\$49.51	\$32.80	\$16.71	\$51.36	\$33.85	\$17.51	\$53.26	\$34.85	\$18.41	\$55.16	\$35.90	\$19.26	
LANDSCAPER:	9/1/14												
Landscape & Irrigation Laborer A	\$33.31	\$23.20	\$10.11	-	-	-	-	-	-	-	-	-	
Landscape & Irrigation Laborer B	\$33.81	\$23.70	\$10.11	-	-	-	-	-	-	-	-	-	
Landscape & Irrigation Maintenance Laborer	\$29.81	\$19.70	\$10.11	-	-	-	-	-	-	-	-	-	
LATHER	9/15/14												
	\$63.21	\$42.50	\$20.71	-	-	-	-	-	-	-	-	-	
MASON; Bricklayer;	9/16/13												
Cement Blocklayer; Stone Mason; Precast Sill Setter	\$60.32	\$36.85	\$23.47	-	-	-	-	-	-	-	-	-	2
Pointer-Caulker-Weatherproofer	\$60.57	\$37.10	\$23.47	-	-	-	-	-	-	-	-	-	2
* PAINTER: (Note: 2 increases in 2015)	2/16/15			7/1/15			1/1/16						
Painter; Spray Painter; Sandblaster or Waterblaster	\$61.15	\$34.60	\$26.55	\$61.40	\$34.85	\$26.55	\$61.80	\$34.85	\$26.95	-	-	-	12

WAGE RATE SCHEDULE BULLETIN NO. 485

Classification	Current			2015			2016			2017			Remarks See Pg 6-7
	Prevailing Wage Total	Basic Hourly Rate	Fringe Hourly Rate	Prevailing Wage Total	Basic Hourly Rate	Fringe Hourly Rate	Prevailing Wage Total	Basic Hourly Rate	Fringe Hourly Rate	Prevailing Wage Total	Basic Hourly Rate	Fringe Hourly Rate	
* PLASTERER: (Note: 2 increases in 2015)	2/16/15			8/31/15			8/29/16			9/4/17			
	\$62.81	\$38.29	\$24.52	\$64.62	\$39.04	\$25.58	\$66.38	\$39.79	\$26.59	\$68.17	\$40.54	\$27.63	2,12
* PLUMBER: (Note: 2 increases per year)	1/4/15			7/5/15			1/3/16			1/1/17			
Plumber; Pipefitter; Refrigeration Fitter; Heating & Air Conditioning Fitter; Sprinkler Fitter; Steamfitter	\$63.56	\$39.35	\$24.21	\$64.31	\$39.85	\$24.46	\$65.08	\$40.35	\$24.73	\$66.60	\$41.35	\$25.25	9
Plumber; Pipefitter; Refrigeration Fitter; Heating & Air Conditioning Fitter; Sprinkler Fitter; Steamfitter	-	-	-	-	-	-	7/3/16			7/2/17			
							\$65.83	\$40.85	\$24.98	\$67.35	\$41.85	\$25.50	9
ROOFER:	9/7/14			9/6/15			9/4/16						
Shingle, Tile, Built-up Roofing	\$55.23	\$38.10	\$17.13	\$55.98	\$38.85	\$17.13	\$56.98	\$39.85	\$17.13	-	-	-	12
Coal Tar Pitch	\$93.33	\$76.20	\$17.13	\$94.83	\$77.70	\$17.13	\$96.83	\$79.70	\$17.13	-	-	-	12
SANDBLASTER OR WATERBLASTER:													
Use wages of craft to which sand or water blasting is incidental.													
SHEETMETAL WORKER	8/31/14												
	\$61.80	\$38.40	\$23.40	-	-	-	-	-	-	-	-	-	
* TAPER	2/16/15						1/1/16			1/1/17			
	\$61.50	\$41.00	\$20.50	-	-	-	\$63.05	\$41.50	\$21.55	\$64.75	\$42.00	\$22.75	
TERMITE TREATER	9/15/14												
	\$14.74	\$12.00	\$2.74	-	-	-	-	-	-	-	-	-	
TERRAZZO:	9/16/13												
Terrazzo Setter	\$60.57	\$37.10	\$23.47	-	-	-	-	-	-	-	-	-	2
Terrazzo Base Grinder	\$58.76	\$35.29	\$23.47	-	-	-	-	-	-	-	-	-	2
Certified Terrazzo Floor Grinder and Tender	\$57.21	\$33.74	\$23.47	-	-	-	-	-	-	-	-	-	2
Terrazzo Floor Grinder	\$55.71	\$32.24	\$23.47	-	-	-	-	-	-	-	-	-	2
TILE SETTER:	9/16/13												
Ceramic Hard Tile; Marble Setter	\$60.57	\$37.10	\$23.47	-	-	-	-	-	-	-	-	-	2
Certified Ceramic Tile & Marble Helper	\$57.21	\$33.74	\$23.47	-	-	-	-	-	-	-	-	-	2
TRUCK DRIVER:	9/15/14												
Concrete Mixer	\$34.12	\$30.50	\$3.62	-	-	-	-	-	-	-	-	-	
Concrete Mixer/Booster	\$44.46	\$31.23	\$13.23	-	-	-	-	-	-	-	-	-	
Dump Truck, 8 cu. yds. & under (water level); Water Truck (up to & including 2,000 gallons)	\$66.40	\$37.99	\$28.41	-	-	-	-	-	-	-	-	-	
Flatbed, Utility, etc.	\$66.13	\$37.72	\$28.41	-	-	-	-	-	-	-	-	-	
End Dump, Unlicensed (Euclid, Mack, Caterpillar, or similar); Tractor Trailer (hauling equipment)	\$67.79	\$39.38	\$28.41	-	-	-	-	-	-	-	-	-	
Semi-Trailer, Rock Cans, or Semi-Dump	\$67.36	\$38.95	\$28.41	-	-	-	-	-	-	-	-	-	
Slip-in or Pup	\$67.68	\$39.27	\$28.41	-	-	-	-	-	-	-	-	-	
Tandem Dump Truck, over 8 cu. yds. (water level); Water Truck (over 2,000 gallons)	\$66.71	\$38.30	\$28.41	-	-	-	-	-	-	-	-	-	

WAGE RATE SCHEDULE BULLETIN NO. 485

Classification	Current			2015			2016			2017			Remarks See Pg 6-7
	Prevailing Wage Total	Basic Hourly Rate	Fringe Hourly Rate	Prevailing Wage Total	Basic Hourly Rate	Fringe Hourly Rate	Prevailing Wage Total	Basic Hourly Rate	Fringe Hourly Rate	Prevailing Wage Total	Basic Hourly Rate	Fringe Hourly Rate	
* UNDERGROUND LABORER: (Note: 2 increases in 2015)	2/16/15			8/31/15			8/29/16			9/4/17			
Worker in a raise, shaft, or tunnel.													
Group 1	\$50.61	\$33.90	\$16.71	\$52.46	\$34.95	\$17.51	\$54.36	\$35.95	\$18.41	\$56.26	\$37.00	\$19.26	
Group 2	\$52.11	\$35.40	\$16.71	\$53.96	\$36.45	\$17.51	\$55.86	\$37.45	\$18.41	\$57.76	\$38.50	\$19.26	
Group 3	\$52.61	\$35.90	\$16.71	\$54.46	\$36.95	\$17.51	\$56.36	\$37.95	\$18.41	\$58.26	\$39.00	\$19.26	
Group 4	\$53.61	\$36.90	\$16.71	\$55.46	\$37.95	\$17.51	\$57.36	\$38.95	\$18.41	\$59.26	\$40.00	\$19.26	
Group 5	\$53.86	\$37.15	\$16.71	\$55.71	\$38.20	\$17.51	\$57.61	\$39.20	\$18.41	\$59.51	\$40.25	\$19.26	
Group 6	\$53.96	\$37.25	\$16.71	\$55.81	\$38.30	\$17.51	\$57.71	\$39.30	\$18.41	\$59.61	\$40.35	\$19.26	
Group 7	\$54.21	\$37.50	\$16.71	\$56.06	\$38.55	\$17.51	\$57.96	\$39.55	\$18.41	\$59.86	\$40.60	\$19.26	
Group 8	\$54.66	\$37.95	\$16.71	\$56.51	\$39.00	\$17.51	\$58.41	\$40.00	\$18.41	\$60.31	\$41.05	\$19.26	
WATER FRONT CONSTRUCTION (DREDGING):	9/15/14												
CLAMSHELL OR DIPPER DREDGES:													
Clamshell or Dipper Operator	\$68.85	\$40.44	\$28.41	-	-	-	-	-	-	-	-	-	11
Mechanic; Welder; Watch Engineer	\$68.19	\$39.78	\$28.41	-	-	-	-	-	-	-	-	-	
Deckmate; Bargemate	\$67.79	\$39.38	\$28.41	-	-	-	-	-	-	-	-	-	
Fire Person; Oiler; Deckhand; Barge Worker	\$66.13	\$37.72	\$28.41	-	-	-	-	-	-	-	-	-	
HYDRAULIC SUCTION DREDGES:													
Lever Operator	\$68.49	\$40.08	\$28.41	-	-	-	-	-	-	-	-	-	
Mechanic; Welder	\$68.19	\$39.78	\$28.41	-	-	-	-	-	-	-	-	-	
Watch Engineer (steam or electric)	\$68.34	\$39.93	\$28.41	-	-	-	-	-	-	-	-	-	
Dozer Operator	\$68.13	\$39.72	\$28.41	-	-	-	-	-	-	-	-	-	
Deckmate	\$67.79	\$39.38	\$28.41	-	-	-	-	-	-	-	-	-	
Winch Operator (stern winch on dredge)	\$67.68	\$39.27	\$28.41	-	-	-	-	-	-	-	-	-	
Fire Person; Oiler; Deckhand (can operate anchor scow under direction of deckmate); Levee Operator	\$66.13	\$37.72	\$28.41	-	-	-	-	-	-	-	-	-	
DERRICKS:													
Operator: Derrick, Piledriver, Crane	\$68.85	\$40.44	\$28.41	-	-	-	-	-	-	-	-	-	
Deckmate; Saurman Type Dragline (up to & including 5 yds.)	\$67.79	\$39.38	\$28.41	-	-	-	-	-	-	-	-	-	
Saurman Type Dragline (over 5 cu. yds.)	\$68.19	\$39.78	\$28.41	-	-	-	-	-	-	-	-	-	
Fire Person; Oiler; Deckhand	\$66.13	\$37.72	\$28.41	-	-	-	-	-	-	-	-	-	
BOAT OPERATORS:													
Master Boat Operator	\$68.49	\$40.08	\$28.41	-	-	-	-	-	-	-	-	-	
Boat Operator	\$68.34	\$39.93	\$28.41	-	-	-	-	-	-	-	-	-	
Boat Deckhand	\$66.13	\$37.72	\$28.41	-	-	-	-	-	-	-	-	-	
WATER WELL DRILLER:	9/15/14												
Water Well Driller	\$36.48	\$31.00	\$5.48	-	-	-	-	-	-	-	-	-	
Water Well Driller Helper	\$20.88	\$16.00	\$4.88	-	-	-	-	-	-	-	-	-	
WELDER:													
Use wages of craft to which welding is incidental, except for Chain-Link Fence Erector. See remark.													10

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

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

REMARKS

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

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

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

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

REMARKS

5. Equipment Operator:

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

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

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

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

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

- B. \$1.25 per hour shall be added to the hourly wage while operating a rig suspended by ropes or cables or to perform work on a Yo-Yo Cat.
 - C. In a raise or shaft, a premium of \$.40 per hour will be paid in addition to the regular straight time wage.
 A raise is defined to be an underground excavation (lined or unlined) whose length exceeds its width and the inclination of the grade from the excavation is greater than 20 degrees from the horizontal.
 A shaft is defined to be an excavation (lined or unlined) made from the surface of the earth, generally vertical in nature, but may decline up to 75 degrees from the vertical, and whose depth is greater than 15 feet and its largest horizontal dimension. Includes an underground silo.
 - D. In a tunnel, a premium of \$.30 per hour will be paid in addition to the regular straight time wages.
 A tunnel is defined to be an underground excavation (lined or unlined) whose length exceeds its width and the inclination of the grade from the excavation is no greater than 20 degrees from the horizontal.
6. Glazier: Effective 9/16/13 - \$1.00 per hour shall be added to the hourly wage for height pay for exterior glazing work performed in a walking/working surface with an unprotected side or edge 10 feet or more above a lower level which requires protection from fall hazards by guardrail systems, safety net systems, personal fall arrest systems, position devise systems, fall restraint systems, perimeter safety cables or controlled decking zones.
 7. Insulator: Six percent per hour shall be added to the hourly wage for hazardous pay while working from a boatswain chair, staging or free standing scaffolding erected from the ground up or mezzanine floor subject to a free fall and skyclimber suspended from a permanent structure and when working above 40 feet.
 8. Ironworker: \$.50 per hour shall be added to the hourly wage while working in tunnels or coffer dams. \$1.00 per hour shall be added to the hourly wage while working under or covered with water (submerged), or on the summits of Mauna Kea, Mauna Loa or Haleakala.
 9. Plumber: One and one-half times the straight-time rate for height pay while working from OSHA approved trusses, stacks, towers, tanks, bosun's chair, swinging or rolling scaffolding, supporting structures or on open platforms where the employee is subject to a direct fall of 40 feet or more. Provided, however, that when said work is performed where the employee is on a firm footing within an enclosure, a hazardous condition does not exist regardless of height. \$1.00 per hour shall be added to the straight-time rate while working with flame cutting or any type of welding equipment on any galvanized material or product for at least an hour.
 10. Chain-Link Fence Erector: \$1.00 per hour shall be added to the hourly wage while performing welding services.
 11. Water Front Construction: Clamshell or Dipper Operator: \$.50 per hour shall be added to the straight-time rate while working with boom (including jib) over 130 feet.
 12. Possible wage/fringe option increases:
 Cement Finisher, Plasterer: Effective WRS 486 - \$0.25; 8/29/16 - \$0.55; 9/4/17 - \$0.85
 Insulator: Effective WRS 486 - \$0.25; 9/3/17 - \$0.25
 Ironworker: Effective WRS 486 - \$0.90; 9/1/16 - \$1.00
 Painter: Effective WRS 486 - \$0.50; 1/1/16 - \$0.75
 Roofer: Effective WRS 486 - \$0.40; 9/4/16 - \$0.40

APPRENTICE SCHEDULE BULLETIN NO. 485 FEBRUARY 16, 2015

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

Apprentice Classifications	Interval Hrs	BASIC HOURLY RATE										FRINGE BENEFIT HOURLY RATE	Remarks See Pg 9
		1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	Total	
* BOILERMAKER	1000	\$23.93	\$25.64	\$27.34	\$29.05	\$30.76	\$32.47					\$29.45	
CARPENTER													
Indentured Prior to 9/1/02	1000	\$16.90										\$12.12	1
"	1000		\$19.01	\$21.13	\$25.35	\$29.58	\$33.80	\$38.03	\$40.14			\$20.71	1
Indentured After 9/1/02	1000	\$16.90										\$8.12	1
"	1000		\$19.01									\$12.01	1
"	1000			\$21.13	\$25.35							\$14.51	1
"	1000					\$29.58	\$33.80					\$16.51	1
"	1000							\$38.03	\$40.14			\$18.51	1
* CEMENT FINISHER													
Indentured Prior to 9/1/03	1000	\$18.65										\$7.77	2
"	1000		\$20.52	\$22.38	\$26.11	\$27.98	\$29.84	\$31.71	\$33.57			\$24.52	2
Indentured On or After 9/1/03	1000	\$18.65	\$20.52	\$22.38	\$26.11	\$27.98	\$29.84	\$31.71	\$33.57			\$11.96	2
(Effective 8/31/15)													
* CEMENT FINISHER													
Indentured Prior to 9/1/03	1000	\$18.95										\$8.37	2
"	1000		\$20.85	\$22.74	\$26.53	\$28.43	\$30.32	\$32.22	\$34.11			\$25.58	2
Indentured On or After 9/1/03	1000	\$18.95	\$20.85	\$22.74	\$26.53	\$28.43	\$30.32	\$32.22	\$34.11			\$13.02	2
* CONSTRUCTION CRAFT LABORER (LABORER I)													
Indentured On or After 9/3/02	1000	\$16.65										\$6.05	1
"	1000		\$19.98	\$23.31	\$26.64							\$12.35	1
(Effective 8/31/15)													
* CONSTRUCTION CRAFT LABORER (LABORER I)													
Indentured On or After 9/3/02	1000	\$17.18										\$6.55	1
"	1000		\$20.61	\$24.05	\$27.48							\$12.95	1
CONSTRUCTION EQUIPMENT OPERATOR													
Indentured On or After 9/1/02	1000	\$19.86										\$6.85	3
"	1000		\$21.85									\$16.76	3
"	1000			\$23.83								\$17.66	3
"	1000				\$27.80							\$19.47	3
"	1000					\$31.78						\$21.26	3
"	1000						\$35.75					\$23.07	3

APPRENTICE SCHEDULE BULLETIN NO. 485 FEBRUARY 16, 2015

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

Apprentice Classifications	Interval Hrs	BASIC HOURLY RATE										FRINGE BENEFIT HOURLY RATE	Remarks See Pg 9	
		1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	Total		
DRYWALL INSTALLER	1000	\$17.00											\$12.12	
Indentured Prior to 9/1/02	1000		\$19.13	\$21.25	\$25.50	\$29.75	\$34.00	\$38.25	\$40.38				\$20.71	
"	1000	\$17.00											\$8.12	
Indentured After 9/1/02	1000		\$19.13										\$12.01	
"	1000			\$21.25	\$25.50								\$14.51	
"	1000					\$29.75	\$34.00						\$16.51	
"	1000							\$38.25	\$40.38				\$18.51	
ELECTRICIAN (WIRE & LINE INSTALLER)	1000	\$14.81											\$9.51	
"	1000		\$16.92										\$9.82	
"	1000			\$19.04									\$15.94	4
"	1000				\$21.15								\$16.90	4
"	1000					\$23.27							\$17.85	4
"	1000						\$25.38						\$18.81	4
"	1000							\$27.50					\$19.77	4
"	1000								\$29.61				\$20.71	4
"	1000									\$33.84			\$22.63	4
"	1000										\$38.07		\$24.54	4
(Effective 2/22/15)														
ELECTRICIAN (WIRE & LINE INSTALLER)	1000	\$14.93											\$9.78	
"	1000		\$17.06										\$10.09	
"	1000			\$19.19									\$16.25	4
"	1000				\$21.33								\$17.20	4
"	1000					\$23.46							\$18.16	4
"	1000						\$25.59						\$19.12	4
"	1000							\$27.72					\$20.09	4
"	1000								\$29.86				\$21.04	4
"	1000									\$34.12			\$22.95	4
"	1000										\$38.39		\$24.89	4
(Effective 8/23/15)														
* ELECTRICIAN (WIRE & LINE INSTALLER)	1000	\$15.07											\$10.10	
"	1000		\$17.22										\$10.42	
"	1000			\$19.37									\$16.59	4
"	1000				\$21.53								\$17.57	4
"	1000					\$23.68							\$18.53	4
"	1000						\$25.83						\$19.49	4
"	1000							\$27.98					\$20.47	4
"	1000								\$30.14				\$21.44	4
"	1000									\$34.44			\$23.36	4
"	1000										\$38.75		\$25.30	4

APPRENTICE SCHEDULE BULLETIN NO. 485 FEBRUARY 16, 2015

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

Apprentice Classifications	Interval Hrs	BASIC HOURLY RATE										FRINGE BENEFIT HOURLY RATE	Remarks See Pg 9
		1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	Total	
* ELEVATOR CONSTRUCTOR	850	\$26.54										-	
"	850		\$29.19									\$28.385	
"	1700			\$34.50	\$37.15	\$42.46						\$28.385	
FLOOR LAYER													
Indentured After 2/27/94	1000	\$12.09	\$13.60									\$15.17	
"	1000			\$15.12	\$16.63							\$20.17	
"	1000					\$18.14	\$19.65	\$22.67	\$25.70			\$24.17	
(Effective 3/1/15)													
* FLOOR LAYER													
Indentured After 2/27/94	1000	\$12.46	\$14.02									\$16.75	
"	1000			\$15.58	\$17.13							\$21.75	
"	1000					\$18.69	\$20.25	\$23.36	\$26.48			\$25.75	
GLAZIER													
Indentured Prior to 7/1/99	1000	\$18.76										\$25.31	5
"	1000		\$20.46									\$25.53	5
"	1000			\$23.87								\$25.97	5
"	1000				\$25.58							\$26.19	5
"	1000					\$27.28						\$26.41	5
"	1000						\$28.99					\$26.63	5
"	1000							\$30.69				\$26.85	5
"	1000								\$32.40			\$27.07	5
Indentured On or After 7/1/99	1000	\$15.35										\$24.87	5
"	1000		\$17.05									\$25.09	5
"	1000			\$18.76								\$25.31	5
"	1000				\$20.46							\$25.53	5
"	1000					\$23.87						\$25.97	5
"	1000						\$25.58					\$26.19	5
"	1000							\$27.28				\$26.41	5
"	1000								\$28.99			\$26.63	5
"	1000									\$30.69		\$26.85	5
"	1000										\$32.40	\$27.07	5

APPRENTICE SCHEDULE BULLETIN NO. 485 FEBRUARY 16, 2015

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Apprentice Classifications	Interval Hrs	BASIC HOURLY RATE										FRINGE BENEFIT HOURLY RATE	Remarks See Pg 9	
		1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	Total		
HEAVY DUTY REPAIRER & WELDER (EQUIP. OPR 9A)														
Indentured On or After 9/1/02	1000	\$19.86										\$6.85	3	
"	1000		\$21.85									\$16.76	3	
"	1000			\$23.83								\$17.66	3	
"	1000				\$27.80							\$19.47	3	
"	1000					\$31.78						\$21.26	3	
"	1000						\$33.76					\$22.17	3	
"	1000							\$35.75				\$23.07	3	
"	1000								\$37.73			\$23.97	3	
INSULATOR														
Hired After 5/3/95	2000	\$19.33										\$7.70	6	
"	2000		\$19.33									\$17.21	6	
"	2000			\$23.19								\$17.49	6	
"	2000				\$27.06							\$17.78	6	
"	2000					\$30.92						\$18.06	6	
(Effective 8/30/15)														
* INSULATOR														
Hired After 5/3/95	2000	\$19.83										\$7.70	6	
"	2000		\$19.83									\$17.06	6	
"	2000			\$23.79								\$17.34	6	
"	2000				\$27.76							\$17.63	6	
"	2000					\$31.72						\$17.91	6	
IRONWORKER (REINFORCING & STRUCTURAL)														
Indentured After 10/31/93	1000	\$17.88										\$23.97	7	
"	1000		\$19.66									\$24.47	7	
"	1000			\$21.45								\$24.97	7	
"	1000				\$25.03							\$25.98	7	
"	1000					\$28.60						\$26.99	7	
"	1000						\$32.18					\$28.00	7	
(Effective 9/1/15)														
* IRONWORKER (REINFORCING & STRUCTURAL)														
Indentured After 10/31/93	1000	\$18.38										\$23.97	7	
"	1000		\$20.21									\$24.47	7	
"	1000			\$22.05								\$24.97	7	
"	1000				\$25.73							\$25.98	7	
"	1000					\$29.40						\$26.99	7	
"	1000						\$33.08					\$28.00	7	

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Apprentice Classifications	Interval Hrs	BASIC HOURLY RATE										FRINGE BENEFIT HOURLY RATE	Remarks See Pg 9
		1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	Total	
MASON BRICKLAYER Indentured On or After 9/1/03	1000	\$18.43	\$20.27	\$22.11	\$25.80	\$27.64	\$29.48	\$31.32	\$33.17			\$10.87	2
STONE MASON Indentured On or After 9/1/03	1000	\$20.27	\$22.11	\$23.95	\$25.80	\$27.64	\$29.48	\$31.32	\$33.17			\$10.87	2
POINTER-CAULKER-WEATHERPROOFER Indentured On or After 9/1/03	1000	\$18.55	\$20.41	\$22.26	\$25.97	\$29.68	\$33.39					\$10.87	2
* PAINTER	1000	\$15.57										\$7.60	
"	1000		\$17.30	\$19.03	\$20.76	\$22.49						\$11.10	
"	1000						\$24.22					\$12.10	
"	1000							\$27.68	\$31.14			\$12.85	
(Effective 7/1/15)													
* PAINTER	1000	\$15.68										\$7.60	
"	1000		\$17.43	\$19.17	\$20.91	\$22.65						\$11.10	
"	1000						\$24.40					\$12.10	
"	1000							\$27.88	\$31.37			\$12.85	
PAVING EQUIPMENT OPERATOR	1000	\$21.13										\$6.85	
"	1000		\$26.89									\$17.21	
"	1000			\$30.74								\$20.04	
"	1000				\$34.58							\$23.81	
* PLASTERER Indentured On or After 9/1/03	1000	\$15.32	\$17.23	\$19.15	\$21.06	\$22.97	\$26.80	\$30.63	\$34.46			\$11.96	2
(Effective 8/31/15)													
* PLASTERER Indentured On or After 9/1/03	1000	\$15.62	\$17.57	\$19.52	\$21.47	\$23.42	\$27.33	\$31.23	\$35.14			\$13.02	2

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Apprentice Classifications	Interval Hrs	BASIC HOURLY RATE										FRINGE BENEFIT HOURLY RATE	Remarks See Pg 9	
		1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	Total		
PLUMBER: PLUMBER; FIRE SPRINKLER FITTER; REFRIGERATION AIR CONDITIONING; STEAMFITTER-WELDER														
Indentured Prior to 9/2/85	1000	\$13.77											\$18.20	8
"	1000		\$15.74										\$18.65	8
"	1000			\$17.71									\$19.12	8
"	1000				\$19.68								\$19.58	8
"	1000					\$21.64							\$20.05	8
"	1000						\$23.61						\$20.51	8
"	1000							\$25.58					\$20.97	8
"	1000								\$27.55				\$21.43	8
"	1000									\$29.51			\$21.90	8
"	1000										\$31.48		\$22.36	8
Indentured On or After 9/2/85	1000	\$15.82											\$4.06	8
"	1000		\$15.82										\$4.11	8
"	1000			\$18.69									\$5.42	8
"	1000				\$18.69								\$5.42	8
"	1000					\$21.64							\$6.10	8
"	1000						\$21.64						\$6.10	8
"	1000							\$25.58					\$6.90	8
"	1000								\$25.58				\$6.90	8
"	1000									\$29.51			\$7.52	8
"	1000										\$29.51		\$7.52	8

PLUMBER: Continued on Next Page

APPRENTICE SCHEDULE BULLETIN NO. 485 FEBRUARY 16, 2015

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Apprentice Classifications	Interval Hrs	BASIC HOURLY RATE										FRINGE BENEFIT HOURLY RATE	Remarks See Pg 9	
		1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	Total		
(Effective 7/5/15)														
* PLUMBER:														
PLUMBER; FIRE SPRINKLER FITTER; REFRIGERATION AIR CONDITIONING; STEAMFITTER-WELDER														
Indentured Prior to 9/2/85	1000	\$13.95											\$18.45	8
"	1000		\$15.94										\$18.90	8
"	1000			\$17.93									\$19.37	8
"	1000				\$19.93								\$19.83	8
"	1000					\$21.92							\$20.30	8
"	1000						\$23.91						\$20.76	8
"	1000							\$25.90					\$21.22	8
"	1000								\$27.90				\$21.68	8
"	1000									\$29.89			\$22.15	8
"	1000										\$31.88		\$22.61	8
Indentured On or After 9/2/85	1000	\$16.02											\$4.06	8
"	1000		\$16.02										\$4.11	8
"	1000			\$18.93									\$5.67	8
"	1000				\$18.93								\$5.67	8
"	1000					\$21.92							\$6.36	8
"	1000						\$21.92						\$6.36	8
"	1000							\$25.90					\$7.19	8
"	1000								\$25.90				\$7.19	8
"	1000									\$29.89			\$7.82	8
"	1000										\$29.89		\$7.82	8
ROOFER														
Indentured Prior to 11/1/98	1000	\$17.15	\$19.05	\$22.86									\$12.88	9
"	1000				\$26.67	\$30.48	\$34.29	\$36.20					\$17.13	9
Indentured On or After 11/1/98 and Prior to 11/4/12	1000	\$17.15	\$19.05	\$22.86									\$12.88	9
"	1000				\$26.67	\$30.48	\$32.39	\$34.29	\$36.20				\$17.13	9
Indentured On or After 11/4/12	2000	\$17.15	\$22.86										\$12.88	9
"	2000			\$30.48	\$34.29								\$17.13	9
(Effective 9/6/15)														
* ROOFER														
Indentured Prior to 11/1/98	1000	\$17.48	\$19.43	\$23.31									\$12.88	9
"	1000				\$27.20	\$31.08	\$34.97	\$36.91					\$17.13	9
Indentured On or After 11/1/98 and Prior to 11/4/12	1000	\$17.48	\$19.43	\$23.31									\$12.88	9
"	1000				\$27.20	\$31.08	\$33.02	\$34.97	\$36.91				\$17.13	9
Indentured On or After 11/4/12	2000	\$17.48	\$23.31										\$12.88	9
"	2000			\$31.08	\$34.97								\$17.13	9

APPRENTICE SCHEDULE BULLETIN NO. 485 FEBRUARY 16, 2015

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

Apprentice Classifications	Interval Hrs	BASIC HOURLY RATE										FRINGE BENEFIT HOURLY RATE	Remarks See Pg 9
		1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	Total	
SHEETMETAL WORKER	1000	\$15.36										\$11.21	
"	1000		\$17.28									\$11.38	
"	1000			\$19.20								\$18.70	
"	1000				\$21.12							\$19.16	
"	1000					\$23.04						\$19.63	
"	1000						\$24.96					\$20.10	
"	1000							\$26.88				\$20.58	
"	1000								\$28.80			\$21.05	
"	1000									\$30.72		\$21.52	
"	1000										\$32.64	\$21.99	
* TAPER	1000	\$16.40	\$18.45	\$20.50	\$22.55	\$24.60						\$7.25	
	1000						\$26.65					\$7.75	
	1000							\$30.75	\$34.85			\$10.10	
TELECOMMUNICATION WORKER (TECHNICIAN I / SPLICER)	1000	\$14.63										\$9.60	
"	1000		\$15.85									\$9.79	
"	1000			\$17.07								\$10.00	
"	1000				\$18.29							\$10.21	
"	1000					\$19.50						\$10.42	
"	1000						\$21.94					\$10.83	
TILE SETTER CERAMIC & HARD TILE													
Indentured Prior to 9/1/03	1000	\$18.55										\$7.12	2
"	1000		\$20.41	\$22.26	\$25.97	\$27.83	\$29.68	\$31.54	\$33.39			\$23.47	2
Indentured On or After 9/1/03	1000	\$18.55	\$20.41	\$22.26	\$25.97	\$27.83	\$29.68	\$31.54	\$33.39			\$10.87	2

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

REMARKS:

1. Carpenter, Construction Craft Laborer: \$.50 per hour shall be added to the regular straight-time rate for height pay for each hour while working from a bosun's chair and/or from a cable-suspended scaffold or work platform which is free swinging (not attached to building) for each hour worked on said rig.
2. Cement Finisher, Mason, Plasterer, Tile Setter: \$1.00 per hour shall be added to the regular straight-time rate for height pay for each hour while working from a bosun's chair and/or from a cable-suspended scaffold or work platform which is free swinging (not attached to building) for each hour worked on said rig.
3. Construction Equipment Operator, Heavy Duty Repairer & Welder: \$1.25 per hour shall be added to the hourly wage while operating a rig suspended by ropes or cables or to perform work on a Yo-Yo Cat.
4. Electrician:
 - A. One and one-half times the straight-time rate while working in a tunnel under construction; under water with aqualung equipment; in a completed tunnel which has only one entrance or exit providing access to safety and where no other personnel are working; or in an underground structure having no access to safety or where no other personnel are working.
 - B. Double the straight-time rate shall be paid for the following types of hazardous work regardless if fall prevention devices are used:
 - 1) While working from poles, trusses, stacks, towers, tanks, bosun's chairs, swinging or rolling scaffolds, supporting structures, and open platforms, over 70 feet from the ground where the employee is subject to a free fall; provided, however, that when work is performed on stacks, towers or permanent platforms where the employees are on a firm footing within an enclosure, a hazardous condition does not exist regardless of height;
 - 2) While working outside of a railing or enclosure, or temporary platforms extending outside of a building, or from scaffolding or ladder within an enclosure where an employee's footing is within one foot of the top of such railing, and the employee is subject to a free fall of over 70 feet;
 - 3) Working on buildings while leaning over the railing or edge of the building, and is subject to a free fall of 70 feet; or
 - 4) Two hours minimum hazardous pay per day shall be paid while climbing to a stack, tower or permanent platform which exceeds 70 feet from the ground but where the employee is on a firm footing within an enclosure.
 - C. Five percent per hour shall be added to the hourly wage for height pay while working above 9,000 feet elevation.
5. Glazier: Effective 9/16/13 - \$1.00 per hour shall be added to the hourly wage for height pay for exterior glazing work performed in a walking/working surface with an unprotected side or edge 10 feet or more above a lower level which requires protection from fall hazards by guardrail systems, safety net systems, personal fall arrest systems, position devise systems, fall restraint systems, perimeter safety cables or controlled decking zones.
6. Insulator: Six percent per hour shall be added to the hourly wage for hazardous pay while working from a boatswain chair, staging or free standing scaffolding erected from ground up or mezzanine floor subject to a free fall and skylimber suspended from a permanent structure and when working above 40 feet.
7. Ironworker: \$.50 per hour shall be added to the hourly wage while working in tunnels or coffer dams. \$1.00 per hour shall be added to the hourly wage while working under or covered with water (submerged), or on the summits of Mauna Kea, Mauna Loa or Haleakala.
8. Plumber: One and one-half times the straight-time rate for height pay while working from OSHA approved trusses, stacks, towers, tanks, bosun's chair, swinging or rolling scaffolding, supporting structures or on open platforms where the employee is subject to a direct fall of 40 feet or more. Provided, however, that when said work is performed where the employee is on a firm footing within an enclosure, a hazardous condition does not exist regardless of height. \$1.00 per hour shall be added to the straight-time rate while working with flame cutting or any type of welding equipment on any galvanized material or product for at least an hour.
9. Roofer: When an apprentice has accumulated 2500 hours, \$4.25 will be added to his/her pension/annuity plan.
The apprenticeship program for apprentices indentured on or after November 4, 2012, consists of four steps with 2,000 hours for each step.

General Decision Number: HI140001 09/12/2014 HI1

Superseded General Decision Number: HI20130001

State: Hawaii

Construction Types: Building, Heavy (Heavy and Dredging), Highway and Residential

Counties: Hawaii Statewide.

BUILDING CONSTRUCTION PROJECTS; RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories); HEAVY AND HIGHWAY CONSTRUCTION PROJECTS AND DREDGING

Modification Number	Publication Date
0	01/03/2014
1	02/07/2014
2	03/14/2014
3	04/18/2014
4	05/02/2014
5	06/13/2014
6	06/27/2014
7	07/11/2014
8	07/18/2014
9	07/25/2014
10	09/05/2014
11	09/12/2014

ASBE0132-001 08/29/2010

	Rates	Fringes
Asbestos Workers/Insulator Includes application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems. Also the application of firestopping material for wall openings and penetrations in walls, floors, ceilings and curtain walls.....	\$ 36.65	22.24

BOIL0627-005 01/01/2013

	Rates	Fringes
BOILERMAKER.....	\$ 35.20	27.35

BRHI0001-001 09/03/2012

	Rates	Fringes
BRICKLAYER		
Bricklayers and Stonemasons.....	\$ 35.35	22.92
Pointers, Caulkers and Weatherproofers.....	\$ 35.60	22.92

BRHI0001-002 09/02/2013

	Rates	Fringes
Tile, Marble & Terrazzo Worker		
Terrazzo Base Grinders.....	\$ 35.29	23.22
Terrazzo Floor Grinders and Tenders.....	\$ 32.24	23.22
Tile, Marble and Terrazzo Workers.....	\$ 37.10	23.22

CARP0745-001 09/01/2014

	Rates	Fringes
Carpenters:		
Carpenters; Hardwood Floor Layers; Patent Scaffold Erectors (14 ft. and over); Piledrivers; Pneumatic Nailers; Wood Shinglers and Transit and/or Layout Man.....	\$ 42.25	20.71
Millwrights and Machine Erectors.....	\$ 42.50	20.71
Power Saw Operators (2 h.p. and over).....	\$ 42.40	20.71

CARP0745-002 09/01/2014

	Rates	Fringes
Drywall and Acoustical Workers and Lathers.....	\$ 42.50	20.71

ELEC1186-001 08/24/2014

	Rates	Fringes
Electricians:		
Cable Splicers.....	\$ 46.53	27.74
Electricians.....	\$ 42.30	26.45
Telecommunication worker....	\$ 23.20	17%+6.35

ELEC1186-002 08/24/2014

Rates	Fringes
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Line Construction:

Cable Splicers.....	\$ 46.53	27.74
Groundmen/Truck Drivers.....	\$ 31.73	23.21
Heavy Equipment Operators...	\$ 38.07	25.15
Linemen.....	\$ 42.30	26.45
Telecommunication worker....	\$ 23.20	17%+\$6.35

 ELEV0126-001 01/01/2014

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 52.10	26.785

a. VACATION: Employer contributes 8% of basic hourly rate for 5 years service and 6% of basic hourly rate for 6 months to 5 years service as vacation pay credit.

b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving Day and Christmas Day.

 ENGI0003-002 09/01/2014

	Rates	Fringes
Diver (Aqua Lung) (Scuba)		
Diver (Aqua Lung) (Scuba)		
(over a depth of 30 feet)...	\$ 61.50	27.06
Diver (Aqua Lung) (Scuba)		
(up to a depth of 30 feet)...	\$ 52.13	27.06
Stand-by Diver (Aqua Lung)		
(Scuba).....	\$ 42.75	27.06
Diver (Other than Aqua Lung)		
Diver (Other than Aqua		
Lung).....	\$ 61.50	27.06
Diver Tender (Other than		
Aqua Lung).....	\$ 39.72	27.06
Stand-by Diver (Other than		
Aqua Lung).....	\$ 42.75	27.06
Helicopter Work		
Airborne Hoist Operator		
for Helicopter.....	\$ 41.30	27.06
Co-Pilot of Helicopter.....	\$ 41.44	27.06
Pilot of Helicopter.....	\$ 41.61	27.06
Power equipment operator -		
tunnel work		
GROUP 1.....	\$ 37.74	27.06
GROUP 2.....	\$ 37.85	27.06
GROUP 3.....	\$ 38.02	27.06
GROUP 4.....	\$ 38.29	27.06
GROUP 5.....	\$ 38.60	27.06
GROUP 6.....	\$ 39.25	27.06
GROUP 7.....	\$ 39.57	27.06
GROUP 8.....	\$ 39.68	27.06
GROUP 9.....	\$ 39.79	27.06
GROUP 9A.....	\$ 40.02	27.06

GROUP 10.....	\$ 40.08	27.06
GROUP 10A.....	\$ 40.23	27.06
GROUP 11.....	\$ 40.38	27.06
GROUP 12.....	\$ 40.74	27.06
GROUP 12A.....	\$ 41.10	27.06
Power equipment operators:		
GROUP 1.....	\$ 37.44	27.06
GROUP 2.....	\$ 37.55	27.06
GROUP 3.....	\$ 37.72	27.06
GROUP 4.....	\$ 37.99	27.06
GROUP 5.....	\$ 38.30	27.06
GROUP 6.....	\$ 38.95	27.06
GROUP 7.....	\$ 39.27	27.06
GROUP 8.....	\$ 39.38	27.06
GROUP 9.....	\$ 39.49	27.06
GROUP 9A.....	\$ 39.72	27.06
GROUP 10.....	\$ 39.78	27.06
GROUP 10A.....	\$ 39.93	27.06
GROUP 11.....	\$ 40.08	27.06
GROUP 12.....	\$ 40.44	27.06
GROUP 12A.....	\$ 40.80	27.06
GROUP 13.....	\$ 37.72	27.06
GROUP 13A.....	\$ 37.99	27.06
GROUP 13B.....	\$ 38.30	27.06
GROUP 13C.....	\$ 38.95	27.06
GROUP 13D.....	\$ 39.27	27.06
GROUP 13E.....	\$ 39.38	27.06

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Fork Lift (up to and including 10 tons); Partsman (heavy duty repair shop parts room when needed).

GROUP 2: Conveyor Operator (Handling building material); Hydraulic Monitor; Mixer Box Operator (Concrete Plant).

GROUP 3: Brakeman; Deckhand; Fireman; Oiler; Oiler/Gradechecker; Signalman; Switchman; Highline Cableway Signalman; Bargeman; Bunkerman; Concrete Curing Machine (self-propelled, automatically applied unit on streets, highways, airports and canals); Leveeman; Roller (5 tons and under); Tugger Hoist.

GROUP 4: Boom Truck or dual purpose "A" Frame Truck (5 tons or less); Concrete Placing Boom (Building Construction); Dinky Operator; Elevator Operator; Hoist and/or Winch (one drum); Straddle Truck (Ross Carrier, Hyster and similar).

GROUP 5: Asphalt Plant Fireman; Compressors, Pumps, Generators and Welding Machines ("Bank" of 9 or more, individually or collectively); Concrete Pumps or Pumpcrete Guns; Lubrication and Service Engineer (Grease Rack); Screedman.

GROUP 6: Boom Truck or Dual Purpose "A"Frame Truck (over 5 tons); Combination Loader/Backhoe (up to and including 3/4 cu. yd.); Concrete Batch Plants (wet or dry); Concrete

Cutter, Groover and/or Grinder (self-propelled unit on streets, highways, airports, and canals); Conveyor or Concrete Pump (Truck or Equipment Mounted); Drilling Machinery (not to apply to waterliners, wagon drills or jack hammers); Fork Lift (over 10 tons); Loader (up to and including 3 and 1/2 cu. yds); Lull High Lift (under 40 feet); Lubrication and Service Engineer (Mobile); Maginnis Internal Full Slab Vibrator (on airports, highways, canals and warehouses); Man or Material Hoist; Mechanical Concrete Finisher (Large Clary, Johnson Bidwell, Bridge Deck and similar); Mobile Truck Crane Driver; Portable Shotblast Concrete Cleaning Machine; Portable Boring Machine (under streets, highways, etc.); Portable Crusher; Power Jumbo Operator (setting slip forms, etc., in tunnels); Rollers (over 5 tons); Self-propelled Compactor (single engine); Self-propelled Pavement Breaker; Skidsteer Loader with attachments; Slip Form Pumps (Power driven by hydraulic, electric, air, gas, etc., lifting device for concrete forms); Small Rubber Tired Tractors; Trencher (up to and including 6 feet); Underbridge Personnel Aerial Platform (50 feet of platform or less).

GROUP 7: Crusher Plant Engineer, Dozer (D-4, Case 450, John Deere 450, and similar); Dual Drum Mixer, Extend Lift; Hoist and/or Winch (2 drums); Loader (over 3 and 1/2 cu. yds. up to and including 6 yards.); Mechanical Finisher or Spreader Machine (asphalt), (Barber Greene and similar) (Screedman required); Mine or Shaft Hoist; Mobile Concrete Mixer (over 5 tons); Pipe Bending Machine (pipelines only); Pipe Cleaning Machine (tractor propelled and supported); Pipe Wrapping Machine (tractor propelled and supported); Roller Operator (Asphalt); Self-Propelled Elevating Grade Plane; Slusher Operator; Tractor (with boom) (D-6, or similar); Trencher (over 6 feet and less than 200 h.p.); Water Tanker (pulled by Euclids, T-Pulls, DW-10, 20 or 21, or similar); Winchman (Stern Winch on Dredge).

GROUP 8: Asphalt Plant Operator; Barge Mate (Seagoing); Cast-in-Place Pipe Laying Machine; Concrete Batch Plant (multiple units); Conveyor Operator (tunnel); Deckmate; Dozer (D-6 and similar); Finishing Machine Operator (airports and highways); Gradesetter; Kolman Loader (and similar); Mucking Machine (Crawler-type); Mucking Machine (Conveyor-type); No-Joint Pipe Laying Machine; Portable Crushing and Screening Plant; Power Blade Operator (under 12); Saurman Type Dragline (up to and including 5 yds.); Stationary Pipe Wrapping, Cleaning and Bending Machine; Surface Heater and Planer Operator, Tractor (D-6 and similar); Tri-Batch Paver; Tunnel Badger; Tunnel Mole and/or Boring Machine Operator Underbridge Personnel Aerial Platform (over 50 feet of platform).

GROUP 9: Combination Mixer and Compressor (gunite); Do-Mor Loader and Adams Elegrader; Dozer (D-7 or equal); Wheel and/or Ladder Trencher (over 6 feet and 200 to 749 h.p.).

GROUP 9A: Dozer (D-8 and similar); Gradesetter (when required

by the Contractor to work from drawings, plans or specifications without the direct supervision of a foreman or superintendent); Push Cat; Scrapers (up to and including 20 cu. yds); Self-propelled Compactor with Dozer; Self-Propelled, Rubber-Tired Earthmoving Equipment (up to and including 20 cu. yds) (621 Band and similar); Sheep's Foot; Tractor (D-8 and similar); Tractors with boom (larger than D-6, and similar).

GROUP 10: Chicago Boom; Cold Planers; Heavy Duty Repairman or Welder; Hoist and/or Winch (3 drums); Hydraulic Skooper (Koehring and similar); Loader (over 6 cu. yds. up to and including 12 cu. yds.); Saurman type Dragline (over 5 cu. yds.); Self-propelled, rubber-tired Earthmoving Equipment (over 20 cu. yds. up to and including 31 cu. yds.) (637D and similar); Soil Stabilizer (P & H or equal); Sub-Grader (Gurries or other automatic type); Tractors (D-9 or equivalent, all attachments); Tractor (Tandem Scraper); Watch Engineer.

GROUP 10A: Boat Operator; Cable-operated Crawler Crane (up to and including 25 tons); Cable-operated Power Shovel, Clamshell, Dragline and Backhoe (up to and including 1 cu. yd.); Dozer D9-L; Dozer (D-10, HD41 and similar) (all attachments); Gradall (up to and including 1 cu. yd.); Hydraulic Backhoe (over 3/4 cu. yds. up to and including 2 cu. yds.); Mobile Truck Crane Operator (up to and including 25 tons) (Mobile Truck Crane Driver Required); Self-propelled Boom Type Lifting Device (Center Mount) (up to and including 25 tons) (Grove, Drott, P&H, Pettibone and similar); Trencher (over 6 feet and 750 h.p. or more); Watch Engineer (steam or electric).

GROUP 11: Automatic Slip Form Paver (concrete or asphalt); Band Wagon (in conjunction with Wheel Excavator); Cable-operated Crawler Cranes (over 25 tons but less than 50 tons); Cable-operated Power Shovel, Clamshell, Dragline and Backhoe (over 1 cu. yd. up to 7 cu. yds.); Gradall (over 1 cu. yds. up to 7 cu. yds.); DW-10, 20, etc. (Tandem); Earthmoving Machines (multiple propulsion power units and 2 or more Scrapers) (up to and including 35 cu. yds., "struck" m.r.c.); Highline Cableway; Hydraulic Backhoe (over 2 cu. yds. up to and including 4 cu. yds.); Leverman; Lift Slab Machine; Loader (over 12 cu. yds); Master Boat Operator; Mobile Truck Crane Operator (over 25 tons but less than 50 tons); (Mobile Truck Crane Driver required); Pre-stress Wire Wrapping Machine; Self-propelled Boom-type Lifting Device (Center Mount) (over 25 tons m.r.c); Self-propelled Compactor (with multiple-propulsion power units); Single Engine Rubber Tired Earthmoving Machine (with Tandem Scraper); Tandem Cats; Trencher (pulling attached shield).

GROUP 12: Clamshell or Dipper Operator; Derricks; Drill Rigs; Multi-Propulsion Earthmoving Machines (2 or more Scrapers) (over 35 cu. yds "struck"m.r.c.); Operators (Derricks, Piledrivers and Cranes); Power Shovels and Draglines (7 cu.

yds. m.r.c. and over); Self-propelled rubber-tired Earthmoving equipment (over 31 cu. yds.) (657B and similar); Wheel Excavator (up to and including 750 cu. yds. per hour); Wheel Excavator (over 750 cu. yds. per hour).

GROUP 12A: Dozer (D-11 or similar or larger); Hydraulic Excavators (over 4 cu. yds.); Lifting cranes (50 tons and over); Pioneering Dozer/Backhoe (initial clearing and excavation for the purpose of providing access for other equipment where the terrain worked involves 1-to-1 slopes that are 50 feet in height or depth, the scope of this work does not include normal clearing and grubbing on usual hilly terrain nor the excavation work once the access is provided); Power Blade Operator (Cat 12 or equivalent or over); Straddle Lifts (over 50 tons); Tower Crane, Mobile; Traveling Truss Cranes; Universal, Liebherr, Linden, and similar types of Tower Cranes (in the erection, dismantling, and moving of equipment there shall be an additional Operating Engineer or Heavy Duty Repairman); Yo-Yo Cat or Dozer.

GROUP 13: Truck Driver (Utility, Flatbed, etc.)

GROUP 13A: Dump Truck, 8 cu.yds. and under (water level); Water Truck (up to and including 2,000 gallons).

GROUP 13B: Water Truck (over 2,000 gallons); Tandem Dump Truck, over 8 cu. yds. (water level).

GROUP 13C: Truck Driver (Semi-trailer. Rock Cans, Semi-Dump or Roll-Offs).

GROUP 13D: Truck Driver (Slip-In or Pup).

GROUP 13E: End Dumps, Unlicensed (Euclid, Mack, Caterpillar or similar); Tractor Trailer (Hauling Equipment); Tandem Trucks hooked up to Trailer (Hauling Equipment)

BOOMS AND/OR LEADS (HOURLY PREMIUMS):

The Operator of a crane (under 50 tons) with a boom of 80 feet or more (including jib), or of a crane (under 50 tons) with leads of 100 feet or more, shall receive a per hour premium for each hour worked on said crane (under 50 tons) in accordance with the following schedule:

Booms of 80 feet up to but not including 130 feet or Leads of 100 feet up to but not including 130 feet	0.50
Booms and/or Leads of 130 feet up to but not including 180 feet	0.75
Booms and/or Leads of 180 feet up to and including 250 feet	1.15
Booms and/or Leads over 250 feet	1.50

The Operator of a crane (50 tons and over) with a boom of 180 feet or more (including jib) shall receive a per hour premium for each hour worked on said crane (50 tons and over) in accordance with the following schedule:

Booms of 180 feet up to and including 250 feet	1.25
Booms over 250 feet	1.75

ENGI0003-004 09/01/2014

	Rates	Fringes
Dredging: (Boat Operators)		
Boat Deckhand.....	\$ 37.72	27.06
Boat Operator.....	\$ 39.93	27.06
Master Boat Operator.....	\$ 40.08	27.06
Dredging: (Clamshell or Dipper Dredging)		
GROUP 1.....	\$ 40.44	27.06
GROUP 2.....	\$ 39.78	27.06
GROUP 3.....	\$ 39.38	27.06
GROUP 4.....	\$ 37.72	27.06
Dredging: (Derricks)		
GROUP 1.....	\$ 40.44	27.06
GROUP 2.....	\$ 39.78	27.06
GROUP 3.....	\$ 39.38	27.06
GROUP 4.....	\$ 37.72	27.06
Dredging: (Hydraulic Suction Dredges)		
GROUP 1.....	\$ 40.08	27.06
GROUP 2.....	\$ 39.93	27.06
GROUP 3.....	\$ 39.78	27.06
GROUP 4.....	\$ 39.72	27.06
GROUP 5.....	\$ 37.88	26.76
Group 5.....	\$ 39.38	27.06
GROUP 6.....	\$ 37.77	26.76
Group 6.....	\$ 39.27	27.06
GROUP 7.....	\$ 36.22	26.76
Group 7.....	\$ 37.72	27.06

CLAMSHELL OR DIPPER DREDGING CLASSIFICATIONS

- GROUP 1: Clamshell or Dipper Operator.
- GROUP 2: Mechanic or Welder; Watch Engineer.
- GROUP 3: Barge Mate; Deckmate.
- GROUP 4: Bargeman; Deckhand; Fireman; Oiler.

HYDRAULIC SUCTION DREDGING CLASSIFICATIONS

- GROUP 1: Leverman.
- GROUP 2: Watch Engineer (steam or electric).
- GROUP 3: Mechanic or Welder.
- GROUP 4: Dozer Operator.
- GROUP 5: Deckmate.
- GROUP 6: Winchman (Stern Winch on Dredge)

GROUP 7: Deckhand (can operate anchor scow under direction of Deckmate); Fireman; Leveeman; Oiler.

DERRICK CLASSIFICATIONS

GROUP 1: Operators (Derricks, Piledrivers and Cranes).

GROUP 2: Saurman Type Dragline (over 5 cubic yards).

GROUP 3: Deckmate; Saurman Type Dragline (up to and including 5 yards).

GROUP 4: Deckhand, Fireman, Oiler.

 ENGI0003-044 09/02/2013

	Rates	Fringes
Power Equipment Operators		
(PAVING)		
(10) Cold Planer.....	\$ 38.25	26.98
(10) Loader (2 1/2 cu. yds. and under).....	\$ 37.42	26.98
(10) Soil Stabilizer.....	\$ 38.25	26.98
(11) Loader (over 2 1/2 cu. yds. to and including 5 cu. yds.).....	\$ 37.74	26.98
(3) Roller Operator (five tons and under).....	\$ 36.19	26.98
(5) Screed Person.....	\$ 37.42	26.98
(6) Combination Loader/Backhoe (up to 3/4 cu.yd.).....	\$ 35.48	26.98
(6) Concrete Saws and/or Grinder (self-propelled unit on streets, highways, airports and canals).....	\$ 37.42	26.98
(6) Roller Operator (over five tons).....	\$ 37.62	26.98
(7) Combination Loader/Backhoe (over 3/4 cu.yd.).....	\$ 36.46	26.98
(8) Asphalt Plant Operator..	\$ 37.89	26.98
Asphalt Concrete Material Transfer.....	\$ 37.42	26.98
Asphalt Raker.....	\$ 36.46	26.98
Asphalt Spreader Operator...	\$ 37.94	26.98
Grader.....	\$ 38.25	26.98
Laborer, Hand Roller.....	\$ 35.96	26.98

 IRON0625-001 09/01/2013

	Rates	Fringes
Ironworkers:.....	\$ 34.75	28.41
a. Employees will be paid \$.50 per hour more while working in tunnels and coffer dams; \$1.00 per hour more when required to work under or are covered with water (submerged) and when they are required to work on the summit of Mauna Kea, Mauna Loa or		

Haleakala.

LABO0368-001 09/02/2013

	Rates	Fringes
Laborers:		
Driller.....	\$ 33.30	15.96
Final Clean Up.....	\$ 23.70	11.77
Gunite Operator & High		
Scaler.....	\$ 32.80	15.96
Laborer I.....	\$ 32.30	15.96
Laborer II.....	\$ 29.70	15.96
Powderman.....	\$ 33.30	15.96
Window Washer (bosun chair).	\$ 31.80	15.96

LABORERS CLASSIFICATIONS

Laborer I: Asbestos Removal Worker (EPA certified workers); Asphalt Laborer, Ironer, Raker, Luteman, and Handroller, and all types of Asphalt Spreader Boxes; Asphalt Shoveler; Assembly and Installation of Multiplates, Liner Plates, Rings, Mesh, Mats; Batching Plant (portable and temporary); Boring Machine Operator (under streets and sidewalks); Buggymobile; Burning, Welding, Signalling, Choke Setting, and Rigging in connection with Laborers' work (except demolition); Chainsaw, Faller, Logloader, and Bucker; Compactors (Jackson Jumping Jack and similar); Concrete Bucket Dumpman; Concrete Chipping; Concrete Chuteman/Hoseman (pouring concrete) (the handling of the chute from ready-mix trucks for such jobs as walls, slabs, decks, floors, foundations, footings, curbs, gutters, and sidewalks); Concrete Core Cutter (Walls, Floors, and Ceiling); Concrete Grinding or Sanding; Concrete: Hooking on, signaling, dumping of concrete for treme work over water on caissons, pilings, abutments, etc.; Concrete: Mixing, handling, conveying, pouring, vibrating, otherwise placing of concrete or aggregates or by any other process; Concrete: Operation of motorized wheelbarrows or buggies or machines of similar character, whether run by gas, diesel, or electric power; Concrete Placement Machine Operator: operation of Somero Hammerhead, Copperheads, or similar machines; Concrete Pump Machine (laying, coupling, uncoupling of all connections and cleaning of equipment); Concrete and/or Asphalt Saw (Walking or Handtype) (cutting walls or flatwork) (scoring old or new concrete and/or asphalt) (cutting for expansion joints) (streets and ways for laying of pipe, cable or conduit for all purposes); Concrete Shovelers/Laborers (Wet or Dry); Concrete Screeding for Rough Strike-Off: Rodding or striking-off, by hand or mechanical means prior to finishing; Concrete Vibrator Operator; Coring Holes: Walls, footings, piers or other obstructions for passage of pipes or conduits for any purpose and the pouring of concrete to secure the hole; Curbing (Concrete and Asphalt); Curing of Concrete (impervious membrane and form oiler) mortar and other materials by any mode or method; Cut Granite Curb Setter

(setting, leveling and grouting of all precast concrete or stone curbs); Cutting and Burning Torch (demolition); Dri Pak-It Machine; Falling, bucking, yarding, loading or burning of all trees or timber on construction site; Forklift (9 ft. and under); Grating and Grill work for drains or other purposes; Green Cutter of concrete or aggregate in any form, by hand, mechanical means, grindstone or air and/or water; Grout: Spreading for any purpose; Guinea Chaser (Grade Checker) for general utility trenches, sitework, and excavation; Headerboard Man (Asphalt or Concrete); Heat Welder of Plastic (Laborers' AGC certified workers) (when work involves waterproofing for waterponds, artificial lakes and reservoir, or heat welding for sewer pipes); Heavy Highway Laborer (Rigging, signaling, handling, and installation of pre-cast catch basins, manholes, curbs and gutters); High Pressure Nozzleman - Hydraulic Monitor (over 100# pressure); Installation of lightweight backfill; Jackhammer Operator; Jacking of slip forms: All semi and unskilled work connected therewithin; Laying of all multi-cell conduit or multi-purpose pipe; Lead base paint abatement laborers (EPA certified workers); Magnesite and Mastic Workers (Wet or Dry) (including mixer operator); Mason Tender, Mortar Man; Mortar Mixer (Block, Brick, Masonry, and Plastering); Nozzleman (Sandblasting and/or Water Blasting): handling, placing and operation of nozzle; Operation, Manual or Hydraulic jacking of shields and the use of such other mechanical equipment as may be necessary; Pavement Breakers; Paving, curbing and surfacing of streets, ways, courts, under and overpasses, bridges, approaches, slope walls, and all other labor connected therewith; Pilecutters; Pipe Accessment in place, bolting and lining up of sectional metal or other pipe including corrugated pipe; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit, and any other stationary-type of tubular device used for conveying of any substance or element, whether water, sewage, solid, gas, air, or other product whatsoever and without regard to the nature of material from which tubular material is fabricated; No-joint pipe and stripping of same, Pipewrapper, Caulker, Bander, Kettlemen, and men applying asphalt, Laykold, treating Creosote and similar-type materials (6-inch) pipe and over); Piping: resurfacing and paving of all ditches in preparation for laying of all pipes; Pipe laying of lateral sewer pipe from main or side sewer to buildings or structure (except Contactor may direct work be done under proper supervision); Pipe laying, leveling and marking of the joint used for main or side sewers and storm sewers; Laying of all clay, terra cotta, ironstone, vitrified concrete or other pipe for drainage; Placing and setting of water mains, gas mains and all pipe including removal of skids; Plaster Mortar Mixer/Pump; Pneumatic Impact Wrench; Portable Sawmill Operation: Choker setters, off bearers, and lumber handlers connected with clearing; Posthole

Digger (Hand Held, Gas, Air and Electric); Power Broom Sweepers (Small); Preparation and Compaction of roadbeds for railroad track laying, highway construction, and the preparation of trenches, footings, etc., for cross-country transmission by pipelines, electrical transmission or underground lines or cables (by mechanical means); Raising of structure by manual or hydraulic jacks or other methods and resetting of structure in new locations, including all concrete work; Ramming or compaction; Riprap, Stonepaver, and Rock Slinger (includes placement of stacked concrete, wet or dry and loading, unloading, signaling, slinging and setting of other similar materials); Rotary Scarifier (including multiple head concrete chipping Scarifier); Salamander Heater, Drying of plaster, concrete mortar or other aggregate; Scaffold Erector Leadman; Scaffolds: (Swing and hanging) including maintenance thereof; Scaler; Septic Tank/Cesspool and Drain Fields Digger and Installer; Shredder/Chipper (tree branches, brush, etc.); Stripping and Setting Forms; Stripping of Forms: Other than panel forms which are to be re-used in their original form, and stripping of forms on all flat arch work; Tampers (Barko, Wacker, and similar type); Tank Scaler and Cleaners; Tarman; Tree Climbers and Trimmers; Trencher (includes hand-held, Davis T-66 and similar type); Trucks (flatbed up to and including 2 1/2 tons when used in connection with on-site Laborers' work; Trucks (Refuse and Garbage Disposal) (from job site to dump); Vibra-Screed (Bull Float in connection with Laborers' work); Well Points, Installation of or any other dewatering system.

Laborer II: Air Blasting; Appliance Handling (job site) (after delivery and unloading in storage area); Asphalt Plant Laborer; Backfilling, Grading and all other labor connected therewith; Boring Machine; Bridge Laborer; Burning of all debris (crates, boxes, packaging waste materials); Chainman, Rodmen, and Grade Markers; Cleaning and Clearing of all debris; Cleaning, clearing, grading and/or removal for streets, highways, roadways, aprons, runways, sidewalks, parking areas, airports, approaches, and other similar installations; Cleaning or reconditioning of streets, ways, sewers and waterlines, all maintenance work and work of an unskilled and semi-skilled nature; Cleanup of Grounds and Buildings (other than "Light Clean-Up") (Janitorial Laborer); Clean-up of right-of-way; Clearing and slashing of brush or trees by hand or mechanical cutting; Concrete Bucket Tender (Groundman) hooking and unhooking of bucket; Concrete Forms; moving, cleaning, oiling and carrying to the next point of erection of all forms; Concrete Products Plant Laborers; Conveyor Tender (conveying of building materials); Cribbers, Shorer, Lagging, Sheeting, and Trench Jacking and Bracing, Hand-Guided Lagging Hammer Whaling Bracing; Crushed Stone Yards and Gravel and Sand Pit Laborers and all other similar plants; Demolition, Wrecking and Salvage Laborers: Wrecking and dismantling of buildings and all structures, with use of cutting or wrecking tools, burning or cutting, breaking away, cleaning and removal of all masonry, wood or

metal fixtures for salvage or scrap, All hooking, unhooking, signaling of materials for salvage or scrap removed by crane or derrick; Digging under streets, roadways, aprons or other paved surfaces; Chuck Tender, Outside Nipper; Dry-packing of concrete (plugging and filling of she-bolt holes); Excavation, Preparation of street ways and bridges; Fence and/or Guardrail Erector: Dismantling and/or re-installation of all fence; Finegrader; Firewatcher; Flagman (Coning, preparing, establishing and removing portable roadway barricade devices); Signal Men on all construction work defined herein, including Traffic Control Signal Men at construction site; Garbage and Debris Handlers and Cleaners; Gas, Pneumatic, and Electric Tools, not listed Group 1 (except Rototiller); General Clean-up: sweeping, cleaning, washdown, wiping of construction facility, and equipment (other than "Light Clean-up" [Janitorial] Laborer); General Excavation and Grading (all labor connected therewith); Digging of trenches, ditches and manholes and the leveling, grading and other preparation prior to laying pipe or conduit for any purpose; Excavations and foundations for buildings, piers, foundations and holes, and all other construction; General Laborer; Ground and Soil Treatment Work (Pest Control); Junk Yard Laborers (same as Salvage Yard); Landscape Nursery Laborers; Laser Beam "Target Man" in connection with Laborers' work; Layout Person for Plastic (when work involves waterproofing for waterponds, artificial lakes and reservoirs); Limbers, Brush Loaders, and Pilers; Loading, Unloading, carrying, distributing and handling of all rods and material for use in reinforcing concrete construction (except when a derrick or outrigger operated by other than hand power is used); Loading, unloading, sorting, stockpiling, handling and distribution of water mains, gas mains and all pipes; Loading and unloading of all materials, fixtures, furnishings and appliances from point of delivery to stockpile to point of installation; hooking and signalling from truck, conveyance or stockpile; Material Yard Laborers; Pipelayer Tender; Pipewrapper, Caulker, Bander, Kettlemen, and men applying asphalt, Laykold, Creosote, and similar-type materials (pipe under 6 inches); Plasterer Laborer (including Hod Carrier); Preparation, construction and maintenance of roadbeds and sub-grade for all paving, including excavation, dumping, and spreading of sub-grade material; Prestressed or precast concrete slabs, walls, or sections: all loading, unloading, stockpiling, hooking on of such slabs, walls or sections; Quarry Laborers; Railroad, Streetcar, and Rail Transit Maintenance and Repair; Removal of surplus material; Roustabout; Rubbish Trucks in connection with Building Construction Projects (excluding clearing, grubbing, and excavating); Salvage Yard: All work connected with cutting, cleaning, storing, stockpiling or handling of materials, all cleanup, removal of debris, burning, back-filling and landscaping of the site; Sandblasting (Pot Tender): Hoses and pots or markers; Scaffolds: Erection, planking and removal of all scaffolds used for support for lathers,

plasters, brick layers, masons, and other construction trades crafts; Scaffolds: (Specially designed by carpenters) laborers shall tend said carpenter on erection and dismantling thereof, preparation for foundation or mudsills, maintenance; Scraping of floors; Screeds: Handling of all screeds to be reused; handling, dismantling and conveyance of screeds; Setting, leveling and securing or bracing of metal or other road forms and expansion joints; Sheeting Piling/trench shoring (handling and placing of skip sheet or wood plank trench shoring); Ship Scalers; Sign Erector (subdivision traffic, regulatory, and street-name signs); Sloper; Slurry Seal Crews (Mixer Operator, Applicator, Squeegee Man, Shuttle Man, Top Man); Snapping of wall ties and removal of tie rods; Soil Test operations of semi and unskilled labor such as filling sand bags; Striper (Asphalt, Concrete or other Paved Surfaces); Tagging and Signaling of all building materials into high-rise units; Tool Room Attendant (Job Site); Traffic Delineating Device Applicator; Underpinning, lagging, bracing, propping and shoring, loading, signaling, right-of-way clearance along the route of movement, The clearance of new site, excavation of foundation when moving a house or structure from old site to new site; Utilities employees; Water Man; Waterscape/Hardscape Laborers; Wire Mesh Pulling (all concrete pouring operations); Wrecking, stripping, dismantling and handling concrete forms an false work.

 LABO0368-002 09/01/2014

	Rates	Fringes
Landscape & Irrigation Laborers		
GROUP 1.....	\$ 23.20	10.11
GROUP 2.....	\$ 23.70	10.11
GROUP 3.....	\$ 19.70	10.11

LABORERS CLASSIFICATIONS

GROUP 1: Installation of non-potable permanent or temporary irrigation water systems performed for the purposes of Landscaping and Irrigation architectural horticultural work; the installation of drinking fountains and permanent or temporary irrigation systems using potable water for Landscaping and Irrigation architectural horticultural purposes only. This work includes (a) the installation of all heads, risers, valves, valve boxes, vacuum breakers (pressure and non-pressure), low voltage electrical lines and, provided such work involves electrical wiring that will carry 24 volts or less, the installation of sensors, master control panels, display boards, junction boxes, conductors, including all other components for controllers, (b) and metallic (copper, brass, galvanized, or similar) pipe, as well as PVC or other plastic pipe including all work incidental thereto, i.e., unloading, handling and

distribution of all pipes fittings, tools, materials and equipment, (c) all soldering work in connection with the above whether done by torch, soldering iron, or other means; (d) tie-in to main lines, thrust blocks (both precast and poured in place), pipe hangers and supports incidental to installation of the entire irrigation system, (e) making of pressure tests, start-up testing, flushing, purging, water balancing, placing into operation all irrigation equipment, fixtures and appurtenances installed under this agreement, and (f) the fabrication, replacement, repair and servicing of landscaping and irrigation systems. Operation of hand-held gas, air, electric, or self-powered tools and equipment used in the performance of Landscape and Irrigation work in connection with architectural horticulture; Choke-setting, signaling, and rigging for equipment operators on job-site in the performance of such Landscaping and Irrigation work; Concrete work (wet or dry) performed in connection with such Landscaping and Irrigation work. This work shall also include the setting of rock, stone, or riprap in connection with such Landscape, Waterscape, Rockscape, and Irrigation work; Grubbing, pick and shovel excavation, and hand rolling or tamping in connection with the performance of such Landscaping and Irrigation work; Sprigging, handseeding, and planting of trees, shrubs, ground covers, and other plantings and the performance of all types of gardening and horticultural work relating to said planting; Operation of flat bed trucks (up to and including 2 1/2 tons):.

GROUP 2. Layout of irrigation and other non-potable irrigation water systems and the layout of drinking fountains and other potable irrigation water systems in connection with such Landscaping and Irrigation work. This includes the layout of all heads, risers, valves, valve boxes, vacuum breakers, low voltage electrical lines, hydraulic and electrical controllers, and metallic (coppers, brass, galvanized, or similar) pipe, as well as PVC or other plastic pipe. This work also includes the reading and interpretation of plans and specifications in connection with the layout of Landscaping, Rockscape, Waterscape, and Irrigation work; Operation of Hydro-Mulching machines (sprayman and driver), Drillers, Trenchers (riding type, Davis T-66, and similar) and fork lifts used in connection with the performance of such Landscaping and Irrigation work; Tree climbers and chain saw tree trimmers, Sporadic operation (when used in connection with Landscaping, Rockscape, Waterscape, and Irrigation work) of Skid-Steer Loaders (Bobcat and similar), Cranes (Bantam, Grove, and similar), Hoptos, Backhoes, Loaders, Rollers, and Dozers (Case, John Deere, and similar), Water Trucks, Trucks requiring a State of Hawaii Public Utilities Commission Type 5 and/or type 7 license, sit-down type and "gang" mowers, and other self-propelled, sit-down operated machines not listed under Landscape & Irrigation Maintenance Laborer; Chemical spraying using self-propelled power spraying equipment (200 gallon capacity or more).

GROUP 3: Maintenance of trees, shrubs, ground covers, lawns and other planted areas, including the replanting of trees, shrubs, ground covers, and other plantings that did not "take" or which are damaged; provided, however, that re-planting that requires the use of equipment, machinery, or power tools shall be paid for at the rate of pay specified under Landscape and Irrigation Laborer, Group 1; Raking, mowing, trimming, and runing, including the use of "weed eaters", hedge trimmers, vacuums, blowers, and other hand-held gas, air, electric, or self-powered tools, and the operation of lawn mowers (Note: The operation of sit-down type and "gang" mowers shall be paid for at the rate of pay specified under Landscape & Irrigation Laborer, Group 2); Guywiring, staking, propping, and supporting trees; Fertilizing, Chemical spraying using spray equipment with less than 200 gallon capacity, Maintaining irrigation and sprinkler systems, including the staking, clamping, and adjustment of risers, and the adjustment and/or replacement of sprinkler heads, (Note: the cleaning and gluing of pipe and fittings shall be paid for at the rate of pay specified under Landscape & Irrigation Laborer(Group 1); Watering by hand or sprinkler system and the performance of other types of gardening, yardman, and horticultural-related work.

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	Rates	Fringes
Underground Laborer		
GROUP 1.....	\$ 32.90	15.96
GROUP 2.....	\$ 34.40	15.96
GROUP 3.....	\$ 34.90	15.96
GROUP 4.....	\$ 35.90	15.96
GROUP 5.....	\$ 36.25	15.96
GROUP 6.....	\$ 36.50	15.96
GROUP 7.....	\$ 36.95	15.96

GROUP 1: Watchmen; Change House Attendant.

GROUP 2: Swamper; Brakeman; Bull Gang-Muckers, Trackmen; Dumpmen (any method); Concrete Crew (includes rodding and spreading); Grout Crew; Reboundmen

GROUP 3: Chucktenders and Cabletenders; Powderman (Prime House); Vibratorman, Pavement Breakers

GROUP 4: Miners - Tunnel (including top and bottom man on shaft and raise work); Timberman, Retimberman (wood or steel or substitute materials thereof); Blasters, Drillers, Powderman (in heading); Microtunnel Laborer; Headman; Cherry Pickerman (where car is lifted); Nipper; Grout Gunmen; Grout Pumpman & Potman; Gunite, Shotcrete Gunmen & Potmen; Concrete Finisher (in tunnel); Concrete Screed Man; Bit Grinder; Steel Form Raisers & Setters; High Pressure Nozzleman; Nozzleman (on slick line); Sandblaster-Potman

(combination work assignment interchangeable); Tugger

GROUP 5: Shaft Work & Raise (below actual or excavated ground level); Diamond Driller; Gunitite or Shotcrete Nozzleman; Rodman; Groundman

GROUP 6: Shifter

GROUP 7: Shifter (Shaft Work & Raiser)

PAIN1791-001 07/01/2014

	Rates	Fringes
Painters:		
Brush.....	\$ 34.35	26.20
Sandblaster; Spray.....	\$ 34.35	26.20

PAIN1889-001 07/01/2014

	Rates	Fringes
Glaziers.....	\$ 34.10	27.29

PAIN1926-001 02/24/2013

	Rates	Fringes
Soft Floor Layers.....	\$ 29.14	22.91

PAIN1944-001 01/01/2014

	Rates	Fringes
Taper.....	\$ 40.00	20.45

PLAS0630-001 09/03/2012

	Rates	Fringes
PLASTERER.....	\$ 36.14	22.92

PLAS0630-002 09/03/2012

	Rates	Fringes
Cement Masons:		
Cement Masons.....	\$ 35.30	22.72
Trowel Machine Operators....	\$ 35.45	22.72

PLUM0675-001 07/06/2014

	Rates	Fringes
Plumber, Pipefitter, Steamfitter & Sprinkler Fitter...	\$ 38.85	24.11

* ROOF0221-001 09/07/2014

	Rates	Fringes
Roofers (Including Built Up, Composition and Single Ply).....	\$ 38.10	17.13

SHEE0293-001 09/01/2013

	Rates	Fringes
Sheet metal worker.....	\$ 37.25	22.73

SUHI1997-002 09/15/1997

	Rates	Fringes
Drapery Installer.....	\$ 13.60	1.20
FENCE ERECTOR (Chain Link Fence).....	\$ 9.33	1.65

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is

an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION



**STATE OF HAWAII
DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS**

List of Construction Trades in Registered Apprenticeship Programs

Apprenticeship programs for the following construction trades were approved and registered by the State Department of Labor and Industrial Relations in accordance with Chapter 372, Hawaii Revised Statutes, and Title 12, Chapter 30, Hawaii Administrative Rules. Union and non-union programs are listed separately. The minimum requirements are not exclusive as a program sponsor may add other requirements in their selection procedures.

Trade	Sponsor	Union	Non-Union	Date of Approval/Registration	No. of Hours of On-the-Job Training	Minimum Requirements	Contact Information
Boilermaker	Western State Area Joint Apprenticeship Committee (International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmith, Forgers, and Helpers and Subordinate, Lodge No. 627, AFL-CIO, and the Western States Joint Apprenticeship Committee, and Association of Boilermaker Employers)	x		03/18/1991	6,000	<ul style="list-style-type: none"> • At least 18 years old • High school graduate or GED equivalent 	Business Manager Address: 1414 Dillingham Blvd, Room 205 Honolulu, HI 96817 Phone: (808) 848-7744 Fax: (808) 848-0311
Bricklayer-Mason	Joint Apprenticeship Committee for Bricklayer-Mason (Masonry Contractors Association of Hawaii and Other Signatory Employers and Local 1 of Hawaii of the Bricklayers and Allied Craftsmen International Union, AFL-CIO)	x		02/10/64	8,000	<ul style="list-style-type: none"> • At least 16 years old • Physically able to perform duties of the trade 	Director of Training or Training Coordinator Address: 2251 N. School Street Honolulu, HI 96819 Phone: (808) 845-5949 Fax: (808) 847-7068 Website: http://www.opcmia.org/

Trade	Sponsor	Union	Non-Union	Date of Approval/Registration	No. of Hours of On-the-Job Training	Minimum Requirements	Contact Information
Carpenter	<p>Carpenters Joint Apprenticeship Committee aka Hawaii Carpenters Apprenticeship and Training Program</p> <p>(General Contractors Association of Hawaii and Building Industry Labor Association and Other Signatory Contractors and the United Brotherhood of Carpenters and Joiners of America, Local 745 AFL-CIO)</p>	x		04/01/64	8,000	<ul style="list-style-type: none"> At least 17 years old High school diploma or equivalent education, or equivalent work experience Pass basic math test Complete questionnaire Able to lift 75 lbs. 	<p>Director of Training</p> <p>Address: 1311 Houghtailing Street Room 201 Honolulu, HI 96817</p> <p>Phone: (808) 848-0794 Ext. 5 Fax: (808) 841-5961 (808) 841-0300 Website: http://www.carpenters.org/</p>
Carpenter	Associated Builders and Contractors Apprenticeship Committee		x	02/08/90	8,000	<ul style="list-style-type: none"> At least 18 years old High school diploma or GED Full-time employee of a member company for a period of not less than six continuous weeks Legally able to work Physically able to perform duties of the trade 	<p>Director of Training</p> <p>Address: 1375 Dillingham Blvd. Suite 200 Honolulu, HI 96817</p> <p>Phone: (808) 845-4887 Fax: (808) 847-7876 Website: http://www.abchawaii.org/</p>
Cement Finisher	<p>Joint Apprenticeship Committee for Cement Finishers</p> <p>(Operative Plasterers and Cement Finishers International Association, Local 630, AFL-CIO, and Local 1 of the International Union of Bricklayers and Allied Craftsmen, AFL-CIO)</p>	x		04/01/61	8,000	<ul style="list-style-type: none"> At least 16 years old Physically able to perform duties of the trade 	<p>Director of Training or Training Coordinator</p> <p>Address: 2251 N. School Street Honolulu, HI 96819</p> <p>Phone: (808) 845-5949 Fax: (808) 847-7068 Website: http://www.opcmia.org/</p>
Construction Craft Laborer	<p>Hawaii Laborers' Joint Apprenticeship Committee</p> <p>(International Union of North America, Local 368, and Signatory Contractors Association)</p>	x		02/11/00	4,000	<ul style="list-style-type: none"> At least 18 years old High school diploma or GED Driver's license Successfully complete Pre-Construction Apprentice Evaluation Course 	<p>Apprenticeship Coordinator</p> <p>Address: 96-138 Farrington Hwy. Pearl City, HI 96782</p> <p>Phone: (808) 455-7979 Fax: (808) 456-8689 Website: http://www.liuna.org/</p>

Trade	Sponsor	Union	Non-Union	Date of Approval/Registration	No. of Hours of On-the-Job Training	Minimum Requirements	Contact Information
Construction Equipment Operator	Hawaii Joint Apprenticeship Committee for Operating Engineers (General Contractors Labor Association and the Building Industry Labor Association and International Union of Operating Engineers, Local Union #3, AFL-CIO)	x		11/14/67	6,000	<ul style="list-style-type: none"> At least 18 years old High school diploma or GED or C-based test Physically able to perform duties of the trade School transcripts Driver's license Current State DOT PUC physical Pass industry or general knowledge test Have reliable transportation 	<p>State Administrator</p> <p>Address: P.O. Box 428 Kahuku, HI 96731-0428</p> <p>Phone: (808) 232-2001 Fax: (808) 232-2217 Website: http://oe3.org/training/</p>
Drywall	Carpenters Joint Apprenticeship Committee aka Hawaii Carpenters Apprenticeship and Training Program (General Contractors Association of Hawaii and Building Industry Labor Association and Other Signatory Contractors and the United Brotherhood of Carpenters and Joiners of America, Local 745, AFL-CIO)	x		04/06/88	8,000	<ul style="list-style-type: none"> At least 17 years old High school diploma or GED Complete questionnaire Pass industry test (8th grade math) Able to lift 100 lbs. 	<p>Director of Training</p> <p>Address: 1311 Houghtailing Street Room 201 Honolulu, HI 96817</p> <p>Phone: (808) 848-0794 Ext. 5 Fax: (808) 848-5961 (808) 841-0300 Website: http://www.carpenters.org/</p>
Electrical Wireperson	PECA-HEW Joint Apprenticeship Committee (Pacific Electrical Contractors Association and the Hawaii Electrical Workers Division of Laborers International, Local 368)	x		11/20/91	10,000	<ul style="list-style-type: none"> At least 16 years old High school diploma or GED Pass color code test Transcript of high school or post high school courses Pass one-year high school Algebra 1 (not pre-Algebra) or higher 	<p>Training Coordinator</p> <p>Address: 1130 Nimitz Highway Suite 204 Honolulu, HI 96817</p> <p>Phone: (808) 845-1986 Fax: (808) 847-7829 Website: N/A</p>

Trade	Sponsor	Union	Non-Union	Date of Approval/Registration	No. of Hours of On-the-Job Training	Minimum Requirements	Contact Information
Electrician	Associated Builders and Contractors Apprenticeship Committee		x	02/08/90	10,000	<ul style="list-style-type: none"> At least 18 years old High school diploma or GED Full-time employee of a member company for a period of not less than six continuous weeks Legally able to work Physically able to perform duties of the trade Pass eye examination for color blindness Completed one-year high school algebra (not pre-algebra) 	<p>Director of Training</p> <p>Address: 1375 Dillingham Blvd. Suite 200 Honolulu, HI 96817</p> <p>Phone: (808) 845-4887 Fax: (808) 847-7876 Website: http://www.abchawaii.org/</p>
(Electrician) Wireperson	Hawaii Electricians Joint Apprenticeship Committee (International Brotherhood of Electrical Workers (IBEW) Local 1186, AFL-CIO, and Signatory Employers)	x		04/08/47	10,000	<ul style="list-style-type: none"> At least 18 years old High school diploma or GED Complete the National Joint Apprenticeship and Training Committee Math Course or one-year high school Algebra 1 Transcript of high school or post high school courses Pass industry aptitude test to qualify for oral interview Application fee (non-refundable) 	<p>Apprenticeship or Training Coordinator</p> <p>Address: 1935 Hau Street Room 301 Honolulu, HI 96819</p> <p>Phone: (808) 847-0629 Fax: (808) 843-8818 Website: http://www.njatc.org/</p>
Elevator Constructor	International Union of Elevator Constructors Local 126 Joint Apprenticeship Committee (International Union of Elevator Constructors, Local 126 and Signatory Employers)	x		03/27/03	6,800	<ul style="list-style-type: none"> At least 18 years old High school diploma or GED School transcripts Pass aptitude test (math, reading) Pass medical exam Physically able to perform duties of the trade 	<p>Business Representative</p> <p>Address: 707 Alakea Street Room 314 Honolulu, HI 96813</p> <p>Phone: (808) 536-8653 Fax: (808) 537-3779 Website: http://iuec.org/</p>

Trade	Sponsor	Union	Non-Union	Date of Approval/Registration	No. of Hours of On-the-Job Training	Minimum Requirements	Contact Information
Fire Sprinkler Fitter	Honolulu Joint Apprenticeship and Training Committee for the Plumbing and Pipefitting Industry <i>aka</i> JATC of UA Plumbers and Fitters, Local 675, AFL-CIO, and PAMCAH (Plumbing and Mechanical Contractors Association of Hawaii and United Association of Plumbers and Pipefitters Local 675, AFL-CIO)	x		10/19/92	10,000	<ul style="list-style-type: none"> At least 17 years old High school diploma or GED School transcripts Pass placement evaluation with minimum score of 70% Driver's license 	<p>Training Coordinator</p> <p>Address: 97-731 B Kamehameha Hwy. Pearl City, HI 96782</p> <p>Phone: (808) 456-0585 Fax: (808) 456-7131 Website: http://www.ua.org/</p>
Floor Layer	Joint Apprenticeship and Training Committee for Floor Layers (Hawaii Floor Covering Association and Carpet, Linoleum, and Soft Tile Union Local 1926, AFL-CIO)	x		02/17/66	8,000	<ul style="list-style-type: none"> At least 17 years old Driver's license Pass color vision test 	<p>Training Coordinator</p> <p>Address: 2240 Young Street Honolulu, HI 96826</p> <p>Phone: (808) 942-3988 Fax: (808) 946-6667 Website: http://www.iupat.org/</p>
Glazier	Joint Apprenticeship Committee for Glaziers, Architectural Metal and Glassworkers Industry <i>aka</i> Glaziers, Architectural Metal and Glassworkers JATC (Glass/Metal Contractors Association of Hawaii and Other Signatory Contractors and the Glaziers, Architectural Metal and Glassworkers Union Local 1889, AFL-CIO)	x		04/01/01	10,000	<ul style="list-style-type: none"> At least 16 years old High school diploma or GED Driver's license Physically able to perform duties of the trade 	<p>Training Coordinator</p> <p>Address: 2240 Young Street Honolulu, HI 96826</p> <p>Phone: (808) 946-3329 (808) 943-0757 Fax: (808) 946-8736 Website: http://www.iupat.org/</p>
Heat and Frost Asbestos Insulator	Honolulu Joint Apprenticeship Committee for the Heat and Frost Asbestos Insulator Trade (Heat and Frost Insulators and Asbestos Workers, Local 132, and Signatory Participating Employers)	x		07/23/71	10,000	<ul style="list-style-type: none"> At least 16 years old High school diploma or GED Physically able to perform duties of the trade 	<p>Training Coordinator</p> <p>Address: 1019 Lauia Street Bay #4 Kapolei, HI 96707</p> <p>Phone: (808) 521-6405 Fax: (808) 523-9861 Website: http://www.insulators.org/</p>

Trade	Sponsor	Union	Non-Union	Date of Approval/Registration	No. of Hours of On-the-Job Training	Minimum Requirements	Contact Information
Heavy Duty Repairman and Welder	Hawaii Joint Apprenticeship Committee for Operating Engineers (General Contractors Labor Association and the Building Industry Labor Association and International Union of Operating Engineers, Local Union #3, AFL-CIO)	x		11/14/67	8,000	<ul style="list-style-type: none"> At least 18 years old High school diploma or GED or C-based test Physically able to perform duties of the trade School transcripts Driver's license Current State DOT PUC physical Pass industry or general knowledge test Have reliable transportation 	<p>State Administrator</p> <p>Address: P.O. Box 428 Kahuku, HI 96731-0428</p> <p>Phone: (808) 232-2001 Fax: (808) 232-2217 Website: http://oe3.org/training/</p>
Ironworker Shop Fabricator / Welder	Hawaii Shopmen's Local 803 Joint Apprenticeship and Training Committee (International Association of Bridge, Structural and Ornamental Ironworkers, Local 803, AFL-CIO, and Participating Employers)	x		12/31/63	8,000	<ul style="list-style-type: none"> At least 18 years old High school diploma or GED Physically able to perform duties of the trade Must be sponsored by employer who is signatory to the Shopmen's Local 803 collective bargaining agreement 	<p>Training Coordinator</p> <p>Address: 94-497 Ukee Street Waipahu, HI 96797</p> <p>Phone: (808) 671-4344 Fax: (808) 676-1144 Website: http://www.ironworkers.org/</p>
Ironworker (Reinforcing)	Joint Apprenticeship Committee for Ironworker (Reinforcing) aka Ironworkers Joint Apprenticeship Committee (Reinforcing) (International Association of Bridge, Structural and Ornamental Ironworkers, Local 625, AFL-CIO and Participating Employers)	x		06/26/53	6,000	<ul style="list-style-type: none"> At least 16 years old Physically able to perform duties of the trade 	<p>Training Coordinator</p> <p>Address: 94-497 Ukee Street Waipahu, HI 96797</p> <p>Phone: (808) 671-8225 Fax: (808) 676-1144 Website: http://www.ironworkers.org/</p>

Trade	Sponsor	Union	Non-Union	Date of Approval/Registration	No. of Hours of On-the-Job Training	Minimum Requirements	Contact Information
Ironworker (Structural)	<p>Joint Apprenticeship Committee for Ironworker (Structural) aka Ironworkers Joint Apprenticeship Committee (Structural)</p> <p>(International Association of Bridge, Structural and Ornamental Ironworkers, Local 625, AFL-CIO and Participating Employers)</p>	x		03/01/61	6,000	<ul style="list-style-type: none"> At least 16 years old Physically able to perform duties of the trade 	<p>Training Coordinator</p> <p>Address: 94-497 Ukee Street Waipahu, HI 96797</p> <p>Phone: (808) 671-8225 Fax: (808) 676-1144 Website: http://www.ironworkers.org/</p>
Painter	<p>Joint Apprenticeship and Training Committee for Painters</p> <p>(Painting and Decorating Contractors of Hawaii (PDCA) and the International Union of Painters and Allied Trades (IUPAT) Local 1791, AFL-CIO)</p>	x		09/01/61	8,000	<ul style="list-style-type: none"> At least 16 years old High school diploma or GED Driver's license Physically able to perform the duties of the trade Pass color code vision test 	<p>Training Coordinator</p> <p>Address: 2240 Young Street Honolulu, HI 96826</p> <p>Phone: (808) 947-6606 Fax: (808) 942-0195 Websites: http://www.dc50.org/ http://www.iupat.org/</p>
Painter	<p>Associated Builders and Contractors Apprenticeship Committee</p>		x	05/02/90	8,000	<ul style="list-style-type: none"> At least 18 years old Full-time employee of a member company for a period of not less than six continuous weeks Legally able to work Physically able to perform duties of the trade Pass physical examination if required by Committee 	<p>Director of Training</p> <p>Address: 1375 Dillingham Blvd. Suite 200 Honolulu, HI 96817</p> <p>Phone: (808) 845-4887 Fax: (808) 847-7876 Website: http://www.abchawaii.org/</p>
Painter	<p>Color Dynamics, Inc.</p>		x	12/01/89	8,000	<ul style="list-style-type: none"> At least 16 years old Physically fit to perform duties of the trade Must not be color blind 	<p>President</p> <p>Address: 816 Gulick Avenue Honolulu, HI 96819</p> <p>Phone: (808) 848-7000 Fax: (808) 842-0800 Website: http://www.colordynamics.com</p>

Trade	Sponsor	Union	Non-Union	Date of Approval/Registration	No. of Hours of On-the-Job Training	Minimum Requirements	Contact Information
Painter	Kawika's Painting		x	10/01/84	8,000	<ul style="list-style-type: none"> At least 16 years old Physically fit to perform duties of the trade Must not be color blind 	<p>President</p> <p>Address: 2147 Eluwene Street Honolulu, HI 96819</p> <p>Phone: (808) 848-0003 Fax: (808) 842-1908 Website: http://www.kawikaspainting.com</p>
Paving Equipment Operator	Hawaii Joint Apprenticeship Committee for Operating Engineers (General Contractors Labor Association and the Building Industry Labor Association and International Union of Operating Engineers, Local Union #3, AFL-CIO)	x		04/29/10	4,000	<ul style="list-style-type: none"> At least 18 years old High school diploma or GED or C-based test Physically able to perform duties of the trade School transcripts Driver's license Current State DOT PUC physical Pass industry or general knowledge test Have reliable transportation 	<p>State Administrator</p> <p>Address: P.O. Box 428 Kahuku, HI 96731-0428</p> <p>Phone: (808) 232-2001 Fax: (808) 232-2217 Website: http://oe3.org/training/</p>
Plasterer	Joint Apprenticeship Committee for Plasterers (Pacific Bureau for Lathing and Plastering and the Operative Plasterers and Cement Finishers Association of the U.S. and Canada, Local 630, AFL-CIO)	x		06/30/59	8,000	<ul style="list-style-type: none"> At least 16 years old Physically able to perform duties of the trade 	<p>Director of Training</p> <p>Address: 2251 N. School Street Honolulu, HI 96819</p> <p>Phone: (808) 845-5949 Fax: (808) 847-7068 Website: http://www.opcmia.org/</p>
Plumber	Honolulu Joint Apprenticeship and Training Committee for the Plumbing and Pipefitting Industry <i>aka</i> JATC of UA Plumbers and Fitters, Local 675, AFL-CIO, and PAMCAH (Plumbing and Mechanical Contractors Association of Hawaii and United Association of Plumbers and Pipefitters Local 675, AFL-CIO)	x		11/14/52	10,000	<ul style="list-style-type: none"> At least 17 years old High school diploma or GED School transcripts Pass placement evaluation with a minimum score of 70% Driver's license 	<p>Training Coordinator</p> <p>Address: 97-731 B Kamehameha Hwy. Pearl City, HI 96782</p> <p>Phone: (808) 456-0585 Fax: (808) 456-7131 Website: http://www.ua.org/</p>

Trade	Sponsor	Union	Non-Union	Date of Approval/Registration	No. of Hours of On-the-Job Training	Minimum Requirements	Contact Information
Plumber	Associated Builders and Contractors Apprenticeship Committee		x	02/02/99	10,000	<ul style="list-style-type: none"> At least 18 years old Full-time employee of a member company for a period of not less than six continuous weeks Legally able to work Physically able to perform duties of the trade Pass physical examination if required by Committee 	Director of Training Address: 1375 Dillingham Blvd. Suite 200 Honolulu, HI 96817 Phone: (808) 845-4887 Fax: (808) 847-7876 Website: http://www.abchawaii.org/
Pointer-Caulker-Weatherproofer	Joint Apprenticeship Committee for Pointer-Caulker-Weatherproofer (Pointing, Caulking and Weatherproofing Contractors and the International Union of Bricklayers and Allied Crafts, Local 1, AFL-CIO)	x		08/23/95	6,000	<ul style="list-style-type: none"> At least 16 years old Physically able to perform duties of the trade 	Director of Training or Training Coordinator Address: 2251 N. School Street Honolulu, HI 96819 Phone: (808) 845-5949 Fax: (808) 847-7068 Website: http://www.opcmia.org/
Refrigeration Air-Conditioning	Honolulu Joint Apprenticeship and Training Committee for the Plumbing and Pipefitting Industry aka JATC of UA Plumbers and Fitters, Local 675, AFL-CIO, and PAMCAH (Plumbing and Mechanical Contractors Association of Hawaii and United Association of Plumbers and Pipefitters Local 675, AFL-CIO)	x		09/04/62	10,000	<ul style="list-style-type: none"> At least 17 years old High school diploma or GED School transcripts Pass placement evaluation with a minimum score of 70% Driver's license 	Training Coordinator Address: 97-731 B Kamehameha Hwy. Pearl City, HI 96782 Phone: (808) 456-0585 Fax: (808) 456-7131 Website: http://www.ua.org/
Roofer	Joint Apprenticeship and Training Committee for Roofers (United Union of Roofers, Waterproofers and Allied Workers, AFL-CIO, Local 221, and All Participating Employers)	x		01/13/68	8,000	<ul style="list-style-type: none"> At least 16 years old High school diploma or GED Driver's license Physically able to perform duties of the trade Able to lift 100 lbs. 	Training Director Address: 2045 Kamehameha IV Rd. Room 203 Honolulu, HI 96819 Phone: (808) 847-5757 Fax: (808) 848-8707 Website: http://www.unionroofers.com

Trade	Sponsor	Union	Non-Union	Date of Approval/Registration	No. of Hours of On-the-Job Training	Minimum Requirements	Contact Information
Roofer	Associated Builders and Contractors Apprenticeship Committee		x	01/09/96	7,000	<ul style="list-style-type: none"> At least 18 years old Full-time employee of a member company for a period of not less than six continuous weeks Legally able to work Physically able to perform duties of the trade Pass physical examination if required by Committee 	Director of Training Address: 1375 Dillingham Blvd. Suite 200 Honolulu, HI 96817 Phone: (808) 845-4887 Fax: (808) 847-7876 Website: http://www.abchawaii.org/
Sheet Metal Worker	Hawaii Joint Apprenticeship Committee for the Sheet Metal Industry (Sheet Metal Contractor's Association and Sheet Metal Workers' International Association, Local 293)	x		01/02/58	10,000	<ul style="list-style-type: none"> At least 18 years old High school diploma or GED Driver's license 	Apprenticeship Coordinator Address: 1405 North King Street Room 403 Honolulu, HI 96817 Phone: (808) 841-6106 Fax: (808) 841-1842 Website: http://www.smwia.org/
Steamfitter/Welder	Honolulu Joint Apprenticeship and Training Committee for the Plumbing and Pipefitting Industry <i>aka</i> JATC of UA Plumbers and Fitters, Local 675, AFL-CIO, and PAMCAH (Plumbing and Mechanical Contractors Association of Hawaii and United Association of Plumbers and Pipefitters Local 675, AFL-CIO)	x		02/05/02	10,000	<ul style="list-style-type: none"> At least 17 years old High school diploma or GED School transcripts Pass placement evaluation with a minimum score of 70% Driver's license 	Training Coordinator Address: 97-731 B Kamehameha Hwy. Pearl City, HI 96782 Phone: (808) 456-0585 Fax: (808) 456-7131 Website: http://www.ua.org/
Stone Mason	Joint Apprenticeship Committee for Stone Mason Industry (Masonry Contractors Association of Hawaii and Local 1 of Hawaii of the Bricklayers and Allied Craftsmen International Union, AFL-CIO, and Other Signatory Employers)	x		02/10/64	8,000	<ul style="list-style-type: none"> At least 16 years old Physically able to perform duties of the trade 	Director of Training or Training Coordinator Address: 2251 N. School Street Honolulu, HI 96819 Phone: (808) 845-5949 Fax: (808) 847-7068 Website: http://www.opcmia.org/

Trade	Sponsor	Union	Non-Union	Date of Approval/Registration	No. of Hours of On-the-Job Training	Minimum Requirements	Contact Information
Taper	<p>Joint Apprenticeship Committee for Tapers</p> <p>(Gypsum Drywall Contractors Association of Hawaii and the International Brotherhood of Painters and Allied Trades Tapers Local Union 1944, AFL-CIO)</p>	x		09/01/67	8,000	<ul style="list-style-type: none"> At least 16 years old Physically able to perform duties of the trade 	<p>Chairman</p> <p>Address: 2240 Young Street Honolulu, HI 96826</p> <p>Phone: (808) 946-6621 Fax: (808) 946-6623 Website: http://www.dc50.org/</p>
Telecommunication / CATV Installer Technician	<p>Hawaii Electricians Joint Apprenticeship Committee</p> <p>aka Joint Apprenticeship Committee for Telecommunications</p> <p>(International Brotherhood of Electrical Workers Local Union 1186, AFL-CIO, and Signatory Employers)</p>	x		09/16/98	6,000	<ul style="list-style-type: none"> At least 16 years old High school diploma or equivalent or GED High school transcript Pass color code test Physically fit to perform duties of the trade One-year satisfactory completion of high school algebra (not Pre-Algebra) 	<p>Apprenticeship or Training Coordinator</p> <p>Address: 1935 Hau Street Room 301 Honolulu, HI 96819</p> <p>Phone: (808) 847-0629 Fax: (808) 843-8818 Website: http://www.njatc.org/</p>
Tile Setter	<p>Joint Apprenticeship Committee for Tile Setters</p> <p>(Tile, Marble and Terrazo Contractors Association of Hawaii and Local 1 of Hawaii of the Bricklayers, and Allied Craftsmen International Union of America, AFL-CIO)</p>	x		06/24/58	8,000	<ul style="list-style-type: none"> At least 16 years old Physically able to perform duties of the trade 	<p>Director of Training or Training Coordinator</p> <p>Address: 2251 N. School Street Honolulu, HI 96819</p> <p>Phone: (808) 845-5949 Fax: (808) 847-7068 Website: http://www.opcmia.org/</p>

Trade	Sponsor	Union	Non-Union	Date of Approval/Registration	No. of Hours of On-the-Job Training	Minimum Requirements	Contact Information
Truck Operator and Driver	<p>Hawaii Joint Apprenticeship Committee for Operating Engineers</p> <p>(General Contractors Labor Association and the Building Industry Labor Association and International Union of Operating Engineers, Local Union #3, AFL-CIO)</p>	x		03/01/91	2,000	<ul style="list-style-type: none"> ● At least 18 years old ● High school diploma or GED or C-based test ● Physically able to perform duties of the trade ● School transcripts ● Driver's license ● Current State DOT PUC physical ● Pass industry or general knowledge test ● Have reliable transportation 	<p style="text-align: right;">State Administrator</p> <p>Address: P.O. Box 428 Kahuku, HI 96731-0428</p> <p>Phone: (808) 232-2001 Fax: (808) 232-2217 Website: http://oe3.org/training/</p>

Instructions for Bid Submittal

General Instructions for Bid Submittal

The bid offer form must be completed and submitted to the DHHL by the required due date and time, and in the form prescribed by the DHHL. Electronic mail and facsimile transmissions shall not be accepted.

For your convenience, an “IFB Checklist for Bidders” is included in this section for your use.

No supplemental literature, brochures or other unsolicited information should be included in the bid packet.

A written response is required for each item unless indicated otherwise.

Bid documents and all certifications should be written legibly or typed and completed with black ink.

I. PROPOSAL REQUIREMENTS AND CONDITIONS

A. QUALIFICATION OF BIDDERS.

Prospective Bidders must be capable of performing the work for which bids are invited, and must be capable of entering into a public contract of \$25,000 (twenty five thousand dollars) or more.

B. NOTICE OF INTENTION TO BID

1. In accordance with Section 103D-310, Hawaii Revised Statutes, and Section 3-122-108, Hawaii Administrative Rules, a written notice of intention to bid must be submitted to the Chairman, who is the officer charged with letting the contract. The notice may be faxed, hand carried, mailed, or e-mailed to the office indicated in the Notice to Contractors.
2. The written notice must be received by the office indicated in the Notice to Contractors no later than 2:00 p.m. on the 10th calendar day prior to the day designated for opening bids. If the 10th calendar day prior to the day designated for opening bids is a Saturday, Sunday, or legal State holiday, then the written notice must be received by the Department no later than 2:00 p.m. on the last working day immediately prior to said Saturday, Sunday, or legal State holiday. The written notice will be time stamped when received by said office. The time designated by the time stamping device in said office shall be official. If the written notice is hand carried, then the bearer is responsible to ensure that the notice is time stamped by said office. If the notice is faxed, the time of receipt by the Department fax machine shall be official. If the notice is sent by email, the time indicated in the date and time field of the email as received by the Department shall be official.

3. It is the responsibility of the prospective Bidder to ensure that the written notice of intention to bid is received in time and the Department assumes no responsibility for failure of timely delivery caused by the prospective Bidder or by any method of conveyance chosen by the prospective Bidder.
4. If two (2) or more prospective Bidders desire to bid jointly as a joint venture on a single project, they must file an affidavit of joint venture with their notice of intention to bid. Such affidavit of joint venture will be valid only for the specific project for which it is filed. No further license is required when all parties to the joint venture possess current and appropriate contractor's licenses. Joint ventures are required to be licensed in accordance with Chapter 444 of the Hawaii Revised Statutes, as amended, and the rules and regulations of the Contractor's License Board when any party to the joint venture agreement does not hold a current or appropriate contractor's license. The joint venture must be registered with the office of the Director of Commerce and Consumer Affairs in accordance with Chapter 425 of the Hawaii Revised Statutes, as amended.
5. 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.

C. STANDARD QUALIFICATION QUESTIONNAIRE FOR OFFERORS

1. Prospective Bidders shall submit answers to questions contained in the STANDARD QUALIFICATION QUESTIONNAIRE FOR OFFERORS (SPO Form-21), properly executed and notarized, setting forth a complete statement of the experience of such prospective Bidder and its organization in performing similar work and a statement of the equipment proposed to be used, together with adequate proof of the availability of such equipment, no later than 2:00 p.m. on the tenth calendar day prior to the day designated for opening bids. If the tenth calendar day prior to the day designated for opening bids is a Saturday, Sunday, or legal State holiday, then the questionnaire must be received by the Department no later than 2:00 p.m. on the last working day immediately prior to said Saturday, Sunday, or legal State holiday. The questionnaire will be time stamped when received by said office. The time designated by the time stamping device in said office shall be official. If the questionnaire is hand carried, then the bearer is responsible to ensure that the notice is time stamped by said office. E-mail and facsimile (FAX) transmissions are not acceptable in whole or in part, under any circumstances. If the information in the questionnaire proves satisfactory, the Bidder's proposal will be received. All information contained in the answers to the questionnaire shall be kept confidential. The questionnaire will be returned to the Bidder after it has served its purpose.

2. If upon review of the Questionnaire, or otherwise, the Bidder appears not fully qualified or able to perform the intended work, the Chairman shall, after affording the Bidder an opportunity to be heard and if still of the opinion that the Bidder is not fully qualified to perform the work, refuse to receive or to consider any bid offered by the prospective Bidder.
3. Failure to complete and submit the prequalification questionnaire by the designated deadline will be sufficient cause for the Department to disqualify a prospective Bidder.

D. PROPOSAL FORM

1. Prospective Bidders are being furnished with the proposal form 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. 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.
3. The drawings, specifications and other documents designated in the proposal form will also be considered a part thereof whether attached or not.
4. When quantities for individual items of work are listed in the proposal form for which respective unit prices are asked, said quantities are estimated or approximate and are to be used by the Department only for the purpose of comparing on a uniform basis bids offered for the work. The Department does not, expressly or by implication agree that the actual quantity of work will correspond therewith.
5. 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 DHHL Construction General Conditions (CGC), Section 4.7, VARIATIONS IN ESTIMATED QUANTITIES.
6. The Bidder's proposal must be submitted on the proposal form furnished by the Department. The proposal must be prepared in full accordance with the instructions herein. 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.
7. If the proposal is made by an individual, the person's name and post office address must be shown in the space provided. If made by a partnership, the name and post office address of each member of the partnership must be shown and the proposal signed by all partners or evidence in the form of a partnership agreement must be submitted showing the authority of the partner to enter, on behalf of said

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

8. 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.
9. It is understood and agreed that the Contractor shall make no claim for anticipated profit, loss of profit or unabsorbed field, branch or home office overhead and impact losses due to the exercise of the Departments right to eliminate entire portions of the work or to increase or decrease any or all the quantities shown in the proposal form.
10. By submitting a bid on the proposal form, a Bidder accepts the language therein as its own.

E BID SECURITY

1. Subject to the exceptions in Section 3-122-223(d) HAR, all lump sum bids of \$50,000 (fifty thousand dollars) and higher, or lump sum base bids including alternates of \$50,000 (fifty thousand dollars) and higher, that are not accompanied by bid security are non-responsive. Bid security shall be one of the following: §3-122-222(a) HAR
 - a. 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 Procurement Circular No. 2007-05; or
 - b. Legal Tender; or
 - c. Certificate of Deposit; credit union share certificate; or cashier's, treasurer's, teller's or official check drawn by, or a certified check accepted

by, and payable on demand to the State by a bank, a savings institution, or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration.

- (a) These instruments may be utilized only to a maximum of \$100,000 (one hundred thousand dollars).
 - (b) If the required security or bond amount totals over \$100,000 (one hundred thousand dollars), more than one instrument not exceeding \$100,000 (one hundred thousand dollars) each and issued by different financial institutions shall be accepted.
 - (c) CAUTION - Bidders are cautioned that certificates of deposit or share certificates with an early withdrawal penalty must have a face value sufficient to cover the maximum penalty amount in addition to the proposal guaranty requirement. If the certificate is made out to two names, the certificate must be assigned unconditionally to the Chairman.
2. Unless otherwise stated, the bid security shall be in an amount equal to at least five percent (5%) of the lump sum bid or lump sum base bid including all additive alternates or in an amount required by the terms of the federal funding, where applicable.
3. If the Bidder is a corporation, evidence in the form of a corporate resolution, authorizing the corporate representative to execute the bond must be submitted with the proposal. (See sample in Appendix.) If the Bidder is a partnership, all partners must sign the bond or evidence in the form of a partnership agreement must be submitted showing the authority of the partner.
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.
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.
6. Bidders are cautioned that surety bid bonds which place a limit in value to the difference between the bid amount and the next acceptable bid, such value not to exceed the purported amount of the bond, are not acceptable. Also, surety bid bonds which place a time limit on the right of the State to make claim other than allowed by statutes or the GENERAL CONDITIONS are not acceptable. Bidders are hereby notified that a surety bid bond containing such limitation(s) is not acceptable and a bid accompanied by such surety bid bond will be automatically rejected.

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

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

G. ADDENDA AND BID CLARIFICATIONS

1. The terms and requirements of the bid documents (i.e. drawings, specifications and other bid and contract documents) cannot be changed prior to the bid opening except by a duly issued addendum.
2. The Department may alter, increase or decrease the scope of the work or the contract time, provisions and conditions by issuing a written addendum which sets forth such alterations, increase or decrease.
3. If a Bidder discovers what it considers to be a discrepancy, ambiguity, omission or doubt as to the meaning of drawings, specifications and any other bid or contract documents, the Bidder shall request in writing an interpretation from the Chairman.
4. If the Department agrees that a discrepancy, ambiguity, omission or doubt exists, it shall issue a written addendum to the bid documents to all prospective Bidders known to have received a solicitation eight (8) days before the bids are opened. The Department may extend the bid opening to allow at least eight (8) days from the notification date of the addendum. Upon notification by the Department, all Bidders/addressees shall be deemed to be on notice of the information therein whether or not the addendum is actually received. All addenda so issued shall become part of the contract documents.
5. No claim for additional compensation and/or time for performance will be allowed if the Contractor discovered, or in the exercise of reasonable care, should have discovered a discrepancy, ambiguity, omission or doubt for which an interpretation was not requested.

H. SUBSTITUTION OF MATERIALS AND EQUIPMENT BEFORE BID OPENING

1. Brand names of materials or equipment are specified or shown on the drawings to indicate a quality, style, appearance or performance and not to limit competition. The Bidder shall base its bid on one of the specified brand names unless alternate brands are qualified as equal or better in an addendum. Qualifications of such proposed alternate brands shall be submitted in writing and addressed to the Project Manager. The face of the envelope containing the request must be clearly marked "SUBSTITUTION REQUEST". The request may be hand carried or mailed to DHHL, 91-5420 Kapolei Parkway, Kapolei, Hawaii, 96707. In either case, the
Instructions for Bid Submittal

written request must be received by DHHL no later than fourteen (14) days before the bid opening date and time specified in the Notice to Bidders. The written request will be time stamped by DHHL. For the purpose of this section, the time designated by the time stamping device in DHHL shall be official. If the written request is hand carried, the bearer is responsible to ensure that the request is time stamped by DHHL.

2. Submit three (3) sets of the written request, technical brochures, and a statement of variances.
3. A statement of variances must list all features of the proposed substitution which differ from the drawings, specifications and/or product(s) specified and must further certify that the substitution has no other variant features. The brochure and information submitted shall be clearly marked showing make, model, size, options, etc., and must include sufficient evidence to evaluate each feature listed as a variance. A request will be denied if submitted without sufficient evidence. If after installing the substituted product, an unlisted variance is discovered, Contractor shall immediately replace the product with a specified product at no cost to the Department.
4. Any substitution request not complying with the above requirements will be denied. Substitution requests sent to other agencies and received by Project Manager after the deadline above will be denied.
5. An addendum shall be issued to inform all prospective Bidders of any accepted substitution.

I. DELIVERY OF PROPOSALS.

The entire proposal shall be placed together with the bid security, in a sealed envelope and delivered as indicated in the Notice to Bidders. 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 time designated by the time stamping device in DHHL shall be official.

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

- 1 Withdrawal of Proposals:
 - (a) A signed, written notice received in the office designated in the solicitation;
or
 - (b) A signed written notice faxed or e-mailed to the office designated in the solicitation.
- 2 Modification of Proposals:
 - (a) A signed written notice received in the office designated in the solicitation, accompanied by a duly executed certificate of resolution for corporations,

partnerships and joint-ventures, stating that a modification to the proposal is submitted; and

- (b) The actual modification sealed securely in a separate envelope or container, accompanying the written notice.
- (c) The modification may be sent by fax or email, provided that the originals must be submitted within two working days of the fax or email.

K. 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.

L. 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:

1. Non-compliance with Section I.A. QUALIFICATION OF BIDDERS;
2. Evidence of collusion among Bidders;
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;
4. Being in arrears on existing contracts with the State of Hawaii, or having defaulted on a previous contract with the State of Hawaii;
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;
6. No contractor's license or a contractor's license which does not cover type of work contemplated;
7. More than one proposal for the same work from an individual, firm, partnership, corporation or joint venture under the same or different name;
8. Delivery of bids after the deadline specified in the advertisement calling for bids;
9. Failure to pay, or satisfactorily settle, all bills overdue for labor and materials of former contracts in force at the time of issuance of proposal forms; and/or
10. Debarment or suspension pursuant to the provisions of Chapters 103D, 104 and 444, Hawaii Revised Statutes, as amended.

M. PROTESTS

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

N. WRONGFUL REFUSAL TO ACCEPT A BID.

In the event the Chairman, for any reason, wrongfully refuses to accept what would otherwise be a responsive and responsible lowest bid, the exclusive remedy for such lowest Bidder shall be the recovery of the reasonable actual costs of preparing the bid. No other Bidder shall have any claim for damages.

II AWARD AND EXECUTION OF CONTRACT

A. 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 in accordance with HAR 3-122-34. In the comparison of bids, words written in the proposals will govern over figures and unit prices will govern over totals. Until the award of the contract, the Department may cancel the solicitation, reject any and all proposals in whole or part and may waive any defects or technicalities whenever such action is deemed to be in the best interest of the Department.

B. IRREGULAR PROPOSALS.

Proposals will be considered irregular and may be rejected for the following reasons:

1. If the proposal is unsigned.
2. If bid security is not in accordance with Section I.E. BID SECURITY.
3. If proposal is on a form other than that furnished by the Department; or if the form is altered or any part thereof detached.
4. If the proposal shows any non-compliance with applicable law, alteration of form, additions not called for, conditional bids, incomplete bids, non-initialed erasures, other defects, or if the prices are obviously unbalanced.
5. If the Bidder adds any provisions reserving the right to accept or reject an award.
6. If the Bidder adds any provisions reserving the right to enter into a contract pursuant to an award.

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.
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.
9. If in the opinion of the Chairman, the Bidder and/or its listed subcontractors do not have the contractor's licenses or combination of contractor's licenses necessary to complete all of the work.

C. CORRECTION OF BIDS AND WITHDRAWAL OF BIDS (§3-122-31 HAR)

1. Corrections to bids after bid openings but prior to award may be made under the following conditions:
 - (a) If the mistake is attributable to an arithmetical error, the Chairman shall so correct the mistake. In case of error in extension of bid price, the unit price shall govern.
 - (b) If the mistake is a minor informality which shall not affect price, quantity, quality, delivery, or contractual conditions, the Bidder shall request correction by submitting proof of evidentiary value which demonstrates that a mistake was made. The Chairman shall prepare a written approval or denial in response to this request. Examples of such mistakes include:
 - (1) Typographical errors;
 - (2) Transposition errors;
 - (3) 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.
 - (c) For reasons not allowable under Subsections II.C.1.(a) and II.C.1.(b) when the Chairman determines that the correction or waiver of an obvious mistake

is in the best interest of the Department or is warranted for the fair treatment of other Bidders.

2. Withdrawal of bids after bid opening but prior to award may be made when the bid contains a mistake attributable to an obvious error which affects price, quantity, quality, delivery, or contractual conditions, and the Bidder requests withdrawal by submitting proof of evidentiary value which demonstrates that a mistake was made. The Chairman shall prepare a written approval or denial in response to this request.
3. Correction or withdrawal of bids after award is not permissible except in response to a written withdrawal or correction request by the Contractor, and the Chairman makes a written determination that the Department's procurement practices and policies would not be materially affected by such correction or withdrawal.

D. AWARD OF CONTRACT

1. The award of contract, if it be awarded, will be made within one hundred twenty (120) consecutive calendar days after the opening of the proposals to the lowest responsible and responsive Bidder (including the alternate or alternates which may be selected by the Chairman in the case of alternate bids) whose proposal complies with all the requirements prescribed, but in no case will an award be made until all necessary investigations are made. The successful Bidder will be notified, by letter mailed to the address shown on the proposal, that its bid has been accepted and that it has been awarded the contract.
2. If the contract is not awarded within the one hundred twenty (120) days noted in Subsection II.D.1 above, the Department may request the successful Bidder to extend the time for the acceptance of its bid. The Bidder may reject such a request without penalty; and in such case, the Department may at its sole discretion make a similar offer to the next lowest responsive and responsible Bidder and so on until a bid is duly accepted or until the Department elects to stop making such requests.
3. No contract will be awarded to any person or firm suspended or debarred under the provisions of Chapters 103D, 104 and Chapter 444, Hawaii Revised Statutes as amended.
4. The contract will be drawn on the forms furnished by the Chairman. The contract will not be binding on the Department until all required signatures have been affixed thereto and written certification that funds are available for the work has been made.
5. Prior to award of the contract, the Department shall verify compliance with Sections 103D-310 and 103D-328 HRS via Hawaii Compliance Express (HCE).

E. CANCELLATION OF AWARD.

The Department reserves the right to cancel the award of any contract at any time before the execution of said contract by all parties. The exclusive remedy to the awardee for such cancellation shall be payment of the reasonable bid preparation costs and the

reimbursement of any direct expenses incurred as directed in the Notice of Award. Such cancellation will not incur any liability by the Department to any other Bidder.

F. 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.

G. REQUIREMENT OF PERFORMANCE AND PAYMENT BONDS

1. Performance and Payment Bonds shall be required for contracts \$50,000 (fifty thousand dollars) and higher. At the time of the execution of the contract, the successful Bidder shall file good and sufficient performance and payment bonds on the form furnished by the Department, 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:
 2. Surety bonds underwritten by a company licensed to issue bonds in this State; or
 3. A certificate of deposit; credit union share certificate; or cashier's, treasurer's, teller's or official check drawn by, or a certified check accepted by, and payable on demand to the Department by a bank, a savings institution, or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration.
 - (a) These instruments may be utilized only a maximum of \$100,000 (one hundred thousand dollars).
 - (b) If the required security or bond amount totals over \$100,000 (one hundred thousand dollars), more than one instrument not exceeding \$100,000 (one hundred thousand dollars) each and issued by different financial institutions shall be acceptable.
4. If the Contractor fails to deliver the required performance and payment bonds, the Contractor's award shall be canceled, the Department shall have the remedies provided below under FAILURE TO EXECUTE THE CONTRACT and award of the contract shall be made to the next lowest responsible and responsive Bidder.

H. EXECUTION OF THE CONTRACT

1. The contract shall be signed by the successful Bidder and returned, together with satisfactory performance and payment bonds, within ten (10) calendar days after the Bidder is awarded the contract for execution or within such further time as the Chairman may allow. No proposal or contract shall be considered binding upon the Department until the contract has been fully and properly executed by all parties thereto. For projects funded with State Capital Improvement Project (CIP) funds, the Chairman shall also endorse thereon its certificate, as required by Section 103D-309, HRS, that there is an available unexpended appropriation or balance of an appropriation over and above all outstanding contracts sufficient to cover the Department's amount required by such contract.
2. On any individual award totaling less than \$25,000 (twenty five thousand dollars), the Department reserves the right to execute the contract by the issuance of a Purchase Order. Issuance of a Purchase Order shall result in a binding contract between the parties without further action by the Department. The issuance of a Purchase Order shall not be deemed a waiver of these General Conditions, and Contract Document requirements.

I. FAILURE TO EXECUTE THE CONTRACT

1. Before the Award - If a low Bidder without legal justification withdraws its bid after the opening of bids but before the award of the contract, the Department shall be entitled to retain as damages the amount established as bid security, and may take all appropriate actions to recover the damages sum from the property or third-party obligations deposited as bid security.
2. After the Award. If the Bidder to which a contract is awarded shall fail or neglect to enter into the contract and to furnish satisfactory security within ten (10) calendar days after such award or within such further time as the Chairman may allow, the Department shall be entitled to recover from such Bidder its actual damages, including but not limited to the difference between the bid and the next lowest responsive bid, as well as personnel and administrative costs, consulting and legal fees and other expenses incurred in arranging a contract with the next low responsible and responsive Bidder or calling for new bids. The Department may apply all or part of the amount of the bid security to reduce its damages. If upon determination by the Department that the bid security exceeds the amount of its damages, it shall release or return the excess to the person who provided same.
3. Chairman's Options. Upon a withdrawal of the lowest responsive bid, or upon a refusal or failure of the lowest Bidder to execute the contract, the Chairman may thereupon award the contract to the next lowest responsible and responsive Bidder or may call for new bids, whichever method the Chairman may deem to be in the best interests of the Department.

IFB Checklist for Bidders
IFB-15- HHL-023
Kanehili Sound/ Safety Wall

Items required prior to Bid Opening:

- Notice of Intention to Bid, no later than June 16, 2015.
- SPO Form 21 (Standard Qualification Questionnaire), submitted to DHHL, Land Development Division by June 24, 2015.
- SPO-38 (Hawaii Product Preference Request, if any), by June 12, 2015.

Items required with Sealed Bid:

- Bid Package Envelope Cover (with the words “Sealed Bid”), included with this IFB.

The Envelope Cover Form shall be used for Sealed Bid Envelopes. The cover form should be glued or taped to the front of the bid envelope and the information type- written or printed clearly in ink.

- Bid Offer Form (included with this IFB)

The total sum bid amount must be typed or clearly written in both numbers and words in the appropriate space on page 7 of the Bid Offer Form. Illegible writing on any portion of the Bid Offer Form, except for the signee’s signature, may be grounds for considering a Bid “non-responsive”.

- Corporate Resolution (Indicating who is authorized to sign bid documents and contracts)
- Bid Security
- Form 1 – Certification of Bidder’s Participation in Approved Apprenticeship Program Under Act 17 (Apprenticeship Agreement Preference, if any).

DEPARTMENT OF HAWAIIAN HOME LANDS

KANEHILI SOUND/ SAFETY WALL

EAST KAPOLEI, ISLAND OF OAHU, HAWAII

TAX MAP KEY: (1) 9-1-152 & 153

IFB No.: IFB-15-HHL-023

SEALED BID

Submitted by:

Address:

Date:

Bid Package Envelope Cover

**STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS**

BID OFFER FORM FOR

KANEHILI SOUND/ SAFETY WALL

EAST KAPOLEI, ISLAND OF OAHU, HAWAII

**TAX MAP KEY
(1) 9-1-152 & 153**

IFB No.: IFB-15-HHL-023

Chairman
Hawaiian Homes Commission
Department of Hawaiian Home Lands
91-5420 Kapolei Parkway
Kapolei, Hawaii 96707

The undersigned has carefully examined, read, and understands the terms and conditions in the Plans and Specifications, Special Conditions attached hereto, DHHL Construction General Conditions, and General Conditions specified in the Invitation for Bids (IFB) No. IFB-15-HHL-023. The State of Hawaii's (State) Contract for Goods and Services Based on Competitive Sealed Bids AG-003 Rev. 6/22/2009, AG-008 103D General Conditions, are included by reference and made part hereof and available upon written request to the Procurement Officer. The undersigned hereby submits the following offer to perform the work for IFB No. IFB-15-HHL-023 as specified herein, all in accordance with the true intent and meaning thereof.

The undersigned understands and agrees that:

1. The State reserves the right to reject any and all offers and to waive any items that are defective when, in the State's opinion, such rejection or waiver will be in the best interest of the State. A solicitation may be rejected in whole or part when in the best interest of the State.
2. If awarded the contract, all services will be in accordance with Hawaii Revised Statutes (HRS) § 103-55.5.
3. In submitting this offer, the Offeror is not in violation of HRS Chapter 84, concerning prohibited State contracts.
4. By submitting this offer, the Offeror certifies that the offer was independently arrived at without collusion and the Offeror did not participate in any practices to restrict competition.
5. It is understood that the failure to receive any addendum shall not relieve the Offeror from any obligation under this IFB.

Date: _____

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

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

State of incorporation: _____

Offeror is:

- Sole Proprietor Partnership Corporation Joint Venture Other: _____

Federal ID No.: _____

Hawaii General Excise Tax ID No.: _____

Telephone No.: _____

Fax No.: _____

E-Mail Address.: _____

Payment address (other than street address below)

(Street Address, City, State, Zip Code)

Business address

(Street Address, City, State, Zip Code)

Respectfully submitted:

Authorized (Original) Signature

Name and Title (Please Type or Print)

* _____
Exact Legal Name of Company (Offeror)

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

The following bid is hereby submitted for Kanehili Sound/ Safety Wall to the Department of Hawaiian Home Lands.

Item No.	Estimated Quantity	Description	Unit Price	Total
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BARRIER WALL

I. SITE WORK

The prices bid herein for the following items shall include furnishing all materials, labor, tools, equipment, machinery and all incidentals necessary to install or to construct these items in place complete, all in accordance with the plans and specifications.

1.	4,040	Sq. Yds., Clearing and Grubbing.	Per Sq. Yd. _____	\$ _____
2.	1,875	Lin. Ft., Remove and salvage existing 6-ft. high chain link fence, in place complete.	Per Lin. Ft. \$ _____	\$ _____
3.	3	Each, Sediment control filter at catch basins, including installation, maintenance, and removal, in place complete.	Per Each \$ _____	\$ _____
4.	1,907	Lin. Ft., Silt fence including construction, maintenance, and removal, in place complete.	Per Lin. Ft. \$ _____	\$ _____
5.	1,785	Lin. Ft., Dust fence including construction, maintenance, and removal, to be used only as directed or approved by the Engineer, in place complete. Contingent item.	Per Lin. Ft. \$ _____	\$ _____
6.	L.S.	Mobilization including obtaining insurance, bonds, permits, scheduling, submittals and other activities to mobilize the project, in place complete. (Maximum \$10,000)	Lump Sum	\$ _____
<div style="border: 1px solid black; padding: 5px; display: inline-block;"> SUB-TOTAL FOR SITE WORK (Items 1 to 6 inclusive) </div>				<div style="border: 1px solid black; padding: 5px; display: inline-block; width: 100px; text-align: center;"> \$ </div>

II. WALL CONSTRUCTION

The prices bid herein for the following items shall include furnishing all materials, labor, tools, equipment, machinery and all incidentals necessary to install or to construct these items in place complete, all in accordance with the plans and specifications.

7.	1,876	Lin. Ft., CMU Barrier Wall, in place complete, including excavation and backfill of wall.	Per Lin. Ft.	\$	\$
8.	L. S.	Restoration of existing lot areas in accordance with the "Mass Grading Plans for East Kapolei I Development – Record Drawings" in place complete, including fine grading of swales and pads.	Lump Sum	\$	\$
9.	5	Lin. Ft., 6' high chain-link fence, including concrete footing, posts, braces, top rail, and all required fittings, in place complete.	Per Lin. Ft.	\$	\$
10.	1	Each, End post at Station 18+75.76± for connection of existing 6' high chain link fence, including footing, braces and all required fittings, in place complete.	Per Each	\$	\$
SUB-TOTAL FOR WALL CONSTRUCTION (Items 7 to 10 inclusive)					\$

SIDEWALK REPAIR

III. ROADWAYS

The prices bid herein for the following items shall include furnishing all materials, labor, tools, equipment, machinery and all incidentals necessary to demolish, remove, replace, reconstruct, or install these items in place complete, all in accordance with the plans and specifications.

11.	8	Each, Sediment control filter at catch basins, including installation, maintenance, and removal, in place complete.	Per Each	\$ _____	\$ _____
12.	L.S.	Demolish and remove existing grade adjustment wall at Kamakahelei Street, including footing, and approximately 45-Lin. Ft. of existing concrete sidewalk, in place complete.	Lump Sum		\$ _____
13.	L.S.	Reconstruct sidewalk at Kamakahelei Street, including restoration of planter area to original condition or better, in place complete.	Lump Sum		\$ _____
14.	L.S.	Epoxy grout cracks in existing curb, gutter, sidewalk, driveway, or curb ramp, in place complete.	Lump Sum		\$ _____
15.	L.S.	Demolish, remove and reconstruct existing standard curb and gutter at noted locations, in place complete.	Lump Sum		\$ _____
16.	L.S.	Demolish, remove and reconstruct existing drop curb and gutter at noted locations, in place complete.	Lump Sum		\$ _____
17.	L.S.	Demolish, remove and reconstruct existing sidewalk at noted locations, in place complete.	Lump Sum		\$ _____
18.	L.S.	Demolish, remove and reconstruct existing driveway flare at noted locations, in place complete.	Lump Sum		\$ _____

19.	L.S.	Demolish, remove and reconstruct existing curb ramp and sidewalk at noted locations, in place complete.	Lump Sum	\$ _____
20.	L.S.	Demolish, remove and reconstruct existing 4" thick concrete slab for fire hydrant at noted locations, in place complete.	Lump Sum	\$ _____
21.	L.S.	Demolish, remove and reconstruct existing sidewalk at water meter boxes at noted locations, in place complete.	Lump Sum	\$ _____
22.	L.S.	Remove and replace existing expansion joint caulking at noted locations, in place complete.	Lump Sum	\$ _____
23.	L.S.	Remove and replace existing Type "D" raised pavement marker at noted locations, in place complete.	Lump Sum	\$ _____
24.	L.S.	Install Type "D" raised pavement marker at noted locations, in place complete.	Lump Sum	\$ _____
25.	L.S.	Remove and replace existing Type "DB" Hydrant marker at noted locations, in place complete.	Lump Sum	\$ _____
26.	L.S.	Demolish, remove and reconstruct existing A.C. Pavement at noted locations, in place complete.	Lump Sum	\$ _____
27.	L.S.	Traffic control along Ka'apuwai Street and Place, and Kamakahelei Street as required, in place complete.	Lump Sum	\$ _____
SUB-TOTAL FOR ROADWAY (Items 11 to 27 inclusive)				\$ _____

RECAPITULATION

BARRIER WALL

I. Site Work (Items 1 to 6, inclusive) \$ _____

II. Wall Construction (Items 7 to 10, inclusive) \$ _____

TOTAL BARRIER WALL \$ _____

SIDEWALK REPAIR

III. Roadway (Items 11 to 27, inclusive) \$ _____

TOTAL SIDEWALK REPAIR \$ _____

TOTAL SUM BID \$ _____

TOTAL SUM BID = _____

_____ Dollars(\$ _____).

The prices herein for the above items shall include all materials, labor, tools, equipment, machinery and all incidentals necessary, exclusive of general excise tax to install or to construct these items in place complete and in accordance with the plans and specifications contained in this IFB.

The CONTRACTOR shall complete all work as specified or indicated in the Contract Documents on or before two hundred seventy (270) calendar days after receiving written Notice to Proceed, subject to extensions, as may be granted.

HAWAII PRODUCTS PREFERENCE

In accordance with HRS §103D-1002, the Hawaii products preference is applicable to this solicitation. Hawaii Products may be available for items noted on the offer form. The Hawaii products list is available on the SPO webpage at <http://spo.hawaii.gov/for-vendors/hawaii-product-preferences>.

Offeror submitting a Hawaii Product (HP) shall identify the HP on the solicitation offer page(s). Any person desiring a Hawaii product preference shall have the product(s) certified and qualified if not currently on the Hawaii products list, prior to the deadline for receipt of offer(s) specified in the procurement notice and solicitation. The responsibility for certification and qualification shall rest upon the person requesting the preference.

Persons desiring to qualify their product(s) not currently on the Hawaii product list shall complete form SPO-038, *Certification for Hawaii Product Preference* and submit to the Procurement Officer issuing the solicitation (IFB or RFP), and provide all additional information required by the Procurement Officer. For each product, one form shall be completed and submitted (i.e. 3 products should have 3 separate forms completed). Form SPO-038 is available on the SPO webpage at <http://spo.hawaii.gov/all-forms/>. The manufacturers and producers must complete and submit SPO-38 to DHHL. The form must be received by DHHL no later than **2:00 p.m., June 12, 2015**. Submittal by facsimile (808 620-9299) is acceptable. If DHHL receives and approves SPO-38s relating to this solicitation DHHL will issue an addendum listing the additional certified and qualified Hawaii products by **4:00 p.m., June 18, 2015**.

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

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 notify the procurement officer in writing no later than five working days from when the offeror knows of the change and the parties shall enter into discussions for the purposes of revising the contract or terminating the contract for convenience.

SCHEDULE OF ACCEPTABLE HAWAII PRODUCTS AND DESIGNATION OF HAWAII PRODUCTS TO BE USED			
ACCEPTABLE HAWAII PRODUCTS		HAWAII PRODUCTS TO BE USED Cost FOB Jobsite, Unloaded Including Applicable General Excise and Use Taxes	
Description	Manufacturer	Base Bid	Additive Alternate
		\$ _____	\$ _____
		\$ _____	\$ _____
		\$ _____	\$ _____
		\$ _____	\$ _____
		\$ _____	\$ _____
		\$ _____	\$ _____
		\$ _____	\$ _____
		\$ _____	\$ _____
		\$ _____	\$ _____
		\$ _____	\$ _____
		\$ _____	\$ _____

It is further understood by the Bidder that if upon being granted Hawaii Products, and being awarded the contract, if the Bidder fails to use such products or meet the requirements of such preference, the Bidder shall be subject to penalties, if applicable.

APPRENTICESHIP AGREEMENT PREFERENCE

Hawaii Revised Statutes §103-55.6 (ACT 17, SLH 2009) provides for a Hawai'i Apprenticeship Preference for public works contracts having an estimated value of \$250,000.00 or more. The preference shall be in the form of a 5% bid adjustment applied to the bidder's amount for bidders that are parties to apprenticeship agreements. The estimated value of this public works contract is \$250,000.00 or more and the apprenticeship agreement preference **shall** apply

To be eligible for the preference, the bidder shall:

1. Be a party to an apprenticeship agreement registered with the DLIR at the time the bid is made for each apprenticeable trade the bidder will employ to construct the public works project for which the bid is being made.
 - a. The apprenticeship agreement shall be registered and conform to the requirements of HRS Chapter 372.
 - b. Subcontractors do not have to be a party to an apprenticeship agreement for the bidder to obtain the preference.
 - c. The bidder is not required to have apprentices in its employ at the time the bid is submitted to qualify for the preference.
 - d. If a bidder's employee is multi-skilled and able to perform work in more than one trade (for example, a project requires a carpenter and a laborer, and the employee is a carpenter, but is also able to perform the work of a laborer), the bidder need only be a party to the carpenter's apprenticeship agreement and does not need to be a party to the laborer's apprenticeship agreement in order to qualify for the preference. The bidder is not "employing" a laborer, only a carpenter, and so only needs to be a party to the carpenter's apprenticeship agreement.
 - e. Qualification for the preference is given on a project-by-project basis and depends upon the specific offer for a specific project. A bidder's employees may vary from project to project and may qualify for the preference on one project but may not qualify on another project. For example, on one project, if the bidder only employs carpenters to perform work in the carpentry and labor trades, then the bidder only needs to be a party to the carpenter's apprenticeship agreement in order to qualify for the preference. However, on another project if the same bidder employs both carpenters and laborers, then the bidder will not qualify for the preference if the bidder is only a party to the carpenter's apprenticeship agreement and not the laborer's apprenticeship agreement.
2. State the trades the bidder will employ to perform the work;
3. For each trade to be employed to perform the work, the bidder shall submit a completed signed original *CERTIFICATION OF BIDDER'S PARTICIPATION IN APPROVED APPRENTICESHIP PROGRAM UNDER ACT 17 (Certification Form 1)* verifying the participation in an apprenticeship program registered with the State Department of Labor and Industrial Relations (DLIR);

4. The *Certification Form 1* shall be authorized by an apprenticeship sponsor of the DLIR list of registered apprenticeship programs. The authorization shall be an original signature by an authorized official of the apprenticeship sponsor; and
5. The completed *Certification Form 1* for each trade must be submitted by the bidder with the offer. A facsimile or copy is acceptable to be submitted with the offer; however, the completed **signed original** must be submitted within five (5) working days of the due date of the offer. If the signed original is not received within this timeframe, the preference may be denied. Previous certifications shall not apply.

Failure to comply with ALL of the conditions noted above, without exception, shall disqualify the Bidder from qualifying for, and thus receiving, benefit of the Hawai'i Apprenticeship Preference.

The *Certification Form 1* and the List of Construction Trades in Registered Apprenticeship Programs is available on the DLIR website at: <http://labor.hawaii.gov/wdd/>.

Upon receiving *Certification Form 1*, the DHHL will verify with DLIR that the apprenticeship program is on the list of apprenticeship programs registered with the DLIR. If the program(s) are not confirmed by the DLIR, the bidder will not qualify for the preference.

If the bidder is certified to participate in an apprenticeship program for each trade which will be employed by the bidder for the project, a preference will be applied to decrease the bidder's total bid amount by five per cent (5%) for evaluation purposes.

Should the bidder qualify for other preferences (for example, Hawaii Products Preference), all applicable preferences shall be applied to the bid amount.

While preference for Hawai'i Apprenticeship will be taken into consideration to determine the low bidder, the contract awarded shall be the original bid amount, exclusive of any preferences. The preference is only for evaluation purposes.

The bidder hereby certifies that it will employ the following apprenticeable trades to perform the work for this project:

METHOD OF AWARD

Bidder is required to bid on the entire project. The low bidder shall be determined by the procedures outlined in items 1) through 4) below:

- 1) Prior to opening of bids, the State will determine the amount of funds available for the project. This amount will be designated the "control amount". The control amount shall be announced at, and prior to the opening of bids.
- 2) The Base Bid and Alternate, if any, of each Bidder will be adjusted to reflect the applicable preferences in accordance with Chapter 103D, HRS. The Alternate, if any, will then be added to the Base Bid and compared with the control amount.
- 3) The low bidder shall be the Bidder having the lowest aggregate amount, within the control amount (after application of the various preferences), for the Base Bid plus the Alternate, if any.
- 4) If adding the Alternate, if any, would make the aggregate amount exceed the control amount for all Bidders, the low bidder shall be the Bidder having the lowest Base Bid after application of the various preferences.

It is further understood and agreed that:

- 1) The Chairman reserves the right to reject any and/or all bids and waive any defects when, in his opinion, such rejection or waiver will be in the best interest of the State.
- 2) After determining the low bidder, an award may be made either on the amount of the Base Bid alone, or including the Alternate (exclusive of preferences), if:
 - a. It is in the best interest of the State;
 - b. Funds are available at time of the award; and
 - c. The combination of the Base Bid plus Alternate does not change the apparent low bidder.
- 3) In the event the Base Bid for all Bidders exceed the control amount, the Chairman reserves the right to negotiate with the lowest responsible and responsive bidder to award a contract within available funds.
- 4) In the event the award is made for the Base Bid alone, the Chairman reserves the right to amend the contract at a later date to include the Alternate should funds subsequently become available.

OTHER CONDITIONS

- 1) The liquidated damages per working day for failure to complete the work on time have been determined and are noted in the Special Conditions.
- 2) By submitting this bid, the undersigned is declaring that his firm has not been assisted or represented on this matter by an individual who has, in a State capacity, been involved in the subject matter of this contract in the past one (1) year.
- 3) By submitting this bid, the undersigned is declaring that Bidder's own organization will perform at least 20% of the contractor's work. For the purposes of this section, the Contractor's work is defined as: direct cost labor for contractor's forces; direct cost materials installed by the contractor's direct cost labor force; direct cost equipment, either owned or leased, used by the contractor's direct cost labor force; and field overhead cost to include: field supervision, field office trailer (if any), field office equipment and supplies, etc.
- 4) Upon the acceptance of the bid by the Chairman, the undersigned must enter into and execute a contract for the same and furnish a Performance and Payment Bond, as required by law. These bonds shall conform to the provisions of Sections 103D-324 and 325, Hawaii Revised Statutes, and any law applicable thereto.
- 5) The quantities given herewith are approximate only and are subject to increase or decrease.
- 6) The estimated quantities shown for items for which a UNIT PRICE is asked in this bid are only for the purpose of comparing on a uniform basis bids offered for the work under this contract. No claim shall be filed for anticipated profit or loss because of any difference between the quantities of the various classes of work done or the materials and equipment actually installed and the said estimated quantities. Payment on UNIT PRICE items will be made only for the actual number of units incorporated into the finished project at the contract UNIT PRICE.
- 7) If the product of the UNIT PRICE BID and the number of units does not equal the total amount stated by the undersigned in the Bid for any item, it will be assumed that the error was made in computing the total amount. For the purpose of determining the lowest Bidder, the stated UNIT PRICE alone will be considered as representing the Bidder's intention and the total amount bid on such items shall be considered to be the amount arrived at by multiplying the UNIT PRICE by the number of units.
- 8) Certification for Safety and Health Programs for Bids in Excess of \$100,000. In accordance with Sections 103D-327 and 396-18, Hawaii Revised Statutes, by submitting this bid, the undersigned certifies that his firm will have a written Safety and Health Plan for this project that will be available and implemented by the Notice to Proceed date of this project. Details of the requirements of this plan may be obtained from the Department of Labor and Industrial Relations, Occupational, Safety and Health Division.

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

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

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

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

Bid Security in the amount of: _____

_____ DOLLARS (\$ _____)

as required by law, is enclosed herewith in the form of:

- | | |
|--|---|
| <input type="checkbox"/> Surety Bond (*1) | <input type="checkbox"/> Official Check (*3) |
| <input type="checkbox"/> Legal Tender (*2) | <input type="checkbox"/> Share Certificate (*3) |
| <input type="checkbox"/> Cashier's Check (*3) | <input type="checkbox"/> Teller's Check (*3) |
| <input type="checkbox"/> Certificate of Deposit (*3) | <input type="checkbox"/> Treasurer's Check (*3) |
| <input type="checkbox"/> Certified Check (*3) | |

Respectfully submitted,

Name of Company, Joint Venture or Partnership

License No.

By _____
Signature (*4)

Title: _____

Date: _____

Address: _____

Telephone No.: _____

(IF A CORPORATION, AFFIX CORPORATE SEAL TO SIGNATURE, BE SURE TO FILL IN ATTACHED LIST OF SUBCONTRACTORS. THIS BID FORM

MAY NOT BE ALTERED AND BIDDERS MAY NOT QUALIFY OR CONDITION THEIR BIDS IN ANY WAY.)

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

NOTES:

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

CERTIFICATE OF RESOLUTION

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

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

IN WITNESS THEREOF, I have hereunto set my hand and affixed the corporate seal of said

_____ this _____ day of _____, 20____.

Secretary

END OF BID

TBD _____ DOLLARS

(\$ TBD), including approved costs incurred and taxes, at the time and in the manner set forth in the IFB and CONTRACTOR'S Bid. And generally described in Attachment S-2.

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 each 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, Construction 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, Construction 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 _____ and 00/100 _____ 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)

Jobie M. K. Masagatani

(Print Name)

Chairman, Hawaiian Homes Commission

(Print Title)

(Date)

CONTRACTOR

(Name of Contractor)

(Signature)

(Print Name)

(Print Title)

(Date)

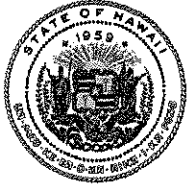
CORPORATE SEAL

(If available)

APPROVED AS TO FORM:

Deputy Attorney General

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



STATE OF HAWAII

CONTRACTOR'S ACKNOWLEDGMENT

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

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

(Notary Stamp or Seal)

(Signature)

(Print Name)

Notary Public, State of _____
My commission expires: _____

Doc. Date: _____ # Pages: _____

Notary Name: _____ Circuit _____

Doc. Description: Contract for Goods or Services Based Upon
Competitive Sealed Bids

(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

Project: Kanehili Sound/ Safety Wall
Location: East Kapolei, Oahu
Contractor: (tbd)

Pursuant to 103D, Hawaii Revised Statutes, the CONTRACTOR shall perform and provide the Scope of Services listed below and detailed in Invitation for Bids IFB-15-HHL-023 and in CONTRACTOR's proposal submitted June 26, 2015, in a proper and satisfactory manner as determined by the STATE and in accordance with all Federal, State and local laws, both of which are incorporated by reference.

BARRIER WALL

- I. Site Work (Items 1 to 6, inclusive)
- II. Wall Construction (Items 7 to 10, inclusive)

SIDEWALK REPAIR

- III. Roadway (Items 11 to 27, inclusive)



STATE OF HAWAII

COMPENSATION AND PAYMENT SCHEDULE

Project: Kanehili Sound/ Safety Wall
Location: East Kapolei, Oahu
Contractor: (tbd)

The State shall pay the CONTRACTOR a sum not to exceed _____ AND __/100 DOLLARS (\$_____) for the satisfactory completion of the work under this contract.

BARRIER WALL

\$

- I. Site Work (Items 1 to 6, inclusive)
- II. Wall Construction (Items 7 to 10, inclusive)

SIDEWALK REPAIR

- III. Roadway (Items 11 to 27, inclusive)

TOTAL

\$



STATE OF HAWAII

TIME OF PERFORMANCE

Project: Kanehili Sound/ Safety Wall
Location: East Kapolei, Oahu
Contractor: (tbd)

1. The Time of Performance for this Contract shall be two hundred-seventy (270) Calendar Days from the effective date specified in the Notice to Proceed, unless extended by delays excused by the STATE as documented in writing. The Notice to Proceed shall be issued by the STATE separately to the CONTRACTOR.
2. This Contract shall expire on the date on which the later of the following occurs:
 - (a) the STATE makes final payment to the CONTRACTOR in accordance with (1) paragraph 17(d) of the General Conditions (AG-008 103D General Conditions) and (2) no dispute between the parties hereto as to the Work or other obligations of the CONTRACTOR hereunder is outstanding, or
 - (b) the STATE issues a Final Acceptance letter to the CONTRACTOR.
3. The Contract expiration date is for administrative purposes only and not to be confused with the Time of Performance which refers to the time in which the CONTRACTOR is required to complete the work, or with any continuing obligations on the part of the CONTRACTOR.



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)
Jobie M. K. Masagatani
(Print Name)
Chairman, Hawaiian Homes Commission
(Print Title)

(Date)

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

(Date)



STATE OF HAWAII
SPECIAL CONDITIONS

Project: Kanehili Sound/ Safety Wall
Location: East Kapolei, Oahu
Contractor: (tbd)

SC-01 INTERCHANGEABLE TERMS

The following terms are one and the same:

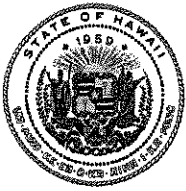
- a. “Contract” and “Agreement”.
- b. “Department of Hawaiian Home Lands” “Department” “DHHL” and “STATE”.

SC-02 INSURANCE COVERAGE

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

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

<u>Coverage</u>	<u>Limit</u>
General Liability Insurance (occurrence form)	Bodily Injury and Property Damage (combined single limit): <u>\$1,000,000</u> per occurrence and <u>\$2,000,000</u> aggregate Personal Injury: <u>\$1,000,000</u> per occurrence and <u>\$2,000,000</u> aggregate
Automobile Insurance (covering all owned, non-owned and hired automobiles)	Bodily Injury: <u>\$1,000,000</u> per person and <u>\$1,000,000</u> per occurrence. Property Damage: <u>\$1,000,000</u> per accident or combined single limit of <u>\$2,000,000</u> .
Workers Compensation (statutory limit is required by laws of the State of Hawaii)	Insurance to include Employer’s Liability. Both such coverages shall apply to all employees of the CONTRACTOR and, in case any subcontractor fails to provide adequate similar protection for all his employees, to all employees of subcontractors.
Builder’s Risk covering the CONTRACTOR and all subcontractors	100% Replacement Value
Fire and extended coverage	100% Replacement Value



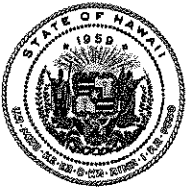
STATE OF HAWAII
SPECIAL CONDITIONS

Malicious Mischief 100% Replacement Value
Flood Insurance, if applicable Maximum Coverage available

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

SC-03 COMPLETION SCHEDULE AND LIQUIDATED DAMAGES

The CONTRACTOR shall complete all work as specified or indicated in the Contract Documents on or before two hundred seventy (270) calendar days after receiving written Notice to Proceed, subject to extensions, as may be granted.



STATE OF HAWAII
SPECIAL CONDITIONS

In case of failure on the part of the CONTRACTOR to complete the work within the time specified, the CONTRACTOR shall pay to DHHL as liquidated damages, and not as a penalty, \$1,000.00 per calendar day for each day that the project, in its entirety, remains incomplete.

SC-04 PROCESS THROUGH DHHL

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

SC-05 SURVEYING SERVICES

Any surveying services required shall be the responsibility of the contractor and considered incidental to the scope of work under this contract and therefore covered under the terms of this contract. No separate payment shall be made.

Upon completion, the Contractor shall prepare an as-built plan for the project site in which the finished grades are certified by a Registered Land Surveyor. Six (6) copies of the as-built plan shall be submitted to the Construction Manager and Engineer. The as-built plan shall be incidental to the contract. No separate payment shall be made.

SC-06 ALLOWANCES

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

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

SC-07 PERMITS AND FEES

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



STATE OF HAWAII
SPECIAL CONDITIONS

SC-08 COORDINATION WITH OTHER PARTIES

The CONTRACTOR shall coordinate all the necessary work for temporary utility services, permanent service and appurtenances with the appropriate agencies, including but not limited to the Honolulu Board of Water Supply, Hawaiian Electric Company, State of Hawaii, Department of Transportation, Highways Division.

SC-09 CONTRACTOR'S LICENSING

It is the CONTRACTOR's sole responsibility to review the requirements of this project and determine the appropriate contractor's licenses that are required to complete the project. If the CONTRACTOR does not hold all of the licenses required to perform a particular item of work on this project with its own workers, when bidding, he must list subcontractors that hold the appropriate licenses in its proposal.

SC-10 WATER CHARGES AND REQUIREMENTS

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

SC-11 SOIL AND DUST CONTROL

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

SC-12 FINAL INSPECTION

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

The CONTRACTOR shall therefore schedule the final inspection with the County and County of Honolulu, Department of Planning and Permitting, and notify the Department's Project Manager one week prior to said inspection.



STATE OF HAWAII
SPECIAL CONDITIONS

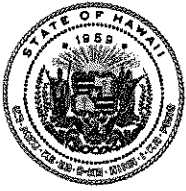
Neither the scheduling nor the conduct of the aforementioned final inspection shall be deemed a waiver of the Department's right to subsequently require CONTRACTOR to complete all unfinished or defective work to the satisfaction of the Department.

SC-13 APPRENTICESHIP AGREEMENT PREFERENCE – CONTRACTOR'S RESPONSIBILITY

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

SC-14 GENERAL CONDITIONS

In the event of conflicts and/or discrepancies, the DHHL Construction General Conditions shall govern over Form AG-008, 103D General Conditions (eff. 10/17/13)



STATE OF HAWAII
SPECIAL CONDITIONS

SC-15 CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS

Contractors are hereby notified of the applicability of Section 11-355, HRS, which states that campaign contributions from specified State or County government contractors during the term of the contract if the contractors are paid with funds appropriated by a legislative body.

SC-16 GEOTECHNICAL ENGINEER

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

Upon completion of the grading operation, the geotechnical engineer shall provide the information needed to complete the "Report after Grading" as required by the Revised Ordinances of Honolulu (ROH), Section 14-15.1(n). As a minimum, six (6) copies of compaction data with 11"x17" location map, moisture content at the time of compaction, and certification letter (stamped and signed by a license engineer in the State of Hawaii) that the work was done in conformity to the specifications.

SC-17 FIELD OFFICE

A field office for exclusive use of DHHL personnel or their representatives is not required. CONTRACTOR may provide a field office at their own expense.

SC-18 STATE GENERAL EXCISE TAX

This project is exempt from the State of Hawaii General Excise Tax. The CONTRACTOR's prices shall exclude the General Excise Tax for all work.

SC-19 ENGINEERING WORK

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

SC-20 STANDARD SPECIFICATIONS AND STANDARD DETAILS



STATE OF HAWAII
SPECIAL CONDITIONS

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

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

SC-21 STATE STANDARD SPECIFICATIONS

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

SC-22 PLANS AND SPECIFICATIONS TO BE FURNISHED BY DHHL

DHHL shall furnish six (6) sets of approved plans and one (1) set of specifications to the Contractor upon award of contract. Additional sets of approved plans and specifications may be purchased by the Contractor at the cost for printing the plans and specifications. Upon Contractor’s request, approved plans and specification originals will be sent to Contractor’s choice of The Blue Print Company or HonBlue for printing and billed to the Contractor’s account.

SC-23: MEASUREMENT OF QUANTITIES

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

The Contractor shall record, on a daily basis, the graded stations, depths, widths and other data to accurately compute the quantities. The Contractor’s surveyor shall furnish adequate reference points and stations to the satisfaction of the Construction Manager and to enable the Construction Manager to easily verify the stations. The Contractor shall submit three (3) copies of the report to the Construction Manager on a daily basis for record keeping and payment purposes.



STATE OF HAWAII
SPECIAL CONDITIONS

SP-24: SOILS INVESTIGATION AND REPORT

Subsurface soil investigations have been made at the subdivision site. A copy of the complete soils report entitled "Geotechnical Exploration Report, Department of Hawaiian Home Lands (DHHL), Proposed Kanehili Sound-Safety Wall, Kapolei, Ewa, Oahu, Hawaii, October 2013", prepared by PSC Consultants LLC is available with these bid documents.

Contract specifications shall control over soils report on contradictory requirements.

SC-25: REFERENCE RECORD DRAWINGS

The following Record Drawings are provided for reference only:

1. Construction Plans for East Kapolei I Development (DPP Subdivision File No. 2005/SUB-317).
2. Mass Grading Plans for East Kapolei I Development (DPP Subdivision File No. 2005/SUB-317)

SC-26: RECORD DRAWINGS

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

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

Additions	-	RED
Deletions	-	GREEN
Comments	-	BLUE
Dimensions	-	GRAPHITE*

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



STATE OF HAWAII
SPECIAL CONDITIONS

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

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

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

FIELD POSTED AS-BUILT

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

4. The words "FIELD POSTED AS-BUILT" shall be labeled on all sheets in the margin space to the right of the sheet number written from the bottom upward.
5. The Index to Drawings shall be revised with the label "FIELD POSTED AS-BUILT" for each sheet. The index shall conclude with the following note: "A COMPLETE SET CONTAINS ____ SHEETS" with the total number of sheets comprising the set to be placed in the blank.
6. Any "FIELD POSTED AS-BUILT" drawing which the Construction Manager or Engineer determines does not accurately record the deviation, or is not legible, will be rejected and returned to the Contractor for corrections. Drawings that are ripped or has excessive eraser marks from changes shall be replaced with a clean set of drawings.
7. Submit the set of approved "FIELD POSTED AS-BUILT" drawings to the Engineer no later than five (5) calendar days prior to the date of final inspection.
8. "RECORD DRAWINGS" will be prepared by the design consultant using the "FIELD POSTED AS-BUILT." Both sets of drawings will be sent to the Contractor for review and approval. The Contractor will have one (1) week to review and approve the drawings. After the Contractor is satisfied the Record Drawings are correct, the Contractor shall certify changes by signing the tracings.

SC-27: ACCEPTANCE

The term "acceptance" as used in the Contract Documents means that the work of improvement is acceptable to Owner and shall occur when each and all of the following events have been accomplished:



STATE OF HAWAII
SPECIAL CONDITIONS

1. All labor has been performed and all materials supplied and incorporated into the work of improvement as provided in the Contract Documents in a good and workmanlike manner.
2. The project and the job site are in a "clean" condition completely free of all trash, rubbish, debris, dirt, smudges, etc., and all of Contractor's and subcontractors' tools and equipment, as well as any leftover materials and inventory, have been removed from the project and the job site.
3. All persons, firms and corporations, including all laborers, materialmen, suppliers and subcontractors who have furnished equipment, supplied materials or performed work for or in connection with the construction, including, but not limited to, all persons who could file a claim of lien, have been paid in full and have submitted their final statements (Final Contractor's, Subcontractor's, and/or Materialmen's Voucher Release and Waiver of Lien) with a waiver of all rights to mechanic's lien, stop notice or recourse against the surety on the bond, if any, in form and substance acceptable to the Owner in its sole discretion.
4. Contractor submits to the Department an affidavit that such waiver of lien rights or releases includes all of the labor and materials for which any lien could be filed.
5. All work requiring inspection by any governmental authority has been duly inspected and written approval by such authority is received by the Construction Manager.
6. All requisite certificates of occupancy and other governmental approvals, letters of acceptance, licenses and permits have been issued and received by the Construction Manager.
7. The Department has received one complete set of "as-built" drawings and Contractor's certification.
8. The Department and/or Construction Manager have certified the completion of the project is in accordance with the plans and specifications.

SC-28 FINAL SETTLEMENT OF CONTRACT

The following shall be made additional conditions of compliance with DHHL Construction General Condition 7.33:

1. Signature, execution, and return of the "Record Drawing" Title tracings.

Payment for all work required to comply with the above items will not be paid for separately but shall be considered incidental to the various contract items.

GENERAL CONDITIONS

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GENERAL CONDITIONS

1. Coordination of Services by the STATE. The head of the purchasing agency ("HOPA") (which term includes the designee of the HOPA) shall coordinate the services to be provided by the CONTRACTOR in order to complete the performance required in the Contract. The CONTRACTOR shall maintain communications with HOPA at all stages of the CONTRACTOR'S work, and submit to HOPA for resolution any questions which may arise as to the performance of this Contract. "Purchasing agency" as used in these General Conditions means and includes any governmental body which is authorized under chapter 103D, HRS, or its implementing rules and procedures, or by way of delegation, to enter into contracts for the procurement of goods or services or both.
2. Relationship of Parties: Independent Contractor Status and Responsibilities, Including Tax Responsibilities.
 - a. In the performance of services required under this Contract, the CONTRACTOR is an "independent contractor," with the authority and responsibility to control and direct the performance and details of the work and services required under this Contract; however, the STATE shall have a general right to inspect work in progress to determine whether, in the STATE'S opinion, the services are being performed by the CONTRACTOR in compliance with this Contract. Unless otherwise provided by special condition, it is understood that the STATE does not agree to use the CONTRACTOR exclusively, and that the CONTRACTOR is free to contract to provide services to other individuals or entities while under contract with the STATE.
 - b. The CONTRACTOR and the CONTRACTOR'S employees and agents are not by reason of this Contract, agents or employees of the State for any purpose, and the CONTRACTOR and the CONTRACTOR'S employees and agents shall not be entitled to claim or receive from the State any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to state employees.
 - c. The CONTRACTOR shall be responsible for the accuracy, completeness, and adequacy of the CONTRACTOR'S performance under this Contract. Furthermore, the CONTRACTOR intentionally, voluntarily, and knowingly assumes the sole and entire liability to the CONTRACTOR'S employees and agents, and to any individual not a party to this Contract, for all loss, damage, or injury caused by the CONTRACTOR, or the CONTRACTOR'S employees or agents in the course of their employment.
 - d. The CONTRACTOR shall be responsible for payment of all applicable federal, state, and county taxes and fees which may become due and owing by the CONTRACTOR by reason of this Contract, including but not limited to (i) income taxes, (ii) employment related fees, assessments, and taxes, and (iii) general excise taxes. The CONTRACTOR also is responsible for obtaining all licenses, permits, and certificates that may be required in order to perform this Contract.
 - e. The CONTRACTOR shall obtain a general excise tax license from the Department of Taxation, State of Hawaii, in accordance with section 237-9, HRS, and shall comply with all requirements thereof. The CONTRACTOR shall obtain a tax clearance certificate from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of the Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid and submit the same to the STATE prior to commencing any performance under this Contract. The CONTRACTOR shall also be solely responsible for meeting all requirements necessary to obtain the tax clearance certificate required for final payment under sections 103-53 and 103D-328, HRS, and paragraph 17 of these General Conditions.
 - f. The CONTRACTOR is responsible for securing all employee-related insurance coverage for the CONTRACTOR and the CONTRACTOR'S employees and agents that is or may be required by law, and for payment of all premiums, costs, and other liabilities associated with securing the insurance coverage.

- g. The CONTRACTOR shall obtain a certificate of compliance issued by the Department of Labor and Industrial Relations, State of Hawaii, in accordance with section 103D-310, HRS, and section 3-122-112, HAR, that is current within six months of the date of issuance.
- h. The CONTRACTOR shall obtain a certificate of good standing issued by the Department of Commerce and Consumer Affairs, State of Hawaii, in accordance with section 103D-310, HRS, and section 3-122-112, HAR, that is current within six months of the date of issuance.
- i. In lieu of the above certificates from the Department of Taxation, Labor and Industrial Relations, and Commerce and Consumer Affairs, the CONTRACTOR may submit proof of compliance through the State Procurement Office's designated certification process.

3. Personnel Requirements.

- a. The CONTRACTOR shall secure, at the CONTRACTOR'S own expense, all personnel required to perform this Contract.
- b. The CONTRACTOR shall ensure that the CONTRACTOR'S employees or agents are experienced and fully qualified to engage in the activities and perform the services required under this Contract, and that all applicable licensing and operating requirements imposed or required under federal, state, or county law, and all applicable accreditation and other standards of quality generally accepted in the field of the activities of such employees and agents are complied with and satisfied.

4. Nondiscrimination. No person performing work under this Contract, including any subcontractor, employee, or agent of the CONTRACTOR, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

5. Conflicts of Interest. The CONTRACTOR represents that neither the CONTRACTOR, nor any employee or agent of the CONTRACTOR, presently has any interest, and promises that no such interest, direct or indirect, shall be acquired, that would or might conflict in any manner or degree with the CONTRACTOR'S performance under this Contract.

6. Subcontracts and Assignments. The CONTRACTOR shall not assign or subcontract any of the CONTRACTOR'S duties, obligations, or interests under this Contract and no such assignment or subcontract shall be effective unless (i) the CONTRACTOR obtains the prior written consent of the STATE, and (ii) the CONTRACTOR'S assignee or subcontractor submits to the STATE a tax clearance certificate from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR'S assignee or subcontractor have been paid. Additionally, no assignment by the CONTRACTOR of the CONTRACTOR'S right to compensation under this Contract shall be effective unless and until the assignment is approved by the Comptroller of the State of Hawaii, as provided in section 40-58, HRS.

a. Recognition of a successor in interest. When in the best interest of the State, a successor in interest may be recognized in an assignment contract in which the STATE, the CONTRACTOR and the assignee or transferee (hereinafter referred to as the "Assignee") agree that:

- (1) The Assignee assumes all of the CONTRACTOR'S obligations;
- (2) The CONTRACTOR remains liable for all obligations under this Contract but waives all rights under this Contract as against the STATE; and
- (3) The CONTRACTOR shall continue to furnish, and the Assignee shall also furnish, all required bonds.

b. Change of name. When the CONTRACTOR asks to change the name in which it holds this Contract with the STATE, the procurement officer of the purchasing agency (hereinafter referred to as the "Agency procurement officer") shall, upon receipt of a document acceptable or satisfactory to the

Agency procurement officer indicating such change of name (for example, an amendment to the CONTRACTOR'S articles of incorporation), enter into an amendment to this Contract with the CONTRACTOR to effect such a change of name. The amendment to this Contract changing the CONTRACTOR'S name shall specifically indicate that no other terms and conditions of this Contract are thereby changed.

- c. Reports. All assignment contracts and amendments to this Contract effecting changes of the CONTRACTOR'S name or novations hereunder shall be reported to the chief procurement officer (CPO) as defined in section 103D-203(a), HRS, within thirty days of the date that the assignment contract or amendment becomes effective.
 - d. Actions affecting more than one purchasing agency. Notwithstanding the provisions of subparagraphs 6a through 6c herein, when the CONTRACTOR holds contracts with more than one purchasing agency of the State, the assignment contracts and the novation and change of name amendments herein authorized shall be processed only through the CPO's office.
7. Indemnification and Defense. The CONTRACTOR shall defend, indemnify, and hold harmless the State of Hawaii, the contracting agency, and their officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys' fees, and all claims, suits, and demands therefore, arising out of or resulting from the acts or omissions of the CONTRACTOR or the CONTRACTOR'S employees, officers, agents, or subcontractors under this Contract. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Contract.
 8. Cost of Litigation. In case the STATE shall, without any fault on its part, be made a party to any litigation commenced by or against the CONTRACTOR in connection with this Contract, the CONTRACTOR shall pay all costs and expenses incurred by or imposed on the STATE, including attorneys' fees.
 9. Liquidated Damages. When the CONTRACTOR is given notice of delay or nonperformance as specified in paragraph 13 (Termination for Default) and fails to cure in the time specified, it is agreed the CONTRACTOR shall pay to the STATE the amount, if any, set forth in this Contract per calendar day from the date set for cure until either (i) the STATE reasonably obtains similar goods or services, or both, if the CONTRACTOR is terminated for default, or (ii) until the CONTRACTOR provides the goods or services, or both, if the CONTRACTOR is not terminated for default. To the extent that the CONTRACTOR'S delay or nonperformance is excused under paragraph 13d (Excuse for Nonperformance or Delay Performance), liquidated damages shall not be assessable against the CONTRACTOR. The CONTRACTOR remains liable for damages caused other than by delay.
 10. STATE'S Right of Offset. The STATE may offset against any monies or other obligations the STATE owes to the CONTRACTOR under this Contract, any amounts owed to the State of Hawaii by the CONTRACTOR under this Contract or any other contracts, or pursuant to any law or other obligation owed to the State of Hawaii by the CONTRACTOR, including, without limitation, the payment of any taxes or levies of any kind or nature. The STATE will notify the CONTRACTOR in writing of any offset and the nature of such offset. For purposes of this paragraph, amounts owed to the State of Hawaii shall not include debts or obligations which have been liquidated, agreed to by the CONTRACTOR, and are covered by an installment payment or other settlement plan approved by the State of Hawaii, provided, however, that the CONTRACTOR shall be entitled to such exclusion only to the extent that the CONTRACTOR is current with, and not delinquent on, any payments or obligations owed to the State of Hawaii under such payment or other settlement plan.
 11. Disputes. Disputes shall be resolved in accordance with section 103D-703, HRS, and chapter 3-126, Hawaii Administrative Rules ("HAR"), as the same may be amended from time to time.
 12. Suspension of Contract. The STATE reserves the right at any time and for any reason to suspend this Contract for any reasonable period, upon written notice to the CONTRACTOR in accordance with the provisions herein.
 - a. Order to stop performance. The Agency procurement officer may, by written order to the CONTRACTOR, at any time, and without notice to any surety, require the CONTRACTOR to stop all or any part of the performance called for by this Contract. This order shall be for a specified

period not exceeding sixty (60) days after the order is delivered to the CONTRACTOR, unless the parties agree to any further period. Any such order shall be identified specifically as a stop performance order issued pursuant to this section. Stop performance orders shall include, as appropriate: (1) A clear description of the work to be suspended; (2) Instructions as to the issuance of further orders by the CONTRACTOR for material or services; (3) Guidance as to action to be taken on subcontracts; and (4) Other instructions and suggestions to the CONTRACTOR for minimizing costs. Upon receipt of such an order, the CONTRACTOR shall forthwith comply with its terms and suspend all performance under this Contract at the time stated, provided, however, the CONTRACTOR shall take all reasonable steps to minimize the occurrence of costs allocable to the performance covered by the order during the period of performance stoppage. Before the stop performance order expires, or within any further period to which the parties shall have agreed, the Agency procurement officer shall either:

- (1) Cancel the stop performance order; or
- (2) Terminate the performance covered by such order as provided in the termination for default provision or the termination for convenience provision of this Contract.

b. Cancellation or expiration of the order. If a stop performance order issued under this section is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONTRACTOR shall have the right to resume performance. An appropriate adjustment shall be made in the delivery schedule or contract price, or both, and the Contract shall be modified in writing accordingly, if:

- (1) The stop performance order results in an increase in the time required for, or in the CONTRACTOR'S cost properly allocable to, the performance of any part of this Contract; and
- (2) The CONTRACTOR asserts a claim for such an adjustment within thirty (30) days after the end of the period of performance stoppage; provided that, if the Agency procurement officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this Contract.

c. Termination of stopped performance. If a stop performance order is not cancelled and the performance covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop performance order shall be allowable by adjustment or otherwise.

d. Adjustment of price. Any adjustment in contract price made pursuant to this paragraph shall be determined in accordance with the price adjustment provision of this Contract.

13. Termination for Default.

a. Default. If the CONTRACTOR refuses or fails to perform any of the provisions of this Contract with such diligence as will ensure its completion within the time specified in this Contract, or any extension thereof, otherwise fails to timely satisfy the Contract provisions, or commits any other substantial breach of this Contract, the Agency procurement officer may notify the CONTRACTOR in writing of the delay or non-performance and if not cured in ten (10) days or any longer time specified in writing by the Agency procurement officer, such officer may terminate the CONTRACTOR'S right to proceed with the Contract or such part of the Contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency procurement officer may procure similar goods or services in a manner and upon the terms deemed appropriate by the Agency procurement officer. The CONTRACTOR shall continue performance of the Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

b. CONTRACTOR'S duties. Notwithstanding termination of the Contract and subject to any directions from the Agency procurement officer, the CONTRACTOR shall take timely, reasonable, and

necessary action to protect and preserve property in the possession of the CONTRACTOR in which the STATE has an interest.

- c. Compensation. Payment for completed goods and services delivered and accepted by the STATE shall be at the price set forth in the Contract. Payment for the protection and preservation of property shall be in an amount agreed upon by the CONTRACTOR and the Agency procurement officer. If the parties fail to agree, the Agency procurement officer shall set an amount subject to the CONTRACTOR'S rights under chapter 3-126, HAR. The STATE may withhold from amounts due the CONTRACTOR such sums as the Agency procurement officer deems to be necessary to protect the STATE against loss because of outstanding liens or claims and to reimburse the STATE for the excess costs expected to be incurred by the STATE in procuring similar goods and services.
- d. Excuse for nonperformance or delayed performance. The CONTRACTOR shall not be in default by reason of any failure in performance of this Contract in accordance with its terms, including any failure by the CONTRACTOR to make progress in the prosecution of the performance hereunder which endangers such performance, if the CONTRACTOR has notified the Agency procurement officer within fifteen (15) days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of a public enemy; acts of the State and any other governmental body in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the CONTRACTOR shall not be deemed to be in default, unless the goods and services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the requirements of the Contract. Upon request of the CONTRACTOR, the Agency procurement officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the CONTRACTOR'S progress and performance would have met the terms of the Contract, the delivery schedule shall be revised accordingly, subject to the rights of the STATE under this Contract. As used in this paragraph, the term "subcontractor" means subcontractor at any tier.
- e. Erroneous termination for default. If, after notice of termination of the CONTRACTOR'S right to proceed under this paragraph, it is determined for any reason that the CONTRACTOR was not in default under this paragraph, or that the delay was excusable under the provisions of subparagraph 13d, "Excuse for nonperformance or delayed performance," the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to paragraph 14.
- f. Additional rights and remedies. The rights and remedies provided in this paragraph are in addition to any other rights and remedies provided by law or under this Contract.

14. Termination for Convenience.

- a. Termination. The Agency procurement officer may, when the interests of the STATE so require, terminate this Contract in whole or in part, for the convenience of the STATE. The Agency procurement officer shall give written notice of the termination to the CONTRACTOR specifying the part of the Contract terminated and when termination becomes effective.
- b. CONTRACTOR'S obligations. The CONTRACTOR shall incur no further obligations in connection with the terminated performance and on the date(s) set in the notice of termination the CONTRACTOR will stop performance to the extent specified. The CONTRACTOR shall also terminate outstanding orders and subcontracts as they relate to the terminated performance. The CONTRACTOR shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated performance subject to the STATE'S approval. The Agency procurement officer may direct the CONTRACTOR to assign the CONTRACTOR'S right, title, and interest under terminated orders or subcontracts to the STATE. The CONTRACTOR must still complete the performance not terminated by the notice of termination and may incur obligations as necessary to do so.

- c. Right to goods and work product. The Agency procurement officer may require the CONTRACTOR to transfer title and deliver to the STATE in the manner and to the extent directed by the Agency procurement officer:

- (1) Any completed goods or work product; and
- (2) The partially completed goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the CONTRACTOR has specifically produced or specially acquired for the performance of the terminated part of this Contract.

The CONTRACTOR shall, upon direction of the Agency procurement officer, protect and preserve property in the possession of the CONTRACTOR in which the STATE has an interest. If the Agency procurement officer does not exercise this right, the CONTRACTOR shall use best efforts to sell such goods and manufacturing materials. Use of this paragraph in no way implies that the STATE has breached the Contract by exercise of the termination for convenience provision.

- d. Compensation.

- (1) The CONTRACTOR shall submit a termination claim specifying the amounts due because of the termination for convenience together with the cost or pricing data, submitted to the extent required by chapter 3-122, HAR, bearing on such claim. If the CONTRACTOR fails to file a termination claim within one year from the effective date of termination, the Agency procurement officer may pay the CONTRACTOR, if at all, an amount set in accordance with subparagraph 14d(3) below.
- (2) The Agency procurement officer and the CONTRACTOR may agree to a settlement provided the CONTRACTOR has filed a termination claim supported by cost or pricing data submitted as required and that the settlement does not exceed the total Contract price plus settlement costs reduced by payments previously made by the STATE, the proceeds of any sales of goods and manufacturing materials under subparagraph 14c, and the Contract price of the performance not terminated.
- (3) Absent complete agreement under subparagraph 14d(2) the Agency procurement officer shall pay the CONTRACTOR the following amounts, provided payments agreed to under subparagraph 14d(2) shall not duplicate payments under this subparagraph for the following:
 - (A) Contract prices for goods or services accepted under the Contract;
 - (B) Costs incurred in preparing to perform and performing the terminated portion of the performance plus a fair and reasonable profit on such portion of the performance, such profit shall not include anticipatory profit or consequential damages, less amounts paid or to be paid for accepted goods or services; provided, however, that if it appears that the CONTRACTOR would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;
 - (C) Costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to subparagraph 14b. These costs must not include costs paid in accordance with subparagraph 14d(3)(B);
 - (D) The reasonable settlement costs of the CONTRACTOR, including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Contract and for the termination of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this Contract. The total sum to be paid the CONTRACTOR under this subparagraph shall not exceed the

total Contract price plus the reasonable settlement costs of the CONTRACTOR reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under subparagraph 14d(2), and the contract price of performance not terminated.

- (4) Costs claimed, agreed to, or established under subparagraphs 14d(2) and 14d(3) shall be in accordance with Chapter 3-123 (Cost Principles) of the Procurement Rules.

15. Claims Based on the Agency Procurement Officer's Actions or Omissions.

a. Changes in scope. If any action or omission on the part of the Agency procurement officer (which term includes the designee of such officer for purposes of this paragraph 15) requiring performance changes within the scope of the Contract constitutes the basis for a claim by the CONTRACTOR for additional compensation, damages, or an extension of time for completion, the CONTRACTOR shall continue with performance of the Contract in compliance with the directions or orders of such officials, but by so doing, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:

- (1) Written notice required. The CONTRACTOR shall give written notice to the Agency procurement officer:

- (A) Prior to the commencement of the performance involved, if at that time the CONTRACTOR knows of the occurrence of such action or omission;

- (B) Within thirty (30) days after the CONTRACTOR knows of the occurrence of such action or omission, if the CONTRACTOR did not have such knowledge prior to the commencement of the performance; or

- (C) Within such further time as may be allowed by the Agency procurement officer in writing.

- (2) Notice content. This notice shall state that the CONTRACTOR regards the act or omission as a reason which may entitle the CONTRACTOR to additional compensation, damages, or an extension of time. The Agency procurement officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Agency procurement officer;

- (3) Basis must be explained. The notice required by subparagraph 15a(1) describes as clearly as practicable at the time the reasons why the CONTRACTOR believes that additional compensation, damages, or an extension of time may be remedies to which the CONTRACTOR is entitled; and

- (4) Claim must be justified. The CONTRACTOR must maintain and, upon request, make available to the Agency procurement officer within a reasonable time, detailed records to the extent practicable, and other documentation and evidence satisfactory to the STATE, justifying the claimed additional costs or an extension of time in connection with such changes.

b. CONTRACTOR not excused. Nothing herein contained, however, shall excuse the CONTRACTOR from compliance with any rules or laws precluding any state officers and CONTRACTOR from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the Contract.

c. Price adjustment. Any adjustment in the price made pursuant to this paragraph shall be determined in accordance with the price adjustment provision of this Contract.

16. Costs and Expenses. Any reimbursement due the CONTRACTOR for per diem and transportation expenses under this Contract shall be subject to chapter 3-123 (Cost Principles), HAR, and the following guidelines:

- a. Reimbursement for air transportation shall be for actual cost or coach class air fare, whichever is less.
- b. Reimbursement for ground transportation costs shall not exceed the actual cost of renting an intermediate-sized vehicle.
- c. Unless prior written approval of the HOPA is obtained, reimbursement for subsistence allowance (i.e., hotel and meals, etc.) shall not exceed the applicable daily authorized rates for inter-island or out-of-state travel that are set forth in the current Governor's Executive Order authorizing adjustments in salaries and benefits for state officers and employees in the executive branch who are excluded from collective bargaining coverage.

17. Payment Procedures; Final Payment; Tax Clearance.

- a. Original invoices required. All payments under this Contract shall be made only upon submission by the CONTRACTOR of original invoices specifying the amount due and certifying that services requested under the Contract have been performed by the CONTRACTOR according to the Contract.
- b. Subject to available funds. Such payments are subject to availability of funds and allotment by the Director of Finance in accordance with chapter 37, HRS. Further, all payments shall be made in accordance with and subject to chapter 40, HRS.
- c. Prompt payment.
 - (1) Any money, other than retainage, paid to the CONTRACTOR shall be disbursed to subcontractors within ten (10) days after receipt of the money in accordance with the terms of the subcontract; provided that the subcontractor has met all the terms and conditions of the subcontract and there are no bona fide disputes; and
 - (2) Upon final payment to the CONTRACTOR, full payment to the subcontractor, including retainage, shall be made within ten (10) days after receipt of the money; provided that there are no bona fide disputes over the subcontractor's performance under the subcontract.
- d. Final payment. Final payment under this Contract shall be subject to sections 103-53 and 103D-328, HRS, which require a tax clearance from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid. Further, in accordance with section 3-122-112, HAR, CONTRACTOR shall provide a certificate affirming that the CONTRACTOR has remained in compliance with all applicable laws as required by this section.

18. Federal Funds. If this Contract is payable in whole or in part from federal funds, CONTRACTOR agrees that, as to the portion of the compensation under this Contract to be payable from federal funds, the CONTRACTOR shall be paid only from such funds received from the federal government, and shall not be paid from any other funds. Failure of the STATE to receive anticipated federal funds shall not be considered a breach by the STATE or an excuse for nonperformance by the CONTRACTOR.

19. Modifications of Contract.

- a. In writing. Any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract permitted by this Contract shall be made by written amendment to this Contract, signed by the CONTRACTOR and the STATE, provided that change orders shall be made in accordance with paragraph 20 herein.
- b. No oral modification. No oral modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract shall be permitted.

- c. Agency procurement officer. By written order, at any time, and without notice to any surety, the Agency procurement officer may unilaterally order of the CONTRACTOR:
 - (A) Changes in the work within the scope of the Contract; and
 - (B) Changes in the time of performance of the Contract that do not alter the scope of the Contract work.
 - d. Adjustments of price or time for performance. If any modification increases or decreases the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Contract, an adjustment shall be made and this Contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined, where applicable, in accordance with the price adjustment clause of this Contract or as negotiated.
 - e. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if written modification of the Contract is not made prior to final payment under this Contract.
 - f. Claims not barred. In the absence of a written contract modification, nothing in this clause shall be deemed to restrict the CONTRACTOR'S right to pursue a claim under this Contract or for a breach of contract.
 - g. Head of the purchasing agency 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 and ten per cent (10%) or more of the initial contract price, must receive the prior approval of the head of the purchasing agency.
 - 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 11-355, 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.

Department of Hawaiian Home Lands
CONSTRUCTION GENERAL CONDITIONS
Dated March 2014

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ARTICLE 1: DEFINITIONS AND ABBREVIATIONS

1.1 DEFINITIONS. Whenever the following terms or pronouns are used in these Construction General Conditions, or in any contract documents or instruments where these Construction General Conditions govern, the intent and meaning shall be interpreted as follows:

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

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

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

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

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

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

BID. See PROPOSAL.

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

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

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

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

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

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

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

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

COMPLETION. See SUBSTANTIAL COMPLETION and FINAL COMPLETION.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LIQUIDATED DAMAGES. The amount prescribed in the Special Conditions, LIQUIDATED DAMAGES to be paid to the Department or to be deducted from any payments due or to become due the Contractor for each working day or calendar day (as applicable) delay in completing the whole or any specified portion of the work beyond the Contract Time.

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

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

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

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

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

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

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

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

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

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

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

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

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

SPECIFICATIONS. That portion of the Contract Documents consisting of written descriptions for materials, equipment, construction systems, standards, workmanship, directions, provisions and

requirements that pertain to the method and manner of performing the work and certain administrative requirements applicable thereto.

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

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

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

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

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

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

UNUSUALLY SEVERE WEATHER. Uncommonly harsh weather including but not limited to hurricanes, tornadoes, tropical storms and tropical depressions.

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

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

1.2 ABBREVIATIONS

DHHL Department of Hawaiian Home Lands.
HAR Hawaii Administrative Rules
HRS Hawaii Revised Statutes
VECP Value Engineering Cost Proposal

~ END OF ARTICLE 1~

ARTICLE 2: [reserved]

ARTICLE 3: CONTRACT

3.1 NOTICE TO PROCEED

3.1.1 After the contract is fully executed and signed by the Chairman, the Contractor will be sent a formal Notice to Proceed letter advising the Contractor of the date on which it may proceed with the work. The Contractor shall be allowed ten (10) consecutive working days from said date to begin its work. In the event that the Contractor refuses or neglects to start the work, the Chairman may terminate the contract in accordance with Section 7.27, TERMINATION OF CONTRACT FOR CAUSE.

3.1.2 The Contractor may commence its operations strictly at its own risk prior to receipt of the formal notice to proceed, provided it makes a written request and has received approval from the Chairman in writing. All work performed shall be conducted in accordance with Section 7.1, PROSECUTION OF THE WORK.

3.1.3 In certain cases, the Department, with agreement of the Contractor, may issue a Notice to Proceed before full execution of the contract by the Chairman and it may further issue a Notice to Proceed concurrently with the Notice of Award.

3.1.4 In the event the Notice to Proceed is not issued within one hundred eighty (180) days after (1) the date the contract is executed by all parties; or (2) for projects funded with State Capital Improvement Project (CIP) funds, the date that the written certificate that funds are available is issued, whichever is later, the Contractor may submit a claim for increased labor and material costs (but not overhead costs) which are directly attributable to the delay beyond the first one hundred eighty (180) days. Such claims shall be accompanied with the necessary documentation to justify the claim. No payment will be made for assumed escalation costs.

3.2 RELATIONSHIP OF PARTIES. Independent Contractor Status and Responsibilities, including Tax Responsibilities.

3.2.1 In the performance of services required under this Contract, the CONTRACTOR is an “independent contractor,” with the authority and responsibility to control and direct the performance and details of the work and services required under this Contract; however, the STATE shall have a general right to inspect work in progress to determine whether, in the STATE’s opinion, the services are being performed by the CONTRACTOR in compliance with this Contract. Unless otherwise provided by special condition, it is understood that the STATE does not agree to use the CONTRACTOR exclusively, and that the CONTRACTOR is free to contract to provide services to other individuals or entities while under contract with the STATE.

3.2.2 The CONTRACTOR and the CONTRACTOR’s employees and agents are not by reason of this Contract, agents or employees of the State for any purpose, and the CONTRACTOR and the CONTRACTOR’s employees and agents shall not be entitled to claim or receive from the STATE any vacation, sick leave, retirement, workers’ compensation, unemployment insurance, or other benefits provided to state employees.

3.2.3 The CONTRACTOR shall be responsible for the accuracy, completeness, and adequacy of the CONTRACTOR’s performance under this Contract. Furthermore, the CONTRACTOR intentionally, voluntarily, and knowingly assumes the sole and entire liability to the CONTRACTOR’s employees

and agents, and to any individual not a party to this Contract, for all loss, damage, or injury caused by the CONTRACTOR, or the CONTRACTOR's employees or agents in the course of their employment.

- 3.2.4 The CONTRACTOR shall be responsible for payment of all applicable federal, state, and county taxes and fees which may become due and owing by the CONTRACTOR by reason of this Contract, including but not limited to (i) income taxes, (ii) employment related fees, assessments, and taxes, and (iii) general excise taxes. The CONTRACTOR also is responsible for obtaining all licenses, permits, and certificates that may be required in order to perform this Contract.
- 3.2.5 The CONTRACTOR shall obtain a general excise tax license from the Department of Taxation, State of Hawaii, in accordance with Section 237-9, HRS, and shall comply with all requirements thereof.
- 2.2.6 The CONTRACTOR is responsible for securing all employee-related insurance coverage for the CONTRACTOR and the CONTRACTOR's employees and agents that is or may be required by law, and for payment of all premiums, costs, and other liabilities associated with securing the insurance coverage.
- 3.3 PERSONNEL REQUIREMENTS:
- 3.3.1 The CONTRACTOR shall secure, at the CONTRACTOR's own expense, all personnel required to perform this Contract.
- 3.3.2 The CONTRACTOR shall ensure that the CONTRACTOR's employees or agents are experienced and fully qualified to engage in the activities and perform the services required under this Contract, and that all applicable licensing and operating requirements imposed or required under federal, state, or county law, and all applicable accreditation and other standards of quality generally accepted in the field of the activities of such employees and agents are complied with and satisfied.
- 3.4 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.
- 3.5 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.
- 3.6 EMPLOYMENT OF STATE RESIDENTS (§103B-3 HRS). The Contractor shall ensure that Hawaii residents comprise not less than eighty per cent of the workforce employed to perform the contract work on the project. The 80% requirement shall be determined by dividing the total number of hours worked on the contract by Hawaii residents, by the total number of hours worked on the contract by all employees of the Contractor in the performance of the contract. The hours worked by any Subcontractor of the Contractor shall count towards the calculation for this section. The hours worked by employees within shortage trades, as determined by the Department of Labor and Industrial Relations (DLIR), shall not be included in the calculation for this section.

~END OF ARTICLE 3~

ARTICLE 4: SCOPE OF WORK

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

with any of the terms or conditions or in the adjustment or non-adjustment to the contract time and/or contract price set forth therein, it shall file with the Chairman a written protest setting forth its reasons in detail within thirty (30) days after receipt of the field order. In all cases, the Contractor shall proceed with the work as changed. The protest shall be determined as provided in Section 7.25, DISPUTES AND CLAIMS. Failure to file such a protest within the time specified shall constitute agreement on the part of the Contractor with the terms, conditions, amounts and adjustments or non-adjustment to the contract price and/or contract time set forth in the field order.

4.2.4 CHANGE ORDERS

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

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

4.3 DUTY OF CONTRACTOR TO PROVIDE PROPOSAL FOR CHANGES

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

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

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

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

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

4.3.6 If the Department refuses to accept the Contractor's entire proposal, the Chairman may issue a Field Order for the work; or if a Field Order has already been issued, the Department may issue a supplemental Field Order establishing the remaining adjustments to contract price and/or contract time for the ordered changes. If the Contractor disagrees with any term, condition or adjustment

contained in such Field Order or supplemental Field Order, it shall follow the protest procedures set forth in and be subject to the other terms of Subsection 4.2.3, FIELD ORDERS.

4.4 PRICE ADJUSTMENT (§3-125-13 HAR)

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

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

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

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

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

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

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

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

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

4.5.1.1 For the Contractor, for any work performed by its own labor forces, twenty percent (20%) of the direct cost;

4.5.1.2 For each subcontractor involved, for any work performed by its own forces, twenty percent (20%) of the direct cost;

4.5.1.3 For the Contractor or any subcontractor, for work performed by their subcontractors, ten percent (10%) of the amount due the performing subcontractor.

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

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

- 4.9 DIFFERING SITE CONDITIONS (§3-125-11 HAR)
- 4.9.1 During the progress of the work, if the Contractor encounters conditions at the site differing materially from those shown in the drawings and specifications, Contractor shall promptly, and before any such conditions are disturbed or damaged (except in an emergency as required by Subsection 7.17.8. EMERGENCIES), notify the Project Manager in writing of:
- 4.9.1.1 Subsurface or latent physical conditions at the site differing materially from those indicated in the contract; or
- 4.9.1.2 Unknown physical conditions at the site, of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract. Unclaimed motor vehicles or parts thereof and discarded materials or unclaimed items are not unknown or unforeseen physical conditions. (See also Section 5.8, EXAMINATION OF DRAWINGS, SPECIFICATIONS, PROJECT SITE).
- 4.9.2 After receipt of written notice, the Chairman shall promptly investigate the site, and if it is found that such conditions do materially differ and cause an increase in the Contractor's cost of, or the time required to, perform any part of the work, whether or not changed as a result of such conditions, an adjustment shall be made and the contract modified accordingly. Any adjustment in contract price made pursuant to this Section 4.9. DIFFERING SITE CONDITIONS (§3-125-11 HAR) shall be determined in accordance with Sections 4.4, PRICE ADJUSTMENT and 7.25, DISPUTES AND CLAIMS.
- 4.9.3 Nothing contained in this Section 4.9, DIFFERING SITE CONDITONS shall be grounds for an adjustment in compensation if the Contractor had actual knowledge or should have known of the existence of such conditions prior to the submission of bids.
- 4.10 COSTS AND EXPENSES. Any reimbursement due the CONTRACTOR for per diem and transportation expenses under this Contract shall be subject to Chapter 3-123 (Cost Principles) of the Procurement Rules and the following guidelines:
- 4.10.1 Reimbursement for air transportation shall be actual cost or coach class air fare, whichever is less.
- 4.10.2 Reimbursement for ground transportation costs shall not exceed the actual cost of renting an intermediate-sized vehicle.
- 4.10.3 Unless prior written approval of the CHAIRMAN is obtained, reimbursement for subsistence allowance (i.e., hotel and meals, etc.) shall not exceed the applicable daily authorized rates for interisland or out-of-state travel that are set forth in the current Governor's Executive Order authorizing adjustments in salaries and benefits for state officers and employees in the Chairman branch who are excluded from collective bargaining coverage.

~END OF ARTICLE 4~

ARTICLE 5: CONTROL OF WORK

- 5.1 **AUTHORITY OF THE CHAIRMAN** - The Chairman shall make final and conclusive decisions on all questions which may arise relating to the quality and acceptability of the materials furnished and work performed, the manner of performance and the rate of progress of the work, the interpretation of the plans and specifications, the acceptable fulfillment of the contract on the part of the Contractor, the compensation under the contract and the mutual rights of the parties to the contract. The Chairman shall have the authority to enforce and make effective such decisions and orders at the Contractor's expense when the Contractor fails to carry such decisions and orders out promptly and diligently. The Chairman shall have the authority to suspend the work wholly or in part as provided in Section 7.24, SUSPENSION OF WORK.

- 5.2 **AUTHORITY OF THE PROJECT MANAGER.** The Project Manager has the authority to act on behalf of the Department on all matters regarding the contract and the work that are not reserved for the Chairman. The Project Manager's authority is vested exclusively in the Project Manager except when specific authority to act for the Project Manager has been delegated to a specific person or persons. Such delegation of authority may be established by the Contract Documents; otherwise, it is not effective or binding upon the Department until such written notification of the delegation is received by the Contractor. The Administrator of the Land Development Division of the Department, or his designee, shall also have authority to act on behalf of the Department on all matters regarding the contract that are not reserved for the Chairman.

- 5.3 **AUTHORITY OF THE INSPECTOR**
 - 5.3.1 The Inspector shall observe and inspect the contract performance and materials. The Inspector does not have any authority vested in the Project Manager unless specifically delegated in writing.
 - 5.3.2 The Inspector may offer advice and recommendations to the Contractor, but any such advice or recommendations are not directives from the Project Manager.
 - 5.3.3 The Inspector has no authority to allow deviations from the Contract Documents and may reject any and all work that the Inspector deems is not in conformity with the contract requirements. Failure of an Inspector at any time to reject non-conforming work shall not be considered a waiver of the Department's right to require work in strict conformity with the Contract Documents as a condition of final acceptance.

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

- 5.5 **SHOP DRAWINGS AND OTHER SUBMITTALS.** The following documents shall be submitted where required by the Contract Documents:
 - 5.5.1 **SHOP DRAWING**
 - (a) The Contractor shall prepare, thoroughly check, and approve all shop drawings, including those prepared by subcontractors or any other persons. The Contractor shall indicate its approval by stamping and signing each drawing. Any shop drawing submitted without being reviewed, stamped and signed will be considered as not having been submitted, and any delay caused thereby shall be the Contractor's responsibility.

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

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

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

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

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

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

- 5.6.4 Specification Error - Should an error or conflict appear within the specification, the Contractor shall immediately notify the Project Manager. The Project Manager shall promptly issue instructions as to procedure. Any requirement occurring in one or more parts of the specification is as binding as though occurring in all applicable parts.
- 5.6.4.1 Should an error or conflict appear within a specification section, between a listed manufacturer / product and the performance requirements of the specification section, the performance requirements shall govern.
- 5.6.4.2: In the event of a conflict between AG-008 103D General Conditions (the “General Conditions”) and these DHHL Construction General Conditions, the requirements of these DHHL Construction General Conditions will apply to the extent provided by and as allowed under law.
- 5.6.5 DRAWINGS
- 5.6.5.1 Schedules shall govern over all other notes and drawings.
- 5.6.5.2 Bottom elevations of footings shown on drawings shall govern over a general note such as: “All footings shall rest on firm, undisturbed soil and extend a minimum of a certain number of feet into natural or finish grade, whichever is lower.” In the event the footing must be lowered below the bottom elevation shown, the Contractor shall be entitled to additional payment as provided in Section 4.2, CHANGES. In the event the footing is raised above the bottom elevation shown, the Department shall be entitled to a credit as provided in Section 4.2, CHANGES.
- 5.6.5.3 When a bottom of pile, drilled shaft, piling or cofferdam is shown as an estimated or approximate elevation, the Contractor shall plan and construct to that elevation or to any deeper elevation required by the plans or the direction by the Project Manager. The Project Manager, at the Project Manager’s sole discretion, may order in writing termination of all or part of the work above the estimated or approximate elevation.
- 5.6.5.4 Except for drawing schedules and bottom elevations as noted above, general notes shall govern over all other portions of the drawings:
- 5.6.5.5 Larger scale drawings shall govern over smaller scale drawings.
- 5.6.5.6 Figured or numerical dimensions shall govern over dimensions obtained by scaling. Measurements from the drawings when scaled shall be subject to the approval of the Project Manager.
- 5.6.5.7 In cases of discrepancies in the figures or drawings, the discrepancies shall be immediately referred to the Project Manager without whose decision said discrepancy shall not be corrected by the Contractor save at its own risk and in the settlement of any complications arising from such adjustment without the knowledge and consent of the Project Manager, the Contractor shall bear all extra expense involved.
- 5.6.5.8 Items shown on the drawings that are completely void in terms of description, details, quality and / or performance standards in both the Drawings and Specifications to make a price determination shall be considered an omission and the Contractor shall immediately refer same to the Project Manager for a decision.

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

specifications and shall be experienced in the type of project being undertaken and the work being performed. The superintendent shall receive instructions from the Project Manager or its authorized representative. The Contractor shall authorize the superintendent to (a) execute the orders and directions of the Project Manager or its authorized representative without delay and (b) promptly supply such materials, equipment, tools, labor and incidentals as may be required to complete the project within the prescribed contract time. The Contractor shall furnish a superintendent regardless of the amount of project work sublet.

- 5.9.2.1 If the superintendent or agent is not present at the work site, the Project Manager shall have the right to suspend the work as described under Section 7.24, SUSPENSION OF WORK.
- 5.9.2.2 The Contractor shall file with the Project Manager a written statement giving the name of the superintendent or agent assigned to the project. The Contractor shall be responsible for notifying the Project Manager in writing of any change in the superintendent or agent.
- 5.9.2.3 The requirements of this Subsection 5.9.2, SUPERINTENDENT may be waived by the Project Manager.
- 5.9.3 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 Project Manager, 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 Project Manager. Full compensation for the work shall be included in the prices paid for contract items of work. No additional allowance will be made for the correction of incorrect engineering work.
 - 5.9.3.1 The Project Manager shall furnish the requisite bench elevations.
 - 5.9.3.2 The Contractor shall locate and verify all lines, grades, dimensions and elevations indicated on the drawings before any excavation, or construction begins. Any discrepancy shall be immediately brought to the attention of the Project Manager; any change shall be made in accordance with the Project Manager's instruction.
 - 5.9.3.3 The Contractor shall verify all street survey monuments (horizontal and vertical alignment) prior to final acceptance by the Project Manager in accordance with any governmental requirements.
 - 5.9.3.4 The Contractor shall provide a surveyor or Civil Engineer licensed in the State of Hawaii to verify and establish all lines, grades, dimensions and elevations.
- 5.9.4 USE OF STRUCTURE OR IMPROVEMENT. The Department shall have the right, at any time during construction of the structure or improvements, to enter same for the purpose of installing by government labor or by any other Contractor or utility any necessary work in connection with the installation of facilities, it being mutually understood and agreed, however, that the Contractors, utilities and the Department will, so far as possible work to the mutual advantage of all, where their several works in the above mentioned or in unforeseen instances touch upon or interfere with each other. As a convenience to those involved, the Project Manager shall allocate the work and designate the sequence of construction in case of controversy between Contractors on separate projects under Department jurisdiction.

- 5.9.4.1 The Department shall also have the right to use the structure, equipment, improvement or any part thereof, at any time after it is considered by the Project Manager as available. In the event that the structure, equipment or any part thereof is so used, the Department shall be responsible for all expenses incidental to such use and any damages resulting from the Department's use.
- 5.9.4.2 Equipment warranty will commence to run before the work is complete when and if the Department begins actual use of the equipment for the purpose for which the equipment was designed and installed.
- 5.9.4.3 If the Department enters the structure for construction and/or occupancy and the Contractor is delayed because of interference by the Department or by extra work resulting from damage which the Contractor is not responsible for, or by extraordinary measures the Contractor must take to accommodate the Department, the Contractor shall be granted an extension of time in accordance with Section 7.21, CONTRACT TIME. However, if such use increases the cost or delays the completion of the remaining portions of work, the Contractor shall be entitled to such extra compensation or extension of time or both, as the Department may determine to be proper. Any additional work necessary will be paid in accordance with Section 8.3, PAYMENT FOR ADDITIONAL WORK.
- 5.10 INSPECTION. The Project Manager, the Department's consultants, inspectors employed by the Department and other representatives duly authorized by the Department shall at all times have access to the work during its construction and shall be furnished with every reasonable facility for ascertaining at any time that the materials and the workmanship are in accordance with the requirements and intentions of the contract. All work done and all materials furnished shall be subject to inspection and acceptance.
- 5.10.1 Such inspection and approval may extend to all or part of the work, and to the preparation, fabrication or manufacture of the materials to be used. By entering into a contract for the supply of materials, equipment or performance of labor in connection with the work, such material and equipment supplier or labor contractor consents to and is subject to the terms of Section 5.9, COOPERATION BETWEEN THE CONTRACTOR AND THE DEPARTMENT to the same extent as the Contractor.
- 5.10.2 AUTHORITY TO SUSPEND OPERATIONS. The Project Manager shall have the authority to suspend operations of any work being improperly performed by issuing a written order giving the reason for shutting down the work. Should the Contractor disregard such written order, the work done thereafter will not be accepted nor paid for.
- 5.10.3 The inspection of the work shall not relieve the Contractor of any of its obligations to fulfill the contract as prescribed. Notwithstanding prior payment and acceptance by the Project Manager, any defective and nonconforming work shall be corrected to comply with the contract requirements. Unsuitable, unspecified or unapproved materials may be rejected.
- 5.10.4 FEDERAL AGENCY INSPECTION. Projects financed in whole or in part with Federal funds shall be subject to inspection and corrective requirements at all times by the Federal Agency involved at no cost to the Department.
- 5.11 REMOVAL OF DEFECTIVE, NON-CONFORMING AND UNAUTHORIZED WORK
- 5.11.1 All work which has been rejected as not conforming to the requirements of the Contract shall be remedied or removed and replaced by the Contractor in an acceptable manner and no compensation

will be allowed for such removal or replacement. Any work done beyond the work limits shown on the drawings and specifications or established by the Project Manager or any additional work done without written authority will be considered as unauthorized and will not be paid for. work so done may be ordered removed at the Contractor's expense.

- 5.11.2 SCHEDULING CORRECTIVE WORK. The Contractor shall perform its corrective or remedial work at the convenience of the Department and shall obtain the Project Manager's approval of its schedule.
- 5.11.3 FAILURE TO CORRECT WORK. Upon failure on the part of the Contractor to comply promptly with any order of the Project Manager made under the provisions of Section 5.10, the Project Manager shall have authority to cause defective work to be remedied or removed and replaced, and unauthorized work to be removed, at the Contractor's expense, and to deduct the costs from any monies due or to become due the Contractor.
- 5.12 VALUE ENGINEERING INCENTIVE (§3-132 HAR amended by Act 149 SLH 1999). On projects with contract amounts in excess of \$250,000 (two hundred fifty thousand dollars), the following Value Engineering Incentive Clause shall apply to allow the Contractor to share in cost savings that ensue from cost reduction proposals it submits.
 - 5.12.1 The Value 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 Project Manager.
 - 5.12.2 VALUE ENGINEERING CHANGE PROPOSAL (VECP). All VECP must:
 - 5.12.2.1 Result in a savings to the Department of at least \$4000 (four thousand dollars) by providing less costly items and without impairing any essential functions and characteristics such as service life, reliability, economy of operation, ease of maintenance and all necessary features of the completed work;
 - 5.12.2.2 Require, in order to be applied to this Contract, a change order to this Contract; and
 - 5.12.2.3 Not adversely impact on the schedule of performance or the Contract completion date.
 - 5.12.3 VECP REQUIRED INFORMATION. The VECP will be processed expeditiously and in the same manner as prescribed for any other change order proposal. As a minimum, the following information will be submitted by the Contractor with each proposal:
 - 5.12.3.1 A description of the difference between the existing contract requirements and the VECP, and the comparative advantages and disadvantages of each including durability, service life, reliability, economy of operation, ease of maintenance, design safety standards, desired appearance, impacts due to construction and other essential or desirable functions and characteristics as appropriate;
 - 5.12.3.2 An itemization of the requirements of the contract which must be changed if the VECP is adopted and a recommendation as to how to make each such change;

- 5.12.3.3 An estimate of the reduction in performance costs that will result from adoption of the VECP taking into account the costs of implementation by the Contractor, including any amounts attributable to subcontracts, and the basis for the estimate;
- 5.12.3.4 A prediction of any effects the VECP would have on other costs to the Department, such as Department furnished property costs, costs of related items, and costs of maintenance and operation over the anticipated life of the material, equipment, or facilities as appropriate; the construction schedule, sequence and time; and bid item totals used for evaluation and payment purposes;
- 5.12.3.5 A statement of the time by which a change order adopting the VECP must be issued so as to obtain the maximum cost reduction during the remainder of this contract noting any effect on the contract time; and 5.12.3.6 The dates of any previous submissions of the VECP, the numbers of any Government contracts under which submitted and the previous actions by the Government, if known.
- 5.12.4 **REQUIRED USE OF LICENSED ARCHITECT OR ENGINEER.** When, in the judgment of the Project Manager, 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.
- 5.12.5 Unless and until a change order applies a VECP to a contract, the Contractor shall remain obligated to perform in accordance with the terms of the contract and the Department shall not be liable for delays incurred by the Contractor resulting from the time required for the Department's determination of the acceptability of the VECP.
- 5.12.5.1 The determination of the Project Manager as to the acceptance of any VECP under a contract shall be final.
- 5.12.6 **ACCEPTANCE OF VECP.** The Project Manager may accept in whole or in part any VECP submitted pursuant to this section by issuing a change order to the Contract. Prior to issuance of the change order, the Contractor shall submit complete final contract documents similar to those of the original Contract showing the accepted changes and the new design and features as well as the following:
- 5.12.6.1 Design calculations;
- 5.12.6.2 The design criteria used; and
- 5.12.6.3 A detailed breakdown of costs and expenses to construct or implement such revisions.
- 5.12.6.4 The change order will identify the final VECP on which it is based.
- 5.12.7 **VECP PRICE ADJUSTMENTS.** When a VECP is accepted under a contract, an adjustment in the contract price shall be made in accordance with Section 4.4, **PRICE ADJUSTMENT**. The adjustment shall first be established by determining the effect on the Contractor's cost of implementing the change, including any amount attributable to subcontractors and to the Department's charges to the Contractor for architectural, 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.

- 5.12.8 The Contractor may restrict the Department's right to use the data or information or both, on any sheet of a VECP or of the supporting data, submitted pursuant to this Subsection, if it is stated on that sheet as follows:
- 5.12.8.1 "This data or information or both shall not be disclosed outside the Department or be duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate this VECP. This restriction shall not limit the Department's right to use this data or information or both if obtained from another source, or is otherwise available, without limitations. If this VECP is accepted by the Department by issuance of a change order after the use of this data or information or both in such an evaluation, the Department shall have the right to duplicate, use and disclose any data or information or both pertinent to the proposal as accepted in any manner and for any purpose whatsoever and have others so do."
- 5.12.9 In the event of acceptance of a VECP, the Department shall have all rights to use, duplicate or disclose in whole or in part in any manner and for any purpose whatsoever, and to have or permit others to do so, any data or information or both reasonably necessary to fully utilize such proposal.
- 5.12.10 The Contractor shall submit with each VECP all required information and provide all additional information as may be required by the Project Manager to evaluate and implement the VECP. The cost for preparing the VECP shall be the Contractor's responsibility, and any part of the Contractor's cost for implementing the change shall be due only when the proposal is accepted and a change order is issued.
- 5.12.11 If the service of the Department's architect, Project Manager or consultant is necessary to review and evaluate a VECP, the cost therefor shall be paid for by the Contractor.
- 5.12.12 Each VECP shall be evaluated as applicable to this contract, and past acceptance on another Department project for a similar item shall not be automatic grounds for approval.
- 5.12.13 The method by which the Contractor will share a portion of the cost savings from an accepted VECP shall be for this contract only, and no consideration shall be made for future acquisition, royalty type payment or collateral savings.
- 5.12.13.1 The Department may accept the proposed VECP in whole or in part. The Chairman shall issue a contract change order to identify and describe the accepted VECP.
- 5.13 SUBCONTRACTS. Nothing contained in the contract documents shall create a contractual relationship between the Department and any subcontractor.
- 5.13.1 SUBSTITUTING SUBCONTRACTORS. Contractors may enter into subcontracts only with subcontractors listed in the proposal. No subcontractor may be added or deleted and substitutions will be allowed only if the subcontractor:
- 5.13.1.1 Fails, refuses or is unable to enter into a subcontract; or
- 5.13.1.2 Becomes insolvent; or
- 5.13.1.3 Has its subcontractor's license suspended or revoked; or
- 5.13.1.4 Has defaulted or has otherwise breached the subcontract in connection with the subcontracted work;
or

- 5.13.1.5 Is unable to comply with other requirements of law applicable to contractors, subcontractors and public works projects.
- 5.13.2 Requesting Approval to Substitute a Subcontractor. Requests to substitute a subcontractor shall be submitted to the Project Manager for approval. Contractor agrees to hold the Department harmless and indemnify the Department for all claims, liabilities, or damages whatsoever, including attorney's fees arising out of or related to the approval or disapproval of the substitution.
- 5.13.3 The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and the other contract documents insofar as applicable to the work of the subcontractor and to give the Contractor the same rights regarding the termination of a subcontractor as the Department may exercise over the Contractor.
- 5.13.4 The Contractor shall not sponsor any unliquidated subcontractor's claim against the Department and shall defend, indemnify and hold the Department harmless against any direct claims by its subcontractors. Any claim for additional compensation by a subcontractor in connection with the work shall be made only against the Contractor. The Contractor may not assert any such claim against the Department until the liability of the Contractor has been unconditionally established by negotiation, arbitration or litigation, and the amount due the subcontractor has been determined, save for interest due.
- 5.13.5 Once a subcontractor's claim is established, should the Contractor intend to make the claim against the Department, it shall follow the procedure set forth under Section 7.25, DISPUTES AND CLAIMS.
- 5.13.6 SUBCONTRACTING. Contractor shall perform with its own organization, work amounting to not less than twenty percent (20%) of the total contract cost, exclusive of costs for materials and equipment the Contractor purchases for installation by its subcontractors, except that any items designated by the Department in the contract as "specialty items" may be performed by a subcontractor and the cost of any such specialty items so performed by the subcontractor may be deducted from the total contract cost before computing the amount of work required to be performed by the Contractor with its own organization. For the purposes of this section, the Contractor's work is defined as: direct cost labor for contractor's forces; direct cost materials installed by the contractor's direct cost labor force; direct cost equipment, either owned or leased, used by the contractor's direct cost labor force; and field overhead cost to include: field supervision, field office trailer (if any), field office equipment and supplies, etc.

~END OF ARTICLE 5~

ARTICLE 6: CONTROL OF MATERIALS AND EQUIPMENT

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

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

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

~END OF SECTION 6~

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

7.1 PROSECUTION OF THE WORK

7.1.1 After approval of the Contract by the Chairman, a Notice to Proceed will be given to the Contractor as described in Section 3.10, NOTICE TO PROCEED. The Notice to Proceed will indicate the date the Contractor is expected to begin the construction and from which date contract time will be charged.

7.1.2 The Contractor shall begin work no later than ten (10) working days from the date in the Notice to Proceed and shall diligently prosecute the same to completion within the contract time allowed. The Contractor shall notify the Project Manager at least three (3) working days before beginning work.

7.1.3 If any subsequent suspension and resumption of work occurs, the Contractor shall notify the Project Manager at least twenty-four (24) hours before stopping or restarting actual field operations.

7.1.4 WORKING PRIOR TO NOTICE TO PROCEED. The Contractor shall not begin work before the date in the Notice to Proceed. Should the Contractor begin work before receiving the Notice to Proceed, any work performed in advance of the specified date will be considered as having been done at the Contractor's risk and as a volunteer and subject to the following conditions:

7.1.4.1 Under no circumstances shall the Contractor commence work on site until it has notified the Project Manager of its intentions and has been advised by the Project Manager in writing that the project site is available to the Contractor. The project site will not be made available until the Contractor has complied with commencement requirements under Section 7.2, COMMENCEMENT REQUIREMENTS.

7.1.4.2 In the event the contract is not executed, the Contractor shall, at its own expense, do such work as is necessary to leave the site in a neat condition to the satisfaction of the Project Manager. The Contractor shall not be reimbursed for any work performed.

7.1.4.3 All work done prior to the Notice to Proceed shall be performed in accordance with the Contract Documents, but will only be considered authorized work and be paid for as provided in the Contract after the Notice to Proceed is issued.

7.1.5 For repairs and/or renovations of existing buildings, unless otherwise permitted by the Project Manager, the Contractor shall not commence with the physical construction unless all or sufficient amount of materials are available for either continuous construction or completion of a specified portion of the work. When construction is started, the Contractor shall work expeditiously and pursue the work diligently until it is complete. If only a portion of the work is to be done in stages, the Contractor shall leave the area safe and usable for the user agency at the end of each stage.

7.2 COMMENCEMENT REQUIREMENTS. Prior to beginning work on site, the Contractor shall submit the following to the Project Manager:

7.2.1 Identification of the Superintendent or authorized representative on the job site. Refer to Section 5.9, COOPERATION BETWEEN THE CONTRACTOR AND THE DEPARTMENT;

7.2.1.1 Identification of the surveyor who shall be licensed in the State of Hawaii and will work for it throughout the course of the project. Refer to Section 5.9.3.4.

- 7.2.2 Proposed Working Hours on the job. Refer to Section 7.5, NORMAL WORKING HOURS;
- 7.2.3 Permits and Licenses. Refer to Section 7.4, PERMITS AND LICENSES;
- 7.2.4 Schedule of Prices to be accepted for the agreed Monthly Payment Application. Unless the proposal provides unit price bids on all items in this project, the successful Bidder will be required, after the award of contract, to submit a schedule of prices for the various items of construction included in the contract. For projects involving more than a single building and / or facility, the breakdown cost shall reflect a separate schedule of prices for the various items of work for each building and/or facility. The sum of the prices submitted for the various items must equal the lump sum bid in the Bidder's proposal. This schedule will be subject to acceptance by the Project Manager who may reject same and require the Bidder to submit another or several other schedules if in the Project Manager's opinion the prices are unbalanced or not sufficiently detailed. This schedule of prices shall be used for the purpose of determining the value of monthly payments due the Contractor for work installed complete in place; and may be used as the basis for determining cost and credit of added or deleted items of work, respectively;
- 7.2.4.1 The Contractor shall estimate at the close of each month the percentage of work completed under each of the various construction items during such month and submit the Monthly Payment Application to the Project Manager for review and approval. The Contractor shall be paid the approved percentage of the price established for each item less the retention provided in Section 8.4, PROGRESS AND/OR PARTIAL PAYMENTS; and
- 7.2.5 PROOF OF INSURANCE COVERAGE. Certificate of Insurance or other documentary evidence satisfactory to the Project Manager that the Contractor has in place all insurance coverage required by the contract. Refer to Section 7.3, INSURANCE REQUIREMENTS.
- 7.2.6 Until such time as the above items are processed and approved, the Contractor shall not be allowed to commence on any operations unless authorized by the Project Manager.
- 7.3 INSURANCE REQUIREMENTS
- 7.3.1 OBLIGATION OF CONTRACTOR. Contractor shall not commence any work until it obtains, at its own expense, all required herein insurance. Such insurance shall be provided by an insurance company authorized by the laws of the State to issue such insurance in the State of Hawaii. Coverage by a "Non-Admitted" carrier is permissible provided the carrier has a Best's Rating of "A-VII" or better.
- 7.3.2 All insurance described herein will be maintained by the Contractor for the full period of the contract and in no event will be terminated or otherwise allowed to lapse prior to written certification of final acceptance of the work by the Department.
- 7.3.3 Certificate(s) of Insurance acceptable to the Department shall be filed with the Project Manager prior to commencement of the work. Certificates shall identify if the insurance company is a "captive" insurance company or a "Non-Admitted" carrier to the State of Hawaii. The Best's rating must be stated for the "Non-Admitted" carrier. Certificates shall contain a provision that coverage(s) being certified will not be cancelled or materially changed without giving the Project Manager at least thirty (30) days prior written notice. The Department is to be named as Additional Insured on any of the required insurance and it shall be so noted on the certificate. Should any policy be cancelled before final acceptance of the work by the Department, and the Contractor fails to immediately procure replacement insurance as specified, the Department, in addition to all other remedies it may have for

such breach, reserves the right to procure such insurance and deduct the cost thereof from any money due to the Contractor.

- 7.3.4 Nothing contained in these insurance requirements is to be construed as limiting the extent of Contractor's responsibility for payment of damages resulting from its operations under this Contract, including the Contractor's obligation to pay liquidated damages, nor shall it affect the Contractor's separate and independent duty to defend, indemnify and hold the Department harmless pursuant to other provisions of this Contract. In no instance will the Department's exercise of an option to occupy and use completed portions of the work relieve the Contractor of its obligation to maintain the required insurance until the date of final acceptance of the work.
- 7.3.5 All insurance described herein shall be primary and cover the insured for all work to be performed under the Contract, all work performed incidental thereto or directly or indirectly connected therewith, including traffic detour work or other work performed outside the work area and all change order work.
- 7.3.6 The Contractor shall, from time to time, furnish the Project Manager, when requested, satisfactory proof of coverage of each type of insurance required covering the work. Failure to comply with the Project Manager's request may result in suspension of the work, and shall be sufficient grounds to withhold future payments due the Contractor and to terminate the contract for Contractor's default.
- 7.3.7 TYPES OF INSURANCE. Contractor shall purchase and maintain insurance described below which shall provide coverage against claims arising out of the Contractor's operations under the Contract, whether such operations be by the Contractor itself or by any subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.
- 7.3.7.1 WORKER'S COMPENSATION. The Contractor shall obtain worker's compensation insurance for all persons whom they employ in carrying out the work under this contract. This insurance shall be in strict conformity with the requirements of the most current and applicable State of Hawaii Worker's Compensation Insurance laws in effect on the date of the execution of this contract and as modified during the duration of the contract.
- 7.3.7.2 COMMERCIAL GENERAL LIABILITY INSURANCE AND AUTOMOBILE INSURANCE. Contractor's commercial general liability insurance and automobile liability insurance shall both be obtained in a combined, single limit of not less than \$1,000,000 (one million dollars) unless otherwise indicated in the Special Conditions per occurrence that shall include coverage for bodily injury, sickness, disease or death of any person, arising directly or indirectly out of, in connection with, the performance of work under this contract.
- 7.3.7.3 "General Liability and Automobile Insurance. CONTRACTOR shall maintain, at its own expense, the minimum insurance coverage specified below, or as amended in the Special Conditions, throughout the term of this Contract.
- a. General Liability insurance providing coverage of no less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence and TWO MILLION DOLLARS (\$2,000,000.00) in the aggregate.
 - b. Automobile insurance providing coverage of no less than ONE MILLION DOLLARS (\$1,000,000.00) per accident."
- 7.3.7.4 The Contractor shall either (a) Require each of its subcontractors to procure and to maintain during the life of its subcontract, subcontractor's comprehensive general liability, automobile liability and

property damage liability insurance of the type and in the same amounts specified herein; or (b) Insure the activities of its subcontractors in its own policy.

7.3.7.5 BUILDERS RISK INSURANCE. Unless excluded by the Special Conditions of this contract, the Contractor shall provide builder's risk insurance during the progress of the work and until final acceptance by the Department upon completion of the contract. It shall be "All Risk" (including but not limited to earthquake, windstorm and flood damage) completed value insurance coverage on all completed work and work in progress to the full replacement value thereof. Such insurance shall include the Department as an additional named insured. The Contractor shall submit to the Project Manager for its approval all items deemed to be uninsurable. The policy may provide for a deductible in an amount of up to twenty five percent (25%) of the amount insured by the policy. With respect to all losses up to any deductible amount, the relationship between the Contractor and the Department shall be that of insurer and the additional insured respectively as if no deductible existed. The Contractor is responsible for theft, if any item of the contract is stolen prior to, or after installation, until the work is accepted by the Department. Progress payment does not constitute acceptance.

7.4 PERMITS AND LICENSES

7.4.1 The Department or its representative may process Federal (e.g. Army Corps of Engineers), State and county permit applications. The Contractor shall pick up the preprocessed Permits at the appropriate governmental agency and pay the required fees. Other permits necessary for the proper execution of the work such as utility connection permits, elevator installation permits etc., unless processed by the Department and paid for by the Contractor, shall be obtained and paid for by the Contractor.

7.4.2 Until such time as the above permits are approved, the Contractor shall not be allowed to commence any operations without written approval of the Project Manager.

7.4.3 The Project Manager reserves the right to waive application and processing of the building permit.

7.5 NORMAL WORKING HOURS. Prior to beginning operations, unless otherwise established by the Department, the Contractor shall notify the Project Manager in writing of the time in hours and minutes, A.M. and P.M. respectively, at which it desires to begin and end the day's work. If the Contractor desires to change the working hours, it shall request the Project Manager's approval three (3) consecutive working days prior to the date of the change.

7.6 HOURS OF LABOR (§104-2 HRS)

7.6.1 No laborer or mechanic employed on the job site of any public work of the Department or any political sub-division thereof shall be permitted or required to work on Saturday, Sunday or a legal holiday of the State or in excess of eight (8) hours on any other day unless the laborer or mechanic receives overtime compensation for all hours worked on Saturday, Sunday and a legal holiday of the State or in excess of eight (8) hours on any other day. For the purposes of determining overtime compensation under this Section 7.6, HOURS OF LABOR (§104-2 HRS) the basic hourly rate of any laborer or mechanic shall not be less than the basic hourly rate determined by the Department of Labor and Industrial Relations to be the prevailing basic hourly rate for corresponding classes of laborers and mechanics on projects of similar character in the Department.

7.6.2 Overtime compensation means compensation based on one and one-half times the laborers or mechanics basic hourly rate of pay plus the cost to an employer of furnishing a laborer or mechanic with fringe benefits.

7.7 PREVAILING WAGES (State §104-2 HRS & Federal Davis-Bacon)

7.7.1 The Contractor shall at all time observe and comply with all provisions of Chapter 104, HRS, the significant requirements of which are emphasized in the Department of Labor and Industrial Relations Publication No. H104-3 entitled "Requirements of Chapter 104, Hawaii Revised Statutes, Wages and Hours of Employees on Public Works Law". The Contractor must also comply with all provisions of Federal Davis-Bacon Act (40 U.S.C. 276-276a-5 and Code of Federal Regulation (CFR) Title 29 and related Acts.

7.7.2 WAGE RATE SCHEDULE. The wage rate schedule may not be physically enclosed in the bid documents. However, the wage rate schedule is incorporated herein by reference and made a part of the Bid and Contract Documents. The bidder must obtain and use the latest minimum rates ten (10) days prior to the date set for the bid opening of bids. The wage rate schedule may be obtained from the DHHL, Labor Compliance Specialist, Hale Kalaniana'ole, 91-5420 Kapolei Parkway, Kapolei, Hawaii, 96707 or, State Department of Labor and Industrial Relations web site:

<http://labor.hawaii.gov/rs/home/wages/72-2/>

or the Federal Department of Labor (Davis- Bacon) wage rate schedule web site:

<http://www.wdol.gov>.

7.7.3 The Contractor or its subcontractor(s) shall pay all laborers and mechanics employed on the job site, unconditionally and not less often than once a week, and without deduction or rebate on any account except as allowed by law, the full amounts of their wages including overtime, accrued to not more than five (5) working days prior to the time of payment, at wage rates not less than those stated in the contract, regardless of any contractual relationship which may be alleged to exist between the Contractor and subcontractor and such laborers and mechanics. The wages stated in the contract shall not be less than the minimum prevailing wages (basic hourly rate plus fringe benefits), as determined by the of Labor and Industrial Relations and published in wage rate schedules. Any increase in wage rates, as determined by the 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), Hawaii Revised Statutes. Notwithstanding the provisions of the original contract, if the of Labor and Industrial Relations determines that prevailing wages have increased during the performance of the contract, the rate of pay of laborers and mechanics shall be raised accordingly.

7.7.4 The applicable wage rate schedule shall be physically included in the Contract Documents executed by the successful Bidder.

7.7.5 POSTING WAGE RATE SCHEDULE. The rates of wages to be paid shall be posted by the Contractor in a prominent and easily accessible place at the job site and a copy of such wages required to be posted shall be given to each laborer and mechanic employed under the contract by the Contractor at the time the person is employed thereunder, provided that where there is a collective bargaining agreement, the Contractor does not have to provide its employees the wage rate schedules. Any revisions to the schedule of wages issued by the Department 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.

7.7.6 The Chairman may withhold from the Contractor so much of the accrued payments as the Chairman may consider necessary to pay to laborers and mechanics employed by the Contractor or any

subcontractor on the job site. The accrued payments withheld shall be the difference between the wages required by this Contract and the wages actually received by such laborers or mechanics.

7.8 FAILURE TO PAY REQUIRED WAGES (§104-4, HRS or Federal Davis-Bacon). If the Department finds that any laborer or mechanic employed on the job site by the Contractor or any subcontractor has been or is being paid wages at a rate less than the required rate by the Contract, or has not received their full overtime compensation, the Department may, by written notice to the Contractor, terminate its right, or the right of any subcontractor, to proceed with the work or with the part of the work on which the required wages or overtime compensation have not been paid and may complete such work or part by contract or otherwise, and the Contractor and its sureties shall be liable to the Department for any excess costs occasioned thereby.

7.9 PAYROLLS AND PAYROLL RECORDS (§104-3 HRS)

7.9.1 A certified copy of each weekly payroll shall be submitted to the Chairman within seven (7) calendar days after the end of each weekly payroll period. Failure to do so on a timely basis shall be cause for withholding of payments, termination of the contract, and/or debarment. The Contractor shall be responsible for the timely submission of certified copies of payrolls of all subcontractors. The certification shall affirm that payrolls are correct and complete, that the wage rates contained therein are not less than the applicable rates contained in the wage determination decision, any amendments thereto during the period of the contract, and that the classifications set forth for each laborer and mechanic conform with the work they performed.

7.9.2 Payroll records for all laborers and mechanics working at the site of the work shall be maintained by the General Contractor and its subcontractors, if any, during the course of the work and preserved for a period of four (4) years thereafter. Such records shall contain the name of each employee, their address, their correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid. Such records shall be made available for inspection at a place designated by the Chairman, the U.S. Department of Labor and any authorized persons who may also interview employees during working hours on the job site.

7.9.3 Note that the falsification of certifications noted in this Section 7.9, PAYROLLS AND PAYROLL RECORDS (§104-3 HRS) may subject the Contractor or subcontractor to penalties and debarment under the laws referenced in Section 7.14, LAWS TO BE OBSERVED and / or criminal prosecution.

7.10 OVERTIME AND NIGHT WORK

7.10.1 Overtime work shall be considered as work performed in excess of eight (8) hours in any one (1) day or work performed on Saturday, Sunday or legal holiday of the State. Overtime and night work are permissible when approved by the Project Manager in writing, or as called for elsewhere within these Contract Documents.

7.10.2 OVERTIME NOTIFICATION. Contractor shall inform the Project Manager in writing at least two (2) working days in advance as to exactly what specific work is to be done during any overtime and night period to ensure that proper inspection will be available.

7.10.3 In the event that work other than that contained in the above notification is performed and for which the Project Manager determines Department inspection services were necessary but not available because of the lack of notification, the Contractor may be required to remove all such work and perform the work over again in the presence of Department inspection personnel.

- 7.10.4 Any hours worked in excess of the normal eight (8) working hours per day or on Saturdays, Sundays or legal State holidays will not be considered a working day.
- 7.10.5 The Department hereby reserves the right to cancel the overtime, night, Saturday, Sunday or legal State holiday work when it is found that work during these periods is detrimental to the public welfare or the user agency.
- 7.11 OVERTIME AND NIGHT PAYMENT FOR DEPARTMENT INSPECTION SERVICE
- 7.11.1 Whenever the Contractor's operations require the Department's inspection and staff personnel to work overtime or at night, the Contractor shall reimburse the Department for the cost of such services unless otherwise instructed in the Contract. The Project Manager will notify the Contractor of the minimum number of required Department employees and other personnel engaged by the Department prior to the start of any such work. The costs chargeable to the Contractor shall include but not be limited to the following:
- 7.11.1.1 The cost of salaries which are determined by the Department and includes overtime and night time differential for the Department's staff and inspection personnel. In addition to the cost of the salaries, the Contractor shall reimburse the Department's share of contributions to the employee's retirement, medical plan, social security, vacation, sick leave, worker's compensation funds, per diem, and other applicable fringe benefits and overhead expenses;
- 7.11.1.2 The transportation cost incurred by the Department's staff and inspection personnel which are based on established rental rates or mileage allowance in use by the Department for the particular equipment or vehicle; and/or
- 7.11.1.3 Fees and other costs billed the Department by Consultants engaged on the project for overtime and/or night time work.
- 7.11.2 PAYMENT FOR INSPECTION SERVICES. The monies due the Department for staff and inspection work and use of vehicles and equipment as determined in Subsection 7.11.1, OVERTIME AND NIGHT PAYMENT FOR DEPARTMENT INSPECTION SERVICE shall be deducted from the monies due or to become due the Contractor. In any and all events, the Contractor shall not pay the Department's employees directly.
- 7.12 LIMITATIONS OF OPERATIONS
- 7.12.1 Contractor shall at all times conduct the work in such manner and in such sequence as will ensure the least practicable interference with pedestrian and motor traffic passageways. The Contractor shall furnish convenient detours and provide and plan other appropriate signs, flashers, personnel, warnings, barricades and other devices for handling pedestrian and motor traffic.
- 7.12.2 In the event that other contractors are also employed on the job site, the Contractor shall arrange its work and dispose of materials so as not to interfere with the operations of the other contractors engaged upon adjacent work. The Contractor shall join its work to that of others and existing buildings in a proper manner, and in accordance with the drawings and specifications, and perform its work in the proper sequence in relation to that of others, all as may be directed by the Project Manager.

- 7.12.3 Each Contractor shall be responsible for any damage done by it to work performed by another contractor. Each Contractor shall conduct its operations and maintain the work in such condition that no fugitive dust shall be created and adequate drainage shall be in effect at all times.
- 7.12.4 In the event that the Contractor fails to prosecute its work as provided in this Section 7.12, LIMITATIONS OF OPERATIONS or disregards the directions of the Project Manager, the Project Manager may suspend the work until such time as the Contractor provides for the prosecution of the work with minimum interference to traffic and passageways or other contractors, dust control, adequate drainage, the repair of damage and complies with the direction of the Project Manager. No payment will be made to the Contractor for the costs of such suspension.
- 7.13 ASSIGNMENT OR CHANGE OF NAME (§3-125-14 HAR)
- 7.13.1 SUBCONTRACTS AND ASSIGNMENT. The CONTRACTOR shall not assign or subcontract any of the CONTRACTOR's duties, obligations, or interests under this Contract and no such assignment or subcontract shall be effective unless (i) the CONTRACTOR obtains the prior written consent of the STATE and (ii) the CONTRACTOR's assignee or subcontractor submits to the STATE a tax clearance certificate from the of Taxation, State of Hawaii, showing that all delinquent taxes, if any, levied or accrued under state law against the CONTRACTOR's assignee or subcontractor have been paid. Additionally, no assignment by the CONTRACTOR of the CONTRACTOR's right to compensation under this Contract shall be effective unless and until the assignment is approved by the Comptroller of the State of Hawaii, as provided in Section 40-58, HRS.
- 7.13.2 RECOGNITION OF A SUCCESSOR IN INTEREST. When in the best interest of the State, a successor in interest may be recognized in an assignment Contract in which the STATE, the CONTRACTOR and the assignee or transferee (hereinafter referred to as the "Assignee") agree that:
- 7.13.2.1 The Assignee assumes all of the CONTRACTOR's obligations;
- 7.13.2.2 The CONTRACTOR remains liable for all obligations under this Contract but waives all rights under this Contract as against the STATE; and
- 7.13.2.3 The CONTRACTOR shall continue to furnish, and the Assignee shall also furnish, all required bonds.
- 7.13.3 CHANGE OF NAME. When the CONTRACTOR asks to change the name in which it holds this Contract with the STATE, the procurement officer of the purchasing agency (hereinafter referred to as the "Agency procurement officer") shall, upon receipt of a document acceptable or satisfactory to the Agency procurement officer indicating change of name (for example, an amendment to the CONTRACTOR's articles of incorporation), enter into an amendment to this Contract with the CONTRACTOR to effect such a change of name. The amendment to this Contract changing the CONTRACTOR's name shall specifically indicate that no other terms and conditions of this Contract are thereby changed.
- 7.13.4 REPORTS. All assignment Contracts and amendments to this Contract effecting changes of the CONTRACTOR's name or novations hereunder shall be reported to the CPO within thirty days of the date that the assignment Contract or amendment becomes effective.
- 7.13.5 ACTIONS AFFECTING MORE THAN ONE PURCHASING AGENCY. Notwithstanding the provisions of Subsections 7.13.2 through 7.13.4 herein, when the CONTRACTOR holds Contracts

with more than one purchasing agency of the State, the assignment Contracts and the novation and change of name amendments herein authorized shall be processed only through the CPO's office.

- 7.14 LAWS TO BE OBSERVED. The CONTRACTOR shall comply with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect the CONTRACTOR's performance of this Contract.
- 7.14.1 The Contractor at all times shall observe and comply with all Federal, State and local laws or ordinances, rules and regulations which in any manner affect those engaged or employed in the work, the materials used in the work, and the conduct of the work. The Contractor shall also comply with all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the work. Any reference to such laws, ordinances, rules and regulations shall include any amendments thereto before and after the date of this Contract.
- 7.14.2 The Contractor shall defend, protect, hold harmless and indemnify the State and its departments and agencies and all their officers, representatives, employees or agents against any claim or liability arising from or based on the violation of any such laws, ordinances, rules and regulations, orders or decrees, whether such violation is committed by the Contractor or its Subcontractor(s) or any employee of either or both. If any discrepancy or inconsistency is discovered in the contract for the work in relation to any such laws, ordinances, rules and regulations, orders or decrees, the Contractor shall forthwith report the same to the Project Manager in writing.
- 7.14.3 While the Contractor must comply with all applicable laws, attention is directed to: Wage and Hours of Employees on Public Works, Chapter 104, Hawaii Revised Statutes (HRS); Hawaii Public Procurement Code, Authority to debar or suspend, Section 103D-702, HRS; Hawaii Employment Relations Act, Chapter 377, HRS; Hawaii Employment Security Law, Chapter 383, HRS; Worker's Compensation Law, Chapter 386, HRS; Wage and Hour Law, Chapter 387, HRS; Occupational Safety and Health, Chapter 396, HRS; and Authority to Debar or Suspend, Chapter 126, subchapter 2, Hawaii Administrative Rules (HAR).
- 7.14.4 CONFLICT BETWEEN GENERAL CONDITIONS AND PROCUREMENT RULES. In the event of a conflict between the General Conditions and the Procurement Rules, the Procurement Rules in effect on the date this Contract became effective shall control and are hereby incorporated by reference.
- 7.15 PATENTED DEVICES, MATERIALS AND PROCESSES. If the Contractor desires to use any design, device, material, or process covered by letters of patent or copyright, the right for such use shall be procured by the Contractor from the patentee or owner. The Contractor shall defend, protect, indemnify and hold harmless the State of Hawaii, the contracting agency, and their officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including attorney' fees, and all claims, suits, and demands arising out of or resulting from any claims, demands, or actions by the patent holder for infringement or other improper or unauthorized use of any patented article, patented design, patented device, patented process, patented appliance or patented material in connection with this Contract. The Contractor shall be solely responsible for correcting or curing to the satisfaction of the DHHL any such infringement or improper or unauthorized use, including, without limitation: (a) furnishing at no cost to the DHHL a substitute article, design, device, process, appliance or material acceptable to the DHHL; (b) paying royalties or other required payments to the patent holder; (c) obtaining proper authorizations or releases from the patent holder; and (d) furnishing such security to or making such arrangement with the patent holder as may be necessary to correct or cure any such infringement or improper or unauthorized use. This

section shall not apply to any article, design, device, material, appliance or process covered by letters of patent or copyright, which the Contractor is required to use by the Drawings or Specifications.

7.16 SANITARY, HEALTH AND SAFETY PROVISIONS

7.16.1 The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of its employees as may be necessary to comply with the requirements of the State and local boards of health, or other bodies or tribunals having jurisdiction. Unless otherwise stated in the drawings or specifications, the Contractor shall install toilet facilities conveniently located at the job site and maintain same in a neat and sanitary condition for the use of the employees on the job site for the duration of the Contract. The toilet facilities shall conform to the requirements of the State Department of Health. The cost of installing, maintaining and removing the toilet facilities shall be considered incidental to and paid for under various contract pay items for work or under the lump sum bids as the case may be, and no additional compensation will be made therefor. These requirements shall not modify or abrogate in any way the requirements or regulations of the State Department of Health.

7.16.2 Attention is directed to Federal, State and local laws, rules and regulations concerning construction safety and health standards. The Contractor shall not require any worker to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to their health or safety.

7.17 PROTECTION OF PERSONS AND PROPERTY

7.17.1 SAFETY PRECAUTIONS AND PROGRAMS. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

7.17.1.1 All persons on the work site or who may be affected by the work;

7.17.1.2 All the work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor and its subcontractors; and

7.17.1.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavement, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

7.17.2 Contractor shall give notices and comply with applicable laws, ordinances, regulations, rules, and lawful orders of any public body having jurisdiction for the safety of persons or property or their protection from damage, injury or loss; and the Contractor shall erect and maintain reasonable safeguards for safety and protection, including posting danger signs, or other warnings against hazards.

7.17.3 The Contractor shall notify owners of adjacent properties and of underground (or overhead) utilities when performing work which may affect the owners; and shall cooperate with the owners in the protection, removal and replacement of their property.

7.17.4 All damage, injury or loss to any property referred to in Subsections 7.17.1.2 and 7.17.1.3 caused by the fault or negligence or damage or loss attributable to acts or omissions directly or indirectly in whole or part by the Contractor a subcontractor or any one directly or indirectly employed by them, or by anyone for whose acts they might be liable, shall be remedied promptly by the Contractor.

- 7.17.5 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the protection of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor.
- 7.17.6 The Contractor shall not load or permit any part of the construction to be loaded so as to endanger its safety. The Contractor shall not injure or destroy trees or shrubs nor remove or cut them without permission of the Project Manager. Contractor shall protect all land monuments and property marks until an authorized agent has witnessed or otherwise referenced their location and shall not remove them until directed.
- 7.17.7 In the event the Contractor encounters on the site, material reasonably believed to be asbestos or other hazard material that has not been rendered harmless, the Contractor shall stop work in the area and notify the Project Manager promptly. The work in the affected area shall be resumed in the absence of hazard materials or when the hazard has been rendered harmless.
- 7.17.8 EMERGENCIES. In an emergency affecting the safety and protection of persons or the work or property at the site or adjacent thereto, Contractor without special instructions or authorization from the Project Manager, shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Contractor shall give the Project Manager prompt written notice of the emergency and actions taken. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined under the provisions of Section 7.25, DISPUTES AND CLAIMS.
- 7.18 ARCHAEOLOGICAL SITES
- 7.18.1 Should historic sites such as walls, platforms, pavements and mounds, or remains such as artifacts, burials, concentration of charcoal or shells be encountered during construction, work shall cease in the immediate vicinity of the find and the find shall be protected from further damage. The Contractor shall immediately notify the Project Manager and contact the State Historic Preservation Division which will assess the significance of the find and recommend the appropriate mitigation measures, if necessary.
- 7.18.2 When required, the Contractor shall provide and install any temporary fencing to protect archaeological sites within the project. The fencing shall be installed prior to any construction activity and shall be maintained by the Contractor for the duration of the project. Fence installation and maintenance shall be to the satisfaction of the Project Manager. The Contractor shall remove the fencing upon completion of construction, or as directed by the Project Manager.
- 7.18.3 No work shall be done within the temporary fencing area. If any construction work is done within the temporary fencing, the Contractor shall notify the Project Manager immediately; and if the Contractor entered the archaeological site area without permission, it shall stop work in this area immediately. The Project Manager shall notify the archaeologist to assess any damage to the area. The Contractor shall allow the archaeologist sufficient time to perform the field investigation.
- 7.18.4 Any site requiring data recovery within the project shall not be disturbed until data recovery is completed.
- 7.19 RESPONSIBILITY FOR DAMAGE CLAIMS; INDEMNITY
- 7.19.1 The CONTRACTOR shall defend, indemnify, and hold harmless the State of Hawaii, the contracting agency, and their officers, employees, and agents from and against all liability, loss, damage, cost,

and expense, including all attorneys' fees, and all claims, suits, and demands therefor, arising out of or resulting from the acts or omissions of the CONTRACTOR or the CONTRACTOR's employees, officers, agents, or subcontractors under this Contract. The provisions of this Subsection shall remain in full force and effect notwithstanding the expiration or early termination of this Contract.

- 7.19.2 The Contractor agrees that it will not attempt to hold the State and the Department, their officers, representatives, employees or agents, liable or responsible for any losses or damages to third parties from the action of the elements, the nature of the work to be done under these Contract Documents or from any unforeseen obstructions, acts of God, vandalism, fires or encumbrances which may be encountered in the prosecution of the work.
- 7.19.3 The Contractor shall pay all just claims for materials, supplies, tools, labor and other just claims against the Contractor or any subcontractor in connection with this contract and the surety bond will not be released by final acceptance and payment by the Department unless all such claims are paid or released. The Department may, but is not obligated to, withhold or retain as much of the monies due or to become due the Contractor under this contract considered necessary by the Project Manager to cover such just claims until satisfactory proof of payment or the establishment of a payment plan is presented.
- 7.19.4 The Contractor shall defend, indemnify and hold harmless the State and the Department, their officers, representatives, employees or agents from all suits, actions or claims of any character brought on account of any claims or amounts arising out of or recovered under the Workers' Compensation Laws or violation of any other law, by-law, ordinance, order or decree.
- 7.19.5 COST OF LITIGATION. In case the STATE shall, without any fault on its part, be made a party to any litigation commenced by or against the CONTRACTOR in connection with this Contract, the CONTRACTOR shall pay all costs and expenses incurred by or imposed on the STATE, including attorneys' fees.
- 7.20 CHARACTER OF WORKERS OR EQUIPMENT
- 7.20.1 The Contractor shall at all times provide adequate supervision and sufficient labor and equipment for prosecuting the work to full completion in the manner and within the time required by the contract.
- 7.20.2 Character and Proficiency of Workers - All workers shall possess the proper license and/or certification, job classification, skill and experience necessary to properly perform the work assigned to them. All workmen engaged in special work or skilled work, such as bituminous courses or mixtures, concrete pavement or structures, electrical installation, plumbing installation, or in any trade shall have sufficient experience in such work and in the operation of the equipment required to properly and satisfactorily perform all work. All workers shall make due and proper effort to execute the work in the manner prescribed in these Contract Documents, otherwise, the Project Manager may take action as prescribed herein.
- 7.20.2.1 Any worker employed on the project by the Contractor or by any subcontractor who, in the opinion of the Project Manager, is not careful and competent, does not perform its work in a proper and skillful manner or is disrespectful, intemperate, disorderly or neglects or refuses to comply with directions given, or is otherwise objectionable shall at the written request of the Project Manager, be removed forthwith by the Contractor or subcontractor employing such worker and shall not be employed again in any portion of the work without the written consent of the Project Manager. Should the Contractor or subcontractor continue to employ, or again employ such person or persons on the project, the

Project Manager may withhold all payments which are or may become due, or the Project Manager may suspend the work until the Project Manager's orders are followed, or both.

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

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

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

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

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

7.21 CONTRACT TIME

7.21.1 Time is of the essence for this Contract.

7.21.2 CALCULATION OF CONTRACT TIME. When the contract time is on a working day basis, the total contract time allowed for the performance of the work shall be the number of working days shown in the contract plus any additional working days authorized in writing as provided hereinafter. Refer to ARTICLE 1, DEFINITIONS for the definition of Working Day. The count of elapsed working days to be charged against contract time shall begin from the date of the Notice to Proceed and shall continue consecutively to the date of Project Acceptance determined by the Project Manager. When the contract completion time is a fixed calendar date, it shall be the date on which all work on the project shall be completed. Maintenance periods are not included within the contract time unless specifically noted in the Contract Documents. Failure to complete the work by contract completion date shall not terminate the Contract.

7.21.3 MODIFICATIONS OF CONTRACT TIME (§3-125-4 HAR)

7.21.3.1 EXTENSIONS. For increases in the scope for work caused by alterations and additional work made under Section 4.2, CHANGES, the Contractor will be granted a time extension only if the changes increase the time of performance for the Contract. If the Contractor believes an extension of time is justified and is not adequately provided for in a Field Order, it must request the additional time sought in writing when the detailed cost breakdown required by Section 4.2, CHANGES, is submitted. The Contractor must show how the time of performance for the critical path will be affected and must also support the time extension request with schedules and statements from its subcontractors, suppliers, and/or manufacturers. Compensation for any altered or additional work will be paid as provided in Section 4.2, CHANGES.

- 7.21.3.2 The Department may direct changes to the work at any time until the work is finally accepted. The issuance of a Field Order at any time may alter or modify the contract duration only by the days specified therein; or if not specified therein, for the days the critical path must be extended for the change. Additional time to perform the extra work will be added to the time allowed in the contract without regard to the date the change directive was issued, even if the contract completion date has passed. A change requiring time will not constitute a waiver of pre-existing Contractor delay.
- 7.21.4 DELAY FOR PERMITS. For delays beyond the control of the Contractor in obtaining necessary permits, one day extension for each day delay may be granted by the Project Manager, provided the Contractor notifies the Project Manager that the permits are not available, as soon as the delay occurs. Time extensions shall be the exclusive relief granted on account of such delays. No additional compensation will be paid for these time extensions.
- 7.21.5 DELAYS BEYOND CONTRACTOR'S CONTROL. For delays affecting the critical path caused by acts of God, or the public enemy, fire, unusually severe weather, earthquakes, floods, epidemics, quarantine restrictions, labor disputes, freight embargoes and other reasons beyond the Contractor's control, the Contractor may be granted an extension of time provided that:
- 7.21.5.1 The Contractor notifies the Project Manager in writing within five (5) work days after the occurrence of the circumstances described above and states the possible effects on the completion date of the contract.
- 7.21.5.2 No time extension will be granted for weather conditions other than unusually severe weather occurrences, and floods.
- 7.21.5.3 The Contractor, if requested, submits to the Project Manager within ten (10) work days after the request, a written statement describing the delay to the project. The extent of delay must be substantiated as follows:
- (a) State specifically the reason or reasons for the delay and fully explain in a detailed chronology the effect of this delay to the work and/or the completion date;
 - (b) Submit copies of purchase order, delivery tag, and any other pertinent documentation to support the time extension request;
 - (c) Cite the period of delay and the time extension requested; and
 - (d) A statement either that the above circumstances have been cleared and normal working conditions restored as of a certain day or that the above circumstances will continue to prevent completion of the project.
- 7.21.5.4 Time extensions shall be the exclusive relief granted and no additional compensation will be paid the Contractor for such delays.
- 7.21.6 DELAYS IN DELIVERY OF MATERIALS. For delays in delivery of materials and/or equipment which occur as a result of unforeseeable causes beyond the control and without fault or negligence of the Contractor, its subcontractor(s) or supplier(s), the Contractor may be granted an extension of time provided it complies with the following procedures:
- 7.21.6.1 The Contractor must notify the Project Manager in writing within five (5) consecutive working days after it first has any knowledge of delays or anticipated delays and state the effects such delays may have on the completion date of the Contract.

- 7.21.6.2 The Contractor, if requested, must submit to the Project Manager within ten (10) working days after a firm delivery date for the material and equipment is established, a written statement as to the delay to the progress of the project. The delay must be substantiated as follows:
- (a) State specifically the reason or reasons for the delay. Explain in a detailed chronology the effect of this delay to the other work and / or the completion date;
 - (b) Submit copies of purchase order(s), factory invoice(s), bill(s) of lading, shipping manifest(s), delivery tag(s) and any other pertinent correspondence to support the time extension request; and
 - (c) Cite the start and end date of the delay and the days requested therefore. The delay shall not exceed the difference between the originally scheduled delivery date versus the actual delivery date.
- 7.21.6.3 Time extensions shall be the exclusive relief granted and no additional compensation will be paid the Contractor on account of such delay.
- 7.21.7 DELAYS FOR SUSPENSION OF WORK. Delay during periods of suspension of the work by the Project Manager shall be computed as follows:
- 7.21.7.1 When the performance of the work is totally suspended for one (1) or more days (calendar or working days, as appropriate) by order of the Project Manager in accordance with Subsections 7.24.1.1, 7.24.1.2, 7.24.1.4 or 7.24.1.6 the number of days from the effective date of the Project Manager's order to suspend operations to the effective date of the Project Manager's order to resume operations shall not be counted as contract time and the contract completion date will be adjusted. Should the Contractor claim for additional days in excess of the suspension period, Contractor shall provide evidence justifying the additional time. During periods of partial suspensions of the work, the Contractor will be granted a time extension only if the partial suspension affects the critical path. If the Contractor believes that an extension of time is justified for a partial suspension of work, it must request the extension in writing at least five (5) working days before the partial suspension will affect the critical operation(s) in progress. The Contractor must show how the critical path was increased based on the status of the work and must also support its claim, if requested, with statements from its subcontractors. A suspension of work will not constitute a waiver of pre-existing Contractor delay.
- 7.21.8 CONTRACTOR CAUSED DELAYS - No time extension will be considered for the following:
- 7.21.8.1 Delays in performing the work caused by the Contractor, subcontractor and/or supplier;
 - 7.21.8.2 Delays in arrival of materials and equipment caused by the Contractor, subcontractor and / or supplier in ordering, fabricating, delivery, etc.;
 - 7.21.8.3 Delays requested for changes which the Project Manager determines unjustifiable due to the lack of supporting evidence or because the change is not on the critical path;
 - 7.21.8.4 Delays caused by the failure of the Contractor to submit for review and acceptance by the Project Manager, on a timely basis, pricing proposals, shop drawings, descriptive sheets, material samples, color samples, etc. except as covered in Subsection 7.21.5 and 7.21.6;
 - 7.21.8.5 Failure to follow the procedure within the time allowed to qualify for a time extension; and
 - 7.21.8.6 Days the Contractor is unable to work due to normal rainfall or other normal bad weather day conditions.

- 7.21.9 REDUCTION IN TIME - If the Department deletes any portion of the work, an appropriate reduction of contract time may be made in accordance with Section 4.2, CHANGES.
- 7.22 CONSTRUCTION SCHEDULE
- 7.22.1 The Contractor shall submit its detailed construction schedule to the Project Manager prior to the start of the work. The purpose of the schedule is to allow the Project Manager to monitor the Contractor's progress on the work. The schedule shall account for normal inclement weather, unusual soil or other conditions that may influence the progress of the work, schedules and coordination required by any utility, off or on site fabrications, and all other pertinent factors that relate to progress.
- 7.22.2 Submittal of and the Project Manager's receipt of the construction schedule shall not imply the Department's approval of the schedule's breakdown, its individual elements, and any critical path that may be shown. Any acceptance or approval of the schedule: (1) shall be for general format only and not for sequences or durations thereon; and (2) shall not be deemed an agreement by the Department that the construction means, methods and resources shown on the schedule will result in work that conforms to the contract requirements. The Contractor has the risk of all elements (whether or not shown) of the schedule and its execution.
- 7.22.3 In the event the Contractor submits and the Department receives an accelerated schedule (shorter than the contract time), such will not constitute an agreement to modify the contract time or completion date, nor will the receipt, acceptance or approval of such a schedule incur any obligation by the Department. The Contractor shall be solely responsible for and shall accept all risks and any delays that may materialize during the construction work until the contract completion date is reached. The contract time or completion date is established for the benefit of the Department and cannot be changed without an appropriate change order issued by the Department. All float on an accelerated schedule belongs exclusively to the Department. The Department will not be responsible for or obligated to accept the work before the completion date established by the Contract.
- 7.23 STATEMENT OF WORKING DAYS - For all contracts on a working day basis, the Contractor will submit a statement of the number of working days for each month together with the Monthly Payment Application. The Monthly Payment Application will not be processed without the statement of working days.
- 7.24 SUSPENSION OF WORK (§3-125-7 HAR)
- 7.24.1 PROCEDURE TO BE FOLLOWED. The Chairman may, by written order to the Contractor, at any time and without notice to any surety, suspend the performance of the work either in whole or in part for any cause, including but not limited to:
- 7.24.1.1 Weather or excess bad weather days, considered unsuitable by the Project Manager for prosecution of the work; or
- 7.24.1.2 Soil Conditions considered unsuitable by the Project Manager for prosecution of the work; or 7.24.1.3 Failure of the Contractor to:
- (a) Correct conditions unsafe for the general public or for the workers;
 - (b) Carry out orders given by the Project Manager;
 - (c) Perform the work in strict compliance with the provisions of the contract; or
 - (d) Provide a qualified Superintendent on the jobsite as described under Subsection 5.9.2, SUPERINTENDENT.

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

the request of the Contractor, for any delay required under the Contract, for partial suspension of work or for suspensions made by the Project Manager under the provisions of Subsections 7.24.1.1, 7.24.1.2, 7.24.1.3 and 7.24.1.5.

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

- 7.25.4.5 An analysis of the progress schedule showing the schedule change or disruption if the Contractor is asserting a schedule change or disruption.
- 7.25.5 If the protest or claim is continuing, the information required in Subsection 7.25.4 REQUIREMENTS FOR NOTICE OF CLAIMS above shall be supplemented as requested by the Project Manager.
- 7.25.6 FINAL STATEMENT FOR CLAIM. The Contractor shall provide a final written statement of the actual adjustment in contract price and/or contract time requested for each notice of claim. Such statement shall clearly set forth that it is the final statement for that notice of claim. All such final statements shall be submitted within thirty (30) days after completion of the work that is the subject of the claim, but in no event no later than thirty (30) days after the Project Acceptance Date or the date of termination of the Contractor, whichever comes first.
- 7.25.7 All claims of any nature are barred if asserted after final payment under this Contract has been made.
- 7.25.8 Contractor may protest the assessment or determination by the Project Manager of amounts due the Department from the Contractor by providing a written notice to the Chairman within thirty (30) days of the date of the written assessment or determination. Said notice shall comply with all requirements of Subsections 7.25.4, REQUIREMENTS FOR NOTICE OF CLAIM and 7.25.6, FINAL STATEMENT FOR CLAIM above. The requirement of such notice cannot be waived and it is a condition precedent to any claim by the Contractor. Failure to comply with these notice provisions constitutes a waiver of any claim.
- 7.25.9 In addition to the requirements of Subsections 7.25.4, 7.25.6, and 7.25.8, all final written statements of claim shall be certified. This certification requirement applies to the Contractor without exception, including, but not limited to, situations involving claims of subcontractors or suppliers which meet the requirements of Subsection 5.13.4. The certification must be executed by a person duly authorized to bind the Contractor with respect to the claim. The certification shall state as follows:
- “I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Department is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.”
- 7.25.10 DECISION ON CLAIM/APPEAL. The decision of the Chairman on the claim shall be final and conclusive, unless fraudulent, or unless the Contractor delivers to the Chairman a written appeal of the Chairman’s decision. Said appeal shall be delivered to the Chairman no later than thirty (30) days after the date of the Chairman’s decision.
- 7.25.10.1 In that event, the decision of the Chairman shall be final and conclusive, unless fraudulent or unless the Contractor brings an action seeking judicial review of the Chairman’s decision in an appropriate circuit court of this State within six (6) months from the date of the Chairman’s decision.
- 7.25.11 PAYMENT AND INTEREST. The amount determined payable pursuant to the decision, less any portion already paid, normally should be paid without awaiting Contractor action concerning appeal. Such payments shall be without prejudice to the rights of either party. Interest on amounts ultimately determined to be due to a Contractor shall be payable at the Statutory rate applicable to judgments against the State under Chapter 662, HRS from the date of receipt of a properly certified final written statement of actual adjustment required until the date of decision; except, however, that if an action is initiated in circuit court, interest under this Section 7.25, DISPUTES AND CLAIMS (§3-126-31 HAR) shall only be calculated until the time such action is initiated. Interest on amounts due the

Department from the Contractor shall be payable at the same rate from the date of issuance of the Project Manager's notice to the Contractor. Where such payments are required to be returned by a subsequent decision, interest on such payments shall be paid at the statutory rate from the date of payment.

7.25.12 Contractor shall comply with any decision of the Chairman and proceed diligently with performance of this contract pending final resolution by a circuit court of this State of any controversy arising under, or by virtue of, this Contract, except where there has been a material breach of contract by the Department; provided that in any event the Contractor shall proceed diligently with the performance of the Contract where the Project Manager has made a written determination that continuation of work under the Contract is essential to the public health and safety.

7.25.13 **WAIVER OF ATTORNEY'S FEES.** In the event of any litigation arising under, or by virtue of, this Contract, the Contractor and the Department agree to waive all claims against each other for attorney's fees and agree to refrain from seeking attorney's fees as part of any award or relief from any court.

7.26 **FAILURE TO COMPLETE THE WORK ON TIME**

7.26.1 Completion of the work within the required time is important because delay in the prosecution of the work will inconvenience the public and interfere with the Department's business. In addition, the Department will be damaged by the inability to obtain full use of the completed work and by increased engineering, inspection, superintendence, and administrative services in connection with the work. Furthermore, delay may detrimentally impact the financing, planning, or completion of other Department projects because of the need to devote Department resources to the project after the required completion date. The monetary amount of such public inconvenience, interference with Department business, and damages, is difficult, if not impossible, to accurately determine and precisely prove. Therefore, it is hereby agreed that the amount of such damages shall be the appropriate sum of liquidated damages.

7.26.1.1 When the Contractor fails to complete the work or any portion of the work within the time or times fixed in the contract or any extension thereof, it is agreed the Contractor shall pay liquidated damages to the Department in the amount of \$1,000 (one thousand dollars) per calendar day, unless otherwise indicated in the Special Conditions.

7.26.1.2 If the Contractor fails to correct Punchlist deficiencies as required by Section 7.32, **PROJECT ACCEPTANCE DATE**, the Department will be inconvenienced and damaged, therefore, it is agreed that the Contractor shall pay liquidated damages to the Department based upon the amount stated in Section 7.26.1.1. Liquidated damages shall accrue for all days after the Contract Completion Date or any extension thereof, until the date the Punchlist items are corrected and accepted by the Project Manager.

7.26.1.3 If the Contractor fails to submit final documents as required by Section 7.33, **FINAL SETTLEMENT OF CONTRACT**, the Department will be inconvenienced and damaged, therefore, it is agreed that the Contractor shall pay liquidated damages to the Department in the amount stated in the Section 7.26.1.1. Liquidated damages shall accrue for all days after the Contract Completion Date or any extension thereof, until the date the final documents are received by the Project Manager.

7.26.1.4 The Project Manager shall assess the total amount of liquidated damages in accordance with the amount of \$1,000 (one thousand dollars) per day, unless otherwise indicated in the Special Conditions, and provide written notice of such assessment to the Contractor.

- 7.26.2 ACCEPTANCE OF LIQUIDATED DAMAGES. The assessment of liquidated damages by the Project Manager shall be accepted by the parties hereto as final, unless the Contractor delivers a written appeal of the Project Manager's decision in accordance with Subsection 7.25.10, DECISION ON CLAIM/APPEAL REQUIREMENTS. Any allowance of time or remission of charges or liquidated damages shall in no other manner affect the rights or obligations of the parties under this contract nor be construed to prevent action under Section 7.27, TERMINATION OF CONTRACT FOR CAUSE. If the Department terminates the Contractor's right to proceed, the resulting damage will include such liquidated damages for such time as may be required for final completion of the work after the required contract completion date.
- 7.26.3 PAYMENTS FOR LIQUIDATED DAMAGES. Liquidated damages shall be deducted from monies due or that may become due to the Contractor under the contract or from other monies that may be due or become due to the Contractor from the Department.
- 7.26.4 If the Contractor contests the per diem liquidated charge, the Department may elect to recover the actual damages caused by the Contractor's delay. Should the Department claim liquidated damages for delay and if such liquidated damages are disallowed for any reason, the Department shall recover the actual damages to which it is legally entitled as a result of the Contractor's delay or other breach.
- 7.27 TERMINATION OF CONTRACT FOR CAUSE (§3-125-18 HAR)
- 7.27.1 DEFAULT. If the Contractor refuses or fails to perform the work, or any separable part thereof, with such diligence as will assure its completion within the time specified in this contract, or any extension thereof, fails to complete the work within such time, or commits any other material breach of this contract, and further fails within seven (7) days after receipt of written notice from the Project Manager to commence and continue correction of the refusal or failure with diligence and promptness, the Chairman may, by written notice to the Contractor, declare the Contractor in breach and terminate the Contractor's right to proceed with the work or the part of the work as to which there has been delay or other breach of contract. In such event, the Department may take over the work and perform the same to completion, by contract or otherwise, and may take possession of, and utilize in completing the work, the materials, appliances, and plant as may be on the site of the work and necessary therefor. Whether or not the Contractor's right to proceed with the work is terminated, the Contractor and the Contractor's sureties shall be liable for any damage to the Department resulting from the Contractor's refusal or failure to complete the work within the specified time.
- 7.27.2 ADDITIONAL RIGHTS AND REMEDIES. The rights and remedies of the Department provided in this contract are in addition to any other rights and remedies provided by law.
- 7.27.3 COSTS AND CHARGES
- 7.27.3.1 All costs and charges incurred by the Department, together with the cost of completing the work under contract, will be deducted from any monies due or which would or might have become due to the Contractor had it been allowed to complete the work under the contract. If such expense exceeds the sum which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay the Department the amount of the excess.
- 7.27.3.2 In case of termination, the Chairman shall limit any payment to the Contractor to the part of the contract satisfactorily completed at the time of termination. Payment will not be made until the work has satisfactorily been completed and the tax clearance required by Section 8.8, FINAL PAYMENT

is submitted by the Contractor. Termination shall not relieve the Contractor or Surety from liability for liquidated damages.

- 7.27.4 **ERRONEOUS TERMINATION FOR CAUSE.** If, after notice of termination of the Contractor's right to proceed under this Section 7.27, **TERMINATION OF CONTRACT FOR CAUSE** (§3-125-18 HAR) it is determined for any reason that good cause did not exist to allow the Department to terminate as provided herein, the rights and obligations of the parties shall be the same as, and the relief afforded the Contractor shall be limited to, the provisions contained in Section 7.28, **TERMINATION FOR CONVENIENCE.**
- 7.28 **TERMINATION FOR CONVENIENCE** (§3-125-22 HAR)
- 7.28.1 **TERMINATION.** The Chairman may, when the interests of the Department so require, terminate this contract in whole or in part, for the convenience of the Department. The Chairman shall give written notice of the termination to the Contractor specifying the part of the contract terminated and when termination becomes effective.
- 7.28.2 **CONTRACTOR'S OBLIGATIONS.** The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work subject to the Department's approval. The Chairman may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to the Department. The Contractor must still complete the work not terminated by the notice of termination and may incur obligations as necessary to do so.
- 7.28.3 **RIGHT TO CONSTRUCTION AND GOODS.** The Chairman may require the Contractor to transfer title and delivery to the Department in the manner and to the extent directed by the Chairman, the following:
- 7.28.3.1 Any completed work; and
- 7.28.3.2 Any partially completed construction, goods, materials, parts, tools, dies, jigs, fixtures, drawings, information, and contract rights (hereinafter called "construction material") that the Contractor has specifically produced or specially acquired for the performance of the terminated part of this contract.
- 7.28.3.3 The Contractor shall protect and preserve all property in the possession of the Contractor in which the Department has an interest. If the Chairman does not elect to retain any such property, the Contractor shall use its best efforts to sell such property and construction material for the Department's account in accordance with the standards of Section 490:2-706, HRS.
- 7.28.4 **COMPENSATION**
- 7.28.4.1 Contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data, submitted to the extent required by subchapter 15, chapter 3-122, HAR. If the Contractor fails to file a termination claim within one (1) year from the effective date of termination, the Chairman may pay the Contractor, if at all, an amount set in accordance with Subsection 7.28.4.3.

- 7.28.4.2 The Chairman and the Contractor may agree to a settlement provided the Contractor has filed a termination claim supported by cost or pricing data submitted as required and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the Department, the proceeds of any sales of construction, supplies, and construction materials under Subsection 7.28.3.3 of this Section, and the contract price of the work not terminated.
- 7.28.4.3 Absent complete agreement, the Chairman shall pay the Contractor the following amounts, less any payments previously made under the Contract.
- (a) The cost of all contract work performed prior to the effective date of the notice of termination work plus a five percent (5%) markup on the actual direct costs, including amounts paid to subcontractor(s), less amounts previously paid or to be paid for completed portions of such work; provided, however, that if it appears that the Contractor would have sustained a loss if the entire contract would have been completed, no markup shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss. No anticipated profit or consequential damage will be due or paid.
 - (b) Subcontractors shall be paid a markup of ten percent (10%) on their direct job costs incurred to the date of termination. No anticipated profit or consequential damage will be due or paid to any subcontractor. These costs must not include payments made to the Contractor for subcontract work during the contract period.
 - (c) In any case, the total sum to be paid the Contractor shall not exceed the total contract price reduced by the amount of any sales of construction supplies, and construction materials.
- 7.28.4.4 Costs claimed, agreed to, or established by the Department shall be in accordance with chapter 3-123, HAR.
- 7.29 **CORRECTING DEFECTS.** If the Contractor fails to commence to correct any defects of any nature, within ten (10) working days after the correction thereof has been requested in writing by the Department, and thereafter to expeditiously complete the correction of said defects, the Project Manager may without further notice to the Contractor or surety and without termination of contract, correct the defects and deduct the cost thereof from the contract price.
- 7.30 **FINAL CLEANING.** Before final inspection of the work, the Contractor shall clean all ground occupied by the Contractor in connection with the work of all rubbish, excess materials, temporary structures and equipment, and all parts of the work must be left in a neat and presentable condition to the satisfaction of the Project Manager. However, the Contractor shall not remove any warning and directional signs prior to the formal acceptance by the Project Manager. Full compensation for final cleaning will be included in the prices paid for the various items of work or lump sum bid, as the case may be, and no separate payment will be made therefor.
- 7.31 **SUBSTANTIAL COMPLETION AND FINAL INSPECTION.** Before the Department accepts the project as being completed, unless otherwise stipulated by the Project Manager the following procedure shall be followed:
- 7.31.1 **SUBSTANTIAL COMPLETION**
- 7.31.1.1 The Contractor and its subcontractors shall inspect the project to confirm whether the Project is Substantially Complete. This inspection effort shall include the testing of all equipment and providing a Punchlist that identifies deficiencies which must be corrected. Contractor shall make the corrections and if required repeat the procedure. Also, the Contractor shall schedule final Building, Plumbing, Electrical, Elevator, Fire and other required inspections and obtain final approvals.

- (a) When in compliance with the above requirements, the Contractor shall notify the Project Manager in writing that project is Substantially Complete and ready for a Final Inspection. Along with the Substantial Completion notification, the Contractor shall provide its Punchlist(s) with the status of the deficiencies and dates when the deficiencies were corrected. The Project Inspector and / or the Project Manager shall make a preliminary determination whether project is Substantially Complete.
- (b) If the Project is not Substantially Complete, the Project Manager shall inform the Contractor. The Contractor shall identify deficiencies which must be corrected, update its Punchlist, make the necessary corrections and repeat the previous step. After completing the necessary work, the Contractor shall notify the Project Manager in writing that Punchlist deficiencies have been corrected and the project is ready for a Final Inspection.
- (c) If the Project is Substantially Complete, the Project Manager shall schedule a Final Inspection within fifteen (15) days of the Contractor's notification letter or as otherwise determined by the Project Manager.

7.31.1.2 In addition, and to facilitate closing of the project, the Contractor shall also proceed to obtain the following closing documents (where applicable) prior to the Final Inspection:

- (a) Field-Posted As-Built Drawings;
- (b) Maintenance Service Contract and two (2) copies of a list of all equipment;
- (c) Five (5) sets of operating and maintenance manuals;
- (d) Air conditioning test and balance reports; and
- (e) Any other final submittal required by the Contract.

7.31.2 FINAL INSPECTION. If at the Final Inspection the Project Manager determines that all work is completed, the Project Manager shall notify the Contractor in accordance with Section 7.32, PROJECT ACCEPTANCE DATE. Should there be remaining deficiencies which must be corrected the Contractor shall provide an updated Punchlist to the Project Manager, within five (5) days from the Final Inspection Date. The Contractor shall make the necessary corrections.

7.31.2.1 The Project Manager shall confirm the list of deficiencies noted by the Contractor's punchlist(s) and will notify the Contractor of any other deficiencies that must be corrected before final settlement.

7.31.3 The Project Manager may add to or otherwise modify the Punchlist from time to time. The Contractor shall take immediate action to correct the deficiencies.

7.31.4 REVOKING SUBSTANTIAL COMPLETION. At any time before final Project Acceptance is issued the Project Manager may revoke the determination of Substantial Completion if the Project Manager finds it was not warranted. The Project Manager shall notify the Contractor in writing with the reasons and outstanding deficiencies negating the declaration. Once notified, the Contractor shall make the necessary corrections and repeat the required steps noted in Subsections 7.31.1 and 7.31.2.

7.32 PROJECT ACCEPTANCE DATE

7.32.1 If upon Final Inspection, the Project Manager finds that the project has been satisfactorily completed in compliance with the contract, the Project Manager shall declare the project completed and accepted and will notify the Contractor in writing of the acceptance by way of the Project Acceptance Notice.

7.32.2 PROTECTION AND MAINTENANCE. After the Project Acceptance Date, the Contractor shall be relieved of maintaining and protecting the work except that this does not hold true for those portions of the work which have not been accepted, including Punchlist deficiencies. The Department shall be responsible for the protection and maintenance of the accepted facility.

- 7.32.3 The date of Project Acceptance shall determine:
- 7.32.3.1 End of Contract Time;
 - 7.32.3.2 Commencement of all guaranty periods except as noted in Section 7.34, CONTRACTOR'S RESPONSIBILITY FOR WORK: RISK OF LOSS; and
 - 7.32.3.3 Commencement of all maintenance services except as noted in Section 7.34, CONTRACTOR'S RESPONSIBILITY FOR WORK: RISK OF LOSS.
- 7.32.4 PUNCHLIST REQUIREMENTS. If a Punchlist is required under Section 7.31, SUBSTANTIAL COMPLETION AND FINAL INSPECTION, the Project Acceptance Notice will include the Project Manager's Punchlist and the date when correction of the deficiencies must be completed.
- 7.32.5 Upon receiving the Punchlist, the Contractor shall promptly devote the required time, labor, equipment, materials and incidentals necessary to correct the deficiencies expeditiously.
- 7.32.6 For those items of work that cannot be completed by the established date, the Contractor shall submit a schedule in writing to the Project Manager for approval along with documentation to justify the time required, no later than five (5) working days before the date stipulated for completion of the Punchlist work. A Proposed schedule submitted after the five (5) day period will not be considered.
- 7.32.7 FAILURE TO CORRECT DEFICIENCIES. After the Contract Completion Date, or any extension thereof, if the Contractor fails to correct the deficiencies within the established date or agreed to Punchlist completion date, the Project Manager shall assess liquidated damages as required by Section 7.26, FAILURE TO COMPLETE THE WORK ON TIME.
- 7.32.8 If the Contractor fails to correct the deficiencies and complete the work by the established or agreed to date, the Department also reserves the right to correct the deficiencies by whatever method it deems necessary and deduct the cost from the final payment due the Contractor.
- 7.32.9 The Contractor may further be prohibited from bidding in accordance with Section 2.12, DISQUALIFICATION OF BIDDERS. In addition, assessment of damages shall not prevent action under Section 7.27, TERMINATION OF CONTRACT FOR CAUSE.
- 7.33 FINAL SETTLEMENT OF CONTRACT
- 7.33.1 The contract will be considered settled after the project acceptance date and when the following items have been satisfactorily submitted, where applicable:
 - 7.33.1.1 Necessary Submissions in addition to the items noted under Subsection 7.31.1.2.
 - 7.33.1.2 All written guarantees required by the contract.
 - 7.33.1.3 Complete and certified weekly payrolls for the Contractor and its Subcontractor(s).
 - 7.33.1.4 Certificate of Plumbing and Electrical Inspection.
 - 7.33.1.5 Certificate of Building Occupancy.

- 7.33.1.6 Certificate for Soil Treatment and Wood Treatment.
- 7.33.1.7 Certificate of Water System Chlorination.
- 7.33.1.8 Certificate of Elevator Inspection, Boiler and Pressure Pipe installation.
- 7.33.1.9 Certification of compliance with §103B-3 HRS, Employment of State Residents.
- 7.33.1.10 All other documents required by the Contract.
- 7.33.2 **FAILURE TO SUBMIT CLOSING DOCUMENTS.** The Contractor shall submit the final Payment Application and the above applicable closing documents within sixty (60) days from the date of Project Acceptance or the agreed to Punchlist completion date. Should the Contractor fail to comply with these requirements, the Chairman may terminate the Contract for cause. The pertinent provisions of Section 7.27, **TERMINATION OF CONTRACT FOR CAUSE** shall be applicable.
- 7.33.3 In addition, should the Contractor fail to furnish final closing documents within the required time period, the Project Manager shall assess liquidated damages as required by Section 7.26, **FAILURE TO COMPLETE THE WORK ON TIME.**
- 7.34 **CONTRACTOR'S RESPONSIBILITY FOR WORK; RISK OF LOSS**
- 7.34.1 Until the establishment of the Project Acceptance Date or Beneficial Occupancy, whichever is sooner, the Contractor shall take every necessary precaution against injury or damage to any part of the work caused by the perils insured by an All Risk policy, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore and make good all injuries or damage to any portion of the work occasioned by the perils insured by an All Risk policy before the date of final acceptance and shall bear the risk and expense thereof.
- 7.34.2 After the Project Acceptance Date or Beneficial Occupancy, whichever is sooner, the Contractor shall be relieved of maintaining and protecting the work except for those portions of the work which have not been accepted including Punchlist deficiencies.
- 7.34.3 The risk of damage to the work from any hazard or occurrence that may be covered by a required Property Insurance policy is that of the Contractor, unless such risk of loss is placed elsewhere by express language in the Contract Documents. No claims for any loss or damage shall be recognized by the Department, nor will any such loss or damage excuse the complete and satisfactory performance of the Contract by the Contractor.
- 7.35 **GUARANTEE OF WORK**
- 7.35.1 In addition to any required manufacturers warranties, all work and equipment shall be guaranteed by the Contractor against defects in materials, equipment or workmanship for one year from the Project Acceptance Date or as otherwise specified in the Contract Documents.
- 7.35.2 **REPAIR OF WORK.** If, within any guarantee period, repairs or changes are required in connection with the guaranteed work, which in the opinion of the Project Manager is necessary due to materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the Contract, the Contractor shall within five (5) working days and without expense to the Department commence to:

- 7.35.2.1 Place in satisfactory condition in every instance all such guaranteed work and correct all defects therein; and
- 7.35.2.2 Make good and repair or replace to new or pre-existing condition all damages to the building, facility, work or equipment or contents thereof, resulting from such defective materials, equipment or installation thereof.
- 7.35.3 MANUFACTURER'S AND INSTALLER'S GUARANTEE. Whenever a manufacturer's or installer's guarantee on any product specified in the respective Specification sections, exceeds one year, this guarantee shall become part of this contract in addition to the Contractor's guarantee. Contractor shall complete the guarantee forms in the name of the Department and submit such forms to the manufacturer within such time required to validate the guarantee. Contractor shall submit to the Department a photocopy of the completed guarantee form for the Department's record as evidence that such guarantee form was executed by the manufacturer.
- 7.35.4 If a defect is discovered during a guarantee period, all repairs and corrections to the defective items when corrected shall again be guaranteed for the original full guarantee period. The guarantee period shall be tolled and suspended for all work affected by the defect. The guarantee period for work affected by the defect shall restart for its remaining duration upon confirmation by the Project Manager that the deficiencies have been repaired or remedied.
- 7.36 WORK OF AND CHARGES BY UTILITIES
- 7.36.1 The Contractor shall be responsible for scheduling and coordinating the work with the utility companies and applicable governmental agencies for permanent service installation and connections or modifications to existing utilities. The Contractor shall make available all portions of the work necessary for the utility companies to do their work. The Department shall not bear the risk of any damage to the contract work caused by any utility company, and work of repairing such damage and delay costs must be resolved between the Contractor, the utility company, and their insurers.
- 7.36.2 Unless stated as an allowance item to be paid by the Contractor, the Department will pay the utility companies and applicable governmental agencies directly for necessary modifications and connections. Contractor charges for overhead, supervision, coordination, profit, insurance and any other incidental expenses shall be included in the Contractor's Bid whether the utility is paid directly by the Department or by an allowance item in the Contract.
- 7.37 RIGHT TO AUDIT RECORDS
- 7.37.1 The STATE may, at reasonable times and places, audit the books and records of the CONTRACTOR, prospective contractor, subcontractor or prospective subcontractor which are related to the cost or pricing data, and a State contract, including subcontracts, other than a firm fixed-price contract. The Contractor and subcontractor(s) shall maintain the books and records for a period of four (4) years from the date of final payment under the Contract.
- 7.37.2 The Contractor shall ensure that its subcontractors comply with this requirement and shall bear all costs (including attorney's fees) of enforcement in the event of its subcontractor's failure or refusal to fully cooperate.
- 7.37.3 Additionally, Sections 231-7, 235-108, 237-39 and other HRS chapters through reference, authorize the Department of Taxation to audit all taxpayers conducting business within the State. Contractors

must make available to the Department of Taxation all books and records necessary to verify compliance with the tax laws.

7.38 RECORDS MAINTENANCE, RETENTION AND ACCESS

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

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

7.38.3 The right of access shall not be limited to the required retention period but shall last as long as the records are retained. The Contractor and subcontractor shall maintain and retain all books and records related to the Contractor and subcontractor's performance of services under this Contract, including any cost or pricing data for three (3) years from the date of final payment, except that if any litigation, claim, negotiation, investigation, audit or other action involving the books and records has been started before the expiration of the three (3) year period, the Contractor and subcontractors shall retain the books and records until completion of the action and resolution of all issues that arise from it, or until the end of the three (3) year retention period, whichever occurs later. Furthermore, it shall be the Contractor's responsibility to enforce compliance with this provision by any subcontractor.

7.39 COST OR PRICING DATA. Cost or pricing data must be submitted to the Agency purchasing officer and timely certified as accurate for contracts over \$100,000 unless the contract is for a multiple-term or as otherwise specified by the procurement officer. Unless otherwise required by the Agency procurement officer, cost or pricing data submission is not required for Contracts awarded pursuant to competitive sealed bid procedures. If certified cost or pricing data are subsequently found to have been inaccurate, incomplete, or noncurrent as of the date stated in the certificate, the STATE is entitled to an adjustment of the contract price, including profit or fee, to exclude any significant sum by which the price, including profit or fee, was increased because of the defective data. It is presumed that overstated cost or pricing data increased the contract price in the amount of the defect plus related overhead and profit or fee. Therefore, unless there is a clear indication that the defective data was not used or relied upon, the price will be reduced in such amount.

7.39.1 AUDIT OF COST OR PRICING DATA. When cost or pricing principles are applicable, the STATE may require an audit of cost or pricing data.

7.40 CONFIDENTIALITY OF MATERIAL

7.40.1 All material given to or made available to the CONTRACTOR by virtue of this Contract, which is identified as proprietary or confidential information, will be safeguarded by the CONTRACTOR and

shall not be disclosed to any individual or organization without the prior written approval of the STATE.

- 7.40.2 All information, data, or other material provided by the CONTRACTOR to the STATE shall be subject to the Uniform Information Practices Act, chapter 92F, HRS.
- 7.41 PUBLICITY. The CONTRACTOR shall not refer to the STATE, or any office, agency, or officer thereof, or any State employee, including the head of the purchasing agency, the Chief Procurement Officer, the Director, the Agency procurement officer, or to the services or goods, or both, provided under this Contract, in any of the CONTRACTOR's brochures, advertisements, or other publicity of the CONTRACTOR. All media contacts with the CONTRACTOR about the subject matter of this Contract shall be referred to the Agency procurement officer.
- 7.42 OWNERSHIP RIGHTS AND COPYRIGHT. The STATE shall have complete ownership of all material, both finished and unfinished which is developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Contract, and all such material shall be considered "works made for hire." All such material shall be delivered to the STATE upon expiration or termination of this Contract. The STATE, in its sole discretion, shall have the exclusive right to copyright any product, concept, or material developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Contract.
- 7.43 GOVERNING LAW. The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, shall be governed by the laws of the State of Hawaii. Any action at law or in equity to enforce or interpret the provisions of this Contract shall be brought in a state court of competent jurisdiction in Honolulu, Hawaii.
- 7.44 SEVERABILITY. In the event that a court declares any provision of this Contract invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this Contract.
- 7.45 WAIVER. The failure of the STATE to insist upon the strict compliance with any term, provision, or condition of this Contract, shall not constitute or be deemed to constitute a waiver or relinquishment of the STATE's right to enforce the same in accordance with this Contract. The fact that the STATE specifically refers to one provision of the Procurement Rules or one section of the Hawaii Revised Statutes, and does not include other provisions or statutory sections in this Contract shall not constitute a waiver or relinquishment of the STATE's rights or the CONTRACTOR's obligations under the Procurement Rules or statutes.
- 7.46 UTILITIES AND SERVICES
- 7.46.1 Where its operations are next to or near properties of utility companies or other property, the CONTRACTOR shall not start work until the CONTRACTOR makes arrangements necessary for the protection of said property.
- 7.46.2 The CONTRACTOR shall cooperate, coordinate and schedule its work to suit the owners of underground or overhead utility lines or other property in removing or altering such lines or providing new services in order for the work to progress according to the contract. Cooperation includes rearranging the CONTRACTOR's operations and normal work schedules and realignment of work as approved by the Department in order to accommodate the operations and work of the utilities and/or other property in and around the work site at no additional cost to the Department.

- 7.46.3 The CONTRACTOR shall contact all the various utility companies before the start of the work to ascertain any existing utilities and to develop a full understanding of the utility requirements with respect to this project. The CONTRACTOR shall furnish the Project Manager with evidence that the CONTRACTOR has contacted the utility companies.
- 7.46.4 If the CONTRACTOR discovers that the existence and location of utilities in the contract plans are not correct, the CONTRACTOR shall not disturb the utilities and immediately notify the Project Manager. The Project Manager will advise the CONTRACTOR regarding actions to take.
- 7.46.5 The CONTRACTOR shall ascertain the exact location and depth of utilities within the project area. The CONTRACTOR shall mark such locations to warn workers or equipment operators of their existence and location. The CONTRACTOR shall be responsible to acquaint personnel working near utilities with the type, size, location and depth of the utilities and the consequences that might result from disturbances. The CONTRACTOR shall not start trenching or start similar operations until the CONTRACTOR has taken reasonable and appropriate precautions to protect the utilities.
- 7.46.6 Any utilities or other property that the CONTRACTOR encounters during the progress of the work, such as telephone ducts, electric ducts, water lines, sewer lines, electric lines and drainage pipes, whether shown or not on the contract plans, shall not be disturbed or damaged unless otherwise instructed in the plans and specifications.
- 7.46.7 In the event the utilities or other property are damaged or disturbed by the CONTRACTOR, the CONTRACTOR shall be liable for all such damage where the utilities or other property are:
- (a) Shown on the plan in its actual or approximate location; or
 - (b) Exposed on the job as it progresses; or
 - (c) Pointed out to the CONTRACTOR in the field.
- 7.46.8 Such utilities or other property as described above shall be “known utilities or other property.” If the CONTRACTOR encounters an unknown utility or other property, it shall not proceed until it has notified the Project Manager and receives instructions. If the Project Manager directs additional work, it shall be paid for under Section 4.2, CHANGES.
- 7.46.9 The CONTRACTOR shall repair and restore to pre-damaged condition any utilities or any other property it may damage, and it shall be liable for any and all resulting damage at no cost to the Department, the work or utility owner or property owner. Any damage claim due to the disruption of service caused by the utilities being damaged shall be paid by the CONTRACTOR who shall defend, indemnify and hold harmless the Department from all suits, actions or claims of any character brought on account of such damages, whether or not the Department may have been partially at fault. Public liability and property damage insurance to be obtained by the CONTRACTOR pursuant to Section 7.3 INSURANCE REQUIREMENTS shall cover such risk of damage.
- 7.46.10 In the event the CONTRACTOR simultaneously with the discovery of an unknown utility or other property damages that utility or other property, the CONTRACTOR shall not be held liable beyond the extent of the CONTRACTOR’s liability insurance but shall immediately notify the Project Manager. Upon instruction from the Project Manager, the CONTRACTOR shall repair all damages and execute a plan for dealing with the damaged utility or other property. This repair work shall be considered additional work as covered in Section 4.2, CHANGES.

~END OF ARTICLE 7~

ARTICLE 8: MEASUREMENT AND PAYMENT

8.1 MEASUREMENT OF QUANTITIES

8.1.1 All work completed under the Contract shall be measured by the Project Manager according to United States standard measures, or as stated in this Contract. The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the contract shall conform to good Managing practice. These measurements shall be considered correct and final unless the Contractor has protested same to the Project Manager and has demonstrated the existence of an error by actual physical measurement before the work has progressed in a manner, which would prohibit a proper check.

8.1.2 All measurements of the area of the various surfaces, pavement and base courses will be made in the horizontal projection of the actual surface and no deductions will be made for fixtures or structures having an area of nine (9) square feet or less. All measurements of headers, curbs, fences and any other type of construction which is to be paid for by its length will be made in the horizontal projection of the actual driven length from toe to top of cutoff, and for piles, which will be by actual length. All materials which are specified for measurement by the cubic yard "Loose Measurement" or "Measured in the Vehicle" shall be hauled in approved vehicles and measured therein at the point of delivery. Approved vehicles for this purpose may be of any type or size satisfactory to the Project Manager, provided that the body is of such type that the actual contents may be readily and accurately determined. Unless all approved vehicles on a job are of a uniform capacity each approved vehicle must bear a plainly legible identification mark indicating the specific approved capacity. The Inspector may reject all loads not hauled in such approved vehicles.

8.2 **NO WAIVER OF LEGAL RIGHTS.** The Project Manager shall not be precluded or estopped by any measurements, estimate or certificate made either before or after the completion and acceptance of the work and payment therefor, from showing the true amount and character of the work performed and materials furnished by the Contractor, or from showing that any such measurement estimate or certificate is untrue or incorrectly made, or rejecting the work or materials that do not conform in fact to the contract. The Project Manager shall not be precluded or estopped, notwithstanding any such measurement, estimate, or certificate and payment in accordance therewith, from recovering from the Contractor and its sureties such damages as the Department may sustain by reason of the Contractor's failure to comply with the terms of the Contract. Neither the acceptance by the Project Manager or any representative of the Project Manager, nor any payment for or acceptance of the whole or any part of the work, nor any extension of time, or any possession taken by the Project Manager, shall operate as a waiver of any portion of the contract, or of any power herein reserved, or any right to damage herein provided. A waiver of any notice requirement or breach of the contract shall not be held to be a waiver of any other notice requirement or subsequent breach.

8.3 PAYMENT FOR ADDITIONAL WORK

8.3.1 Additional work as defined in Section 4.2, **CHANGES**, when ordered, shall be paid for as defined in Section 4.4, **PRICE ADJUSTMENT** by a duly issued change order in accordance with the terms provided therein.

8.3.2 On credit proposals and proposals covering both increases and decreases, the application of overhead and profit shall be on the net change in direct costs for the performance of the work.

8.3.3 When payment is to be made for additional work directed by a Field Order, the total price adjustment as specified in the Field Order or if not specified therein for the work contained in the related change

order shall be considered full compensation for all materials, labor, insurance, taxes, equipment use or rental and overheads, both field and home office including extended home and branch office overhead and other related delay impact costs.

8.3.4 FORCE ACCOUNT METHOD. When, for the convenience of the Department, payment is to be made by the Force Account method, all work performed or labor and materials and equipment furnished shall be paid for as described below. Payment by the Force Account method will not alter any rights, duties and obligations under the contract.

8.3.4.1 LABOR. For all hourly workers, the Contractor will receive the rate of wage including fringe benefits when such amounts are required by collective bargaining agreement or other employment contract generally applicable to the classes of labor employed on the work, which shall be agreed upon in writing before beginning work for each and every hour that said labor is actually engaged in said work.

- (a) All markups for overhead and profit shall be added subject to limitations established in Section 4.5, ALLOWANCES FOR OVERHEAD AND PROFIT.
- (b) No allowance for overtime compensation will be given without the written approval of the Project Manager prior to performance of such work.

8.3.4.2 INSURANCE AND TAXES. The Contractor and subcontractor(s) will also receive the actual additional costs paid for property damage, liability, worker's compensation insurance premiums, State unemployment contributions, Federal unemployment taxes, social security and Medicare taxes.

8.3.4.3 MATERIALS. For materials accepted by the Project Manager and used, the Contractor and subcontractor(s) shall receive the actual cost of such materials delivered and incorporated into work, plus a markup allowed under Section 4.5, ALLOWANCES FOR OVERHEAD AND PROFIT.

8.3.4.4 SUBCONTRACTORS. Subcontractor costs shall be the actual costs of the subcontractor marked up as defined in this Section 8.3, PAYMENT FOR ADDITIONAL WORK plus a markup allowed under Section 4.5, ALLOWANCES FOR OVERHEAD AND PROFIT.

8.3.4.5 EQUIPMENT

- (a) For machinery or special equipment (other than small tools as herein defined in Subsection 8.3.4.5.(h) owned or leased by the Contractor or a related entity, the use of which has been authorized by the Project Manager:
 - (1) The Contractor will be paid at the per-hour rental rates based on the monthly rate established for said machinery or equipment in the then-current edition of the Rental Rate Blue Book for Construction Equipment including the estimated operating cost per hour and regional correction provided therein.
 - (2) If no rate is listed for a particular kind, type or size of machinery or equipment, then the monthly, hourly rates shall be as agreed upon in writing by the Contractor and the Project Manager prior to the use of said machinery or equipment. If there is no agreement, the Project Manager will set a rate. The Contractor may contest the rate pursuant to Section 7.25, DISPUTES AND CLAIMS.
 - (3) Rental rates which are higher than those specified in the aforesaid Rental Rate Blue Book publication may be allowed where such higher rates can be justified by job conditions such as work in water and work on lava, etc. Request for such higher rates shall be submitted in writing to the Project Manager for approval prior to the use of the machinery or equipment in question.

- (b) For machinery or special equipment [other than small tools as herein defined in clause 8.3.4.5 (h)] rented by the Contractor or a related entity specifically for the Force Account work, the use of which has been authorized by the Project Manager, the Contractor will be paid the actual rental cost for the machinery or equipment, including mobilization and demobilization costs. A receipt from the equipment supplier shall be submitted to the Project Manager.
- (c) For machinery or special equipment [other than small tools as herein defined in clause 8.3.4.5 (h)] rented by the Contractor or a related entity for use in the project, but which will also be used for the Force Account work, the use of which has been authorized by the Project Manager, the Contractor will be paid the actual rental cost for the machinery or equipment. No additional mobilization and demobilization costs will be paid. A receipt from the equipment supplier shall be submitted to the Project Manager.
- (d) The rental rate for trucks not owned by the Contractor shall be those as established under the Hawaii State Public Utilities Commission, which will be paid for as an equipment item pursuant to Subsection 8.3.4.5, EQUIPMENT. Rental rates for Contractor owned trucks not listed in the Rental Rate Blue Book shall be agreed upon in writing by the Contractor and Project Manager prior to the use of said trucks. If there is no agreement, the Project Manager shall set the rate. The Contractor may contest the rate pursuant to Section 7.25, DISPUTES AND CLAIMS.
- (e) The rental period shall begin at the time equipment reaches the site of work, shall include each day that the machinery or equipment is at the site of the work and shall terminate at the end of the day on which the equipment is no longer needed. In the event the equipment must standby due to work being delayed or halted by reason of design, traffic, or other related problems uncontrollable by the Contractor, excluding Saturdays, Sundays and Legal Holidays, unless the equipment is used to perform work on such days, the rental shall be two (2) hours per day until the equipment is no longer needed.
 - (1) The rental time to be paid will be for the time actually used. The Project Manager prior to the performance of such work must approve any hours or operation in excess of eight (8) hours in any one (1) day.
 - (2) Rental time will not be allowed or credited for any day on which machinery or equipment is inoperative due to its breakdown. On such days, the Contractor will be paid only for the actual hours, if any, that the machinery or equipment was in operation.
 - (3) In the event the Force Account work is completed in less than eight (8) hours, equipment rental shall nevertheless be paid for a minimum eight (8) hours.
 - (4) For the purpose of determining the rental period the continuous and consecutive days shall be the normal eight (8) hour shift work day, Monday through Friday excluding legal holidays. Any work day to be paid less than eight (8) hours shall not be considered as continuous, except for equipment removed from rental for fuel and lubrication.
 - (5) No additional premium beyond the normal rates used will be paid for equipment over eight (8) hours per day or forty (40) hours per week.
- (f) All rental rates for machinery and equipment shall include the cost of fuel, oil, lubricants, supplies, small tools, necessary attachments, repairs, maintenance, tire wear, depreciation, storage, and all other incidentals.

- (g) All machinery and equipment shall be in good working condition and suitable for the purpose for which the machinery and equipment is to be used.
- (h) Individual pieces of equipment or tools having a replacement value of \$2,000 (two thousand dollars) or less, whether or not consumed by use, shall be considered to be small tools and included in the allowed markup for overhead and profit and no separate payment will be made therefor.
- (i) The total of all Force Account rental charges accrued over the duration of the contract for a specific item of equipment shall not exceed the replacement cost of that equipment.
 - (1) The Contractor shall provide the cost of replacement to the Project Manager prior to using the equipment. If the Project Manager does not agree with the replacement cost, the Project Manager shall set the replacement cost. The Contractor may contest the replacement cost pursuant to Section 7.25, DISPUTES AND CLAIMS.
- (j) Should the item of equipment be rented from an unrelated entity, the rental cost will be treated as equipment cost under Subsection 8.3.4.5, EQUIPMENT.
- (k) Transportation and/or Mobilization: The following provisions shall govern in determining the compensation to be paid to the Contractor for use of equipment or machinery on the Force Account method:
 - (1) The Project Manager shall approve the location from which the equipment is to be moved or transported.
 - (2) Where the equipment must be transported to the site of the Force Account work, the Department will pay the reasonable cost of mobilizing and transporting the equipment, including its loading and unloading, from its original location to the site of Force Account work. Upon completion of the work the Department will pay the reasonable cost of mobilizing and transporting the equipment back to its original location or to another location, whichever cost is less.
 - (3) The cost of transporting the equipment shall not exceed the rates established by the Hawaii State Public Utilities Commission. If such rates are nonexistent, then the rates will be determined by the Project Manager based upon the prevailing rates charged by established haulers within the locale.
 - (4) Where the equipment is self-propelled, the Department will pay the cost of moving the equipment by its own power from its original location to the site of the Force Account work. Upon completion of the work the Department will pay the reasonable cost of moving of the Equipment back to its original or another location, whichever cost is less.
 - (5) At the discretion of the Project Manager, when the Contractor desires to use such equipment for other than Force Account work, the costs of mobilization and transportation shall be prorated between the Force Account and non- Force Account work.
- (l) Pickup trucks, vans, storage trailers, unless specifically rented for the Force Account work, shall be considered incidental to the Force Account work and the costs therefor are included in the markup allowed under Section 4.5, ALLOWANCES FOR OVERHEAD AND PROFIT.

- 8.3.4.6 STATE EXCISE (GROSS INCOME) TAX AND BOND. A sum equal to the current percentage rate for the State excise (Gross Income) tax on the total sum determined in Subsections 8.3.4.1, 8.3.4.2, 8.3.4.3 and 8.3.4.4 above, and the bond premium shall be added as compensation to the Contractor. The actual bond premium not to exceed one percent (1%) shall be added to items covered by Subsections 8.3.4.1, 8.3.4.2, 8.3.4.3 and 8.3.4.4 when applicable.
- (a) The compensation as determined in Subsections 8.3.4.1, 8.3.4.2, 8.3.4.3, 8.3.4.4 and 8.3.4.5 above shall be deemed to be payment in full for work paid on a Force Account basis.
- 8.3.4.7 RECORDS. The Contractor and the Project Manager shall compare records of the labor, materials and equipment rentals paid by the Force Account basis at the end of each day. These daily records, if signed by both parties, shall thereafter be the basis for the quantities to be paid for by the Force Account method. The Contractor shall not be entitled to payment for Force Account records not signed by the Project Manager.
- 8.3.4.8 STATEMENTS. No payment will be made for work on a Force Account basis until the Contractor has submitted to the Project Manager, duplicate itemized statements of the cost of such Force Account work detailed as follows:
- (a) Laborers. Name, classification, date, daily hours, total hours, rate, and extension for each laborer and foreman and also the amount of fringe benefits payable if any.
- (b) Equipment. Designation, dates, daily hours, total hours, rental rate, and extension for each unit of machinery and equipment.
- (c) Materials:
- (1) Quantities of materials, prices and extensions.
- (2) Costs of transporting materials, if such cost is not reflected in the prices of the materials.
- (3) Statements shall be accompanied and supported by receipted invoices for all materials used and transportation charges. However, if materials used on the Force Account work are not specifically purchased for such work but are taken from the Contractor's stock, then in lieu of the invoices the Contractors shall submit an affidavit certifying that such materials were taken from stock and that the amount claimed represents the actual cost to the Contractor.
- (d) Insurance. Cost of property damage, liability and worker's compensation insurance premiums, unemployment insurance contributions, and social security tax.

8.4 PROGRESS AND/OR PARTIAL PAYMENTS

- 8.4.1 PROGRESS PAYMENTS. The Contractor will be allowed progress payments on a monthly basis upon preparing the Monthly Payment Application forms and submitting the originals to the Project Manager. The monthly payment shall be based on the items of work satisfactorily completed and the value thereof at unit prices and/or lump sum prices set forth in the contract as determined by the Project Manager and will be subject to compliance with Section 7.9, PAYROLLS AND PAYROLL RECORDS.
- 8.4.1.1 ORIGINAL INVOICES REQUIRED. All payments under this Contract shall be made only upon submission by the CONTRACTOR of original invoices specifying the amount due and certifying that services requested under the Contract have been performed by the CONTRACTOR according to the Contract.
- 8.4.1.2 SUBJECT TO AVAILABLE FUNDS. Such payments are subject to availability of funds and allotment by the Director of Finance in accordance with chapter 37, HRS. Further, all payments shall be made in accordance with and subject to chapter 40, HRS.

- 8.4.2 In the event the Contractor or any Subcontractor fails to submit certified copies of payrolls in accordance with the requirements of Section 7.9, PAYROLLS AND PAYROLL RECORDS, the Project Manager may retain the amount due for items of work for which payroll affidavits have not been submitted on a timely basis notwithstanding satisfactory completion of the work until such records have been duly submitted. The Contractor shall not be due any interest payment for any amount thus withheld.
- 8.4.3 PARTIAL PAYMENT FOR MATERIALS. The Contractor will also be allowed partial payments to the extent of ninety percent (90%) of the manufacturer's, supplier's, distributor's or fabricator's invoice cost of accepted materials to be incorporated in the work on the following conditions:
- 8.4.3.1 The materials are delivered and properly stored at the site of the work; or
- 8.4.3.2 For special items of materials accepted by the Project Manager, the materials are delivered to the Contractor or subcontractor(s) and properly stored in an acceptable location within a reasonable distance to the site of the work.
- 8.4.4 Partial payments shall be made only if the Project Manager finds that:
- 8.4.4.1 The Contractor has submitted bills of sale for the materials or otherwise demonstrates clear title to such materials.
- 8.4.4.2 The materials are insured for their full replacement value to the benefit of the Department against theft, fire, damages incurred in transportation to the site, and other hazards.
- 8.4.4.3 The materials are not subject to deterioration.
- 8.4.4.4 In case of materials stored off the project site, the materials are not commingled with other materials not to be incorporated into the project.
- 8.4.5 FEDERAL FUNDS. If this Contract is payable in whole or in part from federal funds, Contractor agrees that, as to the portion of the compensation under this Contract to be payable from federal funds, the Contractor shall be paid only from such funds received from the federal government, and shall not be paid from any other funds.
- 8.4.6 Final Payment Requirements (§3-122-112, HAR). Upon receipt of the Contractor's invoice for final payment, the Department shall verify compliance with Section 103D-328 HRS via Hawaii Compliance Express (HCE).
- 8.5 PROMPT PAYMENT (§3-125-23 HAR)
- 8.5.1 Any money, other than retainage, paid to the CONTRACTOR shall be dispersed to subcontractors within ten days after receipt of the money in accordance with the terms of the subcontract; provided that the subcontractor has met all the terms and conditions of the subcontract and there are no bona fide disputes; and
- 8.5.2 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.

- 8.5.3 FILING NON-PAYMENT COMPLAINT. Subcontractors and material suppliers may file in writing a complaint with the Chairman regarding non-payment by the Contractor. Such complaint shall include:
- 8.5.3.1 The amount past due for work performed and already paid for by the Department;
 - 8.5.3.2 That all the terms, conditions or requirements of its subcontract have been met; and
 - 8.5.3.3 That no bona fide dispute over its performance exists. The Department will investigate the validity of the complaint.
- 8.5.4 The Department may withhold from future progress payments amounts to cover any sums paid to the Contractor for work performed by a subcontractor if the Department finds that the subcontractor complaint regarding non-payment by the Contractor has merit.
- 8.5.5 If the Project Manager determines that the Contractor failed to make prompt payment required to a subcontractor or material supplier with whom it has no bona fide dispute, the Project Manager shall inform the Contractor of the findings and request the Contractor make payment accordingly. If the Contractor does not act promptly, the Project Manager shall take appropriate action as allowed under this Contract and/or refer the matter to the Contractor Licensing Board for appropriate action under Section 444-17, Hawaii Revised Statutes regarding the Revocation, Suspension and Renewal of (Contractor) Licenses and/or initiate a petition for debarment of the Contractor from bidding on other Department jobs.
- 8.6 RETAINAGE
- 8.6.1 The Department will retain five percent (5%) of the total amount of progress and / or partial payments until after completion of the entire Contract in an acceptable manner at which time this balance, less any previous payments, will be certified and paid to the Contractor. After fifty percent (50%) of the work is completed and progress is satisfactory, no additional sum will be withheld. If progress is not satisfactory, the Department may continue to withhold retainage sums not exceeding five percent (5%) of the amount due the Contractor.
- 8.6.1.1 Contractor may withhold from amounts due its subcontractors, only the same percentage of retainage as that of the Contractor, and only if its subcontractors have provided valid performance and payments bonds or other bond or collateral acceptable to the Contractor.
 - 8.6.1.2 Contractor or Subcontractor may negotiate with, and retain from its respective subcontractors, a different retainage percentage which cannot exceed ten percent (10%).
- 8.6.2 The retainage shall not include sums deducted as liquidated damages from monies due or that may become due the Contractor under the Contract.
- 8.7 WARRANTY OF CLEAR TITLE. The Contractor warrants and guarantees that all work and materials covered by progress or partial payments made thereon shall be free and clear of all liens, claims, security interests or encumbrances, and shall become the sole property of the Department. This provision shall not, however, be construed as an acceptance of the work nor shall it be construed as relieving the Contractor from the sole responsibility for all materials and work upon which payments have been made or the restoration of any damaged work, or as waiving the right of the Department to require the fulfillment of all the items of the Contract.

- 8.7.1 LIENS AND WARRANTIES. Goods provided under this Contract shall be provided free of all liens and provided together with all applicable warranties, or with the warranties described in the Contract documents, whichever are greater.
- 8.8 FINAL PAYMENT
- 8.8.1 Upon final payment to the CONTRACTOR, full payment to the subcontractor, including retainage, shall be made within ten days after receipt of the money; provided that there are no bona fine disputes over the subcontractor's performance under the subcontract.
- 8.8.2 Sums necessary to meet any claims of any kind by the Department may be retained from the sums due the Contractor until said claims have been fully and completely discharged or otherwise satisfied.
- 8.9 STATE'S RIGHT TO OFFSET. The STATE may offset against any monies or other obligations the STATE owes to the CONTRACTOR under this Contract, any amounts owed to the State of Hawaii by the CONTRACTOR under this Contract or any other Contracts or pursuant to any law or other obligation owed to the State of Hawaii by the CONTRACTOR, including, without limitation, the payment of any taxes or levies of any kind or nature. The STATE will notify the CONTRACTOR in writing of any offset and the nature of such offset. For purposes of this Subsection, amounts owed to the State of Hawaii shall not include debts or obligations which have been liquidated, agreed to by the CONTRACTOR, and are covered by an installment payment or other settlement plan approved by the State of Hawaii, provided, however, that the CONTRACTOR shall be entitled to such exclusion only to the extent that the CONTRACTOR is current with, and not delinquent on, any payments or obligations owed to the State of Hawaii under such payment or other settlement plan.

~END OF ARTICLE 8~

NOTICE OF INTENTION TO BID

Date: _____

Ms. Jobie M.K. Masagatani, Chairman
Hawaiian Homes Commission
DEPARTMENT OF HAWAIIAN HOME LANDS
91-5420 Kapolei Parkway
Kapolei, Hawaii 96707

Attention: Darrell Ing, Land Development Division
Notice of Intention to Bid due June 18 , 2015.

Gentlemen:

In accordance with the provisions of Section 103D-310, Hawaii Revised Statutes and Hawaii Administrative Rules 3-122-111, it is the intention of the undersigned to bid on IFB No. IFB-15-HHL-023, Kanehili Sound/ Safety Wall, East Kapolei, Oahu, State of Hawaii, for which bids will be opened on **2:00 p.m., June 26, 2015.**

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

	e-mail address

Respectfully submitted,

Signature

Print Name and Title

Date: _____

Gentlemen:

The Department of Hawaiian Home Lands acknowledges on this date above, receipt of your Notice of Intention to Bid on IFB-15-HHL-023.

Darrell Ing, Project Manager
Land Development Division

SAMPLE

STATE OF HAWAII STANDARD QUALIFICATION QUESTIONNAIRE FOR OFFERORS

issued by the

PROCUREMENT POLICY BOARD

STATE OF HAWAII

June 16, 2003

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

Submitted By _____

Address _____

Date _____

STANDARD QUALIFICATION QUESTIONNAIRE

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

GENERAL INFORMATION

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

(a) Project Title _____

(b) Location _____

(c) Bid Opening Date _____

2. The Questionnaire is being submitted in behalf of:

(a) Name of Offeror _____

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

(b) Address _____

(c) Telephone No. _____

(d) Date Submitted _____

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

(a) Members of joint Venture _____

(b) Date of Joint Venture Agreement _____

(c) Is agreement between members comprising the joint venture joint and several liability? _____
If not, state the terms of agreement in this respect: _____

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

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

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

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

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

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

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

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

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

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

EQUIPMENT QUESTIONNAIRE

Submitted by _____

- A Corporation
- A Partnership
- An Individual

Principal Office _____

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

1. In what manner have you inspected this proposed work? Explain in detail. _____

2. Explain your plan or layout for performing the proposed work. _____

3. The work, if awarded to you, will have the personal supervision of whom?

4. Do you intend to do the hauling on the proposed work with your own force? _____ If so, give amount and type of equipment to be used. _____

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

6. Do you intend to do grading on the proposed work with your own forces? _____ If so, give type of equipment to be used _____

FINANCIAL STATEMENT

Submitted by _____

Principal Office _____

- A Corporation
- A Partnership
- An Individual

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

BALANCE SHEET

As of _____, 20_____

Assets

Current assets:

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

Property and equipment:

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

Other assets:

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

Total Assets: \$ _____

BALANCE SHEET (Continued)

Liabilities and Stockholder's Equity

Current liabilities:

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

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

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

Stockholder's equity:

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

Total Liabilities and Stockholder's Equity \$ _____

DETAILS RELATIVE TO ASSETS

(1) Cash and cash equivalents:

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

(2) Short-term investments:

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

(3) Accounts receivable (list major debtors):

Completed contracts

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

Other than completed contracts

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

(4) Inventories

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

DETAILS RELATIVE TO ASSETS (Continued)

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

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

(6) Prepaid expenses and other

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

(7) Land

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

(8) Buildings

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

(9) Vehicles, machinery and equipment

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

(10) Furniture and fixtures

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

DETAILS RELATIVE TO ASSETS (Continued)

(11) Cash surrender value of life insurance policies

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

(12) Deposits and other

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

DETAILS RELATIVE TO LIABILITIES AND STOCKHOLDER'S EQUITY

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

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

(2) Accounts payable (list major creditors)

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

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

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

(4) Accrued liabilities and other

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

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

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

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

(6) Capital stock

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

(7) Additional paid-in capital

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

(8) Treasury stock

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

STATEMENTS OF INCOME AND RETAINED EARNINGS

For the Years Ended _____, 20____ and 20 ____

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

If a corporation, answer this: Capital paid in cash, \$ _____ When Incorporated _____ In what State _____ Date registered in Hawaii _____ President's name _____ Vice-President's name _____ Secretary's name _____ Treasurer's name _____	If a partnership, answer this: Date of organization _____ Date registered in Hawaii _____ State whether partnership is general or limited _____ <table border="1" style="width: 100%;"> <thead> <tr> <th style="width: 80%;">Name and address of partners:</th> <th style="width: 20%;">Age</th> </tr> </thead> <tbody> <tr><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td></tr> </tbody> </table>	Name and address of partners:	Age	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
Name and address of partners:	Age												
_____	_____												
_____	_____												
_____	_____												
_____	_____												
_____	_____												

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

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

Affidavit for Individual

STATE OF HAWAII
 COUNTY OF _____

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

Sworn to before me this _____ day of _____ 20____ (Applicant must also sign here)

 Notary Public

Affidavit for Partnership

STATE OF HAWAII
 COUNTY OF _____

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

Sworn to before me this _____ day of _____ 20____ (Members of firm must also sign here)

 Notary Public

Affidavit for Corporation

STATE OF HAWAII
 COUNTY OF _____

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

Sworn to before me this _____ day of _____ 20____ (Officer must also sign here)

 Notary Public

Corporate Resolution Form

CORPORATE RESOLUTION
(Name of Corporation - Use Letterhead)

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

(address)

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

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

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

Secretary

(Names and Addresses of:)
President
Vice President
Secretary

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 Oblige 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 Oblige 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**

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**

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**



**STATE OF HAWAII
STATE PROCUREMENT OFFICE**

CERTIFICATION FOR HAWAII PRODUCT PREFERENCE

1. Legal Name of the company whose product is mined, excavated, produced, manufactured, raised or grown in the state of Hawaii Requester: _____	2. dba: _____ 3. Hawaii General Excise Tax Number: _____
4. Address	5. Email Address
6. Contact Person	7. Phone

Submit one (1) form for each product.

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

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

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

11. Product is certified an agricultural, aquacultural, horticultural, silvicultural, floricultural, or livestock product raised, grown, or harvested in the state of Hawaii.
 Yes or No

12	Definition: "Hawaii Input" is the part of the product cost attributable to production, manufacturing, or other expenses arising within the state of Hawaii. Fill in every line in column s A, B, & C	A Hawaii Input	B Non- Hawaii input	C Total A + B
a	Cost to mine, excavate, produce, manufacture, raise, or grow the materials in the state of Hawaii.	\$_____ per unit	\$_____ per unit	\$_____ per unit
b	The added value of that portion of the cost of imported materials incurred after landing in the state of Hawaii, including but not limited to other articles, materials, and supplies, added to the imported materials.	\$_____ per unit	\$_____ per unit	\$_____ per unit
c	Cost of labor, variable overhead, utilities, and services, incurred in the production and manufacturing of materials or products in the state of Hawaii	\$_____ per unit	\$_____ per unit	\$_____ per unit
d	Fixed overhead cost and amortization or depreciation cost, if any, for buildings, tools, and equipment situated and located in the state of Hawaii used in the production or manufacturing of a product.	\$_____ per unit	\$_____ per unit	\$_____ per unit
e	Totals	\$_____ per unit (Add Column A)	\$_____ per unit (Add Column B)	\$_____ per unit (Add Colum C)

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

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

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

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

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

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

Signature of Authorized Representative: _____ Date: _____

Print Name of Authorized Representative: _____ Title: _____

GOVERNMENT USE ONLY

APPROVED DISAPPROVED
SPO-038 (Rev. 11/12/10)

Procurement Officer Signature _____

Government Agency _____

**CERTIFICATION OF COMPLIANCE
FOR
EMPLOYMENT OF STATE RESIDENTS
HRS CHAPTER 103B, AS AMENDED BY ACT 192, SLH 2011**

Project Title: _____

Agency Project No: _____

Contract No.: _____

As required by Hawai'i Revised Statutes Chapter 103B, as amended by Act 192, Session Laws of Hawaii 2011—Employment of State Residents on Construction Procurement Contracts, I hereby certify under oath, that I am an officer of _____ and
(Name of Contractor or Subcontractor Company)
for the Project Contract indicated above, _____ was in
(Name of Contractor or Subcontractor Company)
compliance with HRS Chapter 103B, as amended by Act 192, SLH 2011, by employing a workforce of which not less than eighty percent are Hawai'i residents, as calculated according to the formula in the solicitation, to perform this Contract.

I am an officer of the **Contractor** for this contract.

I am an officer of a **Subcontractor** for this contract.

CORPORATE SEAL

(Name of Company)

(Signature)

(Print Name)

(Print Title)

Subscribed and sworn to me before this
____ day of _____, 2011.

Doc. Date: _____ # of Pages _____ 1st Circuit

Notary Name: _____

Doc. Description: _____

Notary Public, 1st Circuit, State of Hawai'i
My commission expires: _____

Notary Signature Date

NOTARY CERTIFICATION

FORM 1

CERTIFICATION OF BIDDER'S PARTICIPATION IN APPROVED APPRENTICESHIP PROGRAM UNDER ACT 17

I. Bidder's Identifying Information			
A. Legal Business Name: _____			
B. Project Bid Title & Reference No.: _____			
C. Contact Person's Name: _____			
1. Phone No.: _____		2. E-Mail: _____	
II. Apprenticeable Trades To Be Employed*	B. Apprenticeship Sponsor*	C. No. Enrolled	D. No. Completed
A. (List)	(One Sponsor Per Form)	(# of apprentices currently enrolled as of bidder's request date)	(# of apprentices who completed the apprenticeship program in the 12 months prior to request date)
1.			
2.			
3.			
4.			
5.			
6.			
III. Bidder's Certification			
I certify that the above information is accurate to the best of my knowledge. I understand that my willful misstatement of facts may cause forfeiture of the preference under Act 17 and may result in criminal action. I give permission for outside sources to be contacted and for them to disclose any information necessary to verify the bidder's preference.			
_____		_____	
A. Name (Type)		B. Title	
_____		_____	
C. Signature (original signature required)		D. Date	
IV. Apprenticeship Sponsor's Contact Information			
A. Training Coordinator's Name: _____			
B. Address: _____			
C. Phone No.: _____		D. E-Mail: _____	E. Fax No: _____
V. Apprenticeship Program Sponsor's Certification			
I certify that the above information is accurate to the best of my knowledge. I understand that my willful misstatement of facts may cause forfeiture of the bidder's preference and may result in criminal action. I give permission for outside sources to be contacted and for them to disclose any information necessary to verify the bidder's preference under Act 17.			
_____		_____	
A. Name of Authorized Official		B. Title	
_____		_____	
C. Signature (original signature required)		D. Date	

* Name of Apprenticeable Trade and Apprenticeship Sponsor must be the *same* as recorded in the List of Construction Trades in Registered Apprenticeship Programs that is posted on the State Department of Labor and Industrial Relations website.

FORM 2

MONTHLY REPORT OF CONTRACTOR'S PARTICIPATION IN APPROVED APPRENTICESHIP PROGRAM UNDER ACT 17

I. Contractor's Identifying Information		II. Reporting Period	
A. Legal Business Name:		A. Month:	B. Year:
B. Project Contract Title & Reference No.:			
C. Contact Person's Name:			
1. Phone No.:		2. E-Mail:	
III. Apprenticeship Program (Complete a separate form for <i>each</i> apprenticeship program in which workers are employed on the project.)			
A. Contractor was a party to an apprenticeship program or programs with the following sponsor: (Give sponsor's name.)*		B. Was the contractor a party to the program during the <i>entire</i> report month?	
		1. Yes <input type="checkbox"/>	
		2. No <input type="checkbox"/> If NO, state applicable period and why (may be subject to sanctions.)	
IV. Contractor's Certification			
I certify that the above information is accurate to the best of my knowledge. I understand that my willful misstatement of facts may cause forfeiture of the preference under Act 17 and may result in criminal action. I give permission for outside sources to be contacted and for them to disclose any information necessary to verify the bidder's preference.			
_____		_____	
A. Name (Type)		B. Title	
_____		_____	
C. Signature (original signature required)		D. Date	
V. Apprenticeship Sponsor's Contact Information			
A. Training Coordinator's Name:			
B. Address:			
C. Phone No.:		D. E-Mail:	E. Fax No.:
VI. Apprenticeship Program Sponsor's Certification			
I certify that the above information is accurate to the best of my knowledge. I understand that my willful misstatement of facts may cause forfeiture of the bidder's preference and may result in criminal action. I give permission for outside sources to be contacted and for them to disclose any information necessary to verify the bidder's preference under Act 17.			
_____		_____	
A. Name of Authorized Official		B. Title	
_____		_____	
C. Signature (original signature required)		D. Date	

* Name of Apprenticeship Sponsor must be the *same* as recorded in the List of Construction Trades in Registered Apprenticeship Programs that is posted on the State Department of Labor and Industrial Relations website.

CONSTRUCTION PLANS

FOR

KANEHILI BARRIER WALL

HONOULIULI, EWA, OAHU, HAWAII

OWNER AND DEVELOPER: DEPARTMENT OF HAWAIIAN HOME LANDS

TAX MAP KEY: 9-1-151:001, 055

TAX MAP KEY: 9-1-152:127, 129, 134, 135, 138, 139, 142, 143, 148-150, 159-161

TAX MAP KEY: 9-1-153:001-013, 194



Community Planning and Engineering, Inc.

Engineering Design | Construction Management | Infrastructure Planning
1286 Queen Emma Street Honolulu, Hawaii

INDEX TO DRAWINGS

SHT. NO.	DWG. NO.	DESCRIPTION
1	T-1	TITLE SHEET
2	C-1	GENERAL NOTES
3	C-2	GENERAL SITE PLAN
4-5	C-3 and C-4	WALL PLAN 1 & 2
6	C-5	WALL PROFILE
7	S-1	GENERAL NOTES & TYPICAL DETAILS
8-9	S-2 and S-3	WALL SECTIONS & SCHEDULE 1 & 2

APPROVED

John W. Meyer

CHAIRMAN, HAWAIIAN HOME COMMISSION
DEPARTMENT OF HAWAIIAN HOME LANDS
STATE OF HAWAII

3/23/15
DATE

J. H. H.

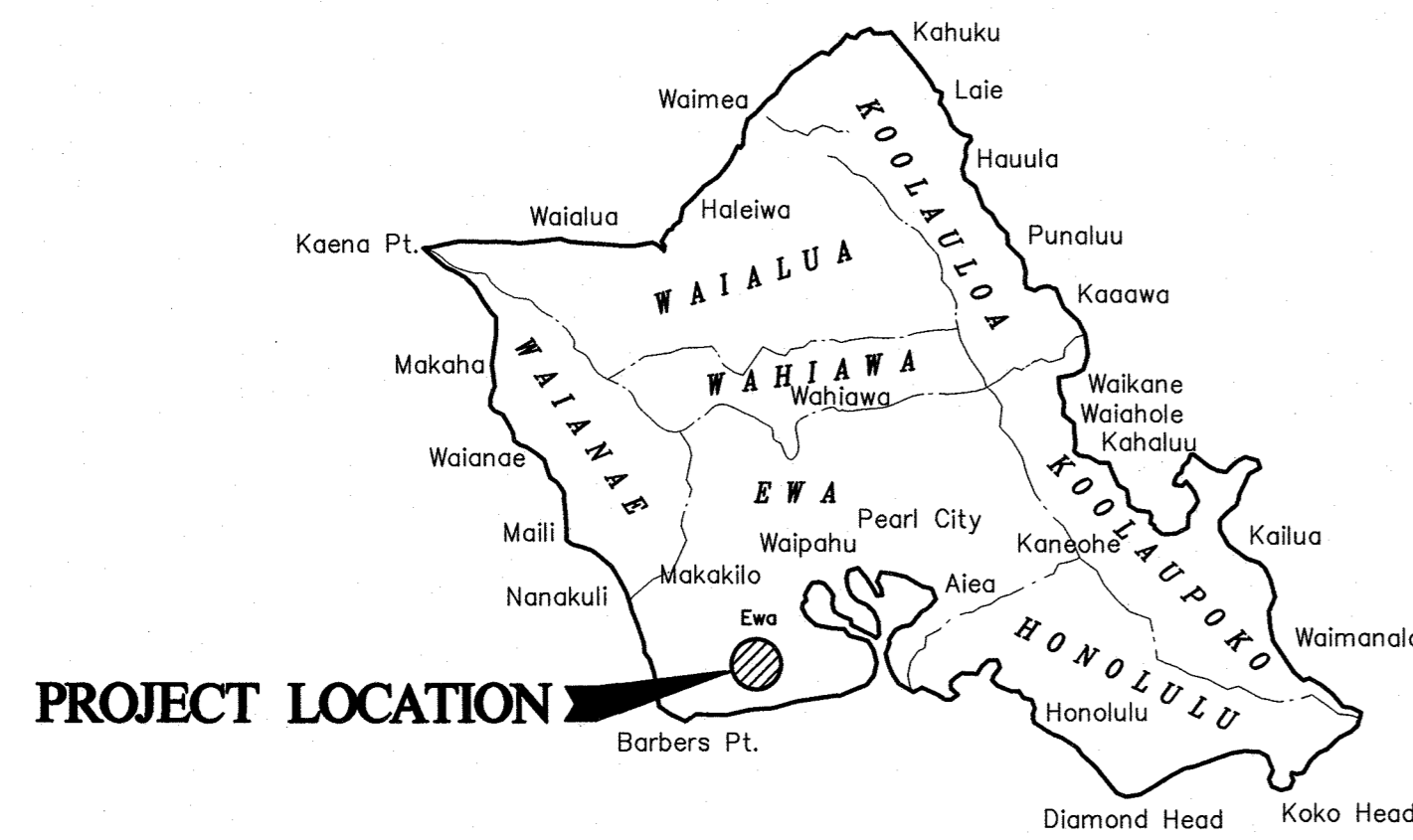
ADMINISTRATOR, HIGHWAYS DIVISION
STATE DEPARTMENT OF TRANSPORTATION (APPROVAL GRANTED FOR
WORK WITHIN STATE RIGHT-OF-WAY ONLY. I.D. NO. 0-14-27
LETTER OF APPROVAL NO. HWY-CM 2-9392 DATED 3/16/15)

3/16/15
DATE

Sam Jones

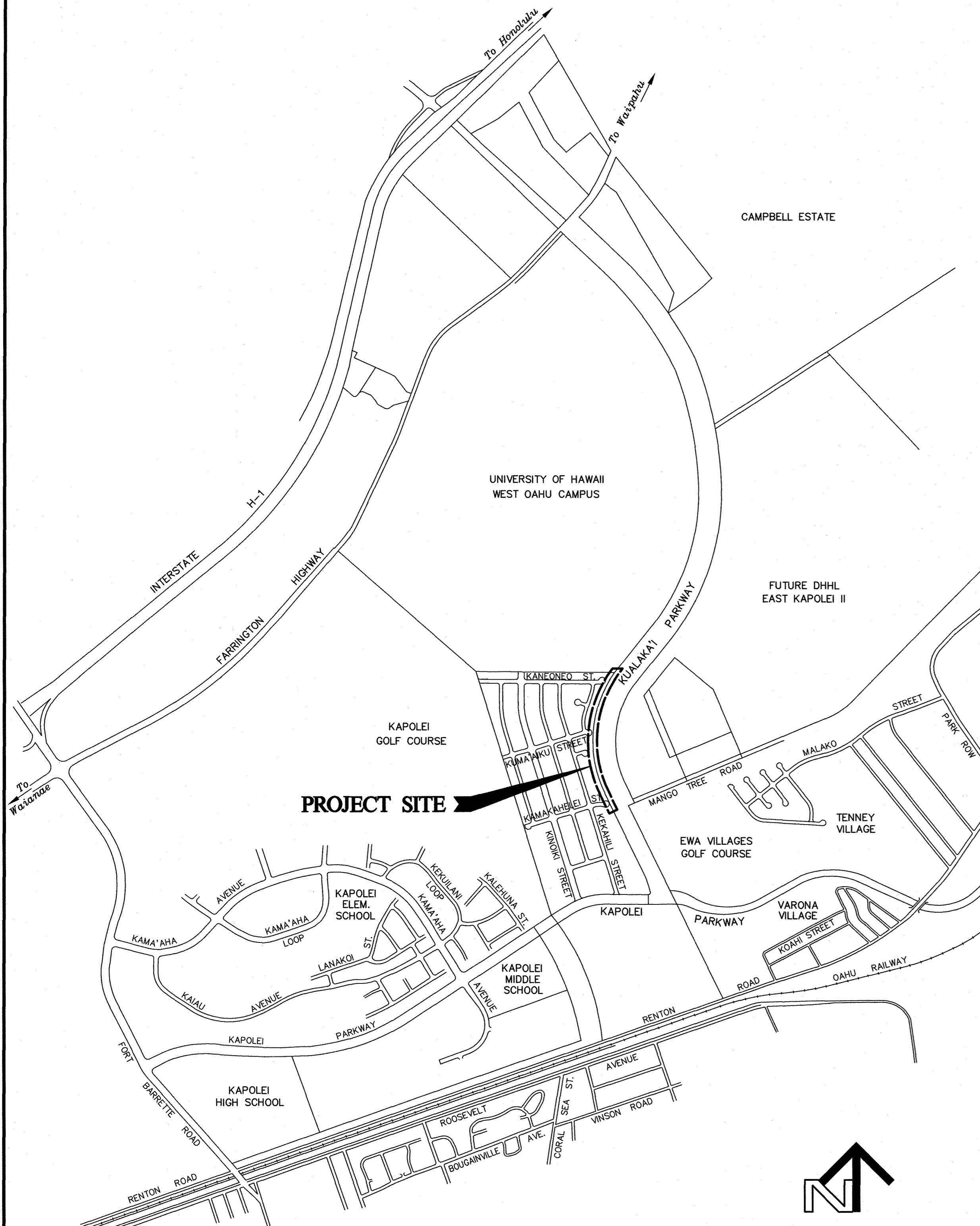
CHIEF, ENVIRONMENTAL MANAGEMENT DIVISION
DEPARTMENT OF HEALTH, STATE OF HAWAII

03-13-2015
DATE



VICINITY MAP

SCALE IN MILES
0 4 8



LOCATION MAP

NOT TO SCALE



GENERAL NOTES

- THE CONTRACTOR SHALL OBSERVE AND COMPLY WITH ALL FEDERAL, STATE AND LOCAL LAWS REQUIRED FOR THE PROTECTION OF PUBLIC HEALTH, SAFETY AND ENVIRONMENTAL QUALITY.
- UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH ORDINANCE NOS. 2875 AND 3375 (UNDERGROUND UTILITIES).
- NO CONTRACTOR SHALL PERFORM ANY CONSTRUCTION OPERATION SO AS TO CAUSE FALLING ROCKS, SOIL OR DEBRIS IN ANY FORM TO FALL, SLIDE OR FLOW INTO EXISTING CITY DRAINAGE SYSTEMS, OR ADJOINING PROPERTIES, STREETS OR NATURAL WATERCOURSES. SHOULD SUCH VIOLATIONS OCCUR, THE CONTRACTOR MAY BE CITED AND THE CONTRACTOR SHALL IMMEDIATELY MAKE ANY REMEDIAL ACTIONS NECESSARY.
- THE CONTRACTOR, AT HIS OWN EXPENSE, SHALL KEEP THE PROJECT AND SURROUNDING AREA FREE FROM DUST NUISANCE. THE WORK SHALL BE IN CONFORMANCE WITH THE AIR POLLUTION CONTROL STANDARDS AND REGULATIONS OF THE STATE DEPARTMENT OF HEALTH.
- THE UNDERGROUND PIPES, CABLES OR DUCTLINES KNOWN TO EXIST BY THE ENGINEER FROM HIS SEARCH OF RECORDS ARE INDICATED ON THE PLANS. THE CONTRACTOR SHALL VERIFY THE LOCATIONS AND DEPTHS OF THE FACILITIES AND EXERCISE PROPER CARE IN EXCAVATING IN THE AREA. WHEREVER CONNECTIONS OF NEW UTILITIES TO EXISTING UTILITIES ARE SHOWN ON THE PLANS, THE CONTRACTOR SHALL EXPOSE THE EXISTING LINES AT THE PROPOSED CONNECTIONS TO VERIFY THEIR LOCATIONS AND DEPTHS PRIOR TO EXCAVATION FOR THE NEW LINES.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONFORMANCE WITH THE APPLICABLE PROVISIONS OF THE WATER QUALITY AND WATER POLLUTION CONTROL STANDARDS CONTAINED IN HAWAII ADMINISTRATIVE RULES, TITLE 11, CHAPTER 54, "WATER QUALITY STANDARDS", AND TITLE 11, CHAPTER 55, "WATER POLLUTION CONTROL", AS WELL AS CHAPTER 14 OF THE REVISED ORDINANCES OF HONOLULU, AS AMENDED. BEST MANAGEMENT PRACTICES SHALL BE EMPLOYED AT ALL TIMES DURING CONSTRUCTION.
- ALL EXISTING UTILITIES, WHETHER OR NOT SHOWN ON THE PLANS, SHALL BE PROTECTED AT ALL TIMES UNLESS OTHERWISE NOTED.
- THE CONTRACTOR SHALL PROVIDE, INSTALL AND MAINTAIN ALL NECESSARY SIGNS, LIGHTS, FLARES, BARRICADES, MARKERS, CONES, AND OTHER PROTECTIVE FACILITIES, AND SHALL TAKE ALL NECESSARY PRECAUTIONS FOR THE PROTECTION, CONVENIENCE AND SAFETY OF THE PUBLIC.
- PURSUANT TO CHAPTER 6, HRS, IN THE EVENT ANY ARTIFACTS OR HUMAN REMAINS ARE UNCOVERED DURING CONSTRUCTION OPERATIONS, THE CONTRACTOR SHALL IMMEDIATELY SUSPEND WORK AND NOTIFY THE HONOLULU POLICE DEPARTMENT, THE STATE DEPARTMENT OF LAND AND NATURAL RESOURCES-HISTORIC PRESERVATION DIVISION (892-8015). IN ADDITION, FOR NON-CITY PROJECTS, THE CONTRACTOR SHALL INFORM THE CIVIL ENGINEERING BRANCH, DEPARTMENT OF PLANNING AND PERMITTING (768-8084); AND FOR CITY PROJECTS, NOTIFY THE RESPONSIBLE CITY AGENCY.
- DURING NON-WORKING HOURS, THE TRENCHES ON CITY STREETS SHALL BE COVERED WITH NON-SKID STEEL PLATES AND ALL LANES MAINTAINED OPEN FOR TRAFFIC.
- ALL APPLICABLE CONSTRUCTION WORK SHALL BE DONE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, SEPTEMBER 1986 AND STANDARD DETAILS FOR PUBLIC WORKS CONSTRUCTION, SEPTEMBER 1984, AS AMENDED, OF DEPARTMENT OF PUBLIC WORKS, CITY AND COUNTY OF HONOLULU AND THE COUNTIES OF KAUAI, MAUI, AND HAWAII.
- CONTRACTOR TO PROVIDE AS-BUILT DRAWINGS.
- FOR BENCH MARK, SEE DWG NOS. C-3, AND C-4.

NATIONAL DISCHARGE ELIMINATION SYSTEM (NPDES) REQUIREMENTS FOR PERMIT PROJECTS WITHIN STATE HIGHWAY RIGHT-OF-WAY

- THE CONTRACTOR SHALL OBTAIN AND COMPLY WITH THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) REQUIREMENTS FOR OAHU DISTRICT PERMIT PROJECTS. THIS IS AVAILABLE AT THE OAHU DISTRICT OFFICE AT 727 KAKO STREET (PH. 831-6793). DUE TO POTENTIAL COST IMPACTS, THE CONTRACTOR NEEDS TO BE AWARE OF THESE REQUIREMENTS.
- THE CONTRACTOR SHALL COMPLETE AND SUBMIT A CONTRACTOR'S CERTIFICATION OF NPDES COMPLIANCE, INCLUDING COMPLETION OF THE BEST MANAGEMENT PRACTICE (BMP) CHECKLIST AND SUBMITTAL OF A WRITTEN BMP PLAN AND DRAWINGS, PRIOR TO ISSUANCE OF THE PERMIT TO PERFORM WORK UPON STATE HIGHWAYS. DUE TO POTENTIAL TIME IMPACTS ON REVIEWING BMPs, THE CONTRACTOR NEEDS TO ALLOW ENOUGH TIME FOR THE APPROVAL PROCESS.
- THE CONTRACTOR SHALL MEET APPLICABLE CONDITIONS DESCRIBED IN THE CURRENT HAWAII REVISED STATUTES (HAR) CHAPTER 11-55. THE CONTRACTOR SHALL ALSO FOLLOW THE GUIDELINES IN THE CURRENT HIGHWAYS DIVISION'S "CONSTRUCTION BEST MANAGEMENT PRACTICES FIELD MANUAL" IN DEVELOPING, INSTALLING AND MAINTAINING THE BEST MANAGEMENT PRACTICES (BMPs) FOR THE PROJECT. IF THERE ARE ANY CONFLICTS BETWEEN THE TWO DOCUMENTS, THEN THE CONDITIONS IN THE HAR 11-55 SHALL GOVERN.
- THE CONTRACTOR SHALL FOLLOW THE GUIDELINES IN THE CITY AND COUNTY OF HONOLULU'S "RULES FOR SOIL EROSION STANDARDS AND GUIDELINES" FOR THE PROJECT.
- PLEASE BE ADVISED THAT NPDES REQUIREMENTS FOR PERMIT PROJECTS WITHIN STATE HIGHWAY RIGHT-OF-WAY ARE SUBJECT TO CHANGE WITHOUT PRIOR NOTICE.

DISABILITY AND COMMUNICATION ACCESS BOARD (DCAB) REQUIREMENTS

WHERE PEDESTRIAN WALKWAYS EXIST, THEY SHALL BE MAINTAINED IN PASSABLE CONDITION OR OTHER FACILITIES FOR PEDESTRIANS SHALL BE PROVIDED. PASSAGE BETWEEN WALKWAYS AT INTERSECTIONS SHALL LIKEWISE BE PROVIDED. TEMPORARY PEDESTRIAN PASSAGES SHALL BE ACCESSIBLE PER ADAAG 4.1.1 (4) AND SHALL COMPLY W/ADAAG 4.3.1.

SANDWICH ISLES COMMUNICATIONS, INC NOTES

- THE LOCATIONS OF EXISTING UTILITIES ARE APPROXIMATE ONLY. THE CONTRACTOR SHALL EXERCISE CAUTION AND SHALL MAINTAIN PROPER CLEARANCES WHENEVER CONSTRUCTION CROSSES OR IS IN CLOSE PROXIMITY TO SANDWICH ISLES COMMUNICATIONS, INC. (SIC) FACILITIES.
- PRIOR TO EXCAVATING THE CONTRACTOR SHALL CALL INTO HAWAII'S ONE CALL CENTER AND SHALL COMPLY WITH HAWAII REVISED STATUTES CHAPTER 269E. CONTACT HAWAII ONE CALL AT 1-866-423-7287.
- IF REQUIRED, ADJUSTMENTS SHALL BE MADE TO NEW CONSTRUCTION TO PROVIDE REQUIRED CLEARANCES FROM SIC FACILITIES.
- A SIC INSPECTOR OR DESIGNATED REPRESENTATIVE IS REQUIRED TO BE PRESENT DURING A BREAKAGE INTO OR ENTRY INTO ANY STRUCTURE OR CONDUIT SYSTEM THAT CONTAIN SIC FACILITIES. TEMPORARY DUCT OR CABLE SUPPORT SHALL BE PROVIDED WHEREVER NECESSARY OR REQUIRED BY SIC INSPECTOR.
- THE CONTRACTOR SHALL NOTIFY SIC CUSTOMER SERVICE AT LEAST 72 HOURS PRIOR TO EXCAVATION, BRACING, OR BACKFILLING OF SIC FACILITIES. CONTACT SIC CUSTOMER SERVICE AT 1-888-995-7274. ON OAHU CALL 540-5754.
- WHEN EXCAVATION IS ADJACENT TO, ABOVE OR BELOW SIC FACILITIES, THE CONTRACTOR SHALL:
 - SHEET AND/OR BRACE THE EXCAVATION TO PREVENT SLIDES, CAVE-INS, OR SETTLEMENTS TO ENSURE NO MOVEMENT OR IMPACT TO SIC FACILITIES.
 - SUPPORT EXISTING STRUCTURES AND/OR FACILITIES WITH BEAMS, STRUTS, OR UNDERPINNING WHILE EXCAVATING AROUND OR BENEATH THEM TO PREVENT ANY MOVEMENT OR IMPACT TO SIC FACILITIES.

NOTES FOR CONSTRUCTION WITHIN STATE R/W

- THE CONTRACTOR SHALL OBTAIN A PERMIT TO PERFORM WORK UPON STATE HIGHWAYS FROM THE OAHU DISTRICT ENGINEER, STATE HIGHWAYS, AT 727 KAKO STREET, PRIOR TO COMMENCEMENT OF WORK WITHIN THE STATE'S HIGHWAY RIGHT-OF-WAY.
- CONSTRUCTION AND RESTORATION OF ALL EXISTING HIGHWAY FACILITIES WITHIN THE STATE'S HIGHWAY RIGHT-OF-WAY, INCLUDING THE LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC, SHALL BE IN ACCORDANCE WITH THE CURRENT STANDARD SPECIFICATIONS FOR ROAD, BRIDGE AND PUBLIC WORKS CONSTRUCTION, AND THE SPECIFICATIONS FOR INSTALLATION OF MISCELLANEOUS IMPROVEMENTS WITHIN STATE HIGHWAYS, OF THE STATE HIGHWAYS DIVISION.
- WORK MAY BE PERFORMED BETWEEN THE HOURS OF 8.30 A.M. AND 3.00 P.M., MONDAY THROUGH FRIDAY, EXCEPT HOLIDAYS, AND "NO LANE CLOSURE" PERIODS, UNLESS OTHERWISE PERMITTED BY THE DISTRICT ENGINEER.

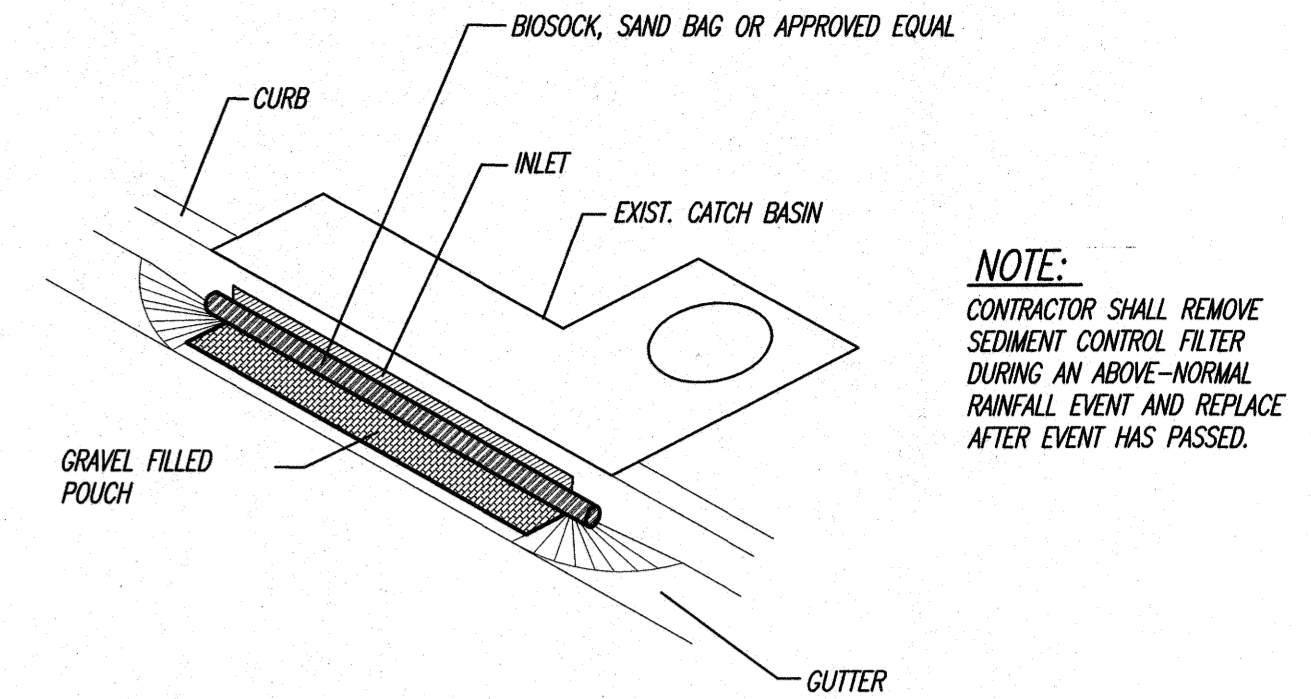
DURING WORK HOURS ONLY ONE LANE OF TRAFFIC SHALL BE CLOSED, UNLESS OTHERWISE APPROVED IN WRITING BY THE DISTRICT ENGINEER.

AT CERTAIN LOCATIONS, "NO LANE CLOSURE" WILL BE ALLOWED DURING THE "BACK TO SCHOOL JAM", THANKSGIVING WEEKEND, CHRISTMAS/NEW YEAR PERIOD AND AT OTHER TIMES AS DIRECTED BY THE HIGHWAYS DIVISION.
- THE CONTRACTOR SHALL PROVIDE, INSTALL AND MAINTAIN ALL NECESSARY SIGNS, LIGHTS, FLARES, BARRICADES, MARKERS, CONES AND OTHER PROTECTIVE FACILITIES, AND SHALL TAKE ALL NECESSARY PRECAUTIONS FOR THE PROTECTION, CONVENIENCE, AND SAFETY OF PUBLIC TRAFFIC. ALL SUCH PROTECTIVE FACILITIES AND PRECAUTIONS TO BE TAKEN SHALL CONFORM WITH THE "ADMINISTRATIVE RULES OF HAWAII GOVERNING THE USE OF TRAFFIC CONTROL DEVICES AT WORK SITES ON OR ADJACENT TO PUBLIC STREETS AND HIGHWAYS", ADOPTED BY THE DIRECTOR OF TRANSPORTATION, AND THE CURRENT U.S. FEDERAL HIGHWAYS ADMINISTRATION "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, PART VI - STANDARDS AND GUIDES FOR TRAFFIC CONTROLS FOR STREET AND HIGHWAY CONSTRUCTION, MAINTENANCE, UTILITY AND INCIDENT MANAGEMENT OPERATIONS".
- LANE CLOSURES SHALL CONFORM TO THE TRAFFIC CONTROL PLAN INCORPORATED INTO THESE CONSTRUCTION PLANS AND MUST BE APPROVED BY THE DIVISION PRIOR TO THE ISSUANCE OF THE PERMIT.
- NO MATERIAL AND/OR EQUIPMENT SHALL BE STOCKPILED OR OTHERWISE STORED WITHIN THE HIGHWAY RIGHT-OF-WAY, EXCEPT AT LOCATIONS DESIGNATED IN WRITING AND APPROVED BY THE DISTRICT ENGINEER.
- UNLESS OTHERWISE NOTED, NO TRENCH SHALL BE OPENED MORE THAN 300 FEET IN ADVANCE OF INSTALLED AND TESTED PIPELINE AND/OR DUCTLINE.
- EXISTING DRAINAGE SYSTEMS SHALL BE FUNCTIONAL AT ALL TIMES.
- THE CONTRACTOR SHALL EXERCISE CARE TO MINIMIZE DAMAGES TO EXISTING HIGHWAY IMPROVEMENTS. ALL DAMAGES SHALL BE REPAIRED BY THE CONTRACTOR, AT HIS EXPENSE, TO THE ACCEPTANCE OF THE DISTRICT ENGINEER.
- APPROVAL OF PERMIT CONSTRUCTION PLANS SHALL BE VALID FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF NOTIFICATION OF APPROVAL TO THE APPLICANT. IN THE EVENT CONSTRUCTION DOES NOT COMMENCE WITHIN HIS ONE-YEAR PERIOD, THE APPLICANT WILL BE REQUIRED TO RESUBMIT THE CONSTRUCTION PLANS FOR THE DIVISION'S REVIEW AND REAPPROVAL.
- ALL REGULATORY, GUIDE, AND CONSTRUCTION SIGNS AND BARRICADES SHALL HAVE A HIGH-INTENSITY REFLECTIVE BACKGROUND.
- THE CONTRACTOR SHALL INFORM THE STATE HIGHWAYS' PERMIT OFFICE (831-6712) AT LEAST TWO (2) DAYS PRIOR TO CLOSING ANY LANES.
- DRIVEWAYS SHALL BE KEPT OPEN UNLESS THE OWNERS OF THE PROPERTIES USING THESE RIGHTS-OF-WAY ARE OTHERWISE PROVIDED FOR SATISFACTORILY.
- WHERE PEDESTRIAN WALKWAYS EXIST, THEY SHALL BE MAINTAINED IN A SAFE AND PASSABLE CONDITION, OR OTHER FACILITIES FOR PEDESTRIANS SHALL BE PROVIDED. PASSAGES BETWEEN WALKWAYS AT INTERSECTIONS SHALL LIKEWISE BE PROVIDED. ALL WALKWAYS SHALL CONFORM TO ADA REQUIREMENTS.
- THE CONTRACTOR SHALL REFERENCE, TO THE SATISFACTION OF THE DISTRICT ENGINEER, ALL EXISTING TRAFFIC SIGNS, POSTS, AND PAVEMENT MARKINGS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. THE CONTRACTOR SHALL REPLACE OR REPAIR ALL TRAFFIC SIGNS, POSTS, AND PAVEMENT MARKINGS DISTURBED BY HIS ACTIVITIES, AT HIS EXPENSE, UNLESS DIRECTED OTHERWISE BY THE DISTRICT ENGINEER OR HIS REPRESENTATIVE.
- THE CONTRACTOR SHALL EXERCISE CARE WHEN PERFORMING WORK IN OR ADJACENT TO THE STATE HIGHWAY RIGHT-OF-WAY. DAMAGES TO EXISTING FACILITIES SHALL BE IMMEDIATELY REPORTED TO THE RESPECTIVE UTILITY COMPANIES, AND/OR CITY OR STATE AGENCIES. THE REPAIR WORK SHALL BE DONE AT THE CONTRACTOR'S EXPENSE.
- THE CONTRACTOR SHALL NOTIFY THE STATE HIGHWAYS' HIGHWAY LIGHTING AND TRAFFIC SIGNAL SUPERVISOR (837-8056), THREE (3) WORKING DAYS PRIOR TO COMMENCING WORK.
- THE PERMIT TO PERFORM WORK UPON STATE HIGHWAYS MAY BE REVOKED BECAUSE OF DEFAULT IN ANY OF THE FOLLOWING, BUT NOT LIMITED TO, CONDITIONS:
 - WORK PERFORMED BEFORE OR AFTER PERMITTED HOURS.
 - FAILURE TO MAINTAIN ROADWAY SURFACES IN A SMOOTH AND SAFE CONDITION.
 - FAILURE TO CLEAN UP CONSTRUCTION DEBRIS GENERATED FROM PROJECT WORK.
 - FAILURE TO PROVIDE PROPER TRAFFIC CONTROL.
 - FAILURE TO REPLACE DAMAGED PAVEMENT MARKINGS AND SIGNS.
- THE CONTRACTOR SHALL NOTIFY THE STATE HIGHWAYS PERMIT OFFICE (831-6712) AT LEAST TWO (2) DAYS PRIOR TO PERFORMING ANY TRENCH RESTORATION WORK. THIS WORK SHALL INCLUDE ANY BACKFILLING AND COMPACTING OF TRENCH MATERIAL; ANY PLACING AND COMPACTING OF BASE COURSE MATERIAL; AND ANY PAVING OPERATIONS. ANY TRENCH RESTORATION WORK PERFORMED BY THE CONTRACTOR THAT IS NOT WITNESSED BY A STATE REPRESENTATIVE WILL BE REQUIRED TO BE REMOVED AND RESTORED WITH A STATE REPRESENTATIVE PRESENT. ALL RESTORATION WORK WILL BE DONE AT THE CONTRACTOR'S EXPENSE.
- PLASTIC MARKING TAPE: PROVIDE PLASTIC MARKING TAPE THAT IS ACID AND ALKALI RESISTANT POLYETHYLENE FILM 6 INCHES WIDE WITH MINIMUM THICKNESS OF 0.004 INCH. PROVIDE TAPE WITH MINIMUM STRENGTH OF 1750 PSI LENGTHWISE AND 1500 PSI CROSSWISE. MANUFACTURE TAPE WITH INTEGRAL WIRES, FOIL BACKING OR OTHER MEANS TO ENABLE DETECTION BY A METAL DETECTOR WHEN THE TAPE IS BURIED UP TO 3 FEET DEEP. MANUFACTURE TAPE SPECIFICALLY FOR MARKING AND LOCATING UNDERGROUND UTILITIES. PROVIDE THE METALLIC CORE OF THE TAPE ENCASED IN A PROTECTIVE JACKET OR PROVIDED WITH OTHER MEANS TO PROTECT IT FROM CORROSION. CONFORM TO THE FOLLOWING TAPE COLOR AND BEAR A CONTINUOUS PRINTED INSCRIPTION DESCRIBING THE SPECIFIC UTILITY.

RED:	ELECTRIC
YELLOW:	GAS, OIL, DANGEROUS MATERIAL
ORANGE:	TELEPHONE, TELEGRAPH, TELEVISION, POLICE, AND FIRE COMMUNICATIONS
BLUE:	WATER SYSTEMS
GREEN:	SEWER SYSTEMS
- FOR PROJECTS ADJUTING STATE HIGHWAYS' RIGHT-OF-WAY, THE OWNER OR HIS AUTHORIZED REPRESENTATIVE SHALL NOTIFY THE STATE DEPARTMENT OF TRANSPORTATION, HIGHWAY DIVISION, OAHU DISTRICT, DRAINAGE DISCHARGE UNIT AT 831-6793 FOR AN ASSESSMENT OF STATE HIGHWAY PERMIT REQUIREMENTS.

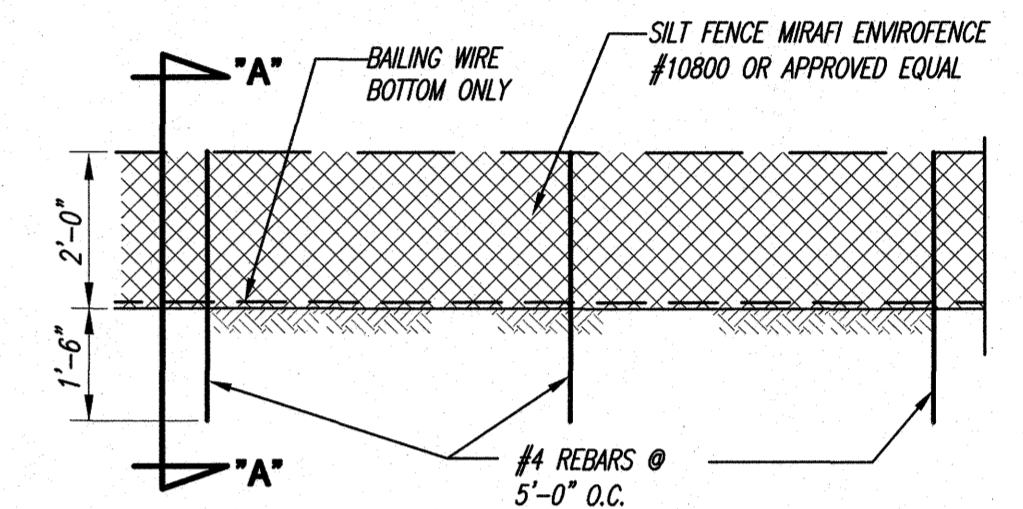
CONSTRUCTION BMPs

- THE FOLLOWING SPECIAL CONDITIONS APPLY TO ALL LAND DISTURBANCE WORK CONDUCTED UNDER THE GENERAL PERMIT:
 - CONSTRUCTION MANAGEMENT TECHNIQUES INCLUDE:
 - CLEARING AND GRUBBING SHALL BE HELD TO THE MINIMUM NECESSARY FOR GRADING AND EQUIPMENT OPERATION.
 - EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IN PLACE AND FUNCTIONAL BEFORE EARTH MOVING OPERATIONS BEGIN AND SHALL BE CONSTRUCTED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. TEMPORARY MEASURES MAY BE REMOVED AT THE BEGINNING OF THE WORK DAY, BUT SHALL BE REPLACED AT THE END OF THE WORK DAY.
 - ALL CONTROL MEASURES SHALL BE CHECKED AND REPAIRED, AS NECESSARY, WEEKLY IN DRY PERIODS AND WITHIN 24-HOUR PERIOD DURING PROLONGED RAINFALL. DAILY CHECKING IS NECESSARY. THE PERMITEE SHALL MAINTAIN RECORDS OF CHECKS AND REPAIRS.
 - A SPECIFIC INDIVIDUAL SHALL BE DESIGNATED TO BE RESPONSIBLE FOR EROSION AND SEDIMENT CONTROLS ON EACH PROJECT SITE.
 - VEGETATION CONTROLS INCLUDE:
 - PRE-CONSTRUCTION VEGETATIVE GROUND OR MULCH COVER SHALL NOT BE DESTROYED, REMOVED OR DISTURBED MORE THAN 20 CALENDAR DAYS PRIOR TO SITE DISTURBANCE.
 - TEMPORARY SOIL STABILIZATION WITH APPROPRIATE VEGETATION OR MULCH SHALL BE APPLIED ON AREAS THAT WILL REMAIN UNFINISHED FOR MORE THAN 30 CALENDAR DAYS.
 - PERMANENT SOIL STABILIZATION WITH PERENNIAL VEGETATION SHALL BE APPLIED AS SOON AS PRACTICABLE AFTER FINAL GRADING.
 - STRUCTURAL CONTROLS INCLUDE:
 - ALL SURFACE WATER FLOWING TOWARD THE CONSTRUCTION AREA SHALL BE DIVERTED BY USING BERMS, CHANNELS, SEDIMENT TRAPS, AND OTHER APPROPRIATE CONTROL MEASURES, AS PRACTICAL.
 - EROSION CONTROL MEASURES SHALL BE DESIGNED ACCORDING TO THE SIZE OF DISTURBED OR DRAINAGE AREAS, TO DETAIN RUNOFF AND TRAP SEDIMENT.
 - WATER MUST BE DISCHARGED THROUGH A PIPE OR LINED CHANNEL SO THAT THE DISCHARGE DOES NOT CAUSE EROSION.
 - STORM DRAIN INLET PROTECTION.
 - EROSION CONTROLS / BEST MANAGEMENT PRACTICE INCLUDE:
 - GOOD HOUSEKEEPING SHALL BE UTILIZED TO ENSURE PROTECTION OF ROADWAYS FROM MUD, DIRT, AND DEBRIS.
 - THE CONTRACTOR SHALL ENSURE THAT ALL TIRES OF CONSTRUCTION VEHICLES ARE SUFFICIENTLY CLEANED OFF SO THAT DIRT OR DEBRIS IS NOT TRACKED OFF THE CONSTRUCTION SITE. WASHING OFF TIRES WITH WATER WILL NOT BE ACCEPTABLE UNLESS THE RUNOFF IS CONTAINED AND DOES NOT ENTER THE STORM DRAIN SYSTEM OR ONTO THE ROADWAY.
 - AT THE END OF GRADING OPERATIONS AND AT THE COMPLETION OF PROJECT, CONTRACTOR SHALL INSPECT ALL CATCH BASIN, DRAIN INLET AND DRAIN MANHOLE SURROUNDING THE PROJECT SITE. ANY ACCUMULATED SEDIMENT AND DEBRIS FOUND IN THE STORM DRAIN STRUCTURES SHALL BE REMOVED. PLEASE NOTE THAT FLUSHING INTO THE DRAIN STRUCTURES ARE PROHIBITED.
 - ANY DIRT OR GRASSED AREA DISTURBED SHALL BE RESTORED BY RE-GRASSING THE AREA OR BY SEEDING HYDROMULCH. THE GRASS SHALL BE FULLY ESTABLISHED AT COMPLETION OF PROJECT.



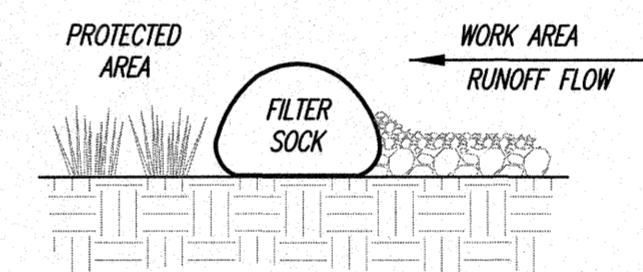
DETAIL - SEDIMENT CONTROL FILTER AT EXISTING CATCH BASIN

NOT TO SCALE

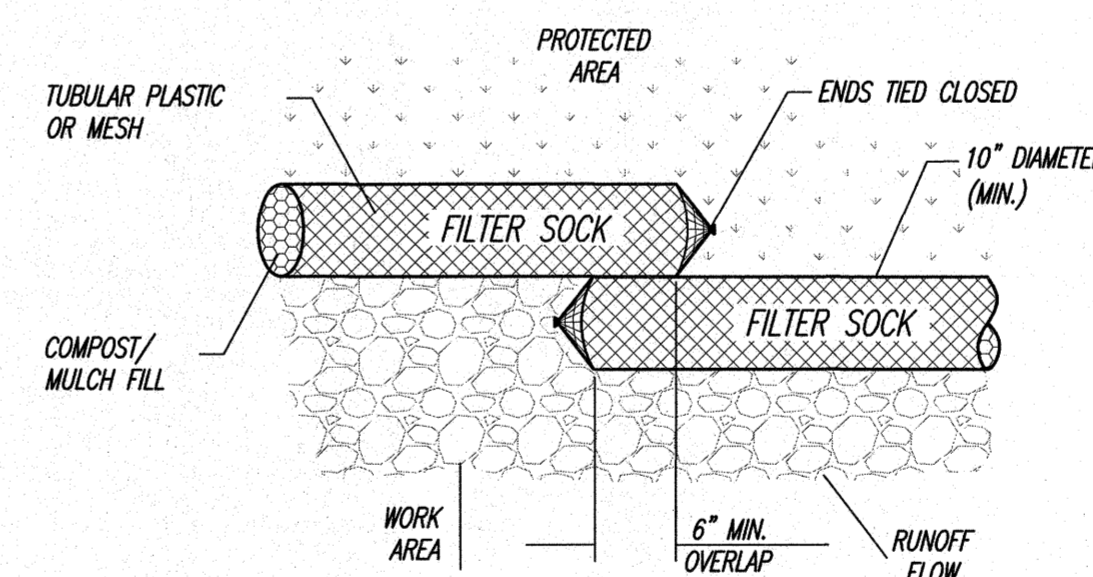


ELEVATION

NOT TO SCALE



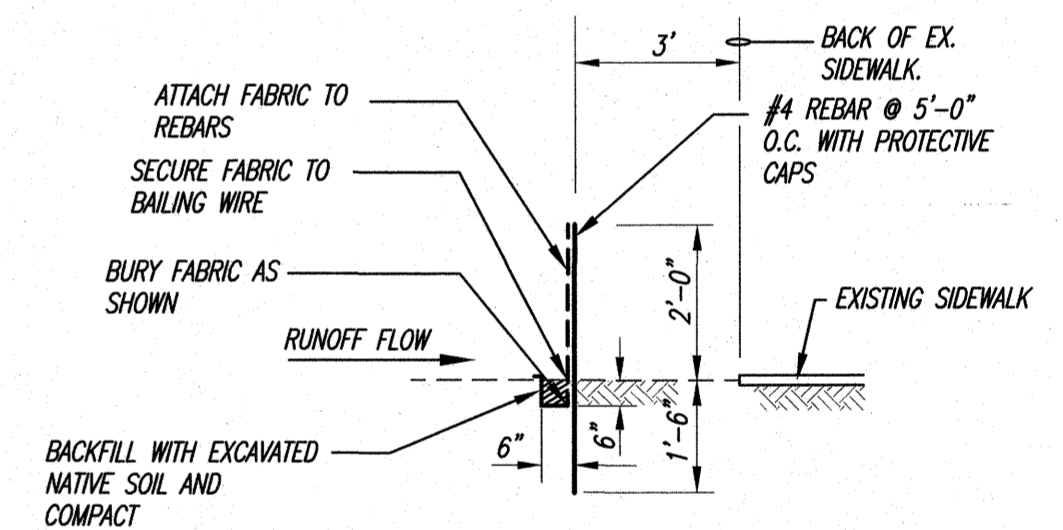
SECTION



PLAN

DETAIL - FILTER SOCK

NOT TO SCALE



SECTION "A - A"

NOT TO SCALE

DETAIL - SILT FENCE

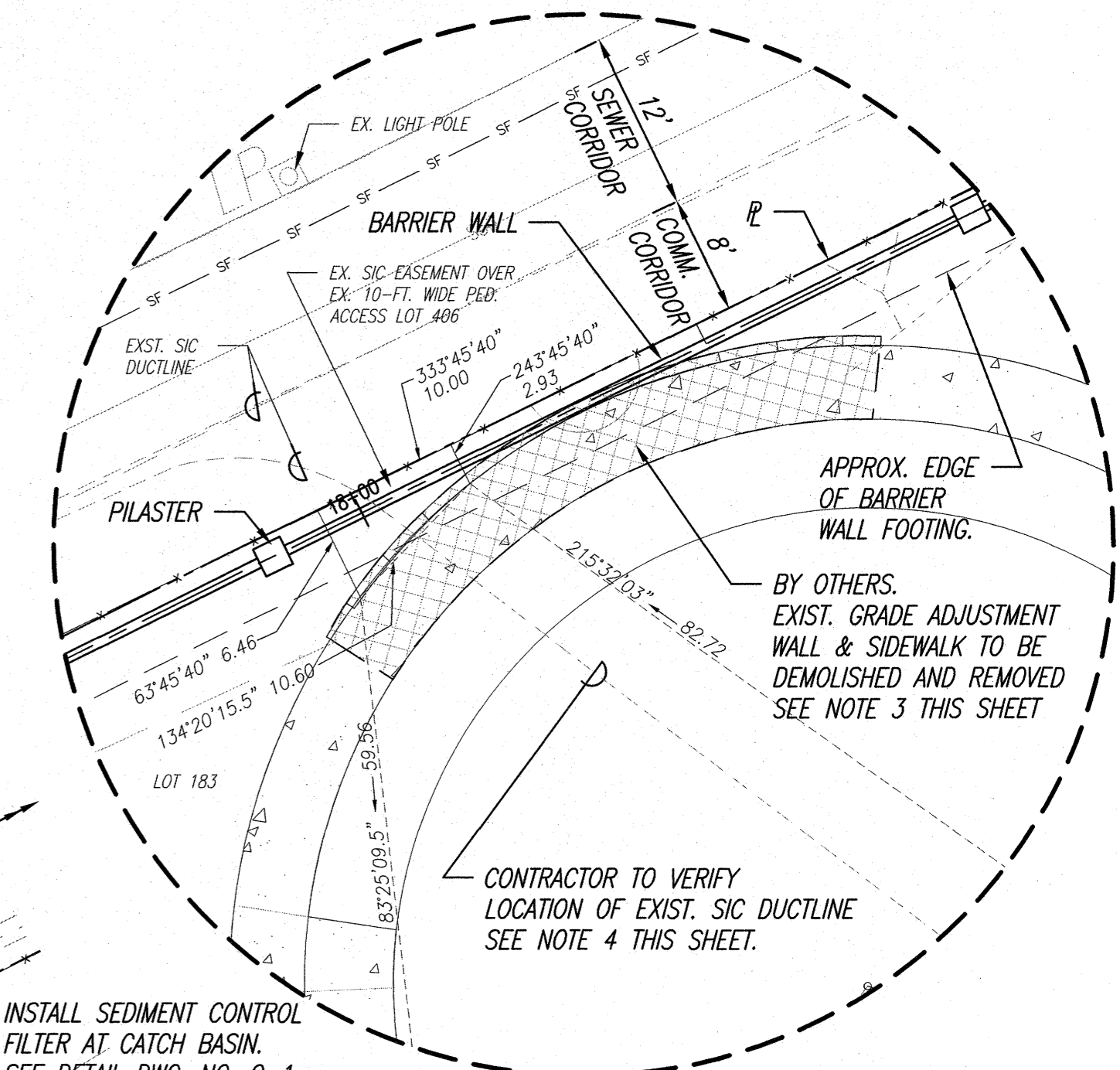
NOT TO SCALE

REVISION DATE	DESCRIPTION	MADE BY	APPROVED
KANEHILI BARRIER WALL HONOLULU, EWA, OAHU, HAWAII OWNER AND DEVELOPER: DEPARTMENT OF HAWAIIAN HOME LANDS TAX MAP KEY: 9-1-151:001, 055 9-1-153:001-013, 194 TAX MAP KEY: 9-1-152:127, 129, 134, 135, 138, 139, 142, 143, 148-150, 159-161			
GENERAL NOTES			
DRAWN BY: MFN	ENGINEER: SS, HHM	CHECKED BY: AM	
APPROVED:			
THIS WORK WAS PREPARED BY ME OR UNDER MY SUPERVISION. CONSTRUCTION OF THIS PROJECT WILL BE UNDER MY OBSERVATION. LICENSE EXPIRATION DATE: 04/30/16			



THIS WORK WAS PREPARED BY ME OR UNDER MY SUPERVISION. CONSTRUCTION OF THIS PROJECT WILL BE UNDER MY OBSERVATION. LICENSE EXPIRATION DATE: 04/30/16

TRUE NORTH
Scale: 1 in. = 40 ft.



INSET "B"
Scale: 1"=10'

NOTES :

1. SEE TYPICAL SWALE SECTION ALONG WALL DETAIL DWG. NO. C-3. FOR ADDITIONAL INFORMATION, SEE RECORD DRAWINGS FOR "EAST KAPOLEI I DEVELOPMENT - MASS GRADING PLANS" FOR SWALE LAYOUT & DETAILS.
2. CONTRACTOR SHALL COORDINATE STORAGE OF FENCING MATERIAL WITH THE OWNER.
3. EXIST. GRADE ADJUSTMENT WALL & SIDEWALK TO BE DEMOLISHED AND REMOVED BY OTHERS PRIOR TO CONSTRUCTION OF NEW BARRIER WALL. SEE "KANEHILI SIDEWALK REPAIR KAAPUWAI STREET AND PLACE, AND KAMAKAHELEI STREET" PLANS.
4. FOR MORE INFORMATION SEE RECORD DWGS. FOR "EAST KAPOLEI I DEVELOPMENT" DWG. NOS. E-1, E-6, AND E-18.

LEGEND

- FINISH GRADE SWALE PATTERN
- E71.90± EXISTING SPOT ELEVATION
- 72.00 NEW SPOT ELEVATION
- - - - - PROPERTY LINE
- INSTALL FILTER BARRIER
- S30 EXISTING SEWER
- SF TEMPORARY SILT FENCE OR FILTER SOCK

REVISION DATE	DESCRIPTION	MADE BY	APPROVED

Community Planning and Engineering, Inc.
Engineering Design | Construction Management | Infrastructure Planning
1286 Queen Emma Street Honolulu, Hawaii

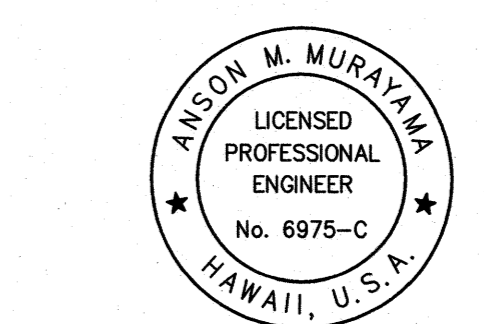
KANEHILI BARRIER WALL
HONOLULULI, EWA, OAHU, HAWAII

OWNER AND DEVELOPER: DEPARTMENT OF HAWAIIAN LANDS
TAX MAP KEY: 9-1-151:001, 055 9-1-153:001-013, 194
TAX MAP KEY: 9-1-152:127, 129, 134, 135, 138, 139, 142, 143, 148-150, 159-161

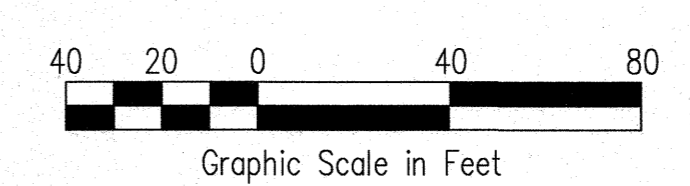
WALL PLAN - 2

DRAWN BY: MN	ENGINEER: SS, HWH	CHECKED BY: AM
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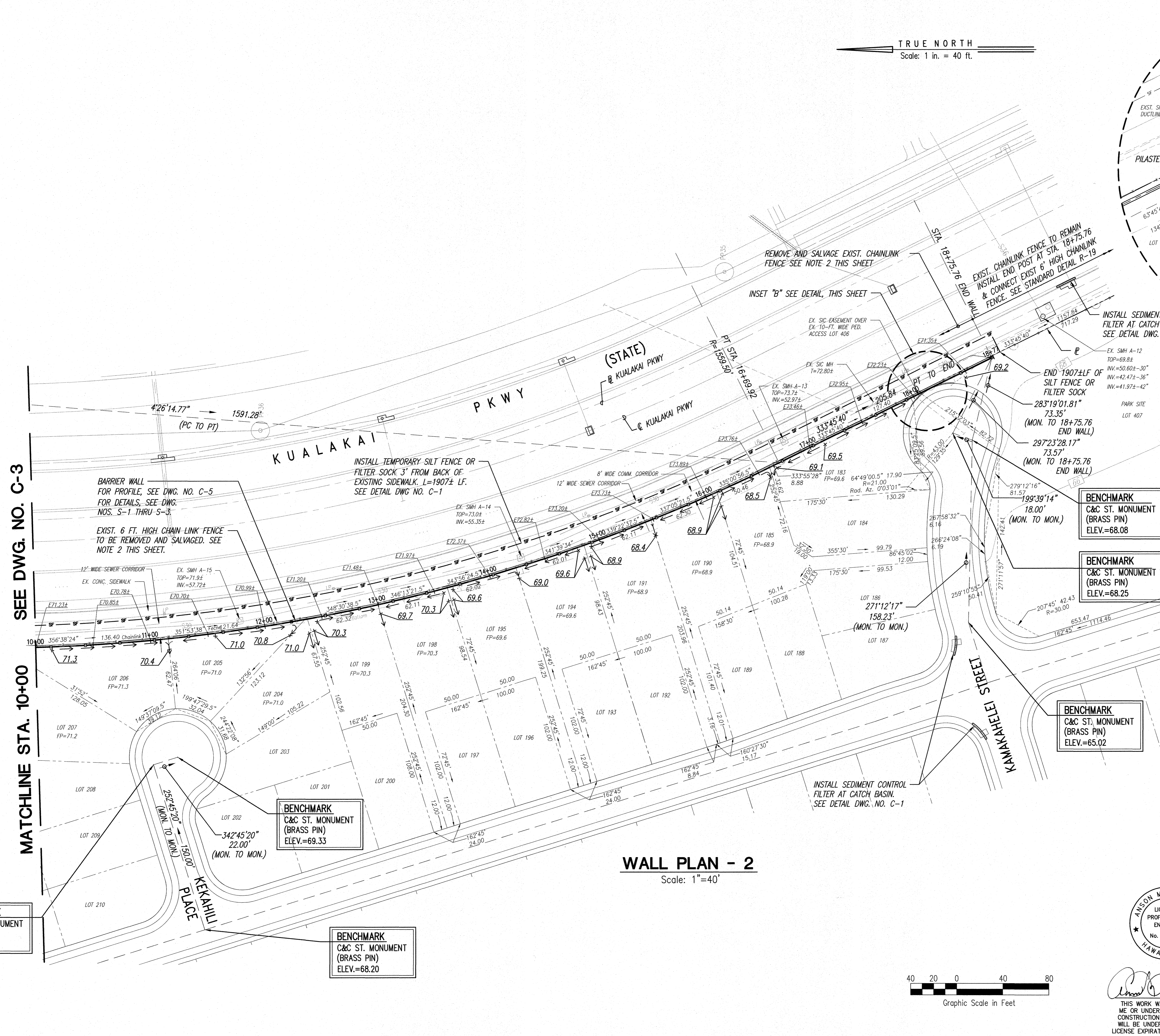
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WALL PLAN - 2
Scale: 1"=40'



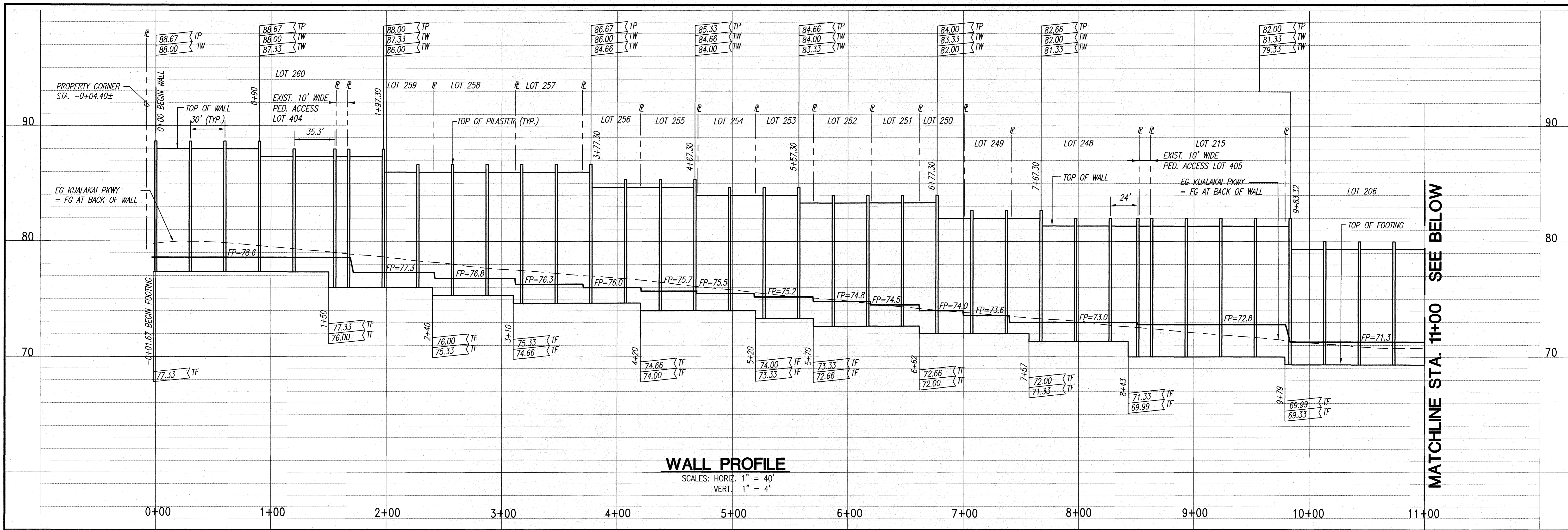
SEE DWG. NO. C-3
MATCHLINE STA. 10+00

BENCHMARK
C&C ST. MONUMENT
(BRASS PIN)
ELEV.=68.98

BENCHMARK
C&C ST. MONUMENT
(BRASS PIN)
ELEV.=69.33

BENCHMARK
C&C ST. MONUMENT
(BRASS PIN)
ELEV.=68.20

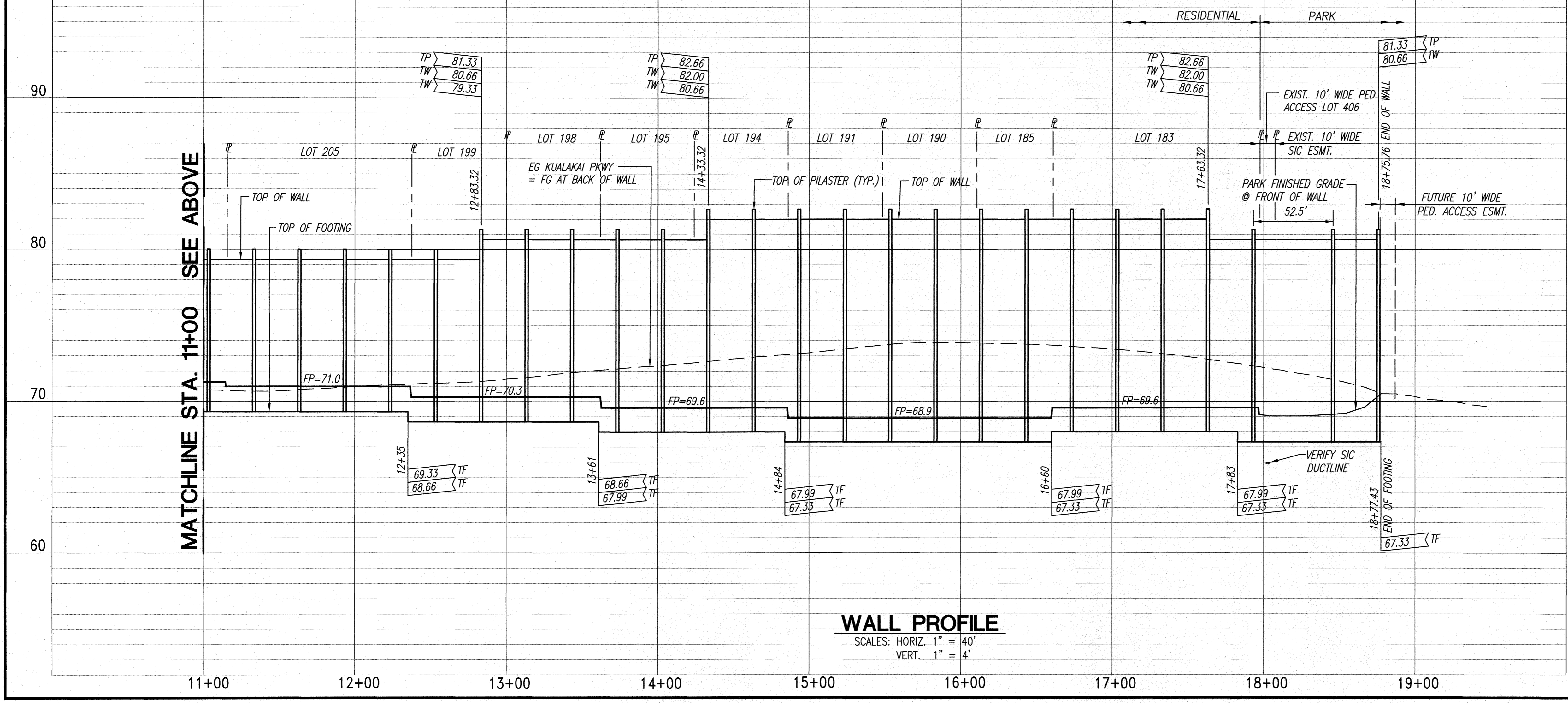
P:\Lund Projects\DHHL East Kapolei (N-S) Rd Retaining Wall - Noise Barrier\Revision Ring Wall E-6-1307 Profile.dwg, C-5 BP, 3/9/2015 1:57:09 PM



WALL PROFILE

SCALES: HORIZ. 1" = 40'
VERT. 1" = 4'

MATCHLINE STA. 11+00 SEE BELOW



WALL PROFILE

SCALES: HORIZ. 1" = 40'
VERT. 1" = 4'

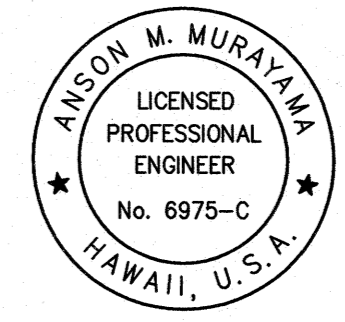
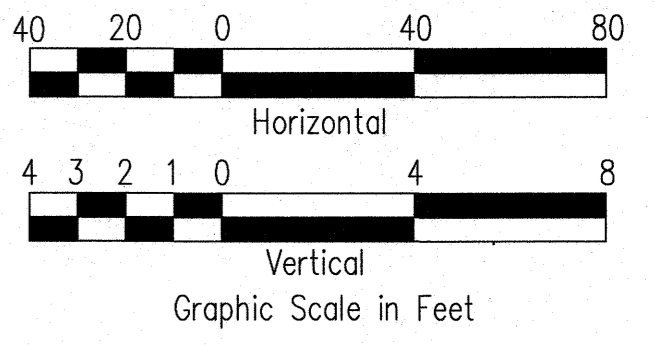
MATCHLINE STA. 11+00 SEE ABOVE

LEGEND

- TP : TOP OF PILASTER
- TW : TOP OF WALL
- TF : TOP OF FOOTING
- EG : EXISTING GRADE
- FG : FINISH GRADE
- FP : FINISH PAD ELEVATION

NOTE

1. CONTRACTOR TO VERIFY LOCATION OF SIC DUCTLINE FOR MORE INFORMATION SEE EAST KAPOLEI I DEVELOPMENT DWG. NOS. E-1, E-6, AND E-18,



THIS WORK WAS PREPARED BY ME OR UNDER MY SUPERVISION. CONSTRUCTION OF THIS PROJECT WILL BE UNDER MY OBSERVATION. LICENSE EXPIRATION DATE: 04/30/16

REVISION DATE	DESCRIPTION	MADE BY	APPROVED
KANEHILI BARRIER WALL HONOLULU, EWA, OAHU, HAWAII OWNER AND DEVELOPER: DEPARTMENT OF HAWAIIAN HOME LANDS TAX MAP KEY: 9-1-151:001, 055 9-1-153:001-013, 194 TAX MAP KEY: 9-1-152:127, 129, 134, 135, 138, 139, 142, 143, 148-150, 159-161			
WALL PROFILE			
DRAWN BY: MFN	ENGINEER: SS, HWH	CHECKED BY: AM	APPROVED:

RETAINING WALLS

1. THE UPPER 12 INCHES OF BACKFILL BEHIND THE HIGHER, RETAINING SIDE OF WALLS SHALL CONSIST OF AN IMPERVIOUS, NON-EXPANSIVE, COHESIVE SOIL TO REDUCE SEEPAGE OF SURFACE WATER BEHIND WALLS. THIS SAME IMPERVIOUS MATERIAL SHALL BE PLACED IN A CONTINUOUS SECTION BELOW THE BOTTOM OF THE WEEPHOLES.

2. WEEPHOLES, 3 INCHES IN DIAMETER, SHALL BE PLACED AT CORNERS AND SPACED NOT MORE THAN 6 FEET ON CENTER HORIZONTALLY ALONG WALLS. A 12" THICK MINIMUM SECTION OF CONTINUOUS DRAIN ROCK SHALL BE PLACED ALONG THE LENGTH OF WALLS CONNECTING THE WEEPHOLES. NO WEEPHOLES REQUIRED WHEN THE DIFFERENCE IN GRADES FROM ONE SIDE OF THE WALL TO THE OTHER IS LESS THAN 18".

3. IN LIEU OF WEEPHOLES, A 4 INCH DIAMETER CONTINUOUS PERFORATED DRAIN PIPE SHALL BE PLACED AT THE BOTTOM OF THE CONTINUOUS DRAIN ROCK. PERFORATIONS SHALL FACE DOWNWARD. AT LEAST ONE OUTLET SHALL BE PROVIDED FOR EVERY 50 FEET OF PIPE.

4. DRAIN ROCK SHALL BE WRAPPED IN A GEOTEXTILE FILTER FABRIC SUCH AS SUFAC 4NF AND SHALL CONFORM TO THE FOLLOWING GRADATION:

SIeve SIZE	% PASSING BY DRY WEIGHT
1-1/2 INCH	30 - 100
3/4 INCH	50 - 100
NO. 4	0 - 50
NO. 200	0 - 5

STANDARD SIZE AGGREGATES NO. 6, 57 AND 61 AND 1-1/2 INCH FILTER MATERIALS SHOULD SATISFY THIS GRADATION REQUIREMENT.

5. AS AN ALTERNATIVE TO THE DRAIN ROCK, A PREFABRICATED DRAINAGE PRODUCT SUCH AS 'MIRADRAIN' OR 'ENKADRAIN', MAY BE USED.

6. BACKFILL SHALL CONSIST OF LOW EXPANSION CORAL MATERIAL LESS THAN 4 INCHES MAXIMUM SIZE. COMPACT BACKFILL TO 90 PERCENT OF ASTM D 1587 MAXIMUM DRY DENSITY IN LEVEL LOOSE LIFTS NOT EXCEEDING 12 INCHES.

7. DAMP PROOFING SHALL BE APPLIED AT THE WALL/FOOTING

CONSTRUCTION JOINT. FLASHING COMPOUND SHALL EXTEND 6 INCHES BEYOND EITHER SIDE OF THE JOINT. CONTRACTOR SHALL USE EMULSIFIED ASPHALT BY THE EUCLID CHEMICAL COMPANY OR APPROVED EQUIVALENT.

8. THE WALL FACE ON BACKFILL SIDE SHALL BE COATED WITH DAMP PROOFING. CONTRACTOR SHALL USE EUCOSEAL BY THE EUCLID CHEMICAL COMPANY OR APPROVED EQUIVALENT.

9. BACKFILL SHALL BE PLACED 21 DAYS AFTER GROUTING THE WALL OR UNTIL THE GROUT HAS ATTAINED A MINIMUM COMPRESSIVE STRENGTH OF 1875 PSI.

FOUNDATION

1. THE FOUNDATION DESIGN IS BASED ON THE RECOMMENDATIONS IN THE FOUNDATION INVESTIGATION REPORT BY FSC CONSULTANTS, LLC, JOB NO. 21230510 UNLESS OTHERWISE INDICATED FOUNDATION WORK SHALL BE PERFORMED IN ACCORDANCE WITH THIS REPORT. THE REPORT IS PART OF THIS PLAN AND SHOULD BE KEPT ON THE JOB SITE AT ALL TIMES.

2. ALL FOOTINGS SHALL BEAR ON HARD, IN-SITU CORAL FORMATIONS OR APPROVED ENGINEERED FILL. BOTTOM OF ALL FOOTING EXCAVATIONS SHALL BE OBSERVED AND APPROVED BY A QUALIFIED FOUNDATION ENGINEER PRIOR TO PLACEMENT OF REINFORCING STEEL OR CONCRETE.

3. COMPACT THE FILL MATERIAL IN 8 INCH LOOSE LAYERS TO 95% COMPACTION AS DETERMINED BY ASTM D1557. REMOVE ANY SOFT POCKETS OR EXPANSIVE CLAYEY SOILS ENCOUNTERED AND BACKFILL WITH SELECT, GRANULAR MATERIAL COMPACTED TO 95% AS DETERMINED BY ASTM D1557.

4. ALL WATER, MUD AND DEBRIS SHALL BE REMOVED FROM THE BOTTOM OF FOOTING EXCAVATIONS PRIOR TO THE PLACEMENT OF CONCRETE.

5. CONTRACTOR SHALL NOTIFY FSC CONSULTANTS, LLC, 3 WORKING DAYS PRIOR TO BEGINNING ANY FOUNDATION WORK (BOTTOM OF FOOTING, BACKFILL, ETC.).

REINFORCED CONCRETE

1. ALL CONCRETE WORK SHALL CONFORM TO ACI 318-02.

2. ALL CONCRETE SHALL BE NORMAL WEIGHT (150 PCF) WITH AGGREGATES CONFORMING TO ASTM C-33. UNLESS OTHERWISE NOTED, THE COMPRESSIVE STRENGTHS OF CONCRETE AT 28 DAYS AND MAXIMUM AGGREGATE SIZES SHALL BE AS FOLLOWS:

STRENGTH	AGGREGATE SIZE
FOOTING	3000 PSI 1-1/2"

3. MAXIMUM WATER-CEMENT RATIO SHALL NOT EXCEED 0.55.

4. ALL REINFORCING STEEL EXCEPT TIES AND STIRRUPS SHALL CONFORM TO ASTM A615 GRADE 60.

5. UNLESS OTHERWISE NOTED, SPLICES, LAPs, DOUel EXTENSIONS AND EMBEDMENTS SHALL BE 45 BAR DIAMETERS MINIMUM.

6. ALL REINFORCING BARS MARKED CONTINUOUS (CONT.) ON THE PLANS SHALL BE LAPPED 40 BAR DIAMETERS MINIMUM.

7. STAGGER ALL SPLICES WHERE POSSIBLE.

8. REBARS SHALL BE SUPPORTED, BENT AND PLACED AS PER MANUAL OF STANDARD PRACTICE FOR DETAILING CONCRETE STRUCTURES' ACI 315 (LATEST).

9. MINIMUM COVER IN INCHES FOR REBARS FOR CAST-IN-PLACE CONCRETE:

CONCRETE CAST AGAINST EARTH	3"
FORMED CONCRETE EXPOSED TO EARTH OR WEATHER:	
1/2" AND SMALLER	1-1/2"
3/4" AND LARGER	2"

10. AT TIME CONCRETE IS PLACED, REINFORCING SHALL BE FREE FROM MUD, OIL, LAITANCE OR OTHER COATINGS ADVERSELY AFFECTING BOND CAPACITY.

11. REINFORCEMENT, ANCHOR BOLTS, SIMPSON CONNECTORS, DOUELS AND ALL OTHER EMBEDDED ITEMS SHALL BE POSITIVELY SECURED BEFORE POURING.

12. WHEN NEW CONCRETE IS POURED AGAINST EXISTING CONCRETE, THE EXISTING CONTACT SURFACE SHALL BE CLEANED AND ROUGHENED. IMMEDIATELY PRIOR TO PLACING THE NEW CONCRETE, AN APPROVED BONDING AGENT SHALL BE APPLIED TO THE CONTACT SURFACE.

13. WHEN REBARS OR THREADED RODS ARE DRILLED AND GROUTED IN PLACE USE SIMPSON EPOXY-TIE ADHESIVE. HOLE DIAMETER SHALL BE AS PER MANUFACTURER'S RECOMMENDATIONS. HOLES SHALL BE BRUSHED AND AIR BLOWN TO REMOVE LOOSE PARTICLES. MANUFACTURER'S REPRESENTATIVE SHALL BE PRESENT TO SUPERVISE INSTALLATION OF FIRST BAR OR ROD.

CONCRETE MASONRY - CMU

1. CONCRETE BLOCK, GRADE N-II UNITS CONFORMING TO ASTM C90-15. BLOCK SHALL HAVE A SPLIT BLOCK FINISH AS NOTED AND LIMESTONE COLOR.

2. MORTAR SHALL BE ONE OF THE FOLLOWING, PREPARED IN STRICT ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS:

2 SACKS PORTLAND CEMENT
1 1-POUND BAG 'EASY SPREAD' BY AMERICAN COLLOID CO.
8 CUBIC FEET MORTAR AGGREGATE

1 SACK PORTLAND CEMENT
3 OUNCES MRF BY GIBCO
2-3/4 CUBIC FEET MORTAR AGGREGATE

3. GROUT, CONFORMING TO ASTM C476-83, MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI AT 28 DAYS. MIX: 1 PART CEMENT, 3 PARTS SAND, 2 PARTS FEA GRAVEL, TO BE OF FLUID CONSISTENCY (3" MINIMUM SLUMP).

4. THE THICKNESS OF GROUT BETWEEN BLOCK UNITS AND REINFORCING STEEL SHALL BE NOT LESS THAN 1/2", BETWEEN PARALLEL REINFORCING BARS, NOT LESS THAN 3/4".

5. IF WORK IS STOPPED ONE (1) HOUR OR LONGER, PROVIDE HORIZONTAL CONSTRUCTION JOINTS BY STOPPING THE GROUT 1 1/2" BELOW THE TOP OF THE BLOCK.

6. ALL CELLS SHALL BE GROUTED SOLID. GROUT IN LIFTS NOT TO EXCEED 6'-0".

7. GROUT SHALL BE VIBRATED 3 TO 5 MINUTES AFTER POUR.

8. UNLESS NOTED OTHERWISE ALL WALLS SHALL BE CONSTRUCTED IN CONVENTIONAL RUNNING BOND.

REINFORCING FOR CONCRETE MASONRY

1. ALL REINFORCING STEEL BARS (EXCEPT STIRRUPS AND TIES) SHALL CONFORM TO ASTM A615 GRADE 60.

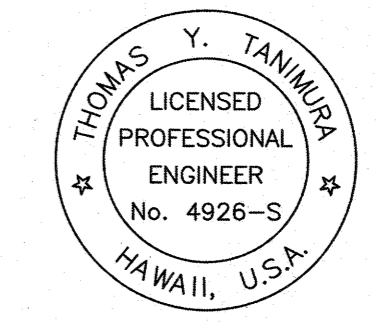
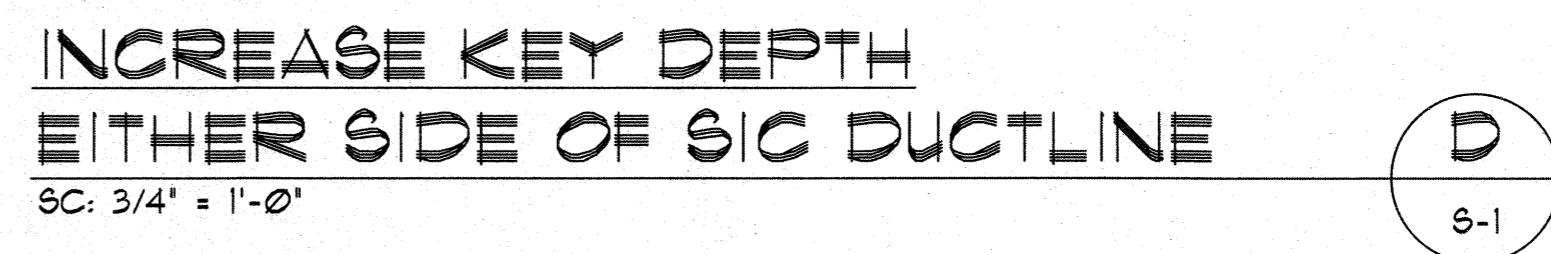
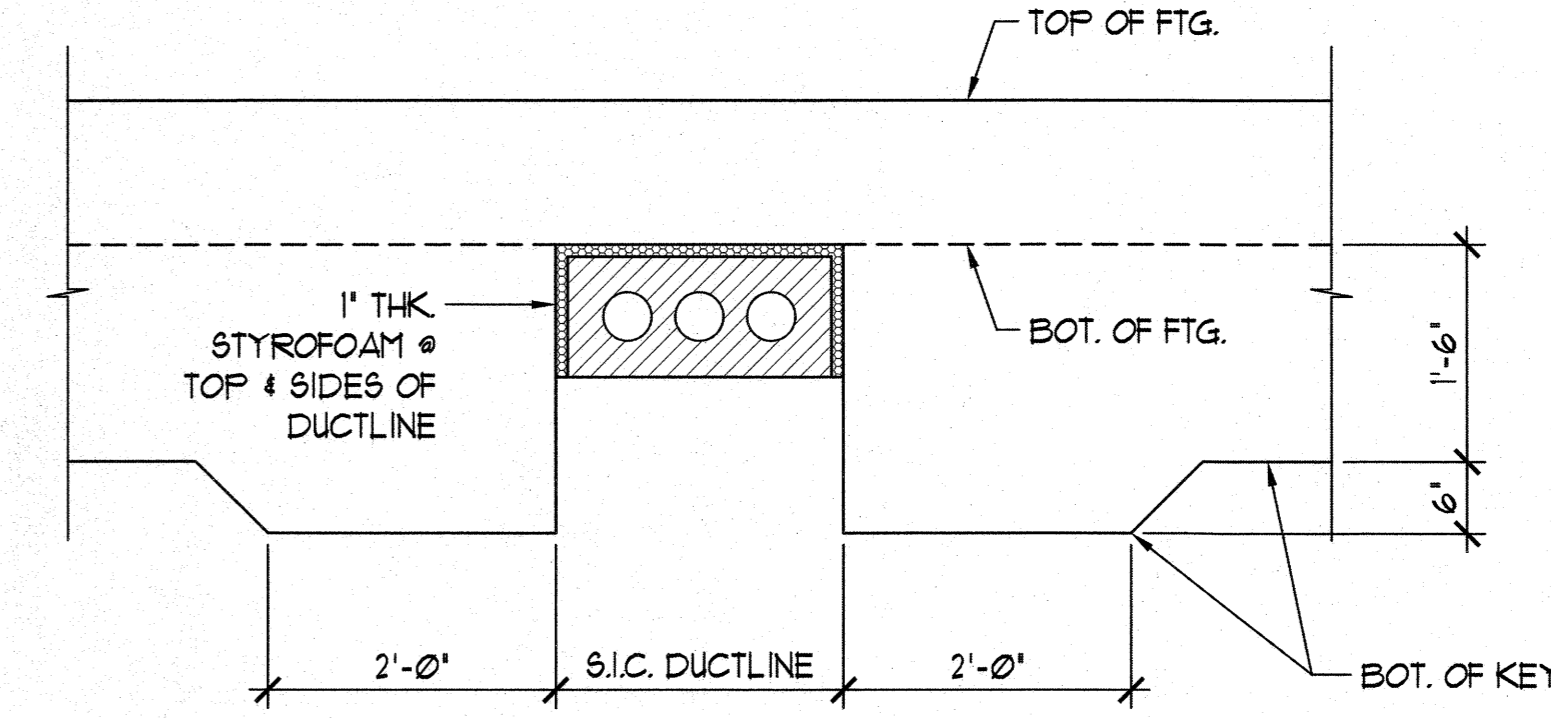
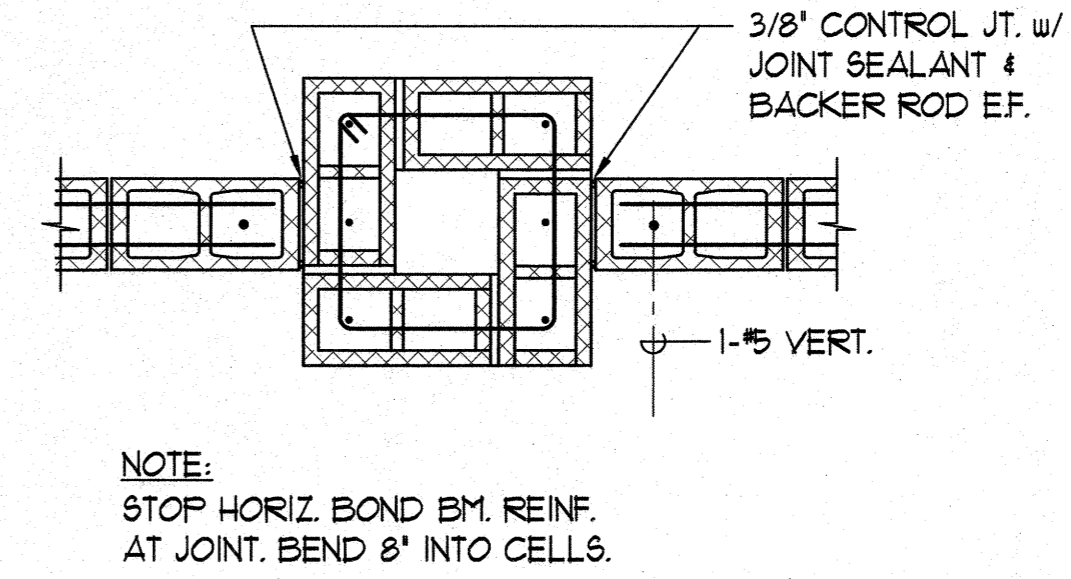
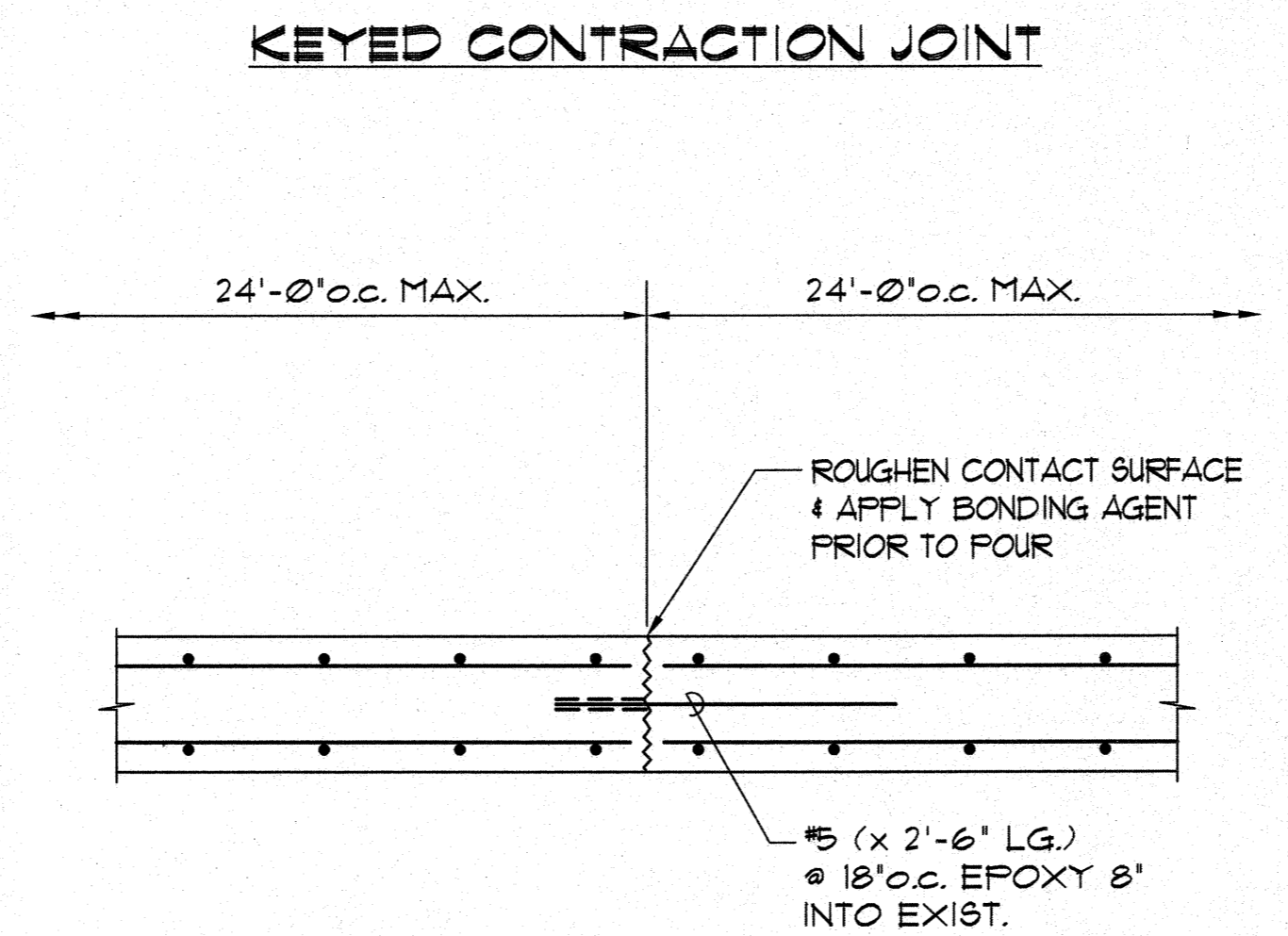
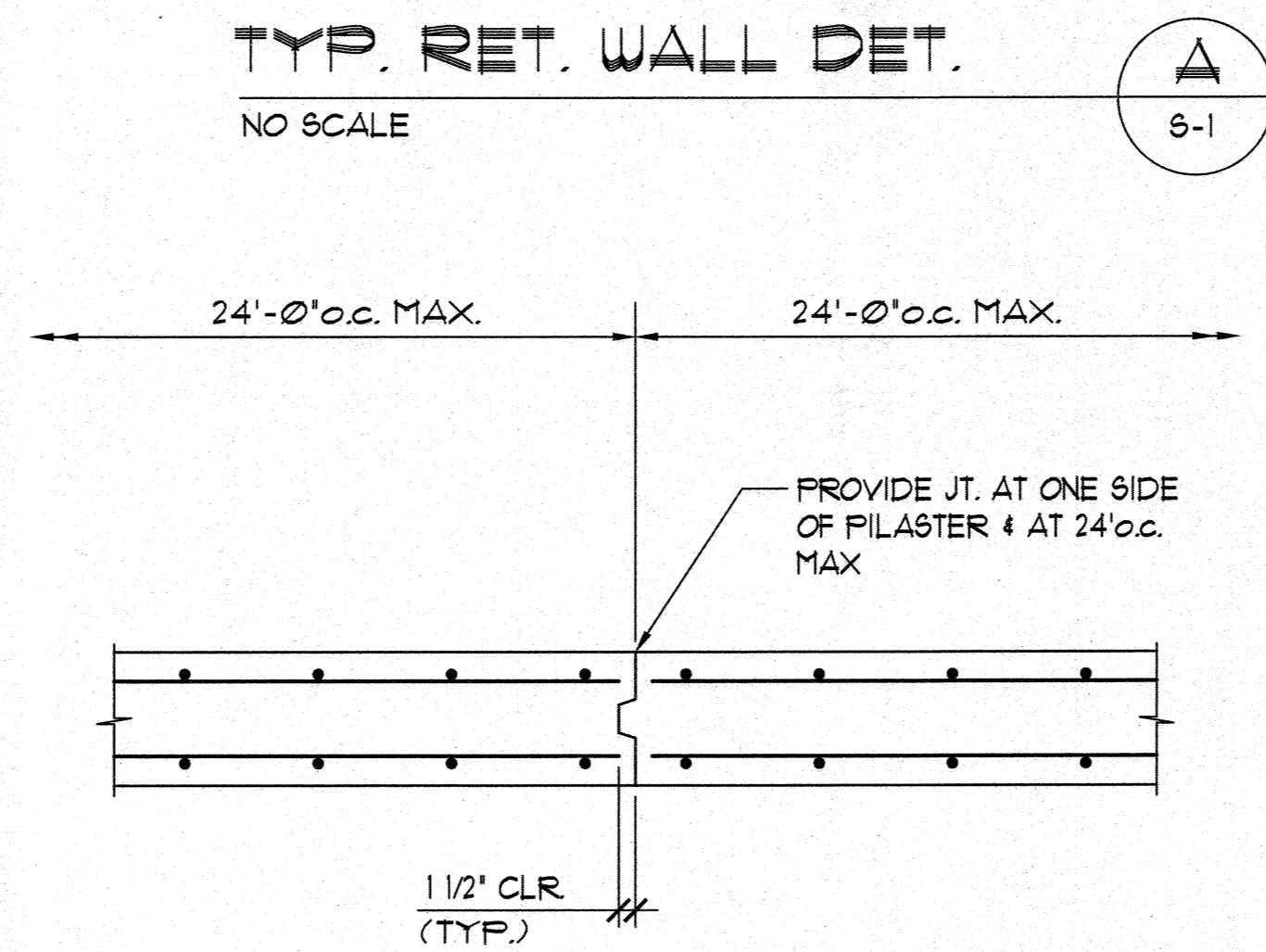
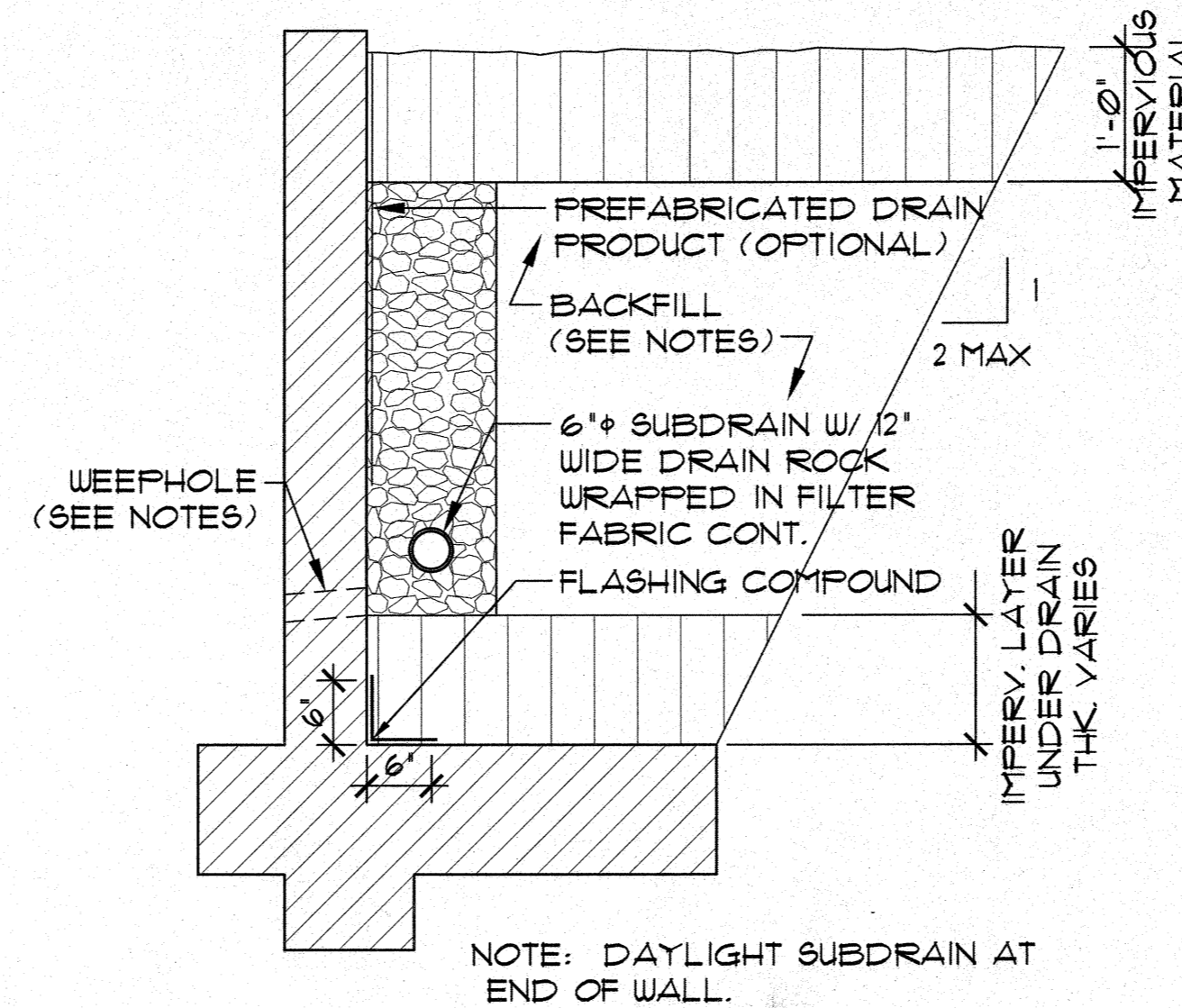
2. UNLESS OTHERWISE NOTED, SPLICES, LAPs, DOUel EXTENSIONS AND EMBEDMENTS SHALL BE 40 BAR DIAMETERS.

3. WHEREVER POSSIBLE, BOND BEAMS OF INTERSECTING WALLS SHALL BE CONSTRUCTED AT THE SAME ELEVATION. WHERE BOND BEAMS OF INTERSECTING WALLS DO NOT MATCH, BOND BEAM REINFORCING SHALL BE EMBEDDED INTO THE INTERSECTING WALL A MINIMUM OF 40 BAR DIAMETERS AND GROUTED.

SPECIAL INSPECTION

1. ITEMS REQUIRING SPECIAL INSPECTION:
MASONRY
REINFORCING STEEL

2. NOTIFY SPECIAL INSPECTOR 4 WORKING DAYS PRIOR TO NEED OF INSPECTION SERVICES.



THOMAS Y. TANIMURA
LICENSED PROFESSIONAL ENGINEER
No. 4926-S
HAWAII, U.S.A.

04/30/16
Expiration Date of the License

THIS WORK WAS PREPARED BY ME OR UNDER MY SUPERVISION AND CONSTRUCTION OF THIS PROJECT WILL BE UNDER MY OBSERVATION.

REVISION DATE	DESCRIPTION	MADE BY	APPROVED

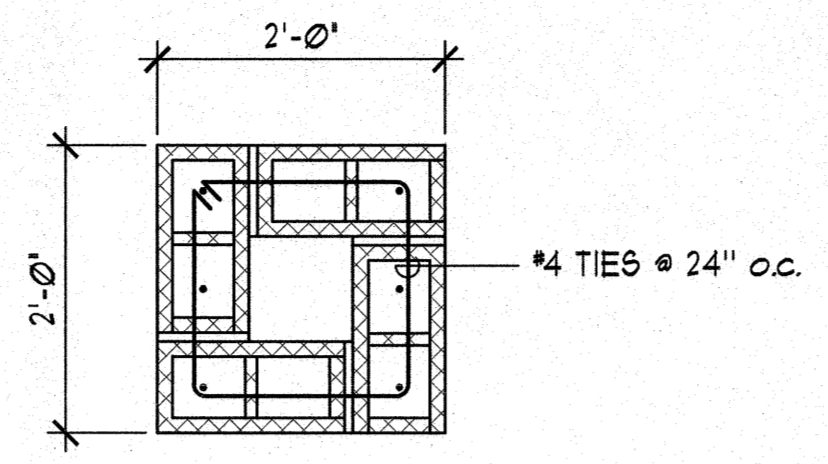
Community Planning and Engineering, Inc.
Engineering Design | Construction Management | Infrastructure Planning
1286 Queen Emma Street Honolulu, Hawaii

KANEHILI BARRIER WALL
HONOLULU, EWA, OAHU, HAWAII
OWNER AND DEVELOPER: DEPARTMENT OF HAWAIIAN HOME LANDS
TAX MAP KEY: 9-1-151:001, 055 9-1-153:001-013, 194
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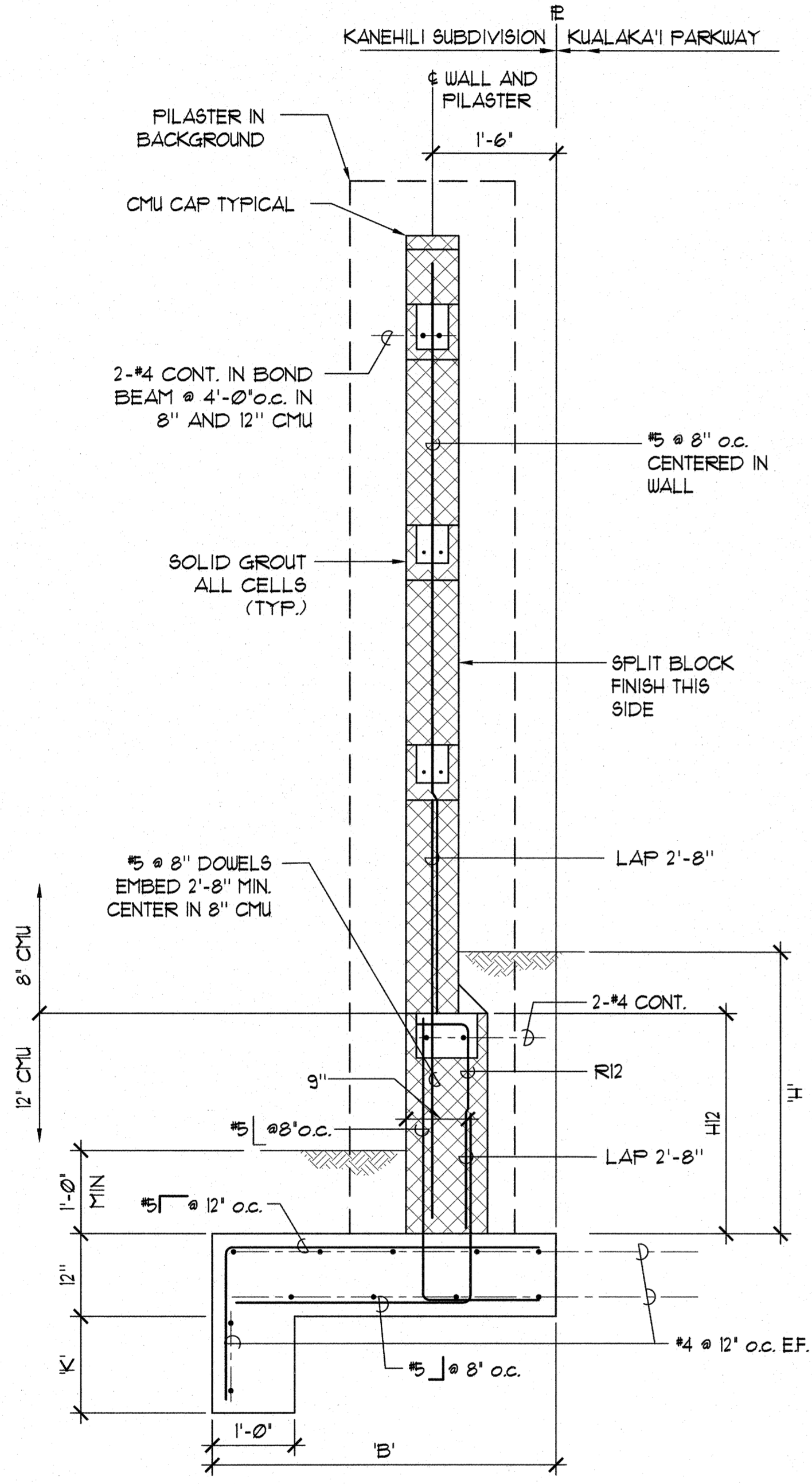
GENERAL NOTES & TYPICAL DETAILS

DRAWN BY: AH	ENGINEER: TT	CHECKED BY: TT
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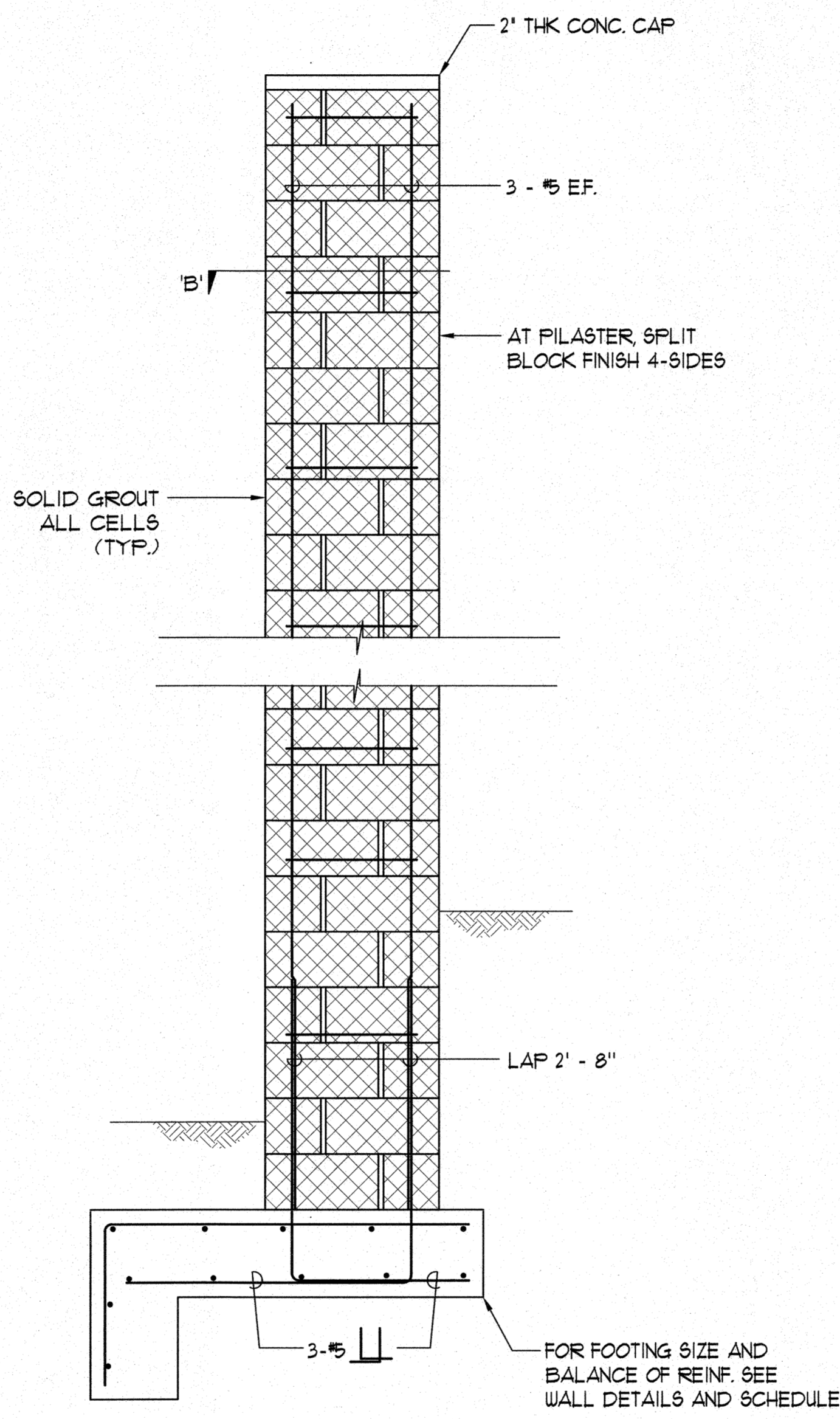
APPROVED:



SECTION 'B'



AT WALL



AT PILASTER

ROAD GRADE HIGHER RETAINING WALL SCHEDULE				
'H'	'B'	'K'	H12	R12
< 6'-8"	5'-0"	2'-0"	6'-0"	#5@6'o.c.
< 5'-8"	4'-8"	1'-6"	4'-8"	#5@6'o.c.
< 4'-8"	4'-4"	1'-2"	4'-0"	#5@6'o.c.
< 3'-8"	4'-3"	0'-10"	3'-4"	#5@6'o.c.
< 2'-8"	3'-11"	0'-8"	2'-0"	—
< 1'-8"	3'-9"	0'-4"	—	—
< 1'-0"	3'-9"	—	—	—

WALL/PILASTER SECTIONS WHERE ROAD GRADE HIGHER THAN SUBDIVISION

SC: 3/4" = 1'-0"



REVISION DATE	DESCRIPTION	MADE BY	APPROVED

Community Planning and Engineering, Inc.
 Engineering Design | Construction Management | Infrastructure Planning
 1286 Queen Emma Street Honolulu, Hawaii

KANEHILI BARRIER WALL
 HONOLULU, EWA, OAHU, HAWAII

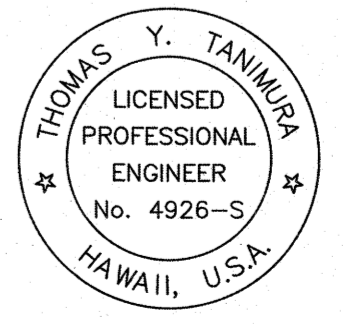
OWNER AND DEVELOPER: DEPARTMENT OF HAWAIIAN HOME LANDS
 TAX MAP KEY: 9-1-151:001, 055 9-1-153:001-013, 194
 TAX MAP KEY: 9-1-152:127, 129, 134, 135, 138, 139, 142, 143, 148-150, 159-161

WALL SECTIONS & SCHEDULE - 1

DRAWN BY: AH	ENGINEER: TT	CHECKED BY: TT
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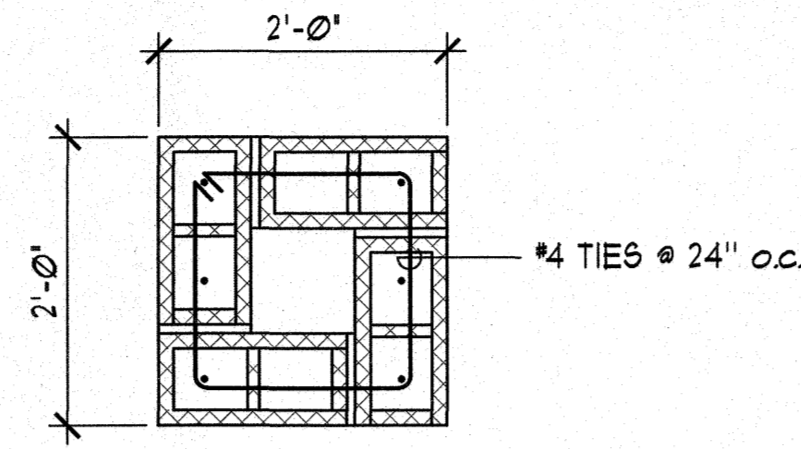
APPROVED: _____
 04/30/16
 Expiration Date of the License

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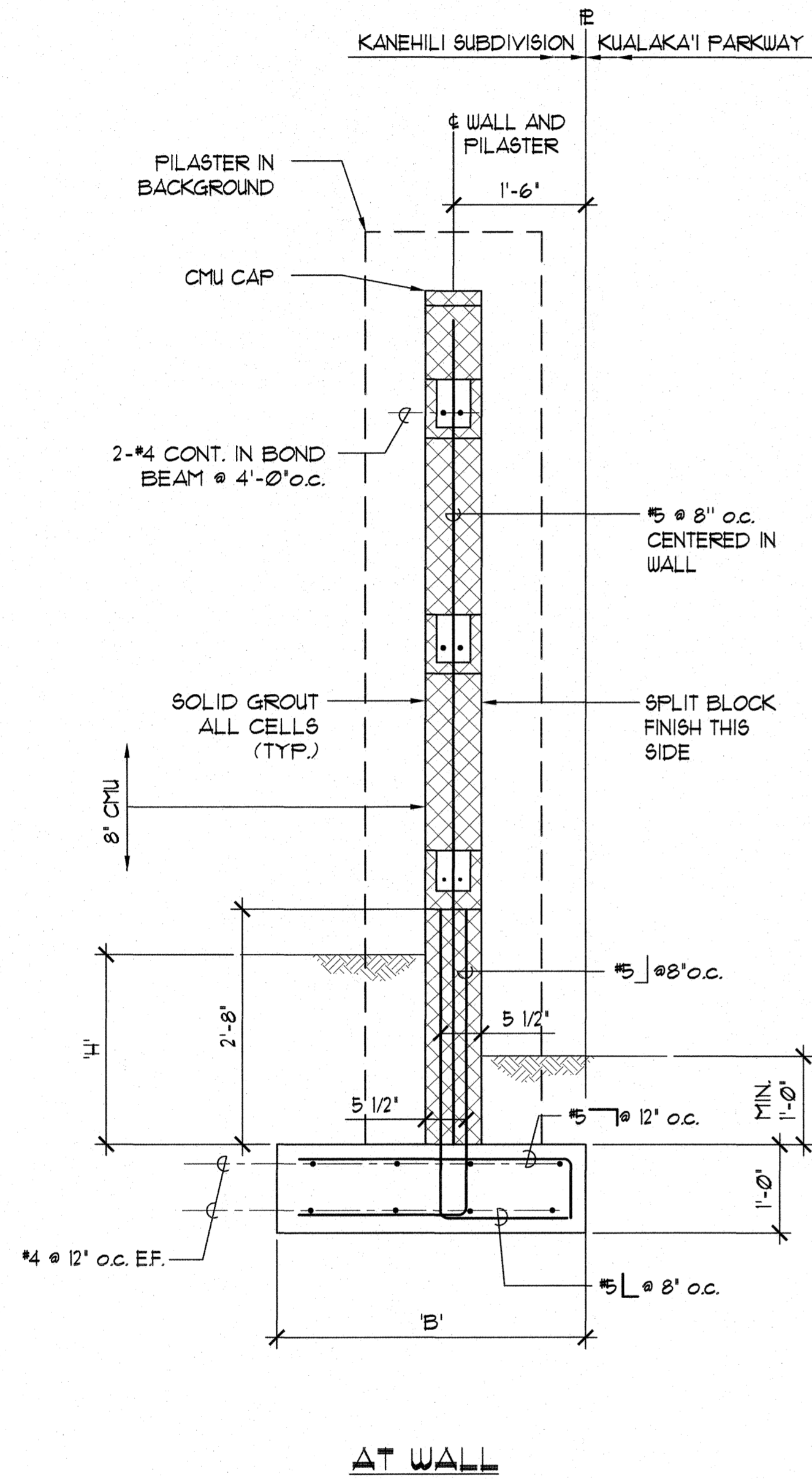


T. Y. Tanimoto
 04/30/16
 Expiration Date of the License

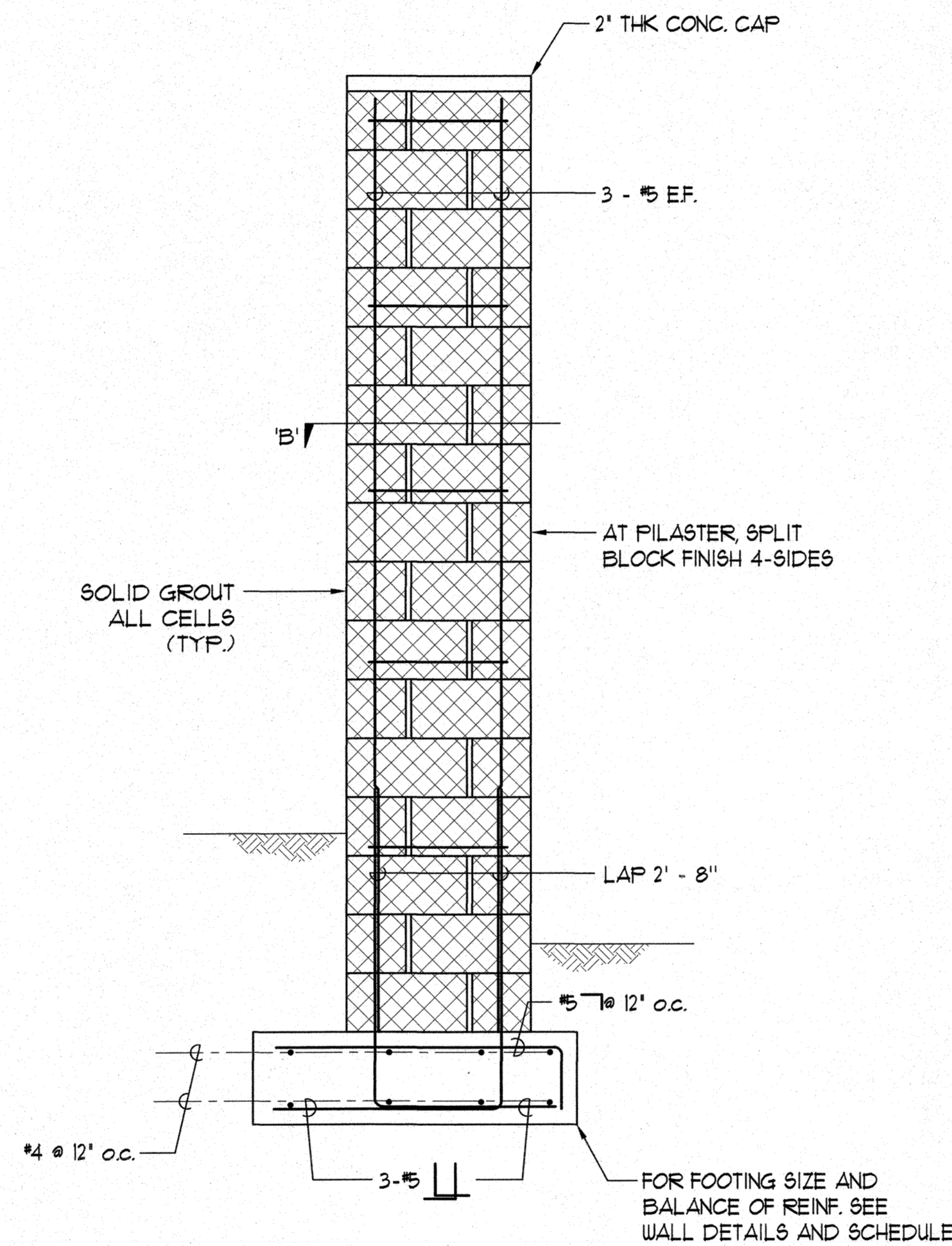
THIS WORK WAS PREPARED BY ME OR UNDER MY SUPERVISION AND CONSTRUCTION OF THIS PROJECT WILL BE UNDER MY OBSERVATION.



SECTION 'B'



AT WALL



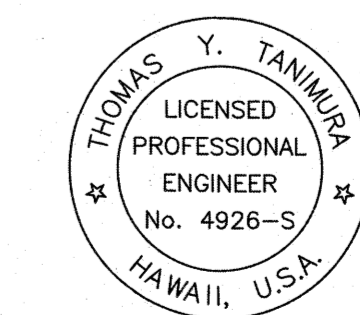
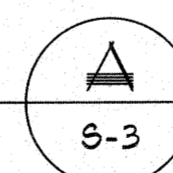
AT PILASTER

SUBDIVISION GRADE HIGHER
RETAINING WALL SCHEDULE

'H'	'B'
≤ 3'-0"	4'-6"
≤ 1'-8"	3'-9"
≤ 1'-0"	3'-9"

WALL/PILASTER SECTIONS WHERE SUBDIVION GRADE HIGHER THAN ROAD

SC: 3/4" = 1'-0"



T.Y. Tanimura
04/30/16
Expiration Date of the License

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REVISION DATE	DESCRIPTION	MADE BY	APPROVED

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Engineering Design | Construction Management | Infrastructure Planning
1286 Queen Emma Street Honolulu, Hawaii

KANEHILI BARRIER WALL
HONOLULU, EWA, OAHU, HAWAII

OWNER AND DEVELOPER: DEPARTMENT OF HAWAIIAN HOME LANDS
TAX MAP KEY: 9-1-151:001, 055 9-1-153:001-013, 194
TAX MAP KEY: 9-1-152:127, 129, 134, 135, 138, 139, 142, 143, 148-150, 159-161

WALL SECTIONS & SCHEDULE - 2

DRAWN BY: AH	ENGINEER: TT	CHECKED BY: TT
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APPROVED:

KANEHILI SIDEWALK REPAIR KAAPUWAI STREET AND PLACE AND KAMAKAHELEI STREET

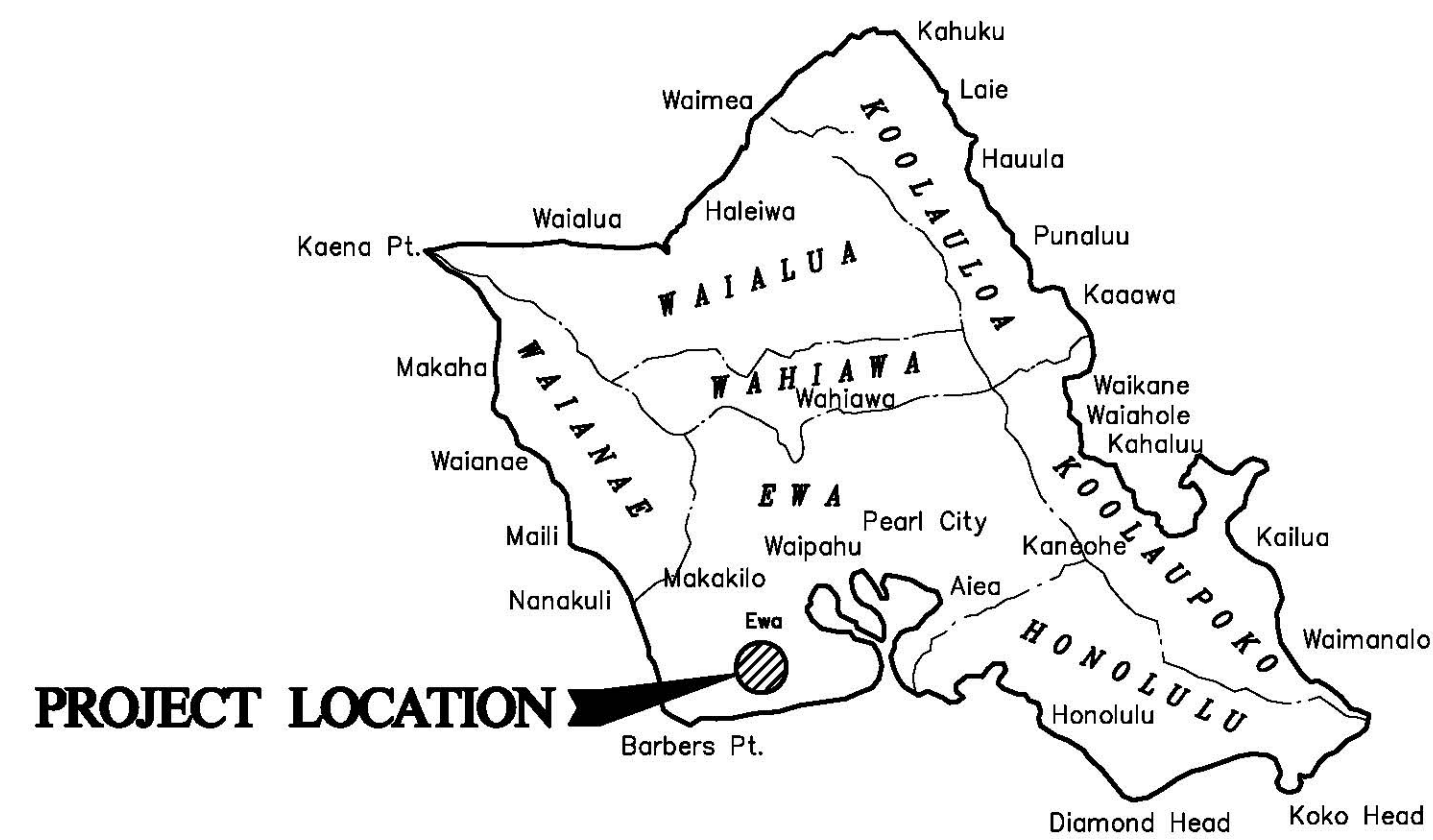
HONOULIULI, EWA, OAHU, HAWAII

OWNER AND DEVELOPER: DEPARTMENT OF HAWAIIAN HOME LANDS

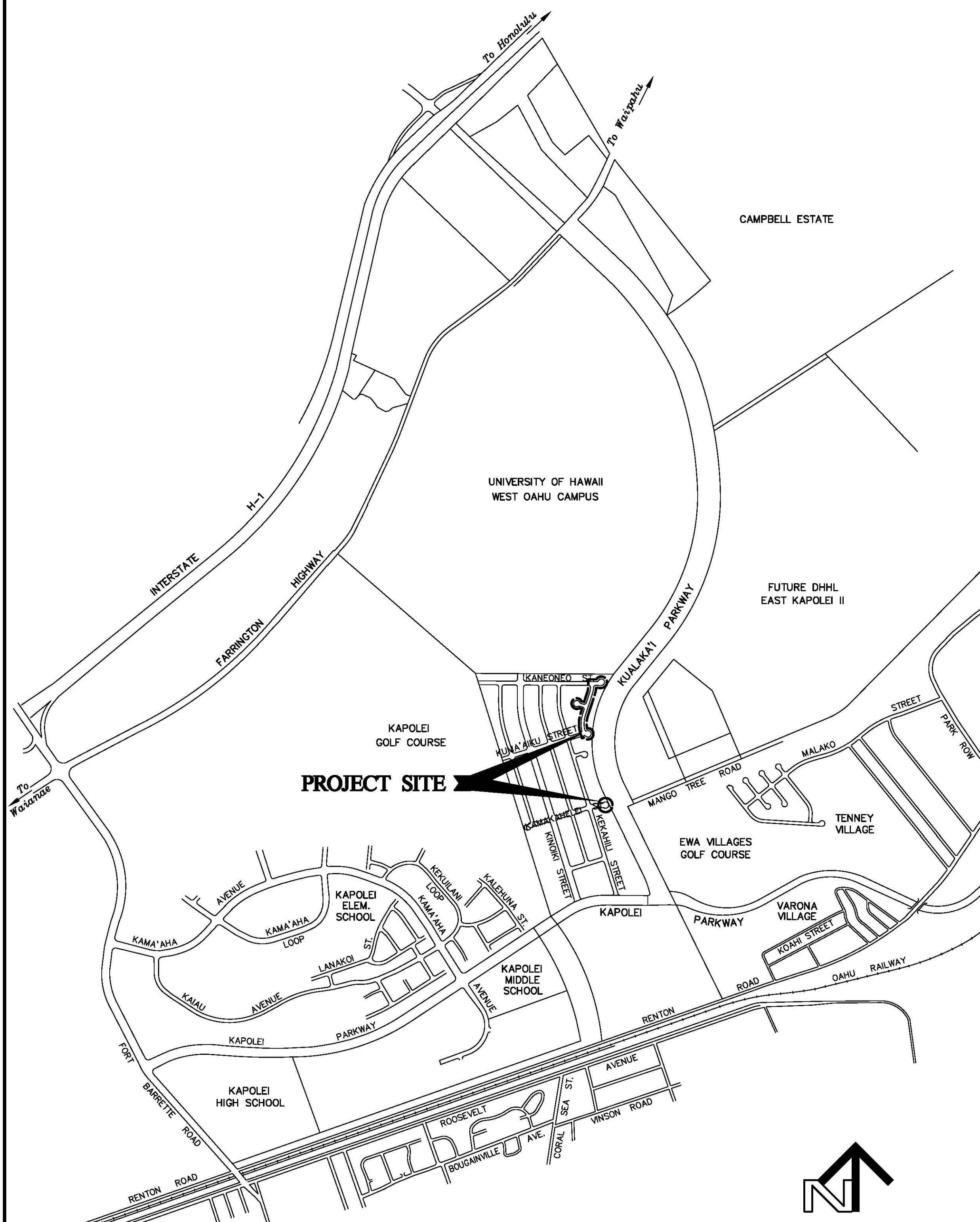
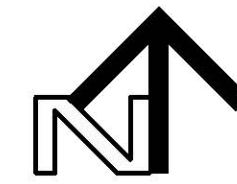
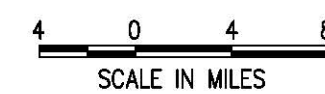
TAX MAP KEY: 9-1-151:055



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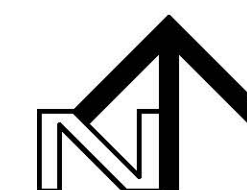
VICINITY MAP



PROJECT SITE

LOCATION MAP

NOT TO SCALE



INDEX TO DRAWINGS

SHT. NO.	DWG. NO.	DESCRIPTION
1	T-1	TITLE SHEET
2	C-1	GENERAL NOTES
3	C-2	GENERAL SITE PLAN
4-5	C-3 and C-4	SIDEWALK REPAIR PLANS 1 & 2
6-7	C-5 and C-6	DETAILS 1 & 2
8	C-7	TRAFFIC CONTROL PLAN

APPROVED

CHAIRMAN, HAWAIIAN HOMES COMMISSION
DEPARTMENT OF HAWAIIAN HOME LANDS
STATE OF HAWAII

DATE

DHHL - KANEHILI SIDEWALK REPAIR KAAPUWAI STREET AND PLACE AND KAMAKAHELEI STREET

GENERAL NOTES

1. THE CONTRACTOR SHALL OBSERVE AND COMPLY WITH ALL FEDERAL, STATE AND LOCAL LAWS REQUIRED FOR THE PROTECTION OF PUBLIC HEALTH, SAFETY AND ENVIRONMENTAL QUALITY.
2. UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH ORDINANCE NOS. 2875 AND 3375 (UNDERGROUND UTILITIES).
3. NO CONTRACTOR SHALL PERFORM ANY CONSTRUCTION OPERATION SO AS TO CAUSE FALLING ROCKS, SOIL OR DEBRIS IN ANY FORM TO FALL, SLIDE OR FLOW INTO EXISTING CITY DRAINAGE SYSTEMS, OR ADJOINING PROPERTIES, STREETS OR NATURAL WATERCOURSES. SHOULD SUCH VIOLATIONS OCCUR, THE CONTRACTOR MAY BE CITED AND THE CONTRACTOR SHALL IMMEDIATELY MAKE ANY REMEDIAL ACTIONS NECESSARY.
4. THE CONTRACTOR, AT HIS OWN EXPENSE, SHALL KEEP THE PROJECT AND SURROUNDING AREA FREE FROM DUST NUISANCE. THE WORK SHALL BE IN CONFORMANCE WITH THE AIR POLLUTION CONTROL STANDARDS AND REGULATIONS OF THE STATE DEPARTMENT OF HEALTH.
5. THE UNDERGROUND PIPES, CABLES OR DUCTLINES KNOWN TO EXIST BY THE ENGINEER FROM HIS SEARCH OF RECORDS ARE INDICATED ON THE PLANS. THE CONTRACTOR SHALL VERIFY THE LOCATIONS AND DEPTHS OF THE FACILITIES AND EXERCISE PROPER CARE IN EXCAVATING IN THE AREA. WHEREVER CONNECTIONS OF NEW UTILITIES TO EXISTING UTILITIES ARE SHOWN ON THE PLANS, THE CONTRACTOR SHALL EXPOSE THE EXISTING LINES AT THE PROPOSED CONNECTIONS TO VERIFY THEIR LOCATIONS AND DEPTHS PRIOR TO EXCAVATION FOR THE NEW LINES.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONFORMANCE WITH THE APPLICABLE PROVISIONS OF THE WATER QUALITY AND WATER POLLUTION CONTROL STANDARDS CONTAINED IN HAWAII ADMINISTRATIVE RULES, TITLE 11, CHAPTER 54, "WATER QUALITY STANDARDS", AND TITLE 11, CHAPTER 55, "WATER POLLUTION CONTROL", AS WELL AS CHAPTER 14 OF THE REVISED ORDINANCES OF HONOLULU, AS AMENDED. BEST MANAGEMENT PRACTICES SHALL BE EMPLOYED AT ALL TIMES DURING CONSTRUCTION.
7. ALL EXISTING UTILITIES, WHETHER OR NOT SHOWN ON THE PLANS, SHALL BE PROTECTED AT ALL TIMES UNLESS OTHERWISE NOTED.
8. THE CONTRACTOR SHALL PROVIDE, INSTALL AND MAINTAIN ALL NECESSARY SIGNS, LIGHTS, FLARES, BARRICADES, MARKERS, CONES, AND OTHER PROTECTIVE FACILITIES, AND SHALL TAKE ALL NECESSARY PRECAUTIONS FOR THE PROTECTION, CONVENIENCE AND SAFETY OF THE PUBLIC.
9. PURSUANT TO CHAPTER 6E, HRS, IN THE EVENT ANY ARTIFACTS OR HUMAN REMAINS ARE UNCOVERED DURING CONSTRUCTION OPERATIONS, THE CONTRACTOR SHALL IMMEDIATELY SUSPEND WORK AND NOTIFY THE HONOLULU POLICE DEPARTMENT, THE STATE DEPARTMENT OF LAND AND NATURAL RESOURCES-HISTORIC PRESERVATION DIVISION (892-8015). IN ADDITION, FOR NON-CITY PROJECTS, THE CONTRACTOR SHALL INFORM THE CIVIL ENGINEERING BRANCH, DEPARTMENT OF PLANNING AND PERMITTING (768-8084); AND FOR CITY PROJECTS, NOTIFY THE RESPONSIBLE CITY AGENCY.
10. DURING NON-WORKING HOURS, THE TRENCHES ON CITY STREETS SHALL BE COVERED WITH NON-SKID STEEL PLATES AND ALL LANES MAINTAINED OPEN FOR TRAFFIC.
11. ALL APPLICABLE CONSTRUCTION WORK SHALL BE DONE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, SEPTEMBER 1986 AND STANDARD DETAILS FOR PUBLIC WORKS CONSTRUCTION, SEPTEMBER 1984, AS AMENDED, OF DEPARTMENT OF PUBLIC WORKS, CITY AND COUNTY OF HONOLULU AND THE COUNTIES OF KAUAI, MAUI, AND HAWAII.
12. CONTRACTOR TO PROVIDE AS-BUILT DRAWINGS.
13. FOR BENCH MARK, SEE DWG NO. C-2

NATIONAL DISCHARGE ELIMINATION SYSTEM (NPDES) REQUIREMENTS FOR PERMIT PROJECTS WITHIN STATE HIGHWAY RIGHT-OF-WAY

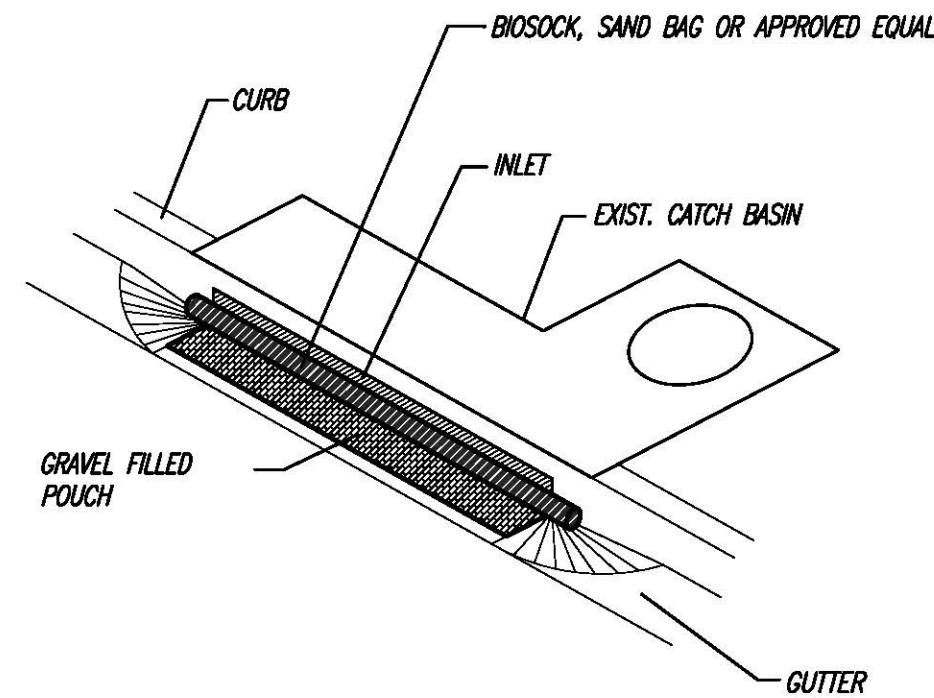
1. THE CONTRACTOR SHALL OBTAIN AND COMPLY WITH THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) REQUIREMENTS FOR OAHU DISTRICT PERMIT PROJECTS. THIS IS AVAILABLE AT THE OAHU DISTRICT OFFICE AT 727 KAKO STREET (PH. 831-6793). DUE TO POTENTIAL COST IMPACTS, THE CONTRACTOR NEEDS TO BE AWARE OF THESE REQUIREMENTS.
2. THE CONTRACTOR SHALL COMPLETE AND SUBMIT A CONTRACTOR'S CERTIFICATION OF NPDES COMPLIANCE, INCLUDING COMPLETION OF THE BEST MANAGEMENT PRACTICE (BMP) CHECKLIST AND SUBMITTAL OF A WRITTEN BMP PLAN AND DRAWINGS, PRIOR TO ISSUANCE OF THE PERMIT TO PERFORM WORK UPON STATE HIGHWAYS. DUE TO POTENTIAL TIME IMPACTS ON REVIEWING BMPs, THE CONTRACTOR NEEDS TO ALLOW ENOUGH TIME FOR THE APPROVAL PROCESS.
3. THE CONTRACTOR SHALL MEET APPLICABLE CONDITIONS DESCRIBED IN THE CURRENT HAWAII REVISED STATUTES (HAR) CHAPTER 11-55. THE CONTRACTOR SHALL ALSO FOLLOW THE GUIDELINES IN THE CURRENT HIGHWAYS DIVISION'S "CONSTRUCTION BEST MANAGEMENT PRACTICES FIELD MANUAL" IN DEVELOPING, INSTALLING AND MAINTAINING THE BEST MANAGEMENT PRACTICES (BMPs) FOR THE PROJECT. IF THERE ARE ANY CONFLICTS BETWEEN THE TWO DOCUMENTS, THEN THE CONDITIONS IN THE HAR 11-55 SHALL GOVERN.
4. THE CONTRACTOR SHALL FOLLOW THE GUIDELINES IN THE CITY AND COUNTY OF HONOLULU'S "RULES FOR SOIL EROSION STANDARDS AND GUIDELINES" FOR THE PROJECT.
5. PLEASE BE ADVISED THAT NPDES REQUIREMENTS FOR PERMIT PROJECTS WITHIN STATE HIGHWAY RIGHT-OF-WAY ARE SUBJECT TO CHANGE WITHOUT PRIOR NOTICE.

DISABILITY AND COMMUNICATION ACCESS BOARD (DCAB) REQUIREMENTS

WHERE PEDESTRIAN WALKWAYS EXIST, THEY SHALL BE MAINTAINED IN PASSABLE CONDITION OR OTHER FACILITIES FOR PEDESTRIANS SHALL BE PROVIDED. PASSAGE BETWEEN WALKWAYS AT INTERSECTIONS SHALL LIKEWISE BE PROVIDED. TEMPORARY PEDESTRIAN PASSAGES SHALL BE ACCESSIBLE PER ADAG 4.1.1 (4) AND SHALL COMPLY W/ADAG 4.3.1.

CONSTRUCTION BMPs

1. THE FOLLOWING SPECIAL CONDITIONS APPLY TO ALL LAND DISTURBANCE WORK CONDUCTED UNDER THE GENERAL PERMIT:
 - A. CONSTRUCTION MANAGEMENT TECHNIQUES INCLUDE:
 1. CLEARING AND GRUBBING SHALL BE HELD TO THE MINIMUM NECESSARY FOR GRADING AND EQUIPMENT OPERATION.
 2. EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IN PLACE AND FUNCTIONAL BEFORE EARTH MOVING OPERATIONS BEGIN AND SHALL BE CONSTRUCTED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. TEMPORARY MEASURES MAY BE REMOVED AT THE BEGINNING OF THE WORK DAY, BUT SHALL BE REPLACED AT THE END OF THE WORK DAY.
 3. ALL CONTROL MEASURES SHALL BE CHECKED AND REPAIRED, AS NECESSARY, WEEKLY IN DRY PERIODS AND WITHIN 24-HOUR PERIOD DURING PROLONGED RAINFALL. DAILY CHECKING IS NECESSARY. THE PERMITEE SHALL MAINTAIN RECORDS OF CHECKS AND REPAIRS.
 4. A SPECIFIC INDIVIDUAL SHALL BE DESIGNATED TO BE RESPONSIBLE FOR EROSION AND SEDIMENT CONTROLS ON EACH PROJECT SITE.
 - B. VEGETATION CONTROLS INCLUDE:
 1. PRE-CONSTRUCTION VEGETATIVE GROUND OR MULCH COVER SHALL NOT BE DESTROYED, REMOVED OR DISTURBED MORE THAN 20 CALENDAR DAYS PRIOR TO SITE DISTURBANCE.
 2. TEMPORARY SOIL STABILIZATION WITH APPROPRIATE VEGETATION OR MULCH SHALL BE APPLIED ON AREAS THAT WILL REMAIN UNFINISHED FOR MORE THAN 30 CALENDAR DAYS.
 3. PERMANENT SOIL STABILIZATION WITH PERENNIAL VEGETATION SHALL BE APPLIED AS SOON AS PRACTICABLE AFTER FINAL GRADING.
 - C. STRUCTURAL CONTROLS INCLUDE:
 1. ALL SURFACE WATER FLOWING TOWARD THE CONSTRUCTION AREA SHALL BE DIVERTED BY USING BERMS, CHANNELS, SEDIMENT TRAPS, AND OTHER APPROPRIATE CONTROL MEASURES, AS PRACTICAL.
 2. EROSION CONTROL MEASURES SHALL BE DESIGNED ACCORDING TO THE SIZE OF DISTURBED OR DRAINAGE AREAS, TO DETAIN RUNOFF AND TRAP SEDIMENT.
 3. WATER MUST BE DISCHARGED THROUGH A PIPE OR LINED CHANNEL SO THAT THE DISCHARGE DOES NOT CAUSE EROSION.
 4. STORM DRAIN INLET PROTECTION.
 - D. EROSION CONTROLS / BEST MANAGEMENT PRACTICE INCLUDE:
 1. GOOD HOUSEKEEPING SHALL BE UTILIZED TO ENSURE PROTECTION OF ROADWAYS FROM MUD, DIRT, AND DEBRIS.
 2. THE CONTRACTOR SHALL ENSURE THAT ALL TIRES OF CONSTRUCTION VEHICLES ARE SUFFICIENTLY CLEANED OFF SO THAT DIRT OR DEBRIS IS NOT TRACKED OFF THE CONSTRUCTION SITE. WASHING OFF TIRES WITH WATER WILL NOT BE ACCEPTABLE UNLESS THE RUNOFF IS CONTAINED AND DOES NOT ENTER THE STORM DRAIN SYSTEM OR ONTO THE ROADWAY.
 3. AT THE END OF GRADING OPERATIONS AND AT THE COMPLETION OF PROJECT, CONTRACTOR SHALL INSPECT ALL CATCH BASIN, DRAIN INLET AND DRAIN MANHOLE SURROUNDING THE PROJECT SITE. ANY ACCUMULATED SEDIMENT AND DEBRIS FOUND IN THE STORM DRAIN STRUCTURES SHALL BE REMOVED. PLEASE NOTE THAT FLUSHING INTO THE DRAIN STRUCTURES ARE PROHIBITED.
 4. ANY DIRT OR GRASSSED AREA DISTURBED SHALL BE RESTORED BY RE-GRASSING THE AREA OR BY SEEDED HYDROMULCH. THE GRASS SHALL BE FULLY ESTABLISHED AT COMPLETION OF PROJECT.



NOTE:
CONTRACTOR SHALL REMOVE SEDIMENT CONTROL FILTER DURING AN ABOVE-NORMAL RAINFALL EVENT AND REPLACE AFTER EVENT HAS PASSED.

DETAIL - SEDIMENT CONTROL FILTER AT EXISTING CATCH BASIN
NOT TO SCALE

REVISION DATE	DESCRIPTION	MADE BY	APPROVED

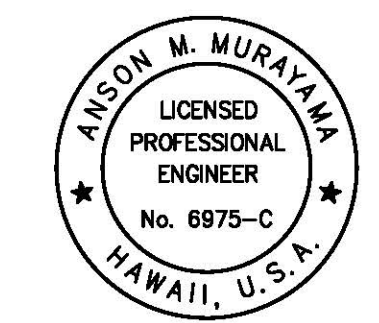
Community Planning and Engineering, Inc.
 Engineering Design | Construction Management | Infrastructure Planning
 1280 Queen Emma Street Honolulu, Hawaii

**KANEHILI SIDEWALK REPAIR
 KAAPUWAI STREET AND PLACE
 AND
 KAMAKAHELEI STREET**
 HONOLULU, EWA, OAHU, HAWAII
 OWNER AND DEVELOPER: DEPARTMENT OF HAWAIIAN HOME LANDS
 TAX MAP KEY: 9-1-151:055

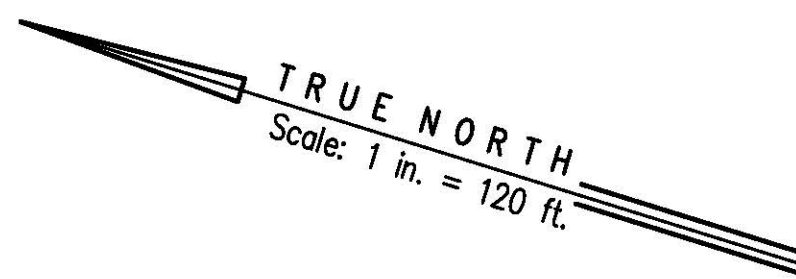
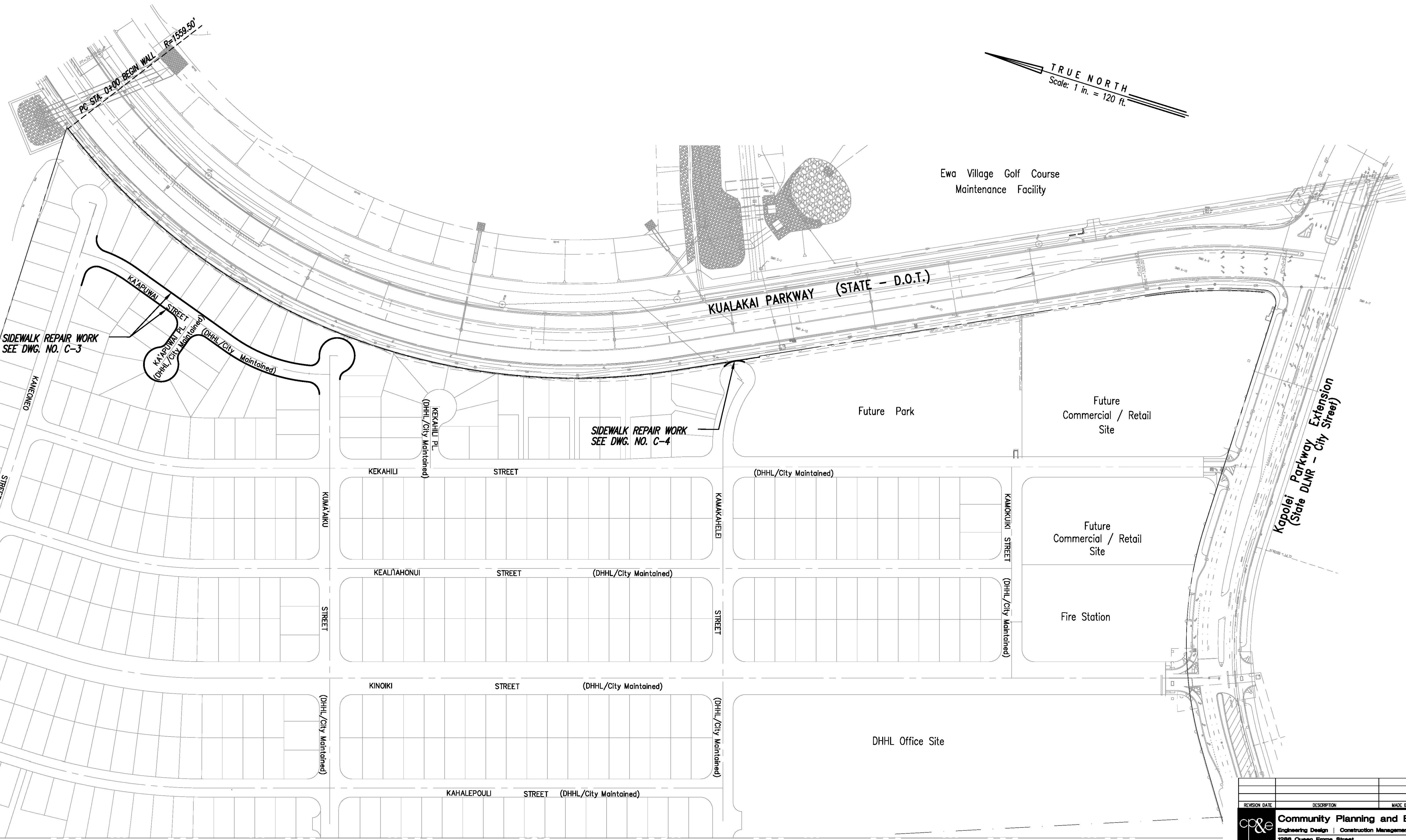
GENERAL NOTES

DRAWN BY: MFN ENGINEER: SS, HWH CHECKED BY: AM

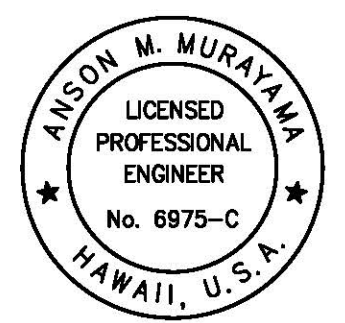
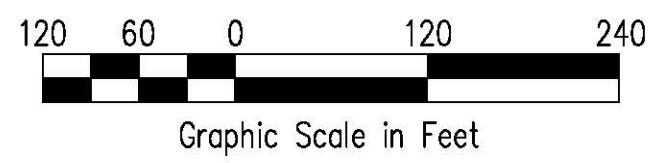
APPROVED:



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GENERAL SITE PLAN
Scale: 1"=120'



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REVISION DATE	DESCRIPTION	MADE BY	APPROVED

Community Planning and Engineering, Inc.
Engineering Design | Construction Management | Infrastructure Planning
1280 Queen Emma Street Honolulu, Hawaii

**KANEHILI SIDEWALK REPAIR
KAAPUWAI STREET AND PLACE
AND
KAMAHAHELEI STREET**
HONOLULU, EWA, OAHU, HAWAII
OWNER AND DEVELOPER: DEPARTMENT OF HAWAIIAN HOME LANDS
TAX MAP KEY: 9-1-151:055

GENERAL SITE PLAN

DRAWN BY: MFN ENGINEER: SS, HWH CHECKED BY: AM

APPROVED:

REPAIR NOTES

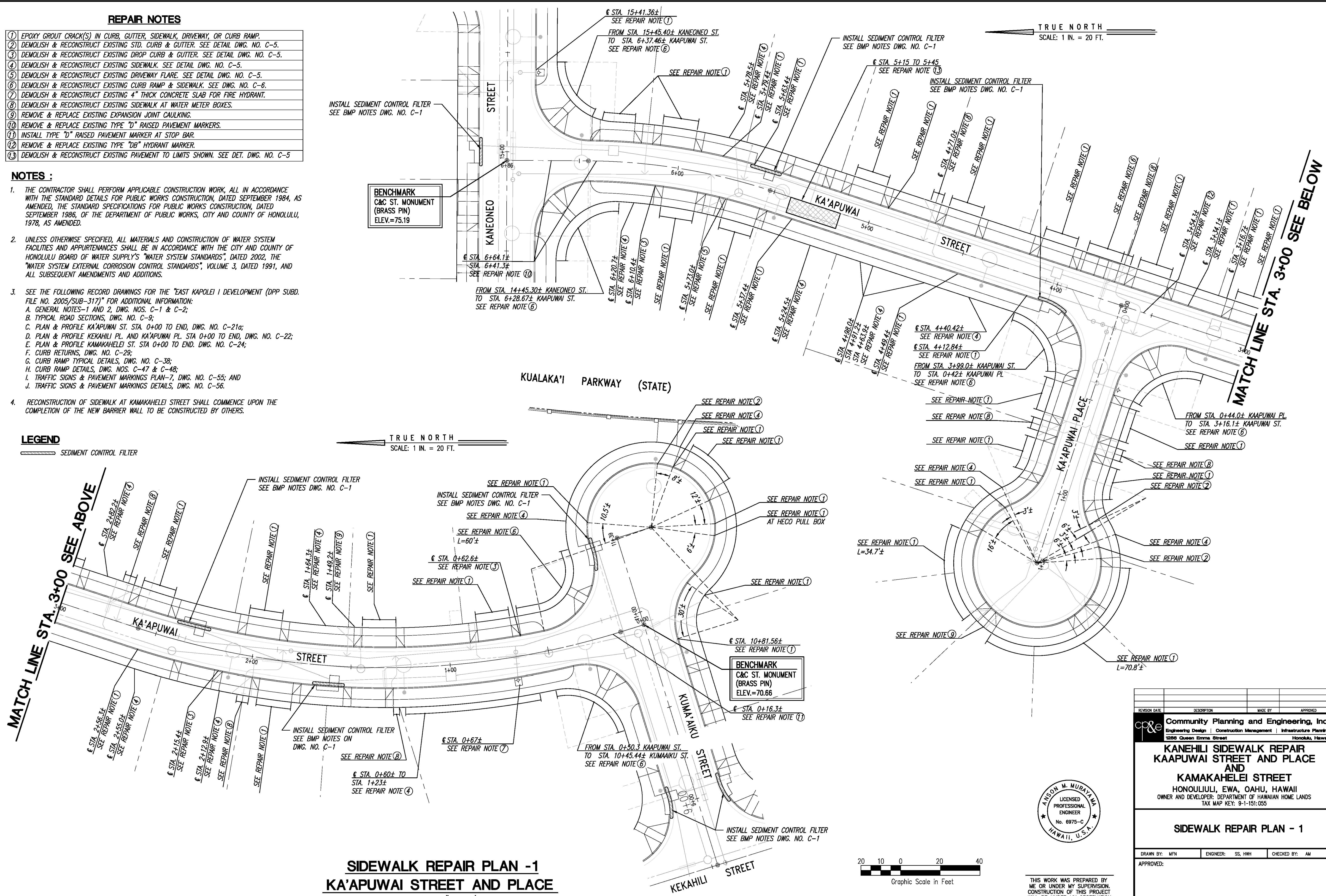
- ① EPOXY GROUT CRACK(S) IN CURB, GUTTER, SIDEWALK, DRIVEWAY, OR CURB RAMP.
- ② DEMOLISH & RECONSTRUCT EXISTING STD. CURB & GUTTER. SEE DETAIL DWG. NO. C-5.
- ③ DEMOLISH & RECONSTRUCT EXISTING DROP CURB & GUTTER. SEE DETAIL DWG. NO. C-5.
- ④ DEMOLISH & RECONSTRUCT EXISTING SIDEWALK. SEE DETAIL DWG. NO. C-5.
- ⑤ DEMOLISH & RECONSTRUCT EXISTING DRIVEWAY FLARE. SEE DETAIL DWG. NO. C-5.
- ⑥ DEMOLISH & RECONSTRUCT EXISTING CURB RAMP & SIDEWALK. SEE DWG. NO. C-6.
- ⑦ DEMOLISH & RECONSTRUCT EXISTING 4" THICK CONCRETE SLAB FOR FIRE HYDRANT.
- ⑧ DEMOLISH & RECONSTRUCT EXISTING SIDEWALK AT WATER METER BOXES.
- ⑨ REMOVE & REPLACE EXISTING EXPANSION JOINT CAULKING.
- ⑩ REMOVE & REPLACE EXISTING TYPE "D" RAISED PAVEMENT MARKERS.
- ⑪ INSTALL TYPE "D" RAISED PAVEMENT MARKER AT STOP BAR.
- ⑫ REMOVE & REPLACE EXISTING TYPE "DB" HYDRANT MARKER.
- ⑬ DEMOLISH & RECONSTRUCT EXISTING PAVEMENT TO LIMITS SHOWN. SEE DET. DWG. NO. C-5

NOTES :

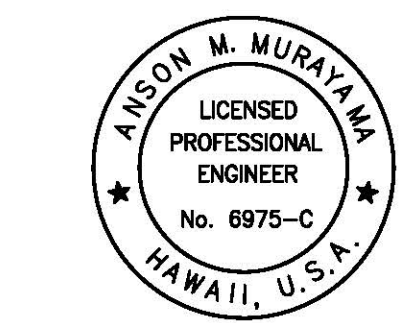
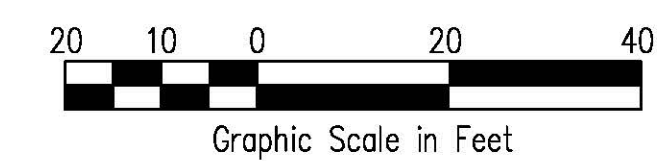
1. THE CONTRACTOR SHALL PERFORM APPLICABLE CONSTRUCTION WORK, ALL IN ACCORDANCE WITH THE STANDARD DETAILS FOR PUBLIC WORKS CONSTRUCTION, DATED SEPTEMBER 1984, AS AMENDED, THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, DATED SEPTEMBER 1986, OF THE DEPARTMENT OF PUBLIC WORKS, CITY AND COUNTY OF HONOLULU, 1978, AS AMENDED.
2. UNLESS OTHERWISE SPECIFIED, ALL MATERIALS AND CONSTRUCTION OF WATER SYSTEM FACILITIES AND APPURTENANCES SHALL BE IN ACCORDANCE WITH THE CITY AND COUNTY OF HONOLULU BOARD OF WATER SUPPLY'S "WATER SYSTEM STANDARDS", DATED 2002, THE "WATER SYSTEM EXTERNAL CORROSION CONTROL STANDARDS", VOLUME 3, DATED 1991, AND ALL SUBSEQUENT AMENDMENTS AND ADDITIONS.
3. SEE THE FOLLOWING RECORD DRAWINGS FOR THE "EAST KAPOLEI I DEVELOPMENT (DPP SUBD. FILE NO. 2005/SUB-317)" FOR ADDITIONAL INFORMATION:
 - A. GENERAL NOTES-1 AND 2, DWG. NOS. C-1 & C-2;
 - B. TYPICAL ROAD SECTIONS, DWG. NO. C-9;
 - C. PLAN & PROFILE KA'APUWAI ST. STA. 0+00 TO END, DWG. NO. C-21a;
 - D. PLAN & PROFILE KEKAHILI PL. AND KA'APUWAI PL. STA 0+00 TO END, DWG. NO. C-22;
 - E. PLAN & PROFILE KAMAKAHELEI ST. STA 0+00 TO END. DWG. NO. C-24;
 - F. CURB RETURNS, DWG. NO. C-29;
 - G. CURB RAMP TYPICAL DETAILS, DWG. NO. C-38;
 - H. CURB RAMP DETAILS, DWG. NOS. C-47 & C-48;
 - I. TRAFFIC SIGNS & PAVEMENT MARKINGS PLAN-7, DWG. NO. C-55; AND
 - J. TRAFFIC SIGNS & PAVEMENT MARKINGS DETAILS, DWG. NO. C-56.
4. RECONSTRUCTION OF SIDEWALK AT KAMAKAHELEI STREET SHALL COMMENCE UPON THE COMPLETION OF THE NEW BARRIER WALL TO BE CONSTRUCTED BY OTHERS.

LEGEND

— SEDIMENT CONTROL FILTER



SIDEWALK REPAIR PLAN -1
KA'APUWAI STREET AND PLACE
 SCALE: 1" = 20'



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REVISION DATE:	DESCRIPTION:	MADE BY:	APPROVED:
Community Planning and Engineering, Inc. Engineering Design Construction Management Infrastructure Planning 1280 Queen Emma Street Honolulu, Hawaii			
KANEHILI SIDEWALK REPAIR AND KAAPUWAI STREET AND PLACE AND KAMAKAHELEI STREET HONOLULU, EWA, OAHU, HAWAII OWNER AND DEVELOPER: DEPARTMENT OF HAWAIIAN HOME LANDS TAX MAP KEY: 9-1-151:055			
SIDEWALK REPAIR PLAN - 1			
DRAWN BY: MFN	ENGINEER: SS, HWH	CHECKED BY: AM	
APPROVED:			

REPAIR NOTES

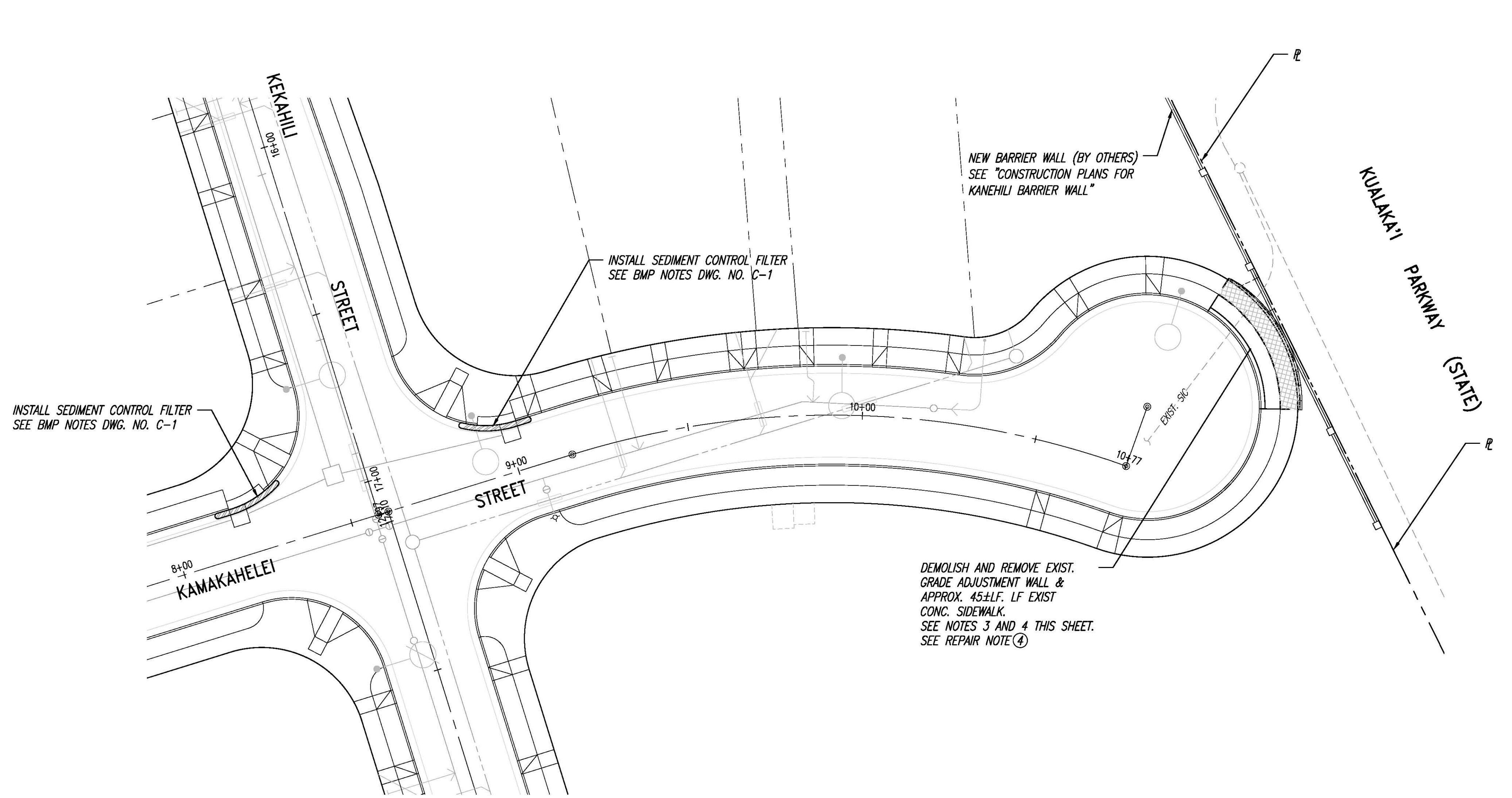
- ① EPOXY GROUT CRACK(S) IN CURB, GUTTER, SIDEWALK, DRIVEWAY, OR CURB RAMP.
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- ⑬ DEMOLISH & RECONSTRUCT EXISTING PAVEMENT TO LIMITS SHOWN. SEE DET. DWG. NO. C-5

NOTES :

1. THE CONTRACTOR SHALL PERFORM APPLICABLE CONSTRUCTION WORK, ALL IN ACCORDANCE WITH THE STANDARD DETAILS FOR PUBLIC WORKS CONSTRUCTION, DATED SEPTEMBER 1984, AS AMENDED, THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, DATED SEPTEMBER 1986, OF THE DEPARTMENT OF PUBLIC WORKS, CITY AND COUNTY OF HONOLULU, 1978, AS AMENDED.
2. UNLESS OTHERWISE SPECIFIED, ALL MATERIALS AND CONSTRUCTION OF WATER SYSTEM FACILITIES AND APPURTENANCES SHALL BE IN ACCORDANCE WITH THE CITY AND COUNTY OF HONOLULU BOARD OF WATER SUPPLY'S "WATER SYSTEM STANDARDS", DATED 2002, THE "WATER SYSTEM EXTERNAL CORROSION CONTROL STANDARDS", VOLUME 3, DATED 1991, AND ALL SUBSEQUENT AMENDMENTS AND ADDITIONS.
3. SEE THE FOLLOWING RECORD DRAWINGS FOR THE "EAST KAPOLEI I DEVELOPMENT (DPP SUBD. FILE NO. 2005/SUB-317)" FOR ADDITIONAL INFORMATION:
 - A. GENERAL NOTES-1 AND 2, DWG. NOS. C-1 & C-2;
 - B. TYPICAL ROAD SECTIONS, DWG. NO. C-9;
 - C. PLAN & PROFILE KA'APUWAI ST. STA. 0+00 TO END, DWG. NO. C-21a;
 - D. PLAN & PROFILE KEKAHILI PL. AND KA'APUWAI PL. STA 0+00 TO END, DWG. NO. C-22;
 - E. PLAN & PROFILE KAMAKAHELEI ST. STA 0+00 TO END. DWG. NO. C-24;
 - F. CURB RETURNS, DWG. NO. C-29;
 - G. CURB RAMP TYPICAL DETAILS, DWG. NO. C-38;
 - H. CURB RAMP DETAILS, DWG. NOS. C-47 & C-48;
 - I. TRAFFIC SIGNS & PAVEMENT MARKINGS PLAN-7, DWG. NO. C-55; AND
 - J. TRAFFIC SIGNS & PAVEMENT MARKINGS DETAILS, DWG. NO. C-56.
4. RECONSTRUCTION OF SIDEWALK AT KAMAKAHELEI STREET SHALL COMMENCE UPON THE COMPLETION OF THE NEW BARRIER WALL TO BE CONSTRUCTED BY OTHERS.

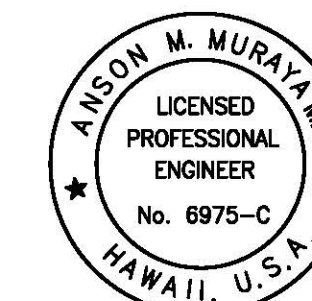
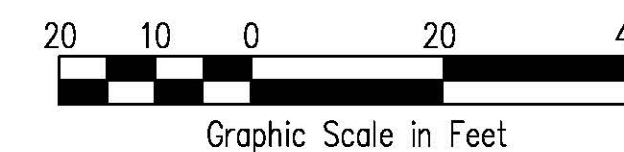
LEGEND

▬▬▬▬▬ SEDIMENT CONTROL FILTER



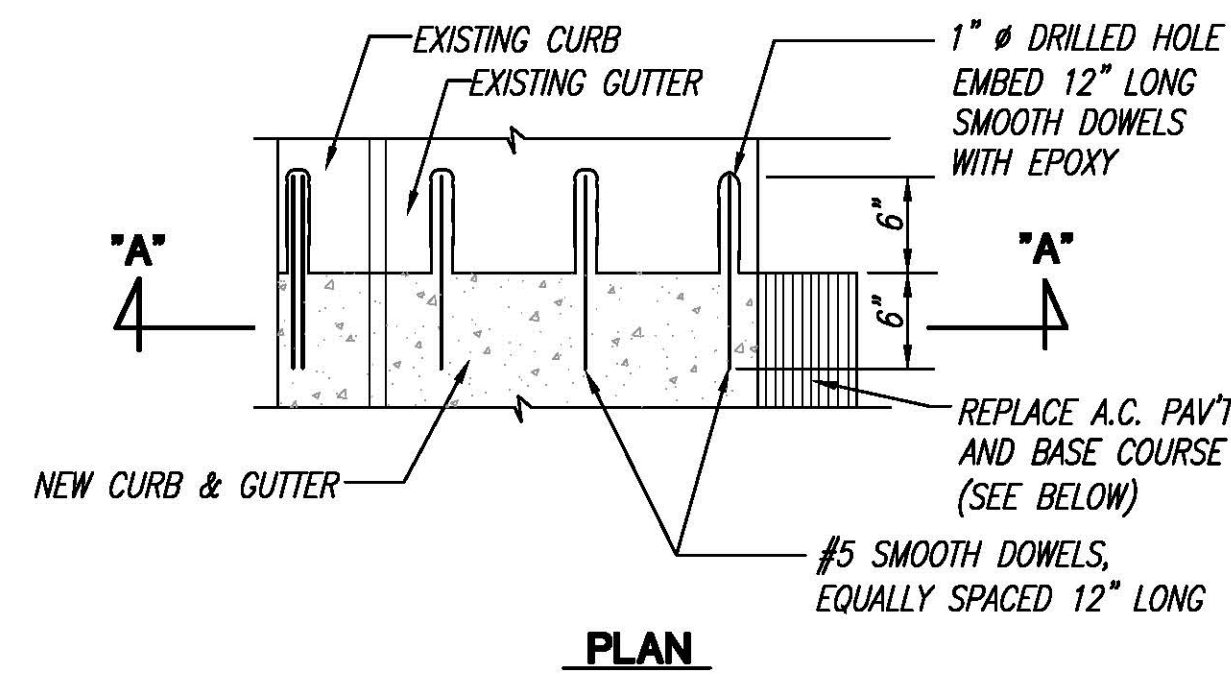
**SIDEWALK REPAIR PLAN - 2
KAMAKAHELEI STREET**

SCALE: 1" = 20'

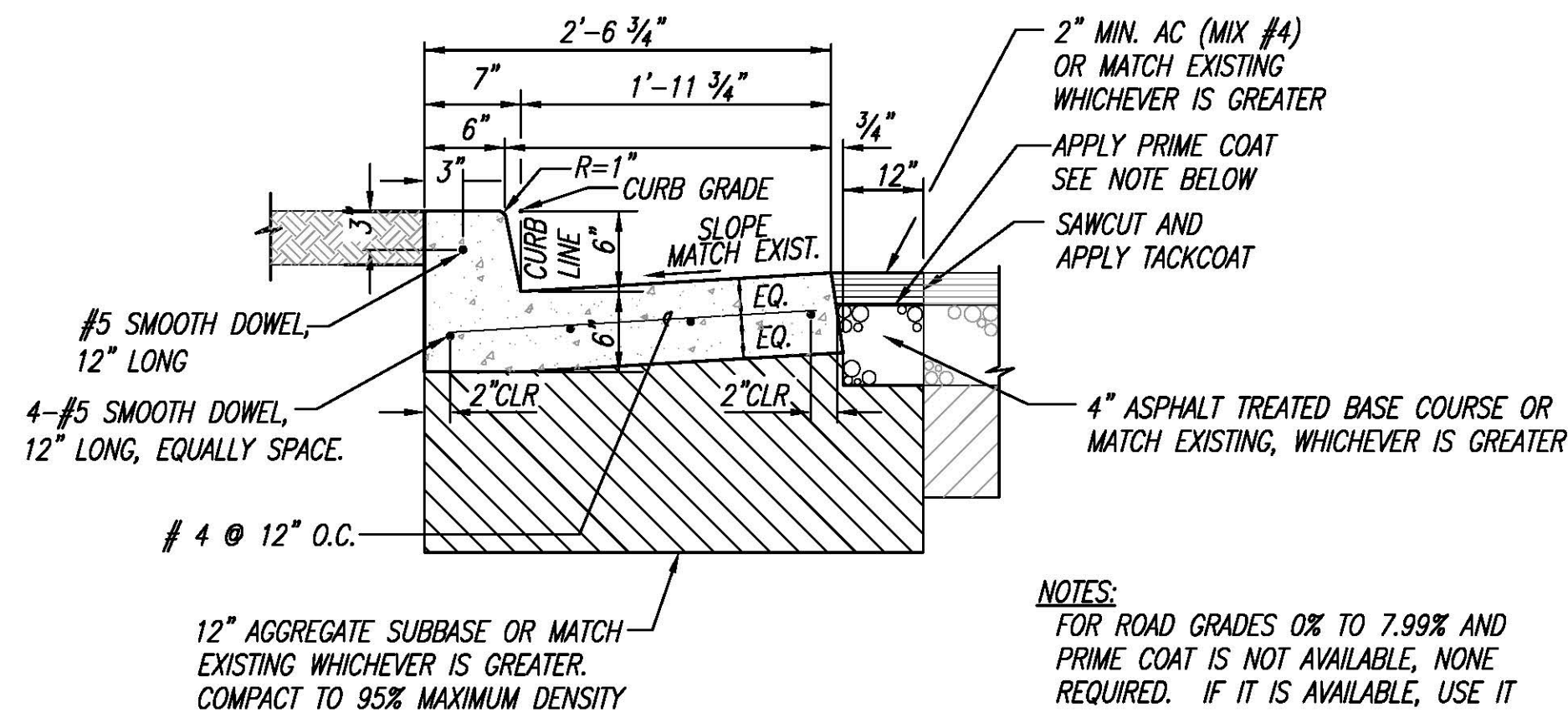


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REVISION DATE	DESCRIPTION	MADE BY	APPROVED
<p>Community Planning and Engineering, Inc. Engineering Design Construction Management Infrastructure Planning 1280 Queen Emma Street Honolulu, Hawaii</p>			
<p>KANEHILI SIDEWALK REPAIR KAAPUWAI STREET AND PLACE AND KAMAKAHELEI STREET HONOLULU, EWA, OAHU, HAWAII OWNER AND DEVELOPER: DEPARTMENT OF HAWAIIAN HOME LANDS TAX MAP KEY: 9-1-151:055</p>			
<p>SIDEWALK REPAIR PLAN - 2</p>			
DRAWN BY: MFN	ENGINEER: SS, HWH	CHECKED BY: AM	
APPROVED:			



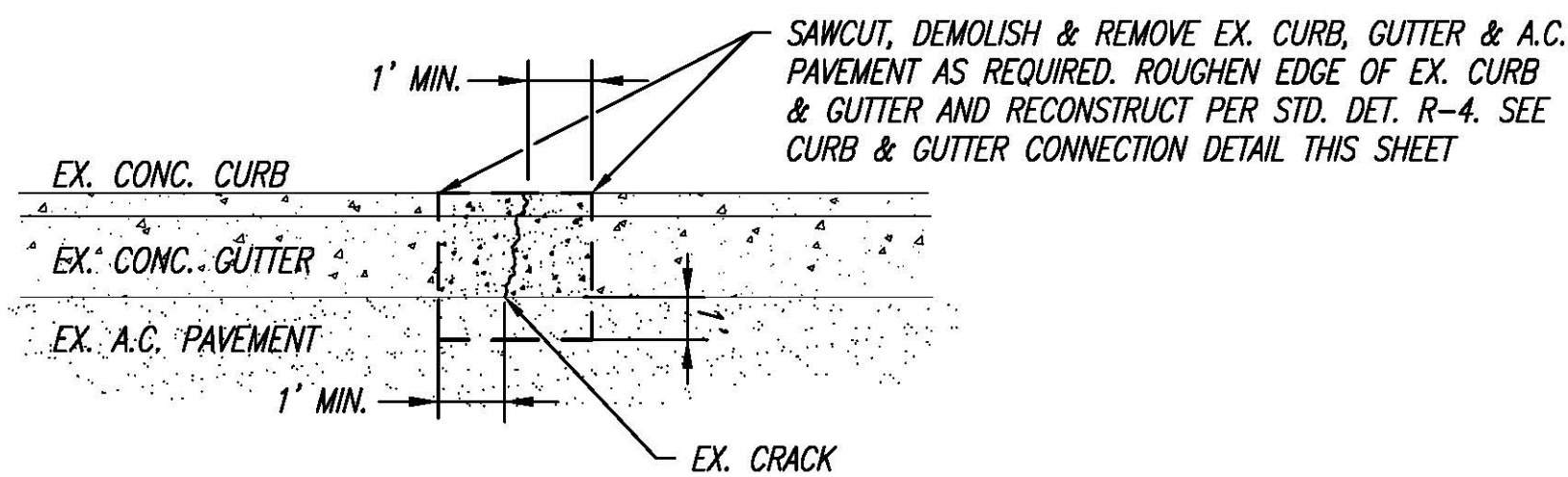
PLAN



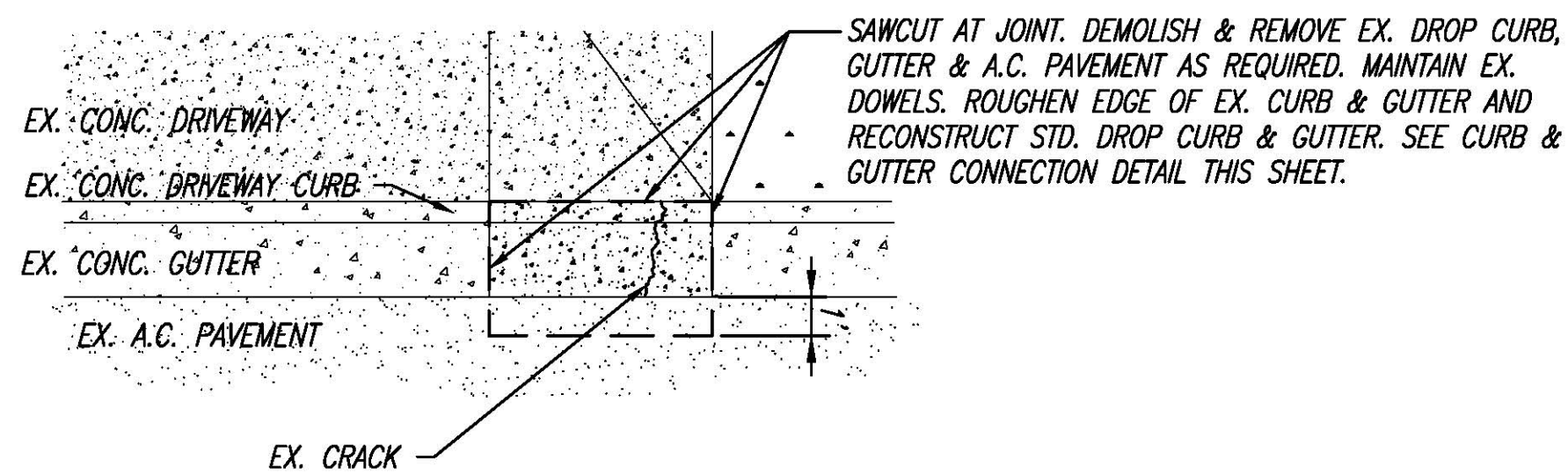
SECTION 'A'-A'

CURB AND GUTTER CONNECTION DETAIL

NOT TO SCALE



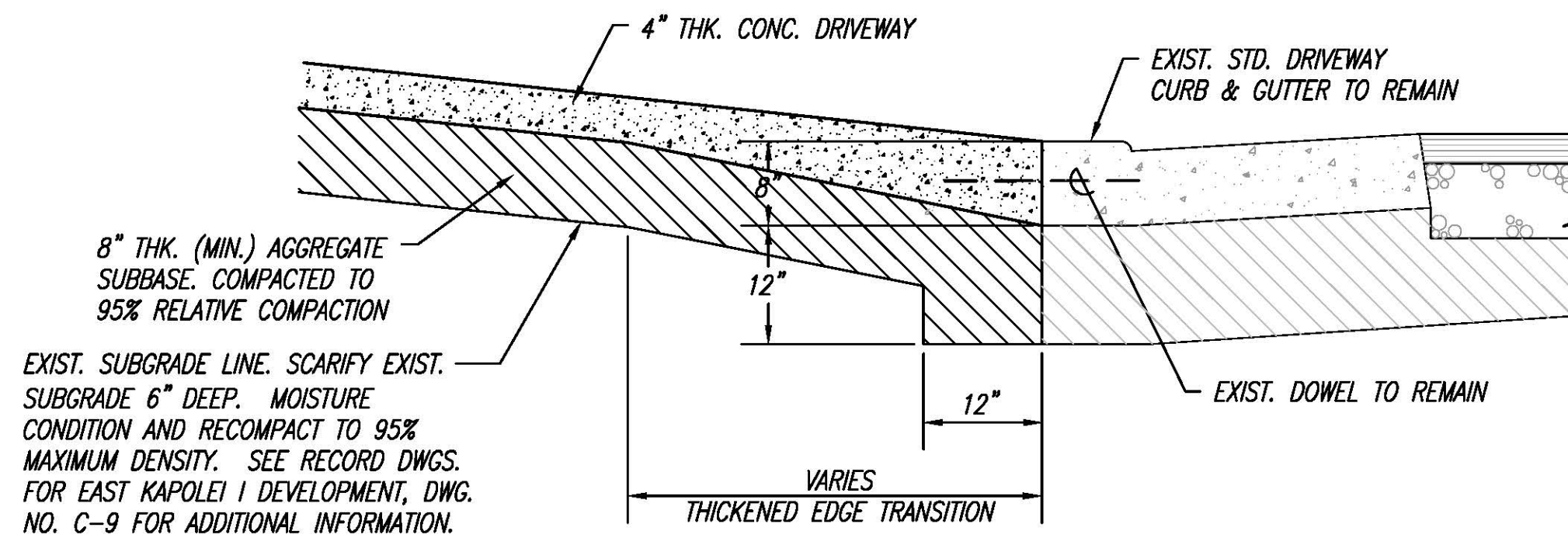
STANDARD CURB & GUTTER



DROP CURB & GUTTER

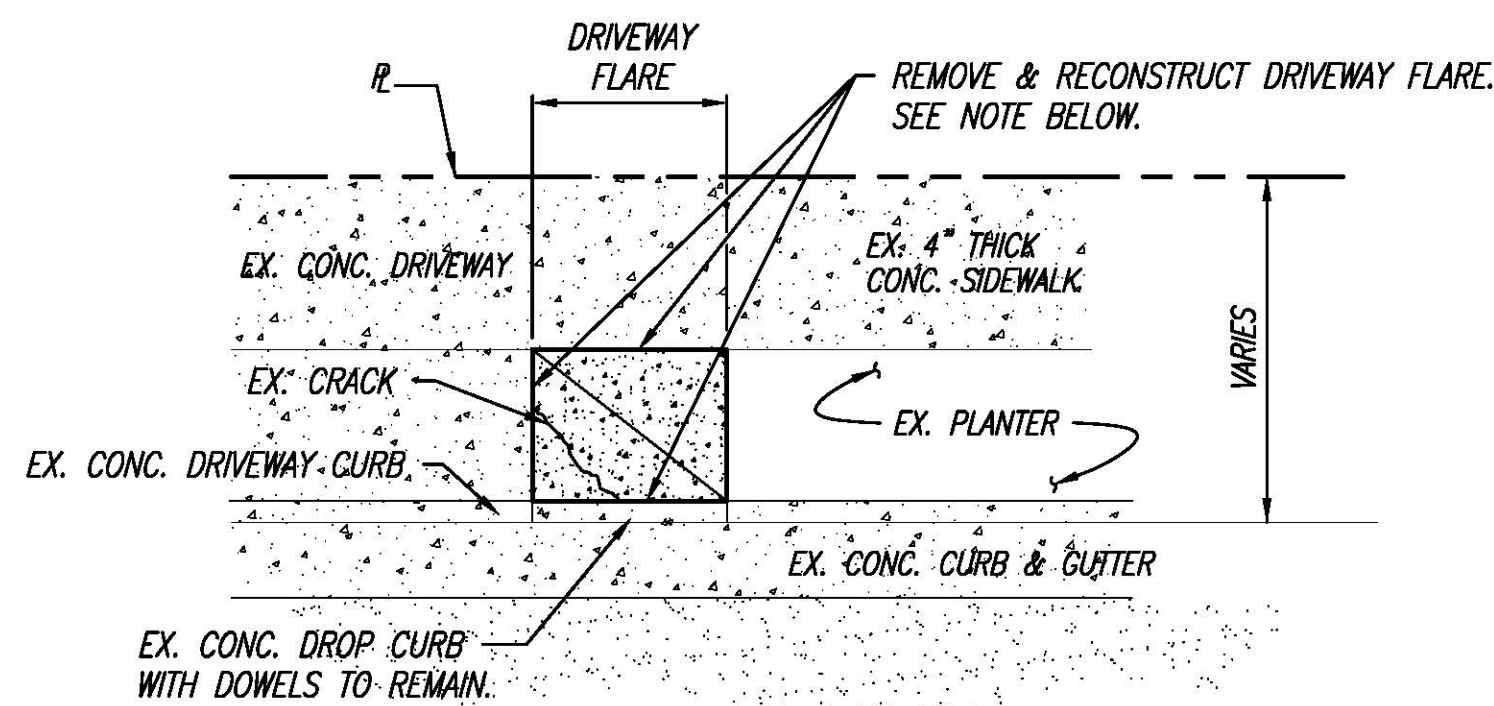
CURB AND GUTTER DEMOLITION & RECONSTRUCTION DETAILS

NOT TO SCALE



DRIVEWAY CONNECTION DETAIL

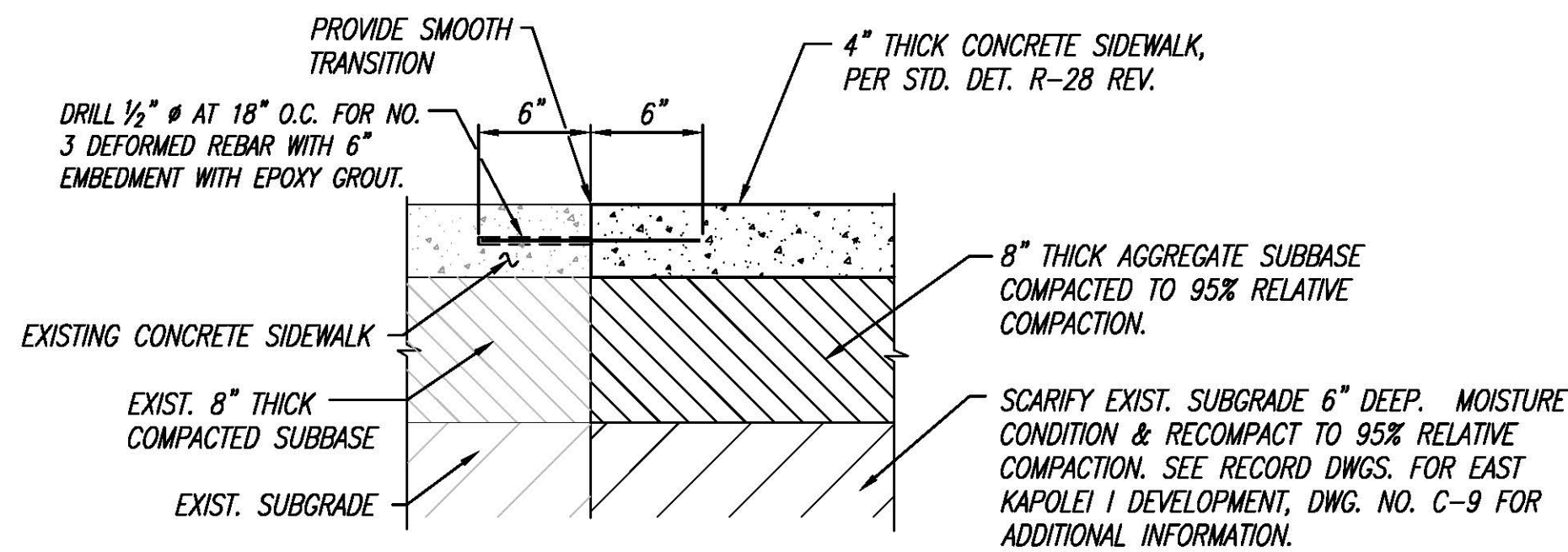
NOT TO SCALE



NOTE:
SAWCUT AT SCORELINE OR JOINT. DEMOLISH AND REMOVE EXISTING DRIVEWAY FLARE AS REQUIRED. MAINTAIN EXIST. DOWELS AT BACK OF CURB. ROUGHEN EXIST. EDGES & RECONSTRUCT DRIVEWAY FLARE WITH THICKENED EDGE AT BACK OF CURB. MATCH EXISTING GRADES. SEE SIDEWALK CONNECTION DETAIL AND DRIVEWAY CONNECTION DETAIL THIS SHEET. SEE STD. DET. R-29A (JULY 2009) FOR ADDITIONAL INFORMATION.

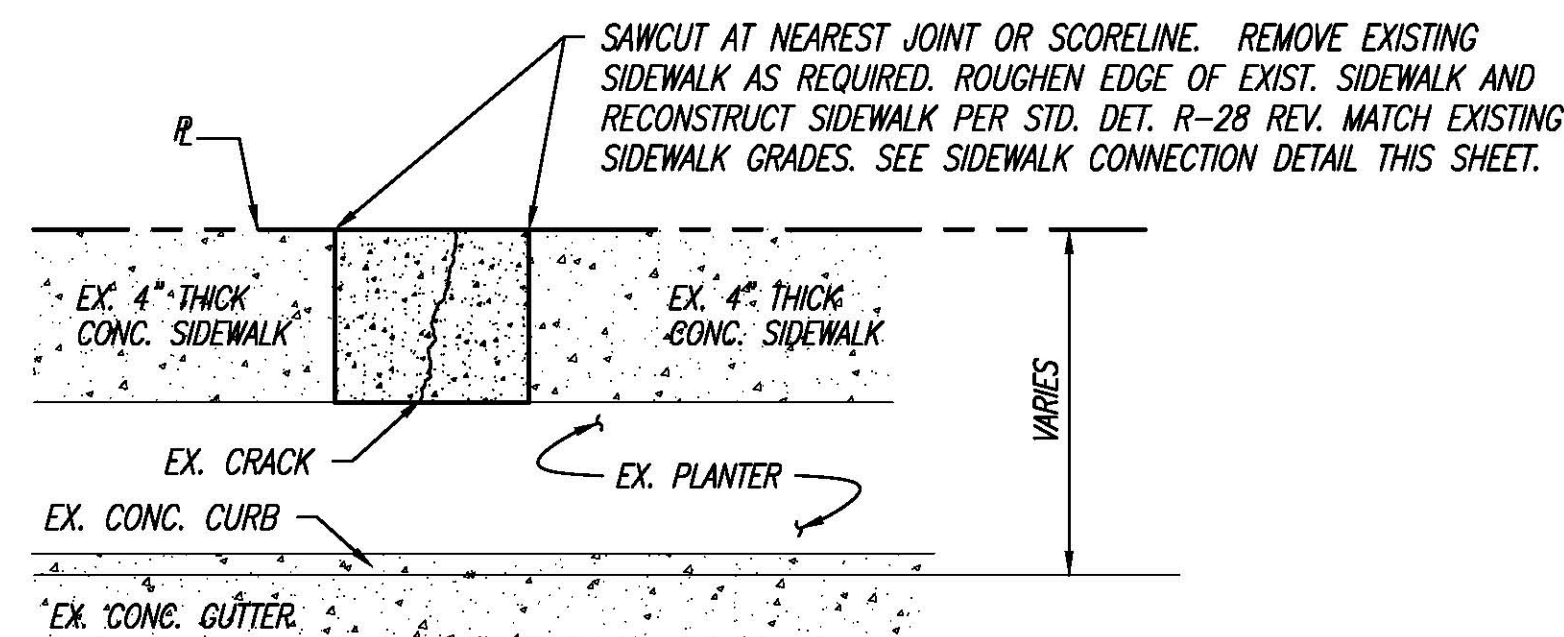
DRIVEWAY FLARE DEMOLITION & RECONSTRUCTION DETAIL

NOT TO SCALE



SIDEWALK CONNECTION DETAIL

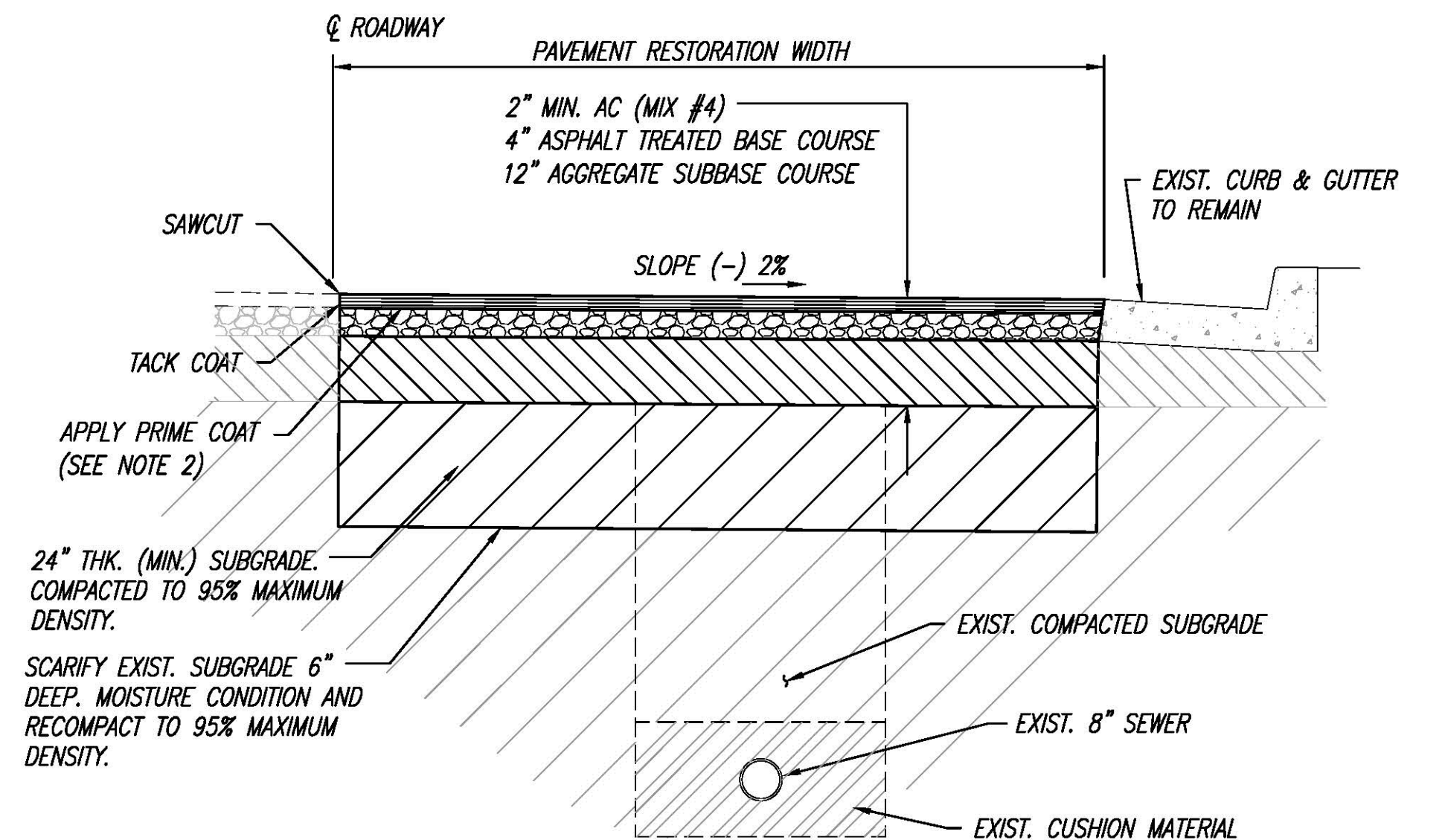
NOT TO SCALE



NOTE:
FOR GRASSSED AREA, RESTORE BACK TO ORIGINAL CONDITION OR BETTER. PROVIDE 4" MIN. TOPSOIL OR MATCH EXISTING, WHICHEVER IS GREATER.

SIDEWALK DEMOLITION & RECONSTRUCTION DETAIL

NOT TO SCALE

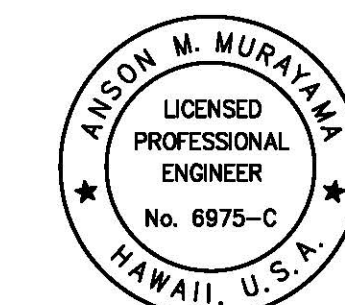


NOTES:

- PAVEMENT STRUCTURE SHALL BE EQUAL TO OR BETTER THAN EXISTING IN THICKNESS AND QUALITY.
- FOR ROAD GRADES 0% TO 7.99% PRIME COAT IS NOT REQUIRED.

PAVEMENT REPAIR DETAIL

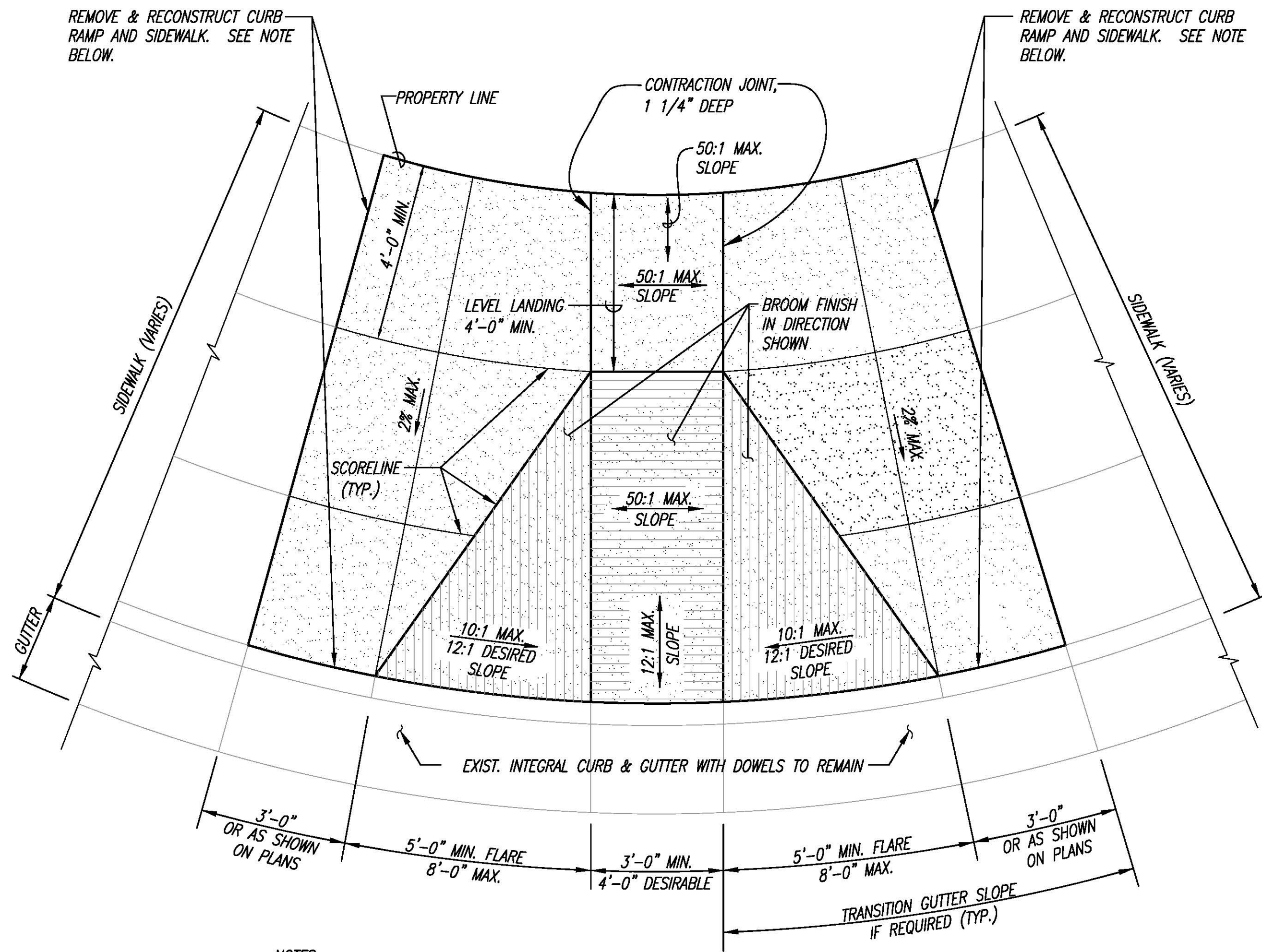
NOT TO SCALE



REVISION DATE	DESCRIPTION	MADE BY	APPROVED
 Community Planning and Engineering, Inc. Engineering Design Construction Management Infrastructure Planning 1520 Queen Emma Street Honolulu, Hawaii			
KANEHILI SIDEWALK REPAIR KAAPUWAI STREET AND PLACE AND KAMAKAHELEI STREET HONOLULU, EWA, OAHU, HAWAII OWNER AND DEVELOPER: DEPARTMENT OF HAWAIIAN HOME LANDS TAX MAP KEY: 9-1-151-055			
DETAILS - 1			
DRAWN BY: MFM	ENGINEER: SS, HWH	CHECKED BY: AM	
APPROVED:			

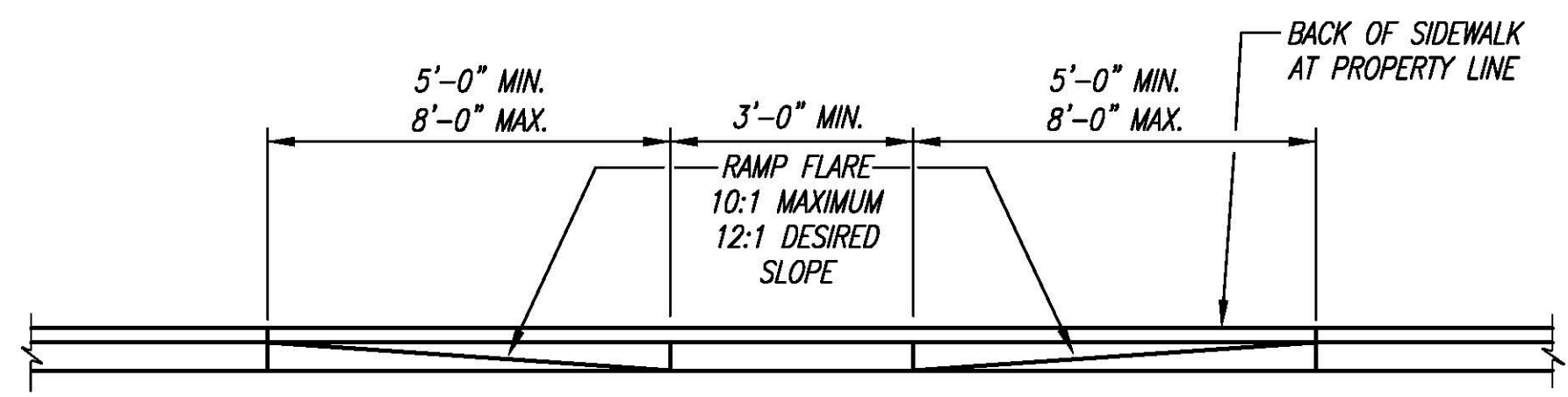
THIS WORK WAS PREPARED BY ME OR UNDER MY SUPERVISION. CONSTRUCTION OF THIS PROJECT WILL BE UNDER MY OBSERVATION. LICENSE EXPIRATION DATE: 04/30/16

FILE	PROJECT	FOLDER	NO.
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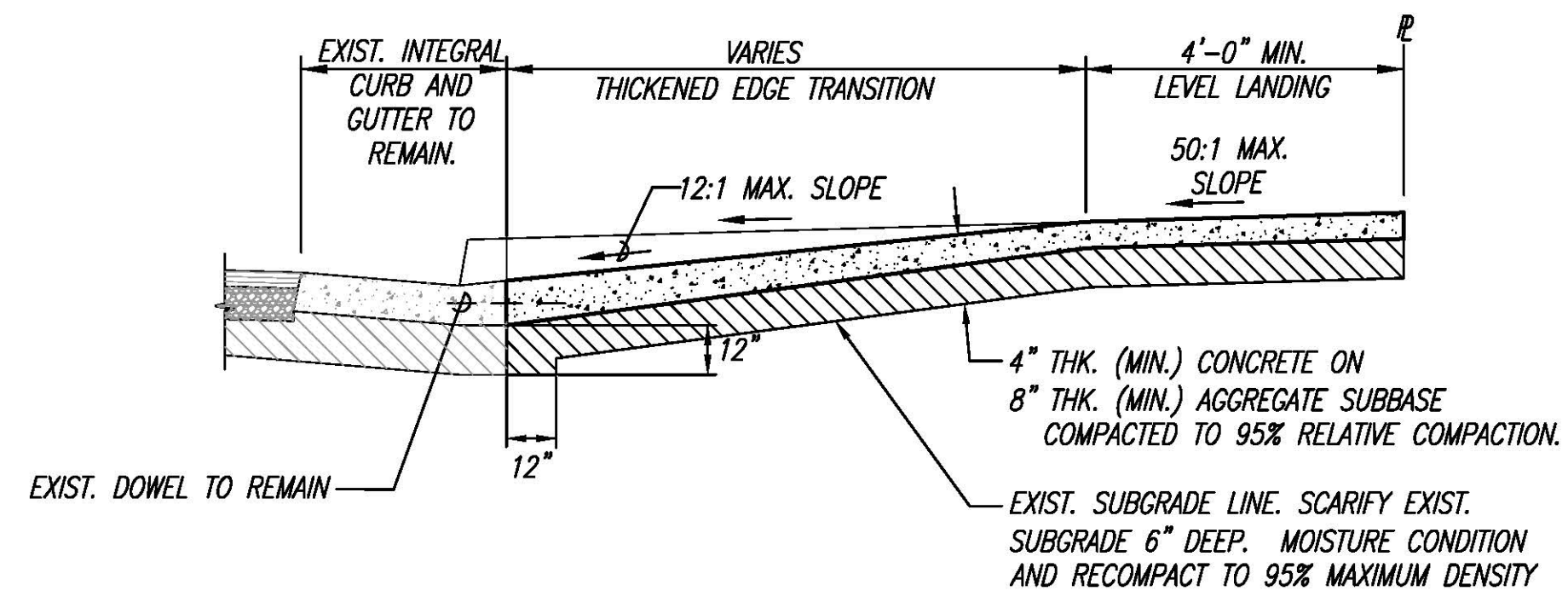


- NOTES:**
- DIMENSIONS MEASURED ALONG CURBLINE.
 - SAWCUT AT SCORELINE OR JOINT. DEMOLISH & REMOVE EXISTING CURB RAMP & SIDEWALK AS REQUIRED. MAINTAIN EXISTING DOWELS AT BACK OF CURB. ROUGHEN EXISTING EDGES & RECONSTRUCT CURB RAMP AND SIDEWALK. PROVIDE THICKENED EDGE AT BACK OF CURB FOR CURB RAMP ONLY. MATCH EXISTING GRADES. SEE SIDEWALK CONNECTION DETAIL DWG. NO. C-5.

PLAN



ELEVATION



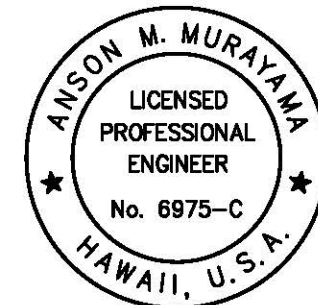
SECTION

CURB RAMP DEMOLITION & RECONSTRUCTION DETAIL

NOT TO SCALE

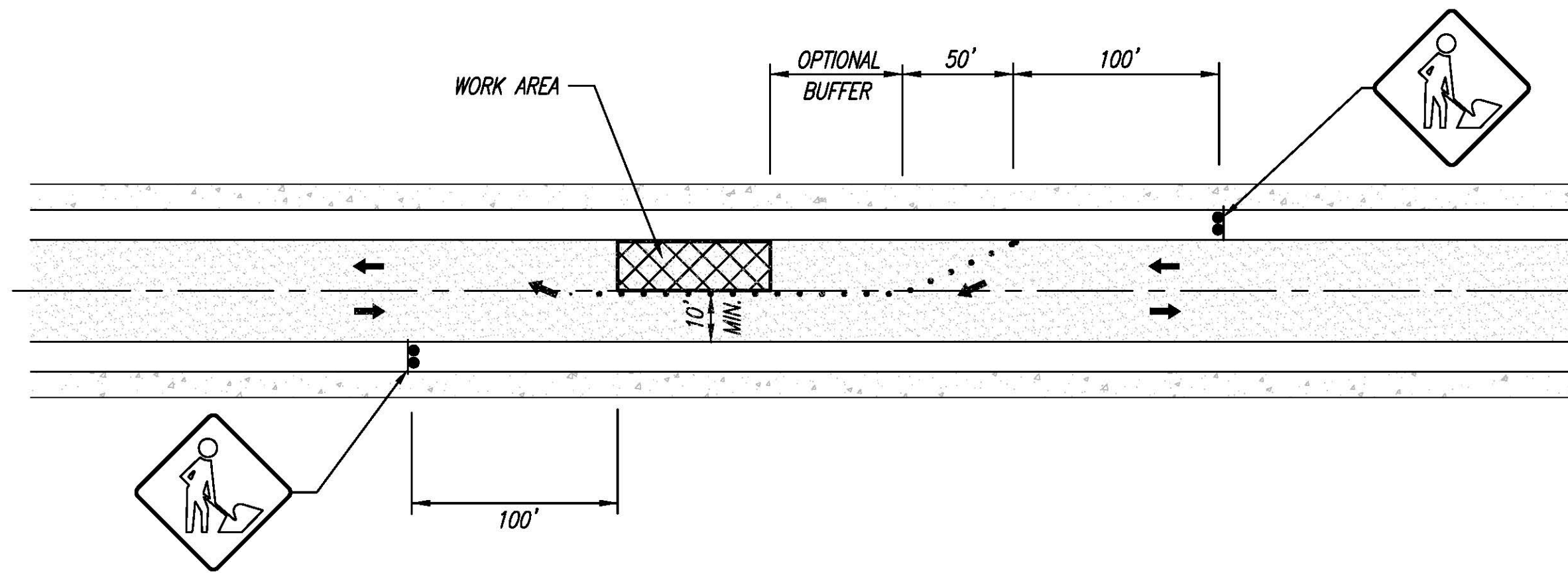
CURB RAMP GENERAL NOTES

- THE CONSTRUCTION TOLERANCES FOR ADA CURB RAMP SLOPES PROVIDED IN THE SP SECTION FOR CURB RAMPS, WILL BE APPLIED, AS APPLICABLE, TO THE SLOPES REFLECTED ON THE PROJECT'S CURB RAMP DETAILS.
- FOR CURB RAMPS AT CURB RETURNS, INSTALL EXPANSION JOINTS PER STANDARD DETAIL R-27, FULL WIDTH SIDEWALK AT CURB RETURN. EXPANSION JOINTS WILL NOT BE MEASURED SEPARATELY FOR PAYMENT. EXPANSION JOINTS SHALL BE CONSIDERED INCIDENTAL TO THE CURB RAMP CONTRACT ITEMS.
- WHEN DIRECTED BY THE ENGINEER, SIDEWALK TRANSITION AREA SHALL BE EXTENDED BEYOND SHOWN PLAN LIMITS TO MATCH THE NEAREST SCORELINE.

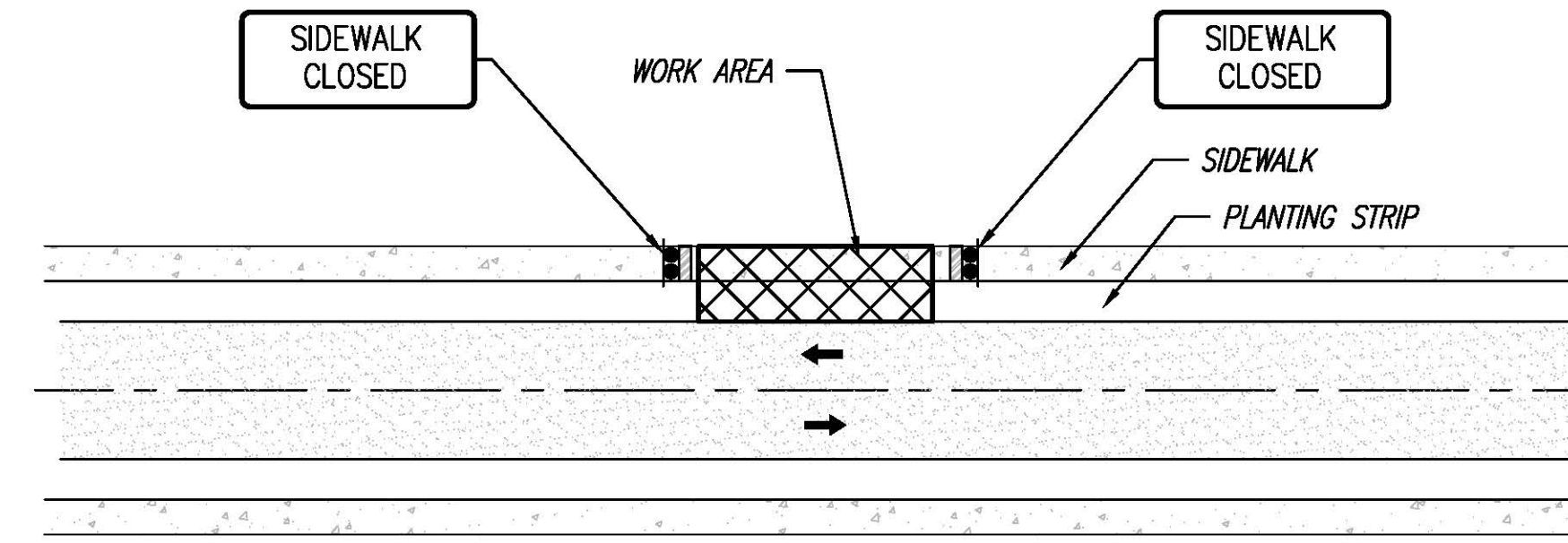


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REVISION DATE	DESCRIPTION	MADE BY	APPROVED
<p>Community Planning and Engineering, Inc. Engineering Design Construction Management Infrastructure Planning 1280 Queen Emma Street Honolulu, Hawaii</p> <p>KANEHILI SIDEWALK REPAIR KAAPUWAI STREET AND PLACE AND KAMAKAHELEI STREET HONOLULULI, EWA, OAHU, HAWAII OWNER AND DEVELOPER: DEPARTMENT OF HAWAIIAN HOME LANDS TAX MAP KEY: 9-1-151-055</p>			
DETAILS - 2			
DRAWN BY: MFN	ENGINEER: SS, HWH	CHECKED BY: AM	
APPROVED:			



**TYPICAL TRAFFIC CONTROL PLAN
(LANE CLOSURE ON A MINOR STREET)**
NOT TO SCALE

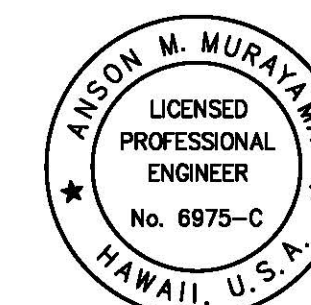
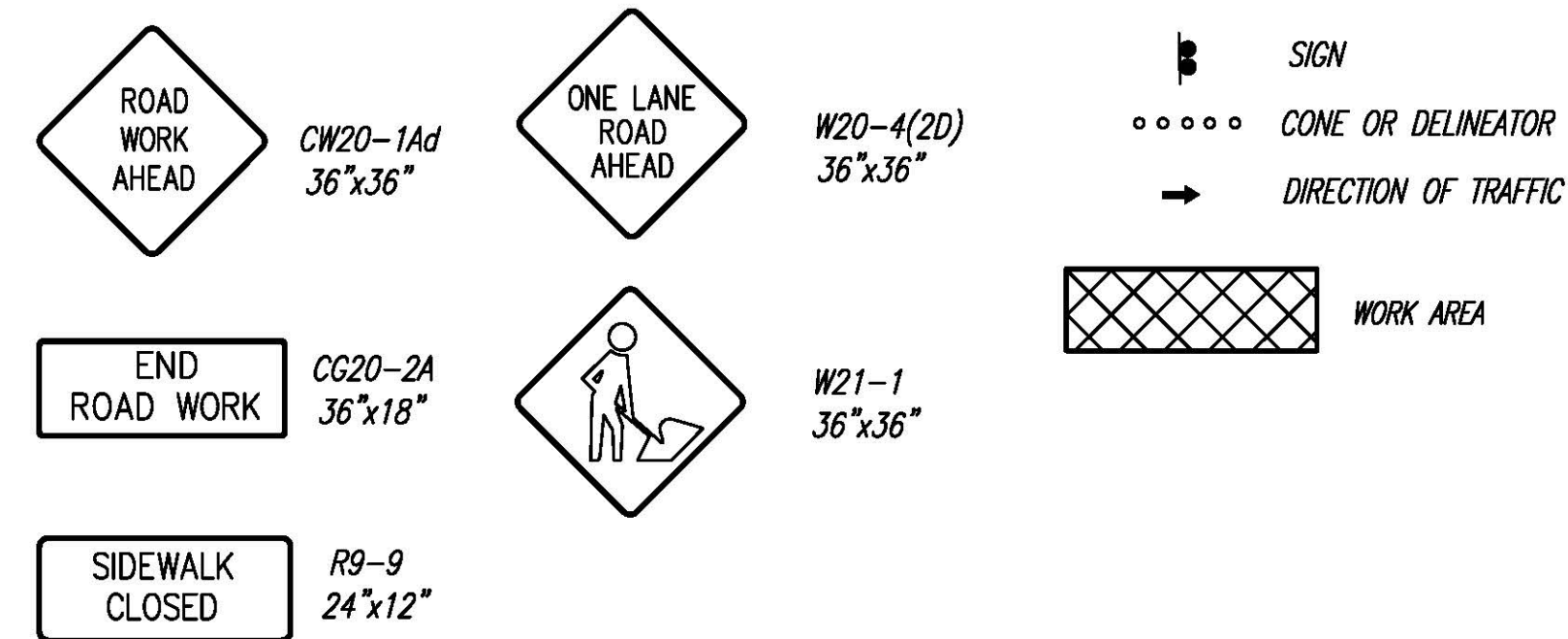


TYPICAL SIDEWALK CLOSURE
NOT TO SCALE

GENERAL NOTES FOR TRAFFIC CONTROL PLAN

1. THE PERMITTEE SHALL MAKE MINOR ADJUSTMENTS AT INTERSECTIONS, DRIVEWAYS, BRIDGES, STRUCTURES, ETC., TO FIT FIELD CONDITIONS.
2. CONES OR DELINEATORS SHALL BE EXTENDED TO A POINT WHERE THEY ARE VISIBLE TO APPROACHING TRAFFIC.
3. TRAFFIC CONTROL DEVICES SHALL BE INSTALLED SUCH THAT THE SIGN OR DEVICE FARTHEST FROM THE WORK AREA SHALL BE PLACED FIRST. THE OTHERS SHALL THEN BE PLACED PROGRESSIVELY TOWARD THE WORK AREA.
4. REGULATORY AND WARNING SIGNS WITHIN THE CONSTRUCTION ZONE THAT ARE IN CONFLICT WITH THE TRAFFIC CONTROL PLANS SHALL BE REMOVED OR COVERED. ALL SIGNS SHALL BE RESTORED UPON COMPLETION OF THE WORK.
5. ALL TRAFFIC LANES SHALL BE A MINIMUM OF 10 FEET WIDE.
6. ALL CONSTRUCTION WARNING SIGNS SHALL BE PROMPTLY REMOVED OR COVERED WHENEVER THE MESSAGE IS NOT APPLICABLE OR NOT IN USE.
7. THE BACKS OF ALL SIGNS USED FOR TRAFFIC CONTROL SHALL BE APPROPRIATELY COVERED TO PRECLUDE THE DISPLAY OF INAPPLICABLE SIGN MESSAGES (I.E., WHEN SIGNS HAVE MESSAGES ON BOTH FACES).
8. AT THE END OF EACH DAY'S WORK OR AS SOON AS THE WORK IS COMPLETED, THE PERMITTEE SHALL REMOVE ALL TRAFFIC CONTROL DEVICES NO LONGER NEEDED TO PERMIT FREE AND SAFE PASSAGE OF PUBLIC TRAFFIC. REMOVAL SHALL BE IN THE REVERSE ORDER OF INSTALLATION. EXISTING FADED OR OBLITERATED PAVEMENT MARKINGS THAT ARE NECESSARY FOR SAFE TRAFFIC FLOW IN THE CONSTRUCTION AREA SHALL BE REPLACED WITH TEMPORARY OR PERMANENT MARKINGS BEFORE OPENING THE ROADWAY TO PUBLIC TRAFFIC EACH DAY.
9. PERMANENT PAVEMENT MARKINGS AND TRAFFIC SIGNS SHALL BE REPLACED UPON COMPLETION OF EACH PHASE OF WORK.
10. DRIVEWAYS SHALL BE KEPT OPEN UNLESS THE OWNERS OF THE PROPERTY USING THE RIGHT-OF-WAY ARE OTHERWISE PROVIDED FOR SATISFACTORILY. FURTHER, THE PERMITTEE SHALL CONTROL TRAFFIC GOING IN AND OUT OF DRIVEWAYS.

LEGEND



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REVISION DATE	DESCRIPTION	MADE BY	APPROVED

Community Planning and Engineering, Inc.
Engineering Design | Construction Management | Infrastructure Planning
1280 Queen Emma Street Honolulu, Hawaii

**KANEHILI SIDEWALK REPAIR
KAAPUWAI STREET AND PLACE
AND
KAMAKAHELEI STREET**
HONOLULU, EWA, OAHU, HAWAII
OWNER AND DEVELOPER: DEPARTMENT OF HAWAIIAN HOME LANDS
TAX MAP KEY: 9-1-151-055

TRAFFIC CONTROL PLAN

DRAWN BY: MFM	ENGINEER: SS, HWH	CHECKED BY: AM
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APPROVED:

FILE	PROJECT	FOLDER	NO.

CONSTRUCTION PLANS

FOR

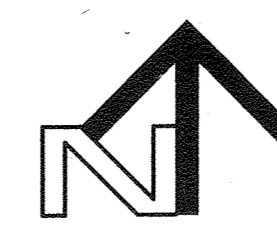
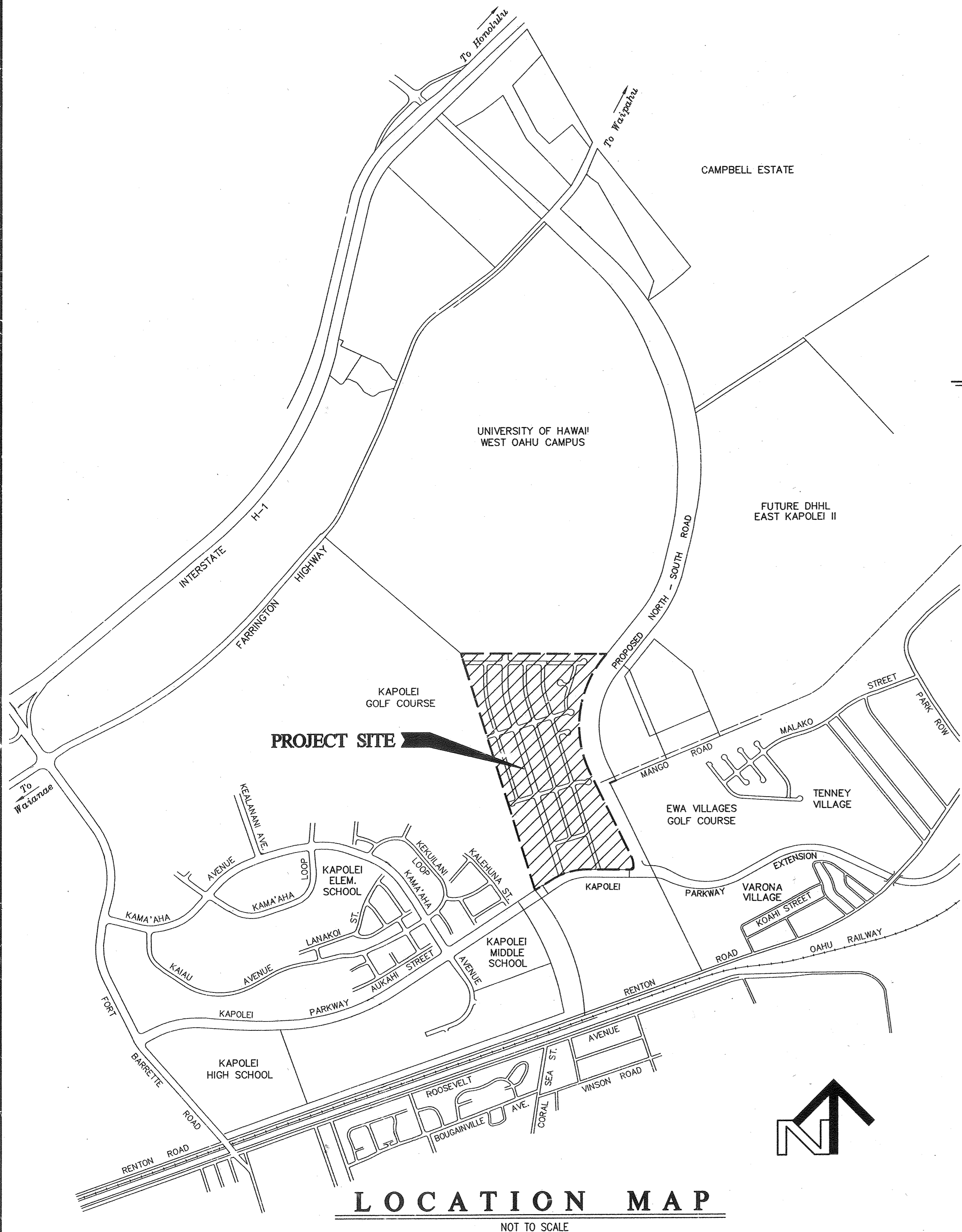
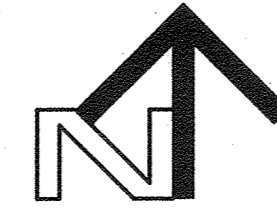
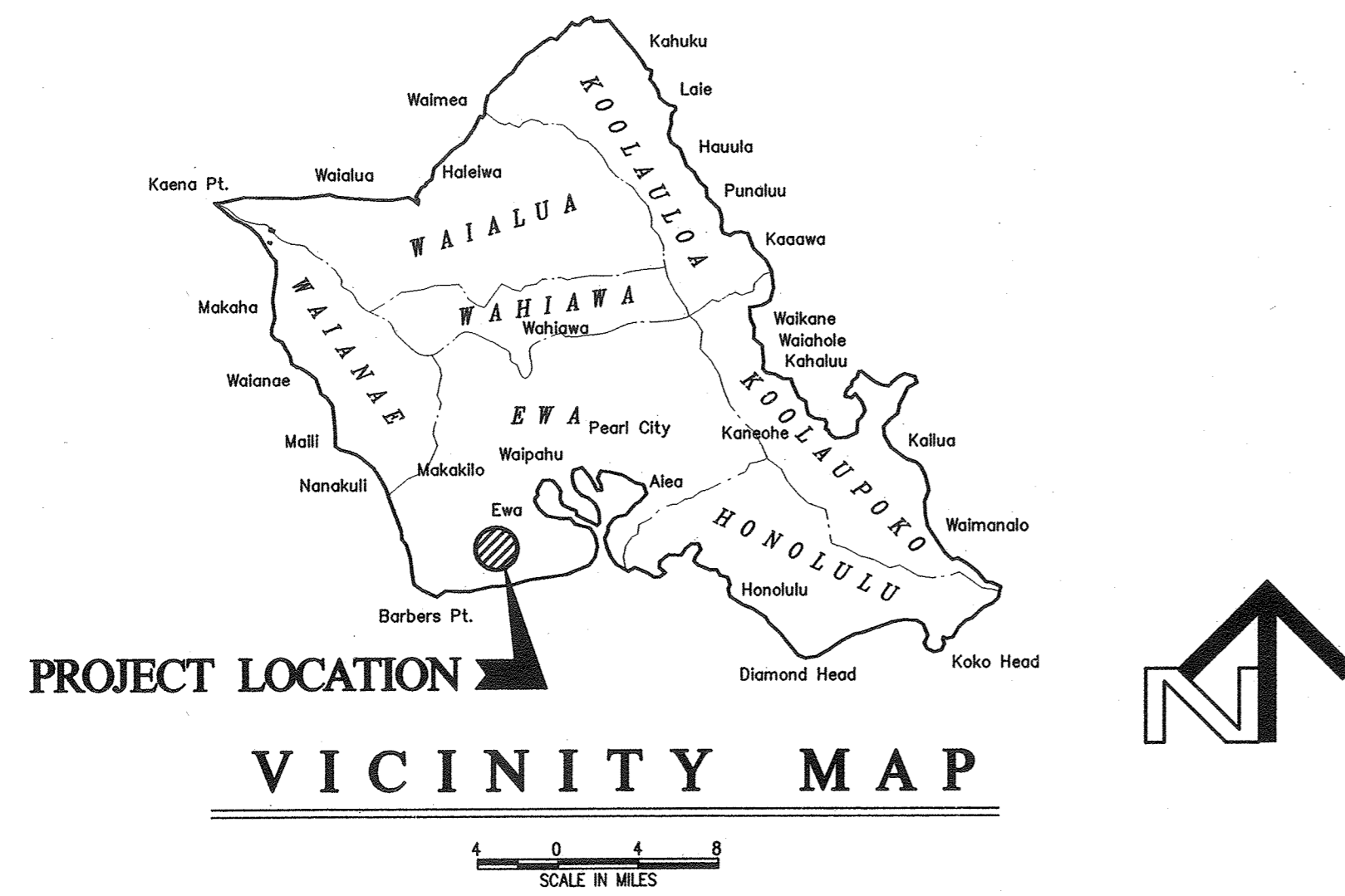
EAST KAPOLEI I DEVELOPMENT

HONOULIULI, EWA, OAHU, HAWAII

(DPP SUBD. FILE NO. 2005/SUB-317)

OWNER AND DEVELOPER: DEPARTMENT OF HAWAIIAN HOME LANDS

TAX MAP KEY: 9-1-16: 108



cp&e Community Planning and Engineering, Inc.
 Engineering Design | Construction Management | Infrastructure Planning
 1100 Alakea Street, Sixth Floor Honolulu, Hawaii

RECORD DRAWING TRACINGS

CERTIFIED BY: *Donald Berg* DATE: 5/11/12
 Royal Contracting Co., Ltd.
 Lic. No. ABC 2110
 Leonard Leong

CERTIFIED BY: _____ DATE: _____

SUBMITTED BY: *Anson M. Muryama* DATE: 5/14/12
 COMMUNITY PLANNING AND ENGINEERING, INC.
 Anson M. Muryama

APPROVED BY: _____ DATE: _____

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		PLAN AND PROFILE
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APPROVED

[Signature] 3/2/08
 CHAIRMAN, HAWAIIAN HOMES COMMISSION
 DEPARTMENT OF HAWAIIAN HOME LANDS
 STATE OF HAWAII

[Signature] 8/29/08
 DIRECTOR, DEPARTMENT OF PLANNING AND PERMITTING
 CITY & COUNTY OF HONOLULU

[Signature] 12/4/07
 MANAGER AND CHIEF ENGINEER, BOARD OF WATER SUPPLY
 CITY & COUNTY OF HONOLULU

[Signature] 2/5/07
 FIRE CHIEF
 CITY & COUNTY OF HONOLULU

[Signature] 2/12/08
 CHIEF, ENVIRONMENTAL MANAGEMENT DIVISION
 DEPARTMENT OF HEALTH, STATE OF HAWAII

8-28-09	REVISED INDEX	CP&E	DWS: 10/15/09
REVISION DATE	DESCRIPTION	MADE BY	APPROVED

GENERAL CONSTRUCTION NOTES

- 1. THE CONTRACTOR SHALL OBSERVE AND COMPLY WITH ALL FEDERAL, STATE AND LOCAL LAWS REQUIRED FOR THE PROTECTION OF PUBLIC HEALTH, SAFETY AND ENVIRONMENTAL QUALITY.
2. UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH ORDINANCE NOS. 2875 AND 3375 (UNDERGROUND UTILITIES).
3. NO CONTRACTOR SHALL PERFORM ANY CONSTRUCTION ACTIVITY SO AS TO CAUSE FALLING ROCKS, SOIL OR DEBRIS IN ANY FORM TO FALL, SLIDE OR FLOW ONTO ADJOINING PROPERTIES, STREETS OR NATURAL WATERCOURSES. SHOULD SUCH VIOLATIONS OCCUR, THE CONTRACTOR MAY BE SITED AND THE PROJECT SHALL IMMEDIATELY MAKE ANY REMEDIAL ACTIONS NECESSARY.
4. THE CONTRACTOR, AT HIS OWN EXPENSE, SHALL KEEP THE PROJECT AND SURROUNDING AREA FREE FROM DUST NUISANCE. THE WORK SHALL BE IN CONFORMANCE WITH THE AIR POLLUTION CONTROL STANDARDS AND REGULATIONS OF THE STATE DEPARTMENT OF HEALTH.
5. THE UNDERGROUND PIPES, CABLES OR DUCTLINES KNOWN TO EXIST BY THE ENGINEER FROM HIS SEARCH OF RECORDS ARE INDICATED ON THE PLANS. THE CONTRACTOR SHALL VERIFY THE LOCATIONS AND DEPTHS OF THE FACILITIES AND EXERCISE PROPER CARE IN EXCAVATING IN THE AREA. WHEREVER CONNECTIONS OF NEW UTILITIES TO EXISTING UTILITIES ARE SHOWN ON THE PLANS, THE CONTRACTOR SHALL EXPOSE THE EXISTING LINES AT THE PROPOSED CONNECTIONS TO VERIFY THEIR LOCATIONS AND DEPTHS PRIOR TO EXCAVATION FOR THE NEW LINES.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONFORMANCE WITH THE APPLICABLE PROVISIONS OF THE WATER QUALITY AND WATER POLLUTION CONTROL STANDARDS CONTAINED IN HAWAII ADMINISTRATIVE RULES, TITLE 11, CHAPTER 54, "WATER QUALITY STANDARDS", AND TITLE 11, CHAPTER 55, "WATER POLLUTION CONTROL", AS WELL AS CHAPTER 14 OF THE REVISED ORDINANCES OF HONOLULU, AS AMENDED. BEST MANAGEMENT PRACTICES SHALL BE EMPLOYED AT ALL TIMES DURING CONSTRUCTION.
7. ALL EXISTING UTILITIES, WHETHER OR NOT SHOWN ON THE PLANS, SHALL BE PROTECTED AT ALL TIMES UNLESS OTHERWISE NOTED.
8. THE CONTRACTOR SHALL PROVIDE, INSTALL AND MAINTAIN ALL NECESSARY SIGNS, LIGHTS, FLARES, BARRICADES, MARKERS, CONES, AND OTHER PROTECTIVE FACILITIES, AND SHALL TAKE ALL NECESSARY PRECAUTIONS FOR THE PROTECTION, CONVENIENCE AND SAFETY OF THE PUBLIC.
9. THE CONTRACTOR'S ATTENTION IS DIRECTED TO CHAPTER 44B, PUBLIC HEALTH REGULATIONS, DEPARTMENT OF HEALTH, STATE OF HAWAII, "COMMUNITY NOISE CONTROL FOR OAHU", IN WHICH MAXIMUM ALLOWABLE NOISE LEVELS HAVE BEEN SET. IF THE CONSTRUCTION ACTIVITIES FOR THIS PROJECT WILL EXCEED THE ALLOWABLE NOISE LEVELS, THE CONTRACTOR WILL BE REQUIRED TO OBTAIN A PERMIT FROM THE DIRECTOR OF THE DEPARTMENT OF HEALTH. THE CONTRACTOR SHALL OBTAIN A COPY OF CHAPTER 44B AND BECOME FAMILIAR WITH THE NOISE LEVEL RESTRICTIONS AND THE PROCEDURES FOR OBTAINING A PERMIT FOR CONSTRUCTION ACTIVITIES.
10. PURSUANT TO CHAPTER 6, HRS, IN THE EVENT ANY ARTIFACTS OR HUMAN REMAINS ARE UNCOVERED DURING CONSTRUCTION OPERATIONS, THE CONTRACTOR SHALL IMMEDIATELY SUSPEND WORK AND NOTIFY THE HONOLULU POLICE DEPARTMENT, THE STATE DEPARTMENT OF LAND AND NATURAL RESOURCES-HISTORIC PRESERVATION DIVISION (692-8015). IN ADDITION, FOR NON-CITY PROJECTS, THE CONTRACTOR SHALL INFORM THE CIVIL ENGINEERING BRANCH, DEPARTMENT OF PLANNING AND PERMITTING (768-8084); AND FOR CITY PROJECTS, NOTIFY THE RESPONSIBLE CITY AGENCY.
11. WHEREVER CONNECTIONS OF NEW UTILITIES TO EXISTING UTILITIES ARE SHOWN ON THE PLANS, THE CONTRACTOR SHALL EXPOSE THE EXISTING LINES AT THE PROPOSED CONNECTIONS TO VERIFY THEIR LOCATIONS AND DEPTHS PRIOR TO EXCAVATION FOR THE NEW LINES.
12. DURING NON-WORKING HOURS, THE TRENCHES ON CITY STREETS SHALL BE COVERED WITH NON-SKID STEEL PLATES AND ALL LANES MAINTAINED OPEN FOR TRAFFIC.
13. CONTRACTOR TO PROVIDE AS-BUILT DRAWINGS.
14. FOR BENCH MARK, SEE SHEET 34.
15. THE CONTRACTOR SHALL NOTIFY THE CIVIL ENGINEERING BRANCH, DEPARTMENT OF PLANNING AND PERMITTING AT 768-8084 TO ARRANGE FOR INSPECTORIAL SERVICES AND SUBMIT FOUR (4) SETS OF APPROVED CONSTRUCTION PLANS SEVEN (7) DAYS PRIOR TO COMMENCEMENT OF CONSTRUCTION WORK.
16. THE CONTRACTOR SHALL PERFORM APPLICABLE CONSTRUCTION WORK, ALL IN ACCORDANCE WITH THE STANDARD DETAILS FOR PUBLIC WORKS CONSTRUCTION, DATED SEPTEMBER 1984, AS AMENDED, THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, DATED SEPTEMBER 1986, OF THE DEPARTMENT OF PUBLIC WORKS, CITY AND COUNTY OF HONOLULU, 1978, AS AMENDED.
17. CONFINED SPACE
FOR ENTRY BY CITY PERSONNEL, INCLUDING INSPECTORS, INTO A PERMIT REQUIRED CONFINED SPACE AS DEFINED IN 29 CFR PART 1910.146(b), THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING:
1. ALL SAFETY EQUIPMENT REQUIRED BY THE CONFINED SPACE REGULATIONS APPLICABLE TO ALL PARTIES OTHER THAN THE CONSTRUCTION INDUSTRY, TO INCLUDE, BUT NOT LIMITED TO, THE FOLLOWING:
A. FULL BODY HARNESSES FOR UP TO TWO PERSONNEL.
B. LIFELINE AND ASSOCIATED CLIPS.
C. INGRESS/EGRESS AND FALL PROTECTION EQUIPMENT.
D. TWO-WAY RADIOS (WALKIE-TALKIES) IF OUT OF LINE-OF-SIGHT.
E. EMERGENCY (ESCAPE) RESPIRATOR (10 MINUTE DURATION).
F. CELLULAR TELEPHONE TO CALL FOR EMERGENCY ASSISTANCE.
G. CONTINUOUS GAS DETECTOR (CALIBRATED) TO MEASURE OXYGEN, HYDROGEN SULFIDE, CARBON MONOXIDE AND FLAMMABLES (CAPABLE OF MONITORING AT A DISTANCE AT LEAST 20-FEET AWAY).
H. PERSONAL MULTI-GAS DETECTOR TO BE CARRIED BY INSPECTOR.
2. CONTINUOUS FORCED AIR VENTILATION ADEQUATE TO PROVIDE SAFE ENTRY CONDITIONS.
3. ONE ATTENDANT/RESCUE PERSONNEL TOPSIDE (TWO, IF CONDITIONS WARRANT IT).

TRAFFIC NOTES FOR WORK ON CITY & COUNTY STREETS

- 1. A PERMIT SHALL BE OBTAINED FROM THE DEPARTMENT OF TRANSPORTATION SERVICES BEFORE WORK ON ANY PORTION OF A PUBLIC STREET OR HIGHWAY MAY BEGIN. CONSTRUCTION TRAFFIC CONTROL PLANS APPROVED BY THE DEPARTMENT OF TRANSPORTATION SERVICES AND/OR THE DEPARTMENT OF PLANNING AND PERMITTING MUST BE PROVIDED WHEN APPLYING FOR THE PERMIT.
2. THE CONTRACTOR SHALL PROVIDE, INSTALL AND MAINTAIN ALL NECESSARY SIGNS AND OTHER PROTECTIVE FACILITIES, WHICH SHALL CONFORM WITH THE HAWAII ADMINISTRATION RULES GOVERNING THE USE OF TRAFFIC CONTROL DEVICES AT WORK SITES ON OR ADJACENT TO PUBLIC STREETS AND HIGHWAYS ADOPTED BY THE DIRECTOR OF TRANSPORTATION, AND THE CURRENT U.S. FEDERAL HIGHWAYS ADMINISTRATION'S MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS, PART VI - TRAFFIC CONTROLS FOR STREET AND HIGHWAY CONSTRUCTION AND MAINTENANCE OPERATIONS.
3. WORK ON ANY CITY STREET AREA MAY BE PERFORMED ONLY BETWEEN THE HOURS OF 8:30 A.M. TO 3:30 P.M., MONDAY THROUGH FRIDAY, UNLESS OTHERWISE PERMITTED BY THE DEPARTMENT OF TRANSPORTATION SERVICES.
4. DURING WORKING HOURS, THE CONTRACTOR SHALL PROVIDE FOR THROUGH TRAFFIC. DURING NON-WORKING HOURS, ALL TRENCHES SHALL BE COVERED WITH A SAFE NON-SKID BRIDGING MATERIAL AND ALL LANES SHALL BE OPEN TO TRAFFIC.
5. AS REQUIRED BY THE DEPARTMENT OF TRANSPORTATION SERVICES, THE CONTRACTOR SHALL PROVIDE OFF-DUTY POLICE OFFICERS TO CONTROL THE FLOW OF TRAFFIC.
6. WHERE PEDESTRIAN WALKWAYS EXIST, THEY SHALL BE MAINTAINED IN PASSABLE CONDITION IN ACCORDANCE WITH ADAAG 4.1.1(4) AND 4.3, OR OTHER FACILITIES FOR PEDESTRIANS SHALL BE PROVIDED. PASSAGE BETWEEN WALKWAYS AT INTERSECTIONS SHALL LIKEWISE BE PROVIDED.
7. DRIVEWAYS SHALL BE KEPT OPEN UNLESS THE OWNERS OF THE PROPERTY USING THESE RIGHTS-OF-WAY ARE OTHERWISE PROVIDED FOR SATISFACTORILY.
8. CONTRACTOR SHALL REFERENCE TO THE APPROVAL OF THE DEPARTMENT OF TRANSPORTATION SERVICES AND THE DEPARTMENT OF PLANNING AND PERMITTING, ALL EXISTING TRAFFIC SIGNS, POSTS AND PAVEMENT MARKINGS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. THE CONTRACTOR SHALL REPLACE OR REPAIR ALL TRAFFIC SIGNS, POSTS AND PAVEMENT MARKINGS DISTURBED BY HIS ACTIVITIES.
9. THE CONTRACTOR SHALL NOTIFY THE DEPARTMENT OF PLANNING AND PERMITTING AT 768-8084 ONE (1) WEEK PRIOR TO ANY WORK BEING DONE ON SIGNS, POST AND PAVEMENT MARKINGS.
10. NO EQUIPMENT SHALL BE STORED WITHIN STREET RIGHTS-OF-WAY EXCEPT AT LOCATIONS DESIGNATED IN WRITING AND APPROVED BY THE DEPARTMENT OF TRANSPORTATION SERVICES.
11. THE DEPARTMENT OF HAWAIIAN HOME LANDS SHALL ENSURE THAT THE CONTRACTOR INSTALLS THE CONSTRUCTION TRAFFIC CONTROL DEVICES IN ACCORDANCE WITH THE MUTCO AND THE HAWAII ADMINISTRATION RULES AS SPECIFIED IN TRAFFIC NOTE #2.

SEWER NOTES

- 1. ALL SEWER CONSTRUCTION SHALL BE PERFORMED IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, SEPTEMBER 1986, STANDARD DETAILS FOR PUBLIC WORKS CONSTRUCTION, SEPTEMBER 1984, AS AMENDED, OF THE DEPARTMENT OF PUBLIC WORKS, CITY AND COUNTY OF HONOLULU AND THE COUNTIES OF KAUAI, MAUI AND HAWAII, CURRENT CITY PRACTICES, THE REVISED ORDINANCES OF HONOLULU, 1990, AS AMENDED, AND THE DESIGN STANDARDS OF THE DEPARTMENT OF WASTEWATER MANAGEMENT, VOL. 1, JULY 1993.
2. IN THE EVENT THAT ANY CHANGE IN ALIGNMENT OR GRADE FOR THE PROPOSED SEWERS ARE REQUIRED DUE TO UNFORSEEN CONFLICT WITH OTHER UTILITIES, THE ENGINEER IN CHARGE OR THE MAKER OF THE PLANS SHALL BE RESPONSIBLE FOR THE REQUIRED CHANGES WHICH ARE TO BE PRESENTED TO THE DEPARTMENT OF PLANNING AND PERMITTING (DPP) FOR APPROVAL.
3. THE CONTRACTOR SHALL NOTIFY THE CIVIL ENGINEERING BRANCH, DEPARTMENT OF PLANNING AND PERMITTING, AT 768-8084 TO ARRANGE FOR INSPECTORIAL SERVICES, CALL 7 DAYS PRIOR TO COMMENCEMENT OF SEWER WORK. SUBMIT FOUR (4) SETS OF APPROVED CONSTRUCTION PLANS. THE CONTRACTOR SHALL PAY FOR ALL INSPECTION COSTS.
4. CRUSHED ROCK CRADLE IS PERMITTED WHERE SOIL IS STABLE. IN AREAS OF UNSTABLE SOIL, THE MAKER OF THE PLANS AND THE CONSTRUCTION ENGINEER WILL DETERMINE THE PIPE SUPPORT REQUIRED.
5. TREES IN THE ROAD RIGHT-OF-WAY SHALL BE SITUATED A MINIMUM OF SIX (6) FEET FROM THE CITY'S SEWER LINES.
6. THE UNDERGROUND PIPES, CABLES OR DUCTLINES KNOWN TO EXIST BY THE ENGINEER FROM HIS RESEARCH OF RECORDS ARE INDICATED ON THE PLANS. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF THE FACILITIES, INCLUDING AND AFFECTING SEWER LINES, IN THE PRESENCE OF THE DPP INSPECTOR AND EXERCISE PROPER CARE IN EXCAVATING THE AREA. THE CONTRACTOR SHALL BE RESPONSIBLE AND SHALL PAY FOR ALL DAMAGED UTILITIES.
7. SEWER LATERAL LOCATION MEASURED ALONG THE FRONT PROPERTY LINE SHALL BE SIX (6) FEET FROM THE PROPERTY CORNER UNLESS OTHERWISE NOTED ON THE PLANS AND SHOULD NOT STRADDLE ELECTRICAL TRANSFORMER PAD.
8. SLOPE FOR SEWER LATERALS SHALL BE 1.00% UNLESS OTHERWISE NOTED.
9. BUILDING PLUMBING FACILITIES SHALL BE CONTROLLED BY SEWER LATERAL INVERTS.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING CONTINUOUS SEWER SERVICE TO ALL AFFECTED AREAS DURING CONSTRUCTION.
11. THE CONSULTING ENGINEER SHALL SUBMIT TO THE DEPARTMENT OF PLANNING AND PERMITTING, MYLAR "AS-BUILT" TRACINGS OF THE CONSTRUCTION PLANS AS ACTUALLY CONSTRUCTED, SHOWING ALL CHANGES FROM THE ORIGINAL PLANS.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY SEWAGE SPILLS CAUSED DURING CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE STATE DEPARTMENT OF HEALTH AND UTILIZE APPROPRIATE SAMPLING AND ANALYZING PROCEDURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PUBLIC NOTIFICATIONS AND PRESS RELEASES.
13. THE CONTRACTOR SHALL INSTALL "RAINSTOPPER" MANHOLE INSERTS IN ALL SEWER MANHOLES WITH TYPE "SA" FRAME AND COVER.
14. ALL DROP AND SHALLOW DROP SEWER MANHOLES SHALL BE LINED WITH EPOXY OR PLASTIC LINERS. ALSO, IF THE VELOCITY EXCEEDS TEN (10) FEET PER SECOND (FPS), THE SEWER MANHOLE SHALL BE EPOXY OR PLASTIC LINED.
15. THE CONTRACTOR SHALL OBTAIN APPROVAL FOR ADVANCE SEWER RISER AGREEMENT AT THE DEPARTMENT OF PLANNING AND PERMITTING AND OBTAIN PLUMBING PERMIT FOR PLUMBING WORK BEFORE ANY ADVANCE RISER IS MADE.
16. ALL SEWER PIPE JOINTS WITHIN EASEMENTS SHALL BE WRAPPED WITH GEOTEXTILE ROOT BARRIER.
17. SAC PIPE CRADLE SEALS SHALL BE INSTALLED 10 FEET FROM ALL SEWER MANHOLES TO PREVENT SOIL MIGRATION. SEE DETAIL, SHEET 38.
18. GEOTEXTILE FABRIC TO ENVELOP THE PIPE CRADLE AND SELECT BACKFILL MATERIAL SHALL BE PROVIDED WHERE WATER OR UNSTABLE SOIL CONDITIONS ARE ENCOUNTERED.
19. CONFINED SPACE
FOR ENTRY BY CITY PERSONNEL, INCLUDING INSPECTORS, INTO A PERMIT REQUIRED CONFINED SPACE AS DEFINED IN 29 CFR PART 1910.146(b), THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING:
1. ALL SAFETY EQUIPMENT REQUIRED BY THE CONFINED SPACE REGULATIONS APPLICABLE TO ALL PARTIES OTHER THAN THE CONSTRUCTION INDUSTRY, TO INCLUDE, BUT NOT LIMITED TO, THE FOLLOWING:
A. FULL BODY HARNESSES FOR UP TO TWO PERSONNEL.
B. LIFELINE AND ASSOCIATED CLIPS.
C. INGRESS/EGRESS AND FALL PROTECTION EQUIPMENT.
D. TWO-WAY RADIOS (WALKIE-TALKIES) IF OUT OF LINE-OF-SIGHT.
E. EMERGENCY (ESCAPE) RESPIRATOR (10 MINUTE DURATION).
F. CELLULAR TELEPHONE TO CALL FOR EMERGENCY ASSISTANCE.
G. CONTINUOUS GAS DETECTOR (CALIBRATED) TO MEASURE OXYGEN, HYDROGEN SULFIDE, CARBON MONOXIDE AND FLAMMABLES (CAPABLE OF MONITORING AT A DISTANCE AT LEAST 20-FEET AWAY).
H. PERSONAL MULTI-GAS DETECTOR TO BE CARRIED BY INSPECTOR.
2. CONTINUOUS FORCED AIR VENTILATION ADEQUATE TO PROVIDE SAFE ENTRY CONDITIONS.
3. ONE ATTENDANT/RESCUE PERSONNEL TOPSIDE (TWO, IF CONDITIONS WARRANT IT).
20. WHEN CONNECTING TO A LIVE SEWER LINE, THE CONTRACTOR SHALL ABIDE BY ALL CONDITIONS THAT THE STATE DEPARTMENT OF HEALTH SETS FORTH TO MITIGATE ANY WASTEWATER SPILL THAT MAY OCCUR. THE CONTRACTOR SHALL INFORM THE CITY'S INSPECTOR FIVE (5) WORKING DAYS PRIOR TO THE ACTUAL CONNECTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY FINES AND PENALTIES DUE TO ANY SPILLS RESULTING FROM THE CONNECTION.
21. THE DEPARTMENT OF HAWAIIAN HOME LANDS (DHHL) SHALL PAY TO THE CITY THE APPLICABLE WASTEWATER SYSTEM FACILITY CHARGE.
22. NO RUNGS SHALL BE INSTALLED INSIDE NEW SEWER MANHOLES.

MECHANICAL/ELECTRICAL DESIGN AND ENGINEERING DIVISION NOTES:

- 1. THE CONTRACTOR SHALL NOTIFY THE JOINT POLE COMMITTEE TWO (2) WEEKS IN ADVANCE OF ANY RELOCATION OF UTILITY POLE(S) THAT MAY BE NECESSARY.
2. THE CONTRACTOR SHALL NOTIFY THE MECHANICAL/ELECTRICAL DESIGN AND ENGINEERING DIVISION, DEPARTMENT OF DESIGN AND CONSTRUCTION, THREE (3) WORKING DAYS PRIOR TO COMMENCING WORK ON THE STREET LIGHTING SYSTEM (PHONE: 768-84937).
3. THE STREET LIGHTING SYSTEM SHALL BE KEPT OPERATIONAL DURING CONSTRUCTION. ANY RELOCATION REQUIRED SHALL BE APPROVED BY THE MECHANICAL/ELECTRICAL DESIGN AND ENGINEERING DIVISION, DEPARTMENT OF DESIGN AND CONSTRUCTION, AND PAID FOR BY THE CONTRACTOR.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGES TO EXISTING STREET LIGHTING FACILITIES. ANY AND ALL DAMAGES TO THESE FACILITIES SHALL BE REPAIRED BY THE CONTRACTOR AT HIS COST, IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY AND COUNTY OF HONOLULU.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGES TO THE CITY'S EXISTING COMMUNICATIONS FIBER OPTIC CABLE SYSTEM. ANY AND ALL DAMAGES TO THESE FACILITIES SHALL BE REPAIRED BY THE CONTRACTOR AT HIS COST IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY AND COUNTY OF HONOLULU.

ARCHAEOLOGICAL NOTE

IF DURING CONSTRUCTION, ANY PREVIOUSLY UNIDENTIFIED SITES OR REMAINS (SUCH AS ARTIFACTS, SHELL, BONE, OR CHARCOAL DEPOSITS, HUMAN BURIALS, ROCK OR CORAL ALIGNMENTS, PAVINGS, OR WALLS) ARE ENCOUNTERED, THE APPLICANT SHALL STOP WORK AND CONTACT THE STATE DLNR HISTORIC SITES OFFICE AT 548-7460 IMMEDIATELY. WORK IN THE IMMEDIATE AREA SHALL BE STOPPED UNTIL THE OFFICE IS ABLE TO ASSESS THE IMPACT AND MAKE FURTHER RECOMMENDATIONS FOR MITIGATIVE ACTIVITY.

WATER NOTES

- 1. UNLESS OTHERWISE SPECIFIED, ALL MATERIALS AND CONSTRUCTION OF WATER SYSTEM FACILITIES AND APPURTENANCES SHALL BE IN ACCORDANCE WITH THE CITY AND COUNTY OF HONOLULU BOARD OF WATER SUPPLY'S "WATER SYSTEM STANDARDS" DATED 2002, THE "WATER SYSTEM EXTERNAL CORROSION CONTROL STANDARDS", VOLUME 3, DATED 1991, AND ALL SUBSEQUENT AMENDMENTS AND ADDITIONS.
2. ALL PLANS APPROVED BY THE BOARD OF WATER SUPPLY ARE BASED SOLELY ON THE ADEQUACY OF THE WATER SUPPLY. ALL OTHER FEATURES OF THE WATER SYSTEM, SUCH AS LINES, GRADES, FITTINGS, DRAINAGE, ETC., AND OTHER FEATURES OF IMPROVEMENTS SHALL NOT BE THE RESPONSIBILITY OF THE BOARD OF WATER SUPPLY.
3. UNLESS OTHERWISE SPECIFIED, ALL LATERALS AND CONNECTIONS SHALL BE COPPER TYPE "C-1", WITH BLIND METER SPLICER LENGTHS AT 7-1/2 INCHES TO ACCOMMODATE 3/4 INCH METERS. TYPE "C-1" SERVICE LATERALS SHALL BE ONE 1-1/2 INCH DIAMETER LATERAL BRANCHING TO TWO 1-INCH DIAMETER CONNECTIONS.
4. TEST PRESSURE SHALL BE 150 PSI. DURING THE 30-MINUTE PRESSURE TEST, THE PRESSURE SHALL NOT DROP MORE THAN 10 PSI.
5. THE CONTRACTOR SHALL NOTIFY BWS CAPITAL PROJECTS DIVISION, CONSTRUCTION SECTION IN WRITING AND SUBMIT SIX (6) SETS OF APPROVED CONSTRUCTION PLANS ONE WEEK PRIOR TO COMMENCING WORK ON THE WATER SYSTEM.
6. AFTER INSTALLATION OF TAPPING SLEEVE AND VALVE PRIOR TO ACTUAL TAPPING OPERATIONS, THE ASSEMBLY SHALL BE TESTED AT 150 PSI ON BOTH SIDES OF THE VALVE.
7. WATER COMMITMENT SHALL BE CANCELED IF THE APPROVED CONSTRUCTION PLANS ARE ALLOWED TO LAPSE.
8. THE CONTRACTOR SHALL CHLORINATE THE ENTIRE SURFACE OF EACH PIPE AND FITTING WITH DISINFECTANT SOLUTION OF 5 OUNCES OF SODIUM HYPOCHLORITE MIXED WITH 10 GALLONS OF WATER. (FOR CONNECTION ONLY)
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL WATER LINES DURING CONSTRUCTION. THE CONTRACTOR SHALL BE ESPECIALLY CAREFUL WHEN EXCAVATING BEHIND WATER LINES, TEES AND BENDS WHEREVER THERE IS A POSSIBILITY OF WATER LINE MOVEMENT DUE TO THE REMOVAL OF THE SUPPORTING EARTH BEYOND THE EXISTING REACTION BLOCKS. THE CONTRACTOR SHALL TAKE WHATEVER MEASURE NECESSARY TO PROTECT THE WATER LINES, SUCH AS CONSTRUCTING SPECIAL REACTION BLOCKS (WITH BWS APPROVAL) AND/OR MODIFYING HIS CONSTRUCTION METHOD.
10. THE EXISTENCE AND LOCATION OF UNDERGROUND UTILITIES AND STRUCTURES AS SHOWN ON THE PLANS ARE FROM THE LATEST AVAILABLE DATA BUT IS NOT GUARANTEED AS TO THE ACCURACY OR THE ENCOUNTERING OF OTHER OBSTACLES DURING THE COURSE OF THE WORK. THE CONTRACTOR SHALL BE RESPONSIBLE AND SHALL PAY FOR ALL DAMAGES TO EXISTING UTILITIES. THE CONTRACTOR SHALL NOT ASSUME THAT WHERE NO UTILITIES ARE SHOWN, THAT NONE EXIST.
11. PRIOR TO INSTALLATION, THE CONTRACTOR SHALL SUBMIT FOR APPROVAL BY BOARD OF WATER SUPPLY, THE MANUFACTURER'S CERTIFICATION THAT ALL CAST IRON (GRAY OR DUCTILE) FITTINGS FOR THE PROJECT CONFORM IN ALL RESPECTS TO THE WATER SYSTEM STANDARDS, DATED 2002.
12. POLYGON SHAPE FOR MECHANICAL JOINT GLANDS AS DESCRIBED IN ANWA STANDARD C111 SHALL BE "STRAIGHT-SIDED" OR AN APPROVED EQUAL ON A JOB-TO-JOB BASIS.
13. RE-APPROVAL SHALL BE REQUIRED IF THIS PROJECT IS NOT UNDER CONSTRUCTION WITHIN A PERIOD OF TWO YEARS.
14. CONTRACTOR SHALL CUT AND PLUG ALL EXISTING UNUSED LATERALS AT THE MAIN WHETHER OR NOT SHOWN ON THE PLANS. METER AND VALVE BOXES TO BE OR ALREADY ABANDONED SHALL BE DEMOLISHED OR REMOVED AND PROPERLY DISPOSED OF. THE DAMAGED AREA SHALL BE REPAIRED TO AN EQUAL OR BETTER CONDITION THAN THE IMMEDIATE AREA. ALL WORK SHALL BE DONE AT THE EXPENSE OF THE CONTRACTOR.
15. THE CONTRACTOR SHALL FURNISH AND INSTALL POLYETHYLENE WRAP, 3 FEET MINIMUM AT ALL TAPS (FOR DI PIPE AND COPPER LATERAL COMBINATION ONLY) AND PLASTIC PIPE (PE TUBING) 3 FEET LONG AFTER METERS FOR ALL SERVICE LATERAL CONNECTIONS.
16. ADEQUATE OFFSITE FIRE PROTECTION MEETING THE BWS STANDARD SHALL BE INSTALLED AND COMPLETED PRIOR TO CONSTRUCTION OF HOMES INCLUDING MODEL HOMES.
17. AT THE ELECTRICAL/SIGNAL DUCTLINE WATER CROSSINGS, ADJUST ALL ELECTRICAL/SIGNAL DUCTLINE ELEVATIONS TO MAINTAIN 6" VERTICAL CLEAR SEPARATION FROM ALL WATERLINES (12" CLEAR FOR ALL ELECTRICAL/SIGNAL DUCTLINE STRUCTURES LARGER THAN 16") AT NO COST TO THE BOARD OF WATER SUPPLY.
18. MAINTAIN 3'-0" MIN. HORIZONTAL CLEAR SEPARATION BETWEEN ALL WATERLINE SYSTEMS AND NEAREST ELECTRICAL/SIGNAL DUCTLINES PARALLELING THE WATER SYSTEM AT NO COST TO THE BOARD OF WATER SUPPLY.
19. MAINTAIN 3'-0" MIN. HORIZONTAL CLEAR SEPARATION BETWEEN STREET LIGHT/TRAFFIC SIGNAL STANDARDS (INCLUDING ANY MODULAR UNITS) AND THE NEAREST WATER SYSTEM. CONTRACTOR SHALL FIELD VERIFY FOR ANY CONFLICTS AT EACH STREET LIGHT/TRAFFIC SIGNAL STANDARD LOCATION. WHERE CONFLICTS OCCUR, THE CONTRACTOR SHALL COORDINATE WITH THE PROJECT ENGINEER TO REVISE THE STREET LIGHT/TRAFFIC SIGNAL STANDARD TO PROVIDE THE REQUIRED CLEARANCES AT NO COST TO THE BWS.
20. THE CONTRACTOR/DEVELOPER SHALL OBTAIN A NPDES PERMIT PRIOR TO CHLORINATION AND/OR DEWATERING. A COPY OF THE PERMIT SHALL BE SUBMITTED TO THE BOARD OF WATER SUPPLY, CAPITAL PROJECTS DIVISION, CONSTRUCTION SECTION.
21. SOIL RESISTIVITY FOR THE SITE HAS A CORROSION RATING OF 5 AS REPORTED BY "GEOTECHNICAL EXPLORATION REPORT AND CORROSION POTENTIAL SURVEY PROPOSED EAST KAPOLEI RESERVOIR 20- TO 30-INCH WATER TRANSMISSION MAIN AND 24- TO 42-INCH TRUNK SEWER EAST KAPOLEI, EWA, OAHU, HAWAII", DATED MARCH 2006, BY PSC CONSULTANTS, LLC. ALL REQUIRED ELECTRICAL ISOLATION PROCEDURES AND CORROSION CONTROL REQUIREMENTS SHALL APPLY.
22. PIPE CUSHION SHALL BE OF HIGH RESISTIVITY MATERIAL. THE CONTRACTOR SHALL SUBMIT A SOIL CERTIFICATION THAT HIGH RESISTANT CUSHION MATERIAL HAS A RESISTIVITY GREATER THAN 5,000 OHM-CM. REMAINDER OF THE BACKFILL MATERIAL SHALL BE AS SPECIFIED IN THE WATER SYSTEM STANDARDS. PIPE CUSHION AND BACKFILL MATERIAL SHALL CONTAIN NO HAZARDOUS SUBSTANCES ABOVE REGULATORY ACTION LEVELS INCLUDING BUT NOT LIMITED TO LEAD, ASBESTOS, MERCURY, CHROMIUM, CADMIUM, ZINC, STRONTIUM, AND POLYCHLORINATED BIPHENYLS (PCB).
23. BWS WILL NOT SEND COMPLETION NOTICES TO DPP SUBDIVISION BRANCH UNTIL EASEMENT DOCUMENTS ARE SUBMITTED TO BWS AND RECORDED.
24. UPON COMPLETION OF THE PROJECT, THE DEVELOPER SHALL PROVIDE THE BWS WITH A CERTIFICATE FROM A REGISTERED SOILS ENGINEER CERTIFYING THAT THE ROAD PRISM HAS BEEN CONSTRUCTED IN ACCORDANCE TO CITY AND COUNTY ROAD STANDARDS.
25. ALL DUCTILE IRON PIPE, FITTINGS AND VALVES SHALL BE WRAPPED WITH TWO LAYERS OF 8 MIL. POLYETHYLENE WRAP.
26. TWO-WAY BLUE REFLECTIVE HYDRANT MARKERS TYPE DB SHALL BE INSTALLED AT ALL NEW FIRE HYDRANT INSTALLATIONS. CONTRACTOR SHALL VERIFY THE EXACT LOCATIONS OF HYDRANT MARKERS WITH THE NEAREST HONOLULU FIRE DEPARTMENT BATTALION CHIEF.
27. CLEANING SHALL BE BY THE USE OF "PIGS" INTRODUCED INTO THE PIPELINE AND RUN COMPLETELY THROUGH ALL INSTALLED PIPELINES AND ALL BRANCH LINES FOR FIRE HYDRANTS. "PIGGING" OF SERVICE LATERALS IS NOT REQUIRED. BARE FOAM "PIGS" SHALL BE USED TO SWAB PIPING CLEAN AS EACH LENGTH OF THE PIPELINE IS INSTALLED. EACH "PIG" SHALL CONSIST OF A CYLINDRICAL PIECE OF POLYURETHANE FOAM WITH A DENSITY OF 3-7 POUNDS PER CUBIC FOOT AND A VINYL-COATED NOSE. OUTSIDE DIAMETER OF THE "PIG" SHALL BE EQUAL TO 1-1/4 TO 1-1/2 TIMES THE INSIDE DIAMETER OF THE PIPE BEING INSTALLED. THE LENGTH OF THE "PIG" SHALL BE 1-1/2 TO 2 TIMES ITS DIAMETER. PRIOR TO USE, THE "PIG" SHALL BE SUBMERGED IN A CHLORINE SOLUTION OF 1 OZ. OF 5% CHLORINE BLEACH IN 5 GALLONS OF WATER. "PIGGING" OF THE PIPELINE SHALL BE CONSIDERED INCIDENTAL TO THE INSTALLATION OF THE NEW PIPELINE.
28. ALL SECTIONS OF THE WATER MAIN REQUIRING REINFORCED CONCRETE JACKETING SHALL BE DUCTILE IRON PIPE OR CONCRETE CYLINDER PIPE AND FITTINGS.
29. BALL CORP AND BALL STOP SHALL BE USED IN LIEU OF A CORPORATION STOP AND STOPCOCK, RESPECTIVELY.
30. INSTALL 4 MIL THICK, NON-METALLIC, BLUE COLORED, 6 INCHES WIDE WARNING TAPE OVER CENTERLINE OF THE PIPE AND BELOW THE BASE COURSE ALONG THE ENTIRE LENGTH OF TRENCH. TAPE SHOULD BE MARKED WITH "CAUTION WATER LINE BURIED BELOW".
31. THE CONTRACTOR SHALL INSTALL ELECTRONIC MARKERS TO ALL MAINS AND TEST THE ELECTRONIC MARKERS PRIOR TO INSTALLATIONS TO VERIFY PROPER OPERATION. BWS PERSONNEL SHALL VERIFY THE NUMBER AND LOCATIONS OF PLACED ELECTRONIC MARKERS BEFORE FINAL PAVING OF THE PROJECT.

WATER NOTES (CONT.)

- 32. WATER PIPELINE CHLORINATION AND TESTING PROCEDURES:
A. THE FOLLOWING CHLORINATION AND WATER SAMPLE COLLECTION PROCEDURE SHALL APPLY TO ALL WATER PIPELINE PROJECTS:
STEP 1: CHLORINATE MAIN BY FILLING WITH WATER AND INTRODUCING CHLORINE IN SUFFICIENT QUANTITY TO OBTAIN A MINIMUM CHLORINE CONCENTRATION OF 50 PARTS PER MILLION. LEAVE CHLORINATED WATER IN MAIN OVERNIGHT.
STEP 2: FLUSH MAIN WITH FRESH WATER UNTIL ALL CHLORINE HAS BEEN FLUSHED OUT AS EVIDENCED BY THE ORTHO-TOLUIDINE TEST, THEN COLLECT A WATER SAMPLE WHILE CONTINUING TO FLUSH THE MAIN.
STEP 3: REPEAT STEPS 1 AND 2. AFTER COLLECTING THE SECOND WATER SAMPLE, STOP FLUSHING AND ALLOW THE WATER TO STAND IN THE MAIN OVERNIGHT.
STEP 4: THOROUGHLY FLUSH THE MAIN WITH FRESH WATER UNTIL ALL WATER THAT HAD BEEN STANDING IN THE MAIN OVERNIGHT HAS BEEN FLUSHED OUT. STOP FLUSHING AND LET THE WATER STAND IN THE MAIN FOR ONE HOUR. COLLECT A WATER SAMPLE.
B. THE MAIN IS DEEMED ACCEPTABLE AND CERTIFIED WHEN (1) TWO CONSECUTIVE WATER SAMPLES, COLLECTED 24 HOURS APART UNDER STEPS 1 AND 2, SHOW NO TOTAL AND FECAL COLIFORM AND LESS THAN 200 COLONY FORMING UNITS (CFU) OF TOTAL BACTERIA AND (2) THE SAMPLE OF WATER HELD IN THE MAIN FOR ONE HOUR, COLLECTED UNDER STEP 4, ALSO SHOWS NO TOTAL AND FECAL COLIFORM AND LESS THAN 200 CFU OF TOTAL BACTERIA.
C. CHLORINATION, FLUSHING, SAMPLING AND TESTING WILL BE EXTENDED SHOULD UNSATISFACTORY RESULTS BE ENCOUNTERED. ANY SAMPLE THAT SHOWS POSITIVE COLIFORM PRESENCE OR TOTAL BACTERIA GREATER THAN 200 CFU IS UNSATISFACTORY.
D. STEPS 1 AND 2 MAY BE REPEATED BEFORE COLLECTING THE ONE-HOUR HOLD SAMPLE SPECIFIED IN STEP 4. REPEATING STEPS 1 AND 2 IS RECOMMENDED IN THE EVENT SAMPLES SHOW THE PRESENCE OF COLIFORMS AND/OR INCREASING TOTAL BACTERIAL RESULTS FROM ONE SAMPLE TO THE NEXT.
E. WATER SAMPLES THAT SHOW THE PRESENCE OF ATYPICAL COLONIES, DEBRIS OR RESULTS INCONSISTENT WITH EXISTING WATER ARE SUBJECT TO RECONFIRMATION. BWS RESERVES THE RIGHT TO REQUEST AND TEST ADDITIONAL WATER SAMPLES IN THE INTEREST OF SAFEGUARDING PUBLIC HEALTH AND SAFETY.
33. BOARD OF WATER SUPPLY APPROVAL OF THESE PLANS DOES NOT CONSTITUTE A WATER COMMITMENT. AVAILABILITY OF WATER WILL BE DETERMINED WHEN BUILDING PERMIT IS PRESENTED TO THE DEPARTMENT. WATER COMMITMENT WILL DEPEND UPON THE STATUS OF THE WATER SYSTEM AT THE TIME. SHOULD WATER SERVICE BE MADE AVAILABLE, THE WATER COMMITMENT WILL BE EFFECTIVE WHEN THE PROJECT RECEIVES AN APPROVED BUILDING PERMIT FROM THE BUILDING DEPARTMENT. ALL WATER COMMITMENTS WILL BE CANCELED IN THE EVENT THE BUILDING PERMIT IS CANCELED.
34. POLYVINYL CHLORIDE (PVC) PIPES SHALL BE CLASS 150. ALL DUCTILE IRON VALVES AND METALLIC FITTINGS SHALL BE WRAPPED WITH TWO LAYERS OF 8 MIL. POLYETHYLENE WRAP. NO BENDING OF POLYVINYL CHLORIDE PIPES SHALL BE PERMITTED. THE INSTALLATION OF PVC PIPE, ACCORDING TO THE PLANS AND SPECIFICATIONS AS BID ON BY THE CONTRACTOR, MAY REQUIRE ADDITIONAL DESIGN WORK, ADDITIONAL FITTINGS AND SPECIAL COUPLINGS SHALL BE CONSIDERED INCIDENTAL TO THE UNIT PRICE BID IN THE PROPOSAL FOR PVC PIPE. ANY ADDITIONAL DESIGN WORK SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. COPPER TONING WIRE (NO. 8 GA) SHALL BE INSTALLED ALONG THE CENTERLINE OF THE ENTIRE LENGTH OF THE PIPELINE AT 2'-6" MAXIMUM FROM FINISH GRADE.
35. ALL POLYVINYL CHLORIDE (PVC) PIPE DEFLECTIONS SHALL BE ACCOMPLISHED ONLY BY THE USE OF SPECIAL PVC DEFLECTION COUPLINGS. DEFLECTION AROUND CURVES SHALL BE ACCOMPLISHED ONLY BY THE USE OF PVC DEFLECTION COUPLINGS.
36. ALL SECTIONS OF THE WATER MAIN REQUIRING REINFORCED CONCRETE JACKETING SHALL BE DUCTILE IRON PIPE CLASS 52 WITH DUCTILE IRON FITTINGS OR CONCRETE CYLINDER PIPE AND FITTINGS.
37. BOSSED TEES REQUIRED FOR ALL LATERAL AND ARV CONNECTIONS TO PVC MAINS.
38. ALL PVC FITTINGS SHALL CONFORM TO AMERICAN WATER WORKS ASSOCIATIONS (AWWA) C-907. DUCTILE IRON FITTINGS SHALL BE USED FOR ALL TYPES OF FITTINGS NOT SPECIFIED IN AWWA C-907.
39. REACTION BLOCK REQUIREMENTS FOR PVC FITTINGS SHALL BE THE SAME FOR DUCTILE IRON FITTINGS.
40. THE USE OF HUB CLAMPS AND SET SCREWS ON PVC FITTINGS IS NOT APPROVED.
41. PRIOR TO THE PVC FITTING INSTALLATION, THE CONTRACTOR SHALL SUBMIT FOR APPROVAL BY THE BWS, THE MANUFACTURER'S CERTIFICATION THAT ALL PVC FITTINGS CONFORM TO AWWA C-907.
42. THE CONTRACTOR SHALL INSTALL ELECTRONIC MARKERS TO ALL MAINS AND TEST THE ELECTRONIC MARKERS PRIOR TO INSTALLATIONS TO VERIFY PROPER OPERATION. BWS PERSONNEL SHALL VERIFY THE NUMBER AND LOCATION OF PLACED ELECTRONIC MARKERS BEFORE FINAL PAVING OF THE PROJECT.

SPECIAL WATER NOTES

- 1. WATER METERS AND BOXES SHALL BE CLEAR OF DRIVEWAYS AND ELECTRICAL PULLBOXES.

DISABILITY AND COMMUNICATION ACCESS BOARD (DCAB) REQUIREMENTS

- 1. WHERE PEDESTRIAN WALKWAYS EXIST, THEY SHALL BE MAINTAINED IN PASSABLE CONDITION OR OTHER FACILITIES FOR PEDESTRIANS SHALL BE PROVIDED. PASSAGE BETWEEN WALKWAYS AT INTERSECTIONS SHALL LIKEWISE BE PROVIDED. TEMPORARY PEDESTRIAN PASSAGES SHALL BE ACCESSIBLE PER ADAAG 4.1.1 (4) AND SHALL COMPLY W/ADAAG 4.3.1.

Community Planning and Engineering, Inc. Engineering Design | Construction Management | Infrastructure Planning 1100 Alekua Street, Sixth Floor Honolulu, Hawaii
EAST KAPOLEI I DEVELOPMENT (DPP SUBD. FILE NO. 2005/SUB-317) HONOLULU, EWA, OAHU, HAWAII
OWNER & DEVELOPER: DEPARTMENT OF HAWAIIAN HOME LANDS TAX MAP KEY: 9-1-16: 108
GENERAL NOTES - 1
DRAWN BY: SWE ENGINEER: SS CHECKED BY: DSK
APPROVED: [Signatures and Dates]
REVISION DATE DESCRIPTION MADE BY APPROVED

Project: D:\Projects\DHHL\East Kapolei\Construction Drawings\Government Review #3\General Notes-1 (0963) dwg, Model: 11/30/2007 7:01:43 AM, 1:1

RECLAIMED WATER NOTES FOR R-1 WATER

- UNLESS OTHERWISE SPECIFIED, ALL MATERIALS AND CONSTRUCTION OF WATER SYSTEM FACILITIES AND APPURTENANCES SHALL BE IN ACCORDANCE WITH THE CITY AND COUNTY OF HONOLULU, BOARD OF WATER SUPPLY'S "WATER SYSTEM STANDARDS", DATED 2002, THE "WATER SYSTEM EXTERNAL CORROSION CONTROL STANDARDS", VOLUME 3, DATED 1991, AND THE DEPARTMENT OF HEALTH "GUIDELINES FOR THE TREATMENT AND USE OF RECYCLED WATER" DATED MAY 15, 2002, AND ALL SUBSEQUENT AMENDMENTS AND ADDITIONS.
- THREE-INCH WARNING TAPE, PURPLE IN COLOR (COLOR INDEX 7742 VIOLET #16, PANTONE 512 OR EQUAL) WITH THE WORDS "CAUTION RECYCLED WATER - DO NOT DRINK" IMPRINTED IN INTERVALS NOT GREATER THAN FIVE FEET SHALL BE INSTALLED DIRECTLY ON THE TOP OF ALL RECYCLED WATER LATERALS, PVC PIPES NOT MARKED NON-POTABLE, AND DUCTILE IRON PIPES. THE WARNING TAPE SHALL BE INSTALLED LONGITUDINALLY AND CONTINUOUSLY OVER THE ENTIRE LENGTH OF THE PIPE AND SHALL BE FASTENED TO THE PIPE WITH FIBER-REINFORCED TAPE AT 8 FEET ON CENTERS. LETTERS SHALL BE A MINIMUM OF 3/4 INCH HIGH.
- INTERCONNECTION BETWEEN RECYCLED WATER MAINS AND POTABLE WATER MAINS SHALL NOT BE ALLOWED.
- MATERIALS FOR FRAMES AND COVERS OF MANHOLES, VALVE BOXES, AND METER BOXES SHALL CONFORM TO THE REQUIREMENTS SPECIFIED IN THE WATER SYSTEM STANDARDS. THE RECYCLED WATER COVERS SHALL BE CAST WITH THE WORDS "RECYCLED WATER" AND SHALL BE PROVIDED WITH A 24-INCH LONG GALVANIZED STEEL COIL CHAIN, 1/4-INCH SIZE WITH 12.5 LINKS PER FOOT, AND BE WELDED TO THE FRAME AND COVER. IN LIEU OF THE CAST "RECYCLED WATER" MATERIALS MAY BE PAINTED PURPLE FOR IDENTIFICATION PURPOSES.
- HORIZONTAL CLEARANCE OF 3- FEET AND VERTICAL CLEARANCE OF 6-INCHES SHALL BE MAINTAINED BETWEEN RECYCLED WATER AND OTHER LINES.
- VALVE COVERS, MANHOLE COVERS, FIRE HYDRANTS, METER COVERS AND BODIES SHALL ALL BE PAINTED PURPLE (PANTONE 522 OR EQUAL) FOR IDENTIFICATION.
- PVC C900 PIPE SHALL BE IN COMPLIANCE WITH AWWA C900, 4-INCH TO 12-INCH. ALL RECYCLED WATER C900 PVC MAINS SHALL BE MARKED ON OPPOSITE SIDES TO READ "CAUTION RECYCLED WATER - DO NOT DRINK" IN INTERVALS NOT GREATER THAN FIVE FEET. LETTERS SHALL BE A MINIMUM OF 3/4 INCHES HIGH. RECYCLED WATER C900 PVC MAINS MAY BE PURPLE IN COLOR.
- METERS WILL NOT BE ISSUED UNTIL THE RECYCLED WATER AGREEMENT IS MADE.
- ALL NEW BURIED TRANSMISSION PIPING IN THE RECYCLED WATER SYSTEM, INCLUDING SERVICE LINES, VALVES, AND OTHER APPURTENANCES SHALL BOTH BE COLORED PURPLE, SUGGESTED COLOR PANTONE 22 OR EQUAL, AND EMBOSSED OR INTEGRALLY STAMPED/MARKED "CAUTION: RECYCLED WATER-DO NOT DRINK" OR BE INSTALLED WITH A PURPLE IDENTIFICATION TAPE, OR A PURPLE POLYETHYLENE WRAP, SUGGESTED COLOR INDEX 7742 VIOLET #16, PANTONE 512 OR EQUAL.

NOTES FOR CONSTRUCTION WITHIN STATE R/W

- THE CONTRACTOR SHALL OBTAIN A PERMIT TO PERFORM WORK UPON STATE HIGHWAYS FROM THE OAHU DISTRICT ENGINEER, STATE HIGHWAYS, AT 727 KAAHI STREET, PRIOR TO COMMENCEMENT OF WORK WITHIN THE STATE'S HIGHWAY RIGHT-OF-WAY.
- CONSTRUCTION AND RESTORATION OF ALL EXISTING HIGHWAY FACILITIES WITHIN THE STATE'S HIGHWAY RIGHT-OF-WAY, INCLUDING THE LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC, SHALL BE IN ACCORDANCE WITH THE CURRENT STANDARD SPECIFICATIONS FOR ROAD, BRIDGE AND PUBLIC WORKS CONSTRUCTION, AND THE SPECIFICATIONS FOR INSTALLATION OF MISCELLANEOUS IMPROVEMENTS WITHIN STATE HIGHWAYS, OF THE STATE HIGHWAYS DIVISION.
- WORK MAY BE PERFORMED BETWEEN THE HOURS OF 8:30 A.M. AND 3:00 P.M., MONDAY THROUGH FRIDAY, EXCEPT HOLIDAYS, AND "NO LANE CLOSURE" PERIODS, UNLESS OTHERWISE PERMITTED BY THE DISTRICT ENGINEER.

DURING WORK HOURS ONLY ONE LANE OF TRAFFIC SHALL BE CLOSED, UNLESS OTHERWISE APPROVED IN WRITING BY THE DISTRICT ENGINEER.

AT CERTAIN LOCATIONS, "NO LANE CLOSURE" WILL BE ALLOWED DURING THE "BACK TO SCHOOL JAM", THANKSGIVING WEEKEND, CHRISTMAS/NEW YEAR PERIOD AND AT OTHER TIMES AS DIRECTED BY THE HIGHWAYS DIVISION.
- THE CONTRACTOR SHALL PROVIDE, INSTALL AND MAINTAIN ALL NECESSARY SIGNS, LIGHTS, FLARES, BARRICADES, MARKERS, CONES AND OTHER PROTECTIVE FACILITIES, AND SHALL TAKE ALL NECESSARY PRECAUTIONS FOR THE PROTECTION, CONVENIENCE, AND SAFETY OF PUBLIC TRAFFIC. ALL SUCH PROTECTIVE FACILITIES AND PRECAUTIONS TO BE TAKEN SHALL CONFORM WITH THE "ADMINISTRATIVE RULES OF HAWAII GOVERNING THE USE OF TRAFFIC CONTROL DEVICES AT WORK SITES ON OR ADJACENT TO PUBLIC STREETS AND HIGHWAYS", ADOPTED BY THE DIRECTOR OF TRANSPORTATION, AND THE CURRENT U.S. FEDERAL HIGHWAYS ADMINISTRATION "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, PART VI - STANDARDS AND GUIDES FOR TRAFFIC CONTROLS FOR STREET AND HIGHWAY CONSTRUCTION, MAINTENANCE, UTILITY AND INCIDENT MANAGEMENT OPERATIONS".

LANE CLOSURES SHALL CONFORM TO THE TRAFFIC CONTROL PLAN INCORPORATED INTO THESE CONSTRUCTION PLANS AND MUST BE APPROVED BY THE DIVISION PRIOR TO THE ISSUANCE OF THE PERMIT.
- THE MINIMUM PAVEMENT STRUCTURE SHALL CONSIST OF:
 - RESIDENTIAL AND COMMERCIAL DRIVEWAYS AND SIDEROADS ON MINOR HIGHWAYS
 - 2 1/2" ASPHALT CONCRETE (MIX IV), 8" AGGREGATE BASE COURSE AND 12" SUBBASE, OR 2 1/2" ASPHALT CONCRETE AND 8" ASPHALT CONCRETE BASE COURSE OR ASPHALT CONCRETE.
 - 6" OF CLASS "A" CONCRETE REINFORCED WITH 6" X 6"-W2.9 X W2.9 WIRE MESH ON 12" AGGREGATE SUBBASE, IF DEEMED NECESSARY BY THE ENGINEER.
 - CHANNELIZED INTERSECTIONS ON MAJOR HIGHWAYS
 - 4" ASPHALT CONCRETE (MIX IV), 8" AGGREGATE BASE COURSE, AND 12" AGGREGATE SUBBASE, OR 4" ASPHALT CONCRETE AND 8" GLASSPALT CONCRETE BASE COURSE, OR MATCH EXISTING PAVEMENT STRUCTURE, WHICHEVER IS GREATER.
- NO MATERIAL AND/OR EQUIPMENT SHALL BE STOCKPILED OR OTHERWISE STORED WITHIN THE HIGHWAY RIGHT-OF-WAY, EXCEPT AT LOCATIONS DESIGNATED IN WRITING AND APPROVED BY THE DISTRICT ENGINEER.
- COMPACTION TESTS SHALL BE TAKEN IN ACCORDANCE WITH THE SPECIFICATIONS FOR INSTALLATION OF MISCELLANEOUS IMPROVEMENTS WITHIN STATE HIGHWAYS, AS FOLLOWS:
 - SUBBASE: ONE (1) COMPACTION TEST PER LIFT PER 200 LINEAL FEET OF ROADWAY.
 - BASE COURSE: ONE (1) COMPACTION TEST PER LIFT PER 200 LINEAL FEET OF ROADWAY.
 - ONE (1) COMPACTION TEST PER LIFT PER 300 LINEAL FEET OF TRENCH.
 - A COPY OF THE TEST RESULTS SHALL BE SUBMITTED TO THE DISTRICT ENGINEER.
- PRIOR TO COMMENCING TRENCH EXCAVATION WORK, THE CONTRACTOR SHALL TAKE A PROFILE ALONG THE CENTERLINE OF THE PROPOSED UTILITY TRENCH. THIS INFORMATION SHALL BE USED IN THE VERIFICATION OF RESTORING THE ROADWAY TO ITS ORIGINAL CONDITION. A COPY OF THE PROFILE SHALL BE SUBMITTED TO THE DISTRICT ENGINEER.
- THE CONTRACTOR SHALL PROVIDE AN ADEQUATE AND SAFE NONSKID BRIDGING MATERIAL, INCLUDING SHORING, OVER TRENCHES IN PAVEMENT AREAS. THE BRIDGING SHALL BE ABLE TO SUPPORT ALL TYPES OF VEHICULAR TRAFFIC.
- UNLESS OTHERWISE NOTED, NO TRENCH SHALL BE OPENED MORE THAN 300 FEET IN ADVANCE OF INSTALLED AND TESTED PIPELINE AND/OR DUCTLINE.
- EXISTING DRAINAGE SYSTEMS SHALL BE FUNCTIONAL AT ALL TIMES.
- THE CONTRACTOR SHALL EXERCISE CARE TO MINIMIZE DAMAGES TO EXISTING HIGHWAY IMPROVEMENTS. ALL DAMAGES SHALL BE REPAIRED BY THE CONTRACTOR, AT HIS EXPENSE, TO THE ACCEPTANCE OF THE DISTRICT ENGINEER.
- APPROVAL OF PERMIT CONSTRUCTION PLANS SHALL BE VALID FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF NOTIFICATION OF APPROVAL TO THE APPLICANT. IN THE EVENT CONSTRUCTION DOES NOT COMMENCE WITHIN HIS ONE-YEAR PERIOD, THE APPLICANT WILL BE REQUIRED TO RESUBMIT THE CONSTRUCTION PLANS FOR THE DIVISION'S REVIEW AND REAPPROVAL.
- ALL REGULATORY, GUIDE, AND CONSTRUCTION SIGNS AND BARRICADES SHALL HAVE A HIGH-INTENSITY REFLECTIVE BACKGROUND.
- THE CONTRACTOR SHALL INFORM THE STATE HIGHWAYS' PERMIT OFFICE (831-6712) AT LEAST TWO (2) DAYS PRIOR TO CLOSING ANY LANES.
- DRIVEWAYS SHALL BE KEPT OPEN UNLESS THE OWNERS OF THE PROPERTIES USING THESE RIGHTS-OF-WAY ARE OTHERWISE PROVIDED FOR SATISFACTORILY.
- WHERE PEDESTRIAN WALKWAYS EXIST, THEY SHALL BE MAINTAINED IN A SAFE AND PASSABLE CONDITION, OR OTHER FACILITIES FOR PEDESTRIANS SHALL BE PROVIDED. PASSAGES BETWEEN WALKWAYS AT INTERSECTIONS SHALL LIKEWISE BE PROVIDED. ALL WALKWAYS SHALL CONFORM TO ADA REQUIREMENTS.
- THE CONTRACTOR SHALL REFERENCE, TO THE SATISFACTION OF THE DISTRICT ENGINEER, ALL EXISTING TRAFFIC SIGNS, POSTS, AND PAVEMENT MARKINGS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. THE CONTRACTOR SHALL REPLACE OR REPAIR ALL TRAFFIC SIGNS, POSTS, AND PAVEMENT MARKINGS DISTURBED BY HIS ACTIVITIES, AT HIS EXPENSE, UNLESS DIRECTED OTHERWISE BY THE DISTRICT ENGINEER OR HIS REPRESENTATIVE.
- THE CONTRACTOR SHALL EXERCISE CARE WHEN PERFORMING WORK IN OR ADJACENT TO THE STATE HIGHWAY RIGHT-OF-WAY. DAMAGES TO EXISTING FACILITIES SHALL BE IMMEDIATELY REPORTED TO THE RESPECTIVE UTILITY COMPANIES, AND/OR CITY OR STATE AGENCIES. THE REPAIR WORK SHALL BE DONE AT THE CONTRACTOR'S EXPENSE.
- THE CONTRACTOR SHALL NOTIFY THE STATE HIGHWAYS' HIGHWAY LIGHTING AND TRAFFIC SIGNAL SUPERVISOR (837-8056), THREE (3) WORKING DAYS PRIOR TO COMMENCING WORK.
- THE CONTRACTOR SHALL NOTIFY THE CITY DEPARTMENT OF TRANSPORTATION SERVICES, TRAFFIC SIGNAL ENGINEER (523-4589), THREE (3) WORKING DAYS PRIOR TO ANY SIGNALIZED INTERSECTION WORK.
- TRAFFIC SIGNAL SYSTEM SHALL BE KEPT OPERATIONAL DURING CONSTRUCTION. TEMPORARY OPERATIONAL MICROWAVE OR OTHER APPROVED DETECTION DEVICE SHALL BE INSTALLED THREE (3) WORKING DAYS PRIOR TO ANY SIGNALIZED INTERSECTION EXCAVATION WORK. ALL WORK DONE SHALL BE DONE IN ACCORDANCE TO THE REQUIREMENTS OF THE DEPARTMENT OF TRANSPORTATION SERVICES, CITY AND COUNTY OF HONOLULU, AND PAID FOR BY THE CONTRACTOR.
- THE CONTRACTOR SHALL NOTIFY OAHU TRANSIT SERVICES, INC. (OTS), ED SHIFFEN AT 848-4571, OR LOWELL TOM AT 848-1578, TWO WEEKS PRIOR TO COMMENCING ANY WORK. THE CONTRACTOR SHALL INFORM OTS OF THE LOCATION AND SCOPE OF WORK, PROPOSED CLOSURE OF ANY STREET OR TRAFFIC LANES, AND THE NEED TO RELOCATE ANY BUS STOP.

NOTES FOR CONSTRUCTION WITHIN STATE R/W (cont'd)

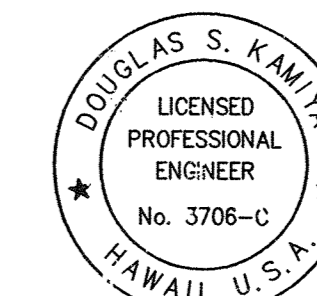
- THE PERMIT TO PERFORM WORK UPON STATE HIGHWAYS MAY BE REVOKED BECAUSE OF DEFAULT IN ANY OF THE FOLLOWING, BUT NOT LIMITED TO, CONDITIONS:
 - WORK PERFORMED BEFORE OR AFTER PERMITTED HOURS.
 - FAILURE TO MAINTAIN ROADWAY SURFACES IN A SMOOTH AND SAFE CONDITION.
 - FAILURE TO CLEAN UP CONSTRUCTION DEBRIS GENERATED FROM PROJECT WORK.
 - FAILURE TO PROVIDE PROPER TRAFFIC CONTROL.
 - FAILURE TO REPLACE DAMAGED PAVEMENT MARKINGS AND SIGNS.
- THE CONTRACTOR SHALL NOTIFY THE STATE HIGHWAYS PERMIT OFFICE (831-6712) AT LEAST TWO (2) DAYS PRIOR TO PERFORMING ANY TRENCH RESTORATION WORK. THIS WORK SHALL INCLUDE ANY BACKFILLING AND COMPACTING OF TRENCH MATERIAL; ANY PLACING AND COMPACTING OF BASE COURSE MATERIAL; AND ANY PAVING OPERATIONS. ANY TRENCH RESTORATION WORK PERFORMED BY THE CONTRACTOR THAT IS NOT WITNESSED BY A STATE REPRESENTATIVE WILL BE REQUIRED TO BE REMOVED AND RESTORED WITH A STATE REPRESENTATIVE PRESENT. ALL RESTORATION WORK WILL BE DONE AT THE CONTRACTOR'S EXPENSE.
- TEMPORARY COLD MIX TRENCH PATCHES WILL BE PERMITTED IN ANY GIVEN AREA FOR A MAXIMUM DURATION OF TWO WEEKS, AND SHALL BE A MINIMUM OF 2 INCHES THICK. ALL TEMPORARY PATCHES SHALL BE PLACED OVER PROPERLY PLACED AND COMPACTED BACKFILL AND BASE COURSE LAYERS. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL TEMPORARY PATCHES AND TO MAKE REPAIRS TO UNSATISFACTORY PATCHES WITHIN 24 HOURS.
- THE CONTRACTOR WILL MAKE EVERY EFFORT TO MINIMIZE THE USE AND THE DURATION OF USE OF STEEL PLATES. ALL STEEL PLATES SHALL HAVE A NON-SKID SURFACE. THE STATE MAY REQUIRE THE BACKFILLING AND PATCHES OF TRENCHES DUE TO THE EXCESSIVE USAGE OF STEEL PLATES.
- PLASTIC MARKING TAPE. PROVIDE PLASTIC MARKING TAPE THAT IS ACID AND ALKALI RESISTANT POLYETHYLENE FILM 6 INCHES WIDE WITH MINIMUM THICKNESS OF 0.004 INCH. PROVIDE TAPE WITH MINIMUM STRENGTH OF 1750 PSI LENGTHWISE AND 1500 PSI CROSSWISE. MANUFACTURE TAPE WITH INTEGRAL WIRES, FOIL BACKING OR OTHER MEANS TO ENABLE DETECTION BY A METAL DETECTOR WHEN THE TAPE IS BURIED UP TO 3 FEET DEEP. MANUFACTURE TAPE SPECIFICALLY FOR MARKING AND LOCATING UNDERGROUND UTILITIES. PROVIDE THE METALLIC CORE OF THE TAPE ENCASED IN A PROTECTIVE JACKET OR PROVIDED WITH OTHER MEANS TO PROTECT IT FROM CORROSION. CONFORM TO THE FOLLOWING TAPE COLOR AND BEAR A CONTINUOUS PRINTED INSCRIPTION DESCRIBING THE SPECIFIC UTILITY:

RED:	ELECTRIC
YELLOW:	GAS, OIL, DANGEROUS MATERIAL
ORANGE:	TELEPHONE, TELEGRAPH, TELEVISION, POLICE, AND FIRE COMMUNICATIONS
BLUE:	WATER SYSTEMS
GREEN:	SEWER SYSTEMS

NPDES REQUIREMENTS FOR PERMIT PROJECTS WITHIN STATE HIGHWAY RIGHT-OF-WAY

THE CONTRACTOR SHALL OBTAIN AND COMPLY WITH THE "NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) REQUIREMENTS FOR OAHU DISTRICT PERMIT PROJECTS." THIS IS AVAILABLE AT THE OAHU DISTRICT OFFICE AT 727 KAAHI STREET (PH. 831-6793). DUE TO POTENTIAL COST IMPACTS, THE CONTRACTOR NEEDS TO BE AWARE OF THESE REQUIREMENTS.

THE CONTRACTOR SHALL COMPLETE AND SUBMIT A "CONTRACTOR'S CERTIFICATE OF NPDES COMPLIANCE," INCLUDING COMPLETION OF THE "BEST MANAGEMENT PRACTICE (BMP) CHECKLIST" AND SUBMITTAL OF A WRITTEN BMP PLAN AND DRAWINGS, PRIOR TO ISSUANCE OF THE PERMIT TO PERFORM WORK UPON STATE HIGHWAYS.



Douglas S. Kaniza
THIS WORK WAS PREPARED BY ME OR UNDER MY SUPERVISION. CONSTRUCTION OF THIS PROJECT WILL BE UNDER MY OBSERVATION. LICENSE EXPIRATION DATE: 04/30/08

REVISION DATE	DESCRIPTION	MADE BY	APPROVED

Community and Engineering, Inc.
Engineering Design | Construction Management | Infrastructure Planning
1100 Alakea Street, Sixth Floor Honolulu, Hawaii

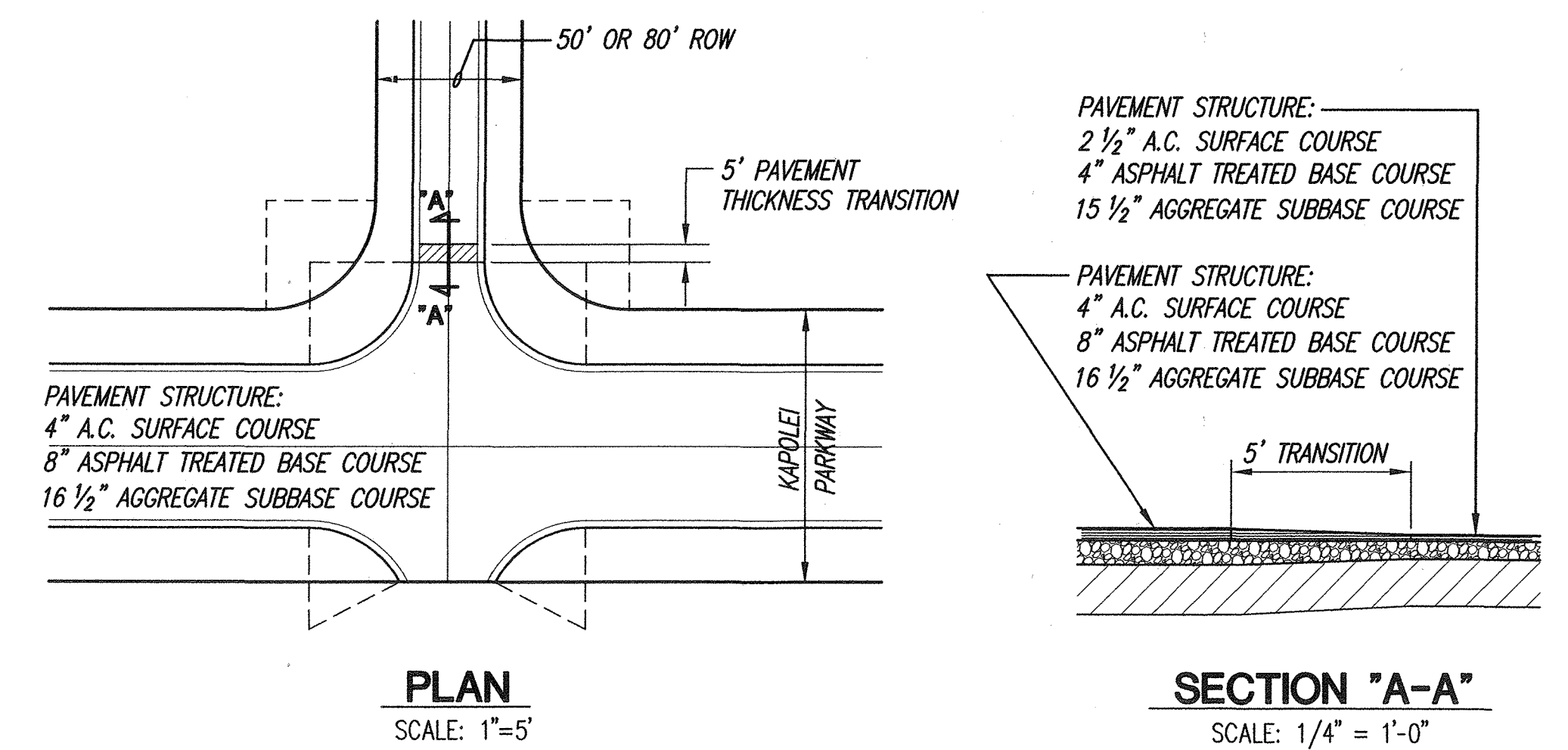
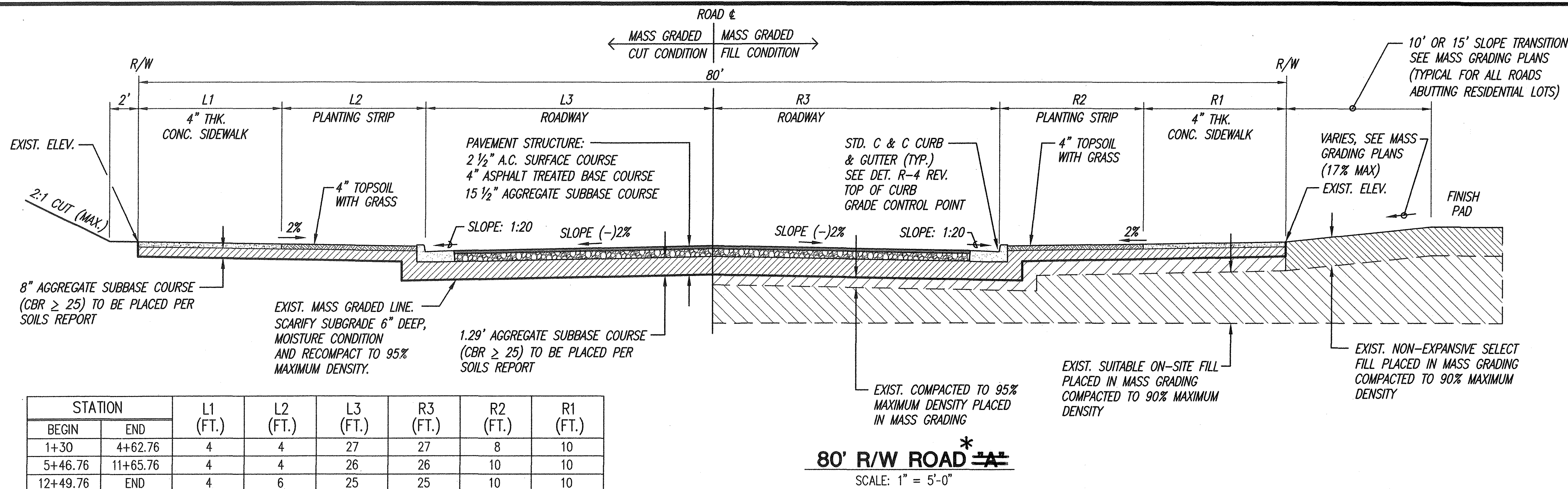
EAST KAPOLEI I DEVELOPMENT
(DPP SUBD. FILE NO. 2005/SUB-317)
HONOLULU, EWA, OAHU, HAWAII
OWNER & DEVELOPER: DEPARTMENT OF HAWAIIAN HOME LANDS
TAX MAP KEY: 9-1-16: 108

GENERAL NOTES - 2

DRAWN BY: SE ENGINEER: SS CHECKED BY: OSK

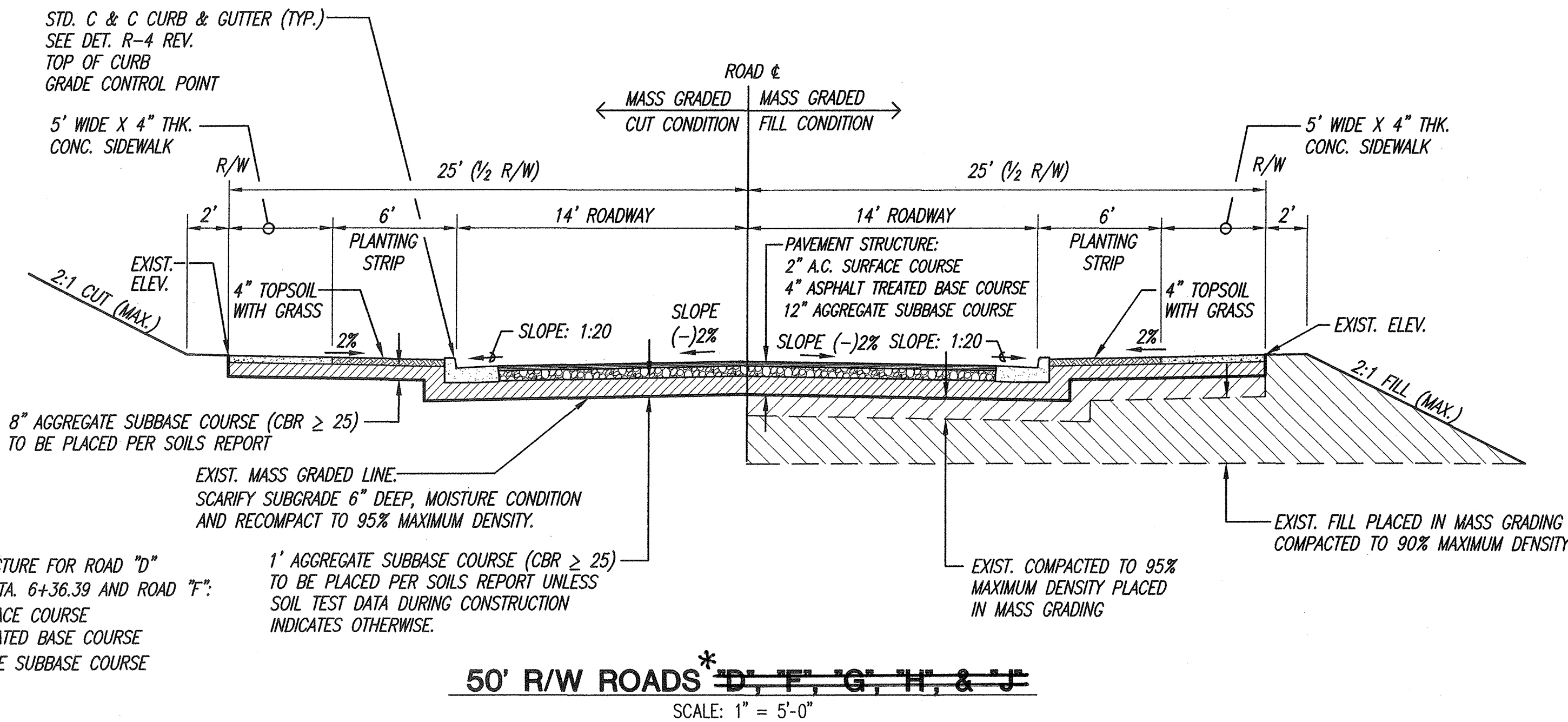
Robert O'Brien 12/04/07
CHIEF, CAPITAL PROJECTS DIVISION, B.W.S. DATE

FILE	FOCKET	FOLDER	NO.

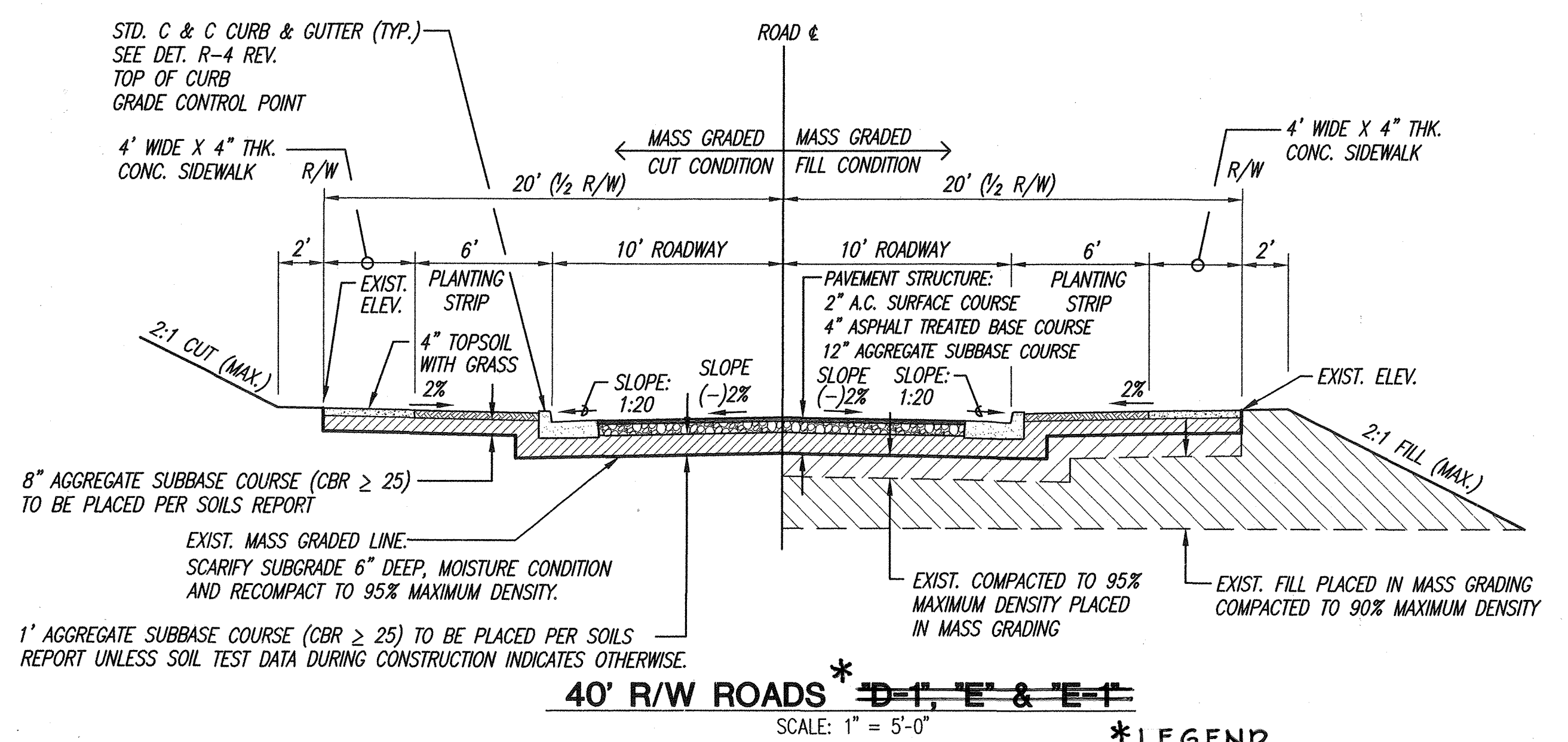


PAVEMENT THICKNESS TRANSITION
4" TO 2-1/2"
SCALE: AS NOTED

SECTION "A-A"
SCALE: 1/4" = 1'-0"

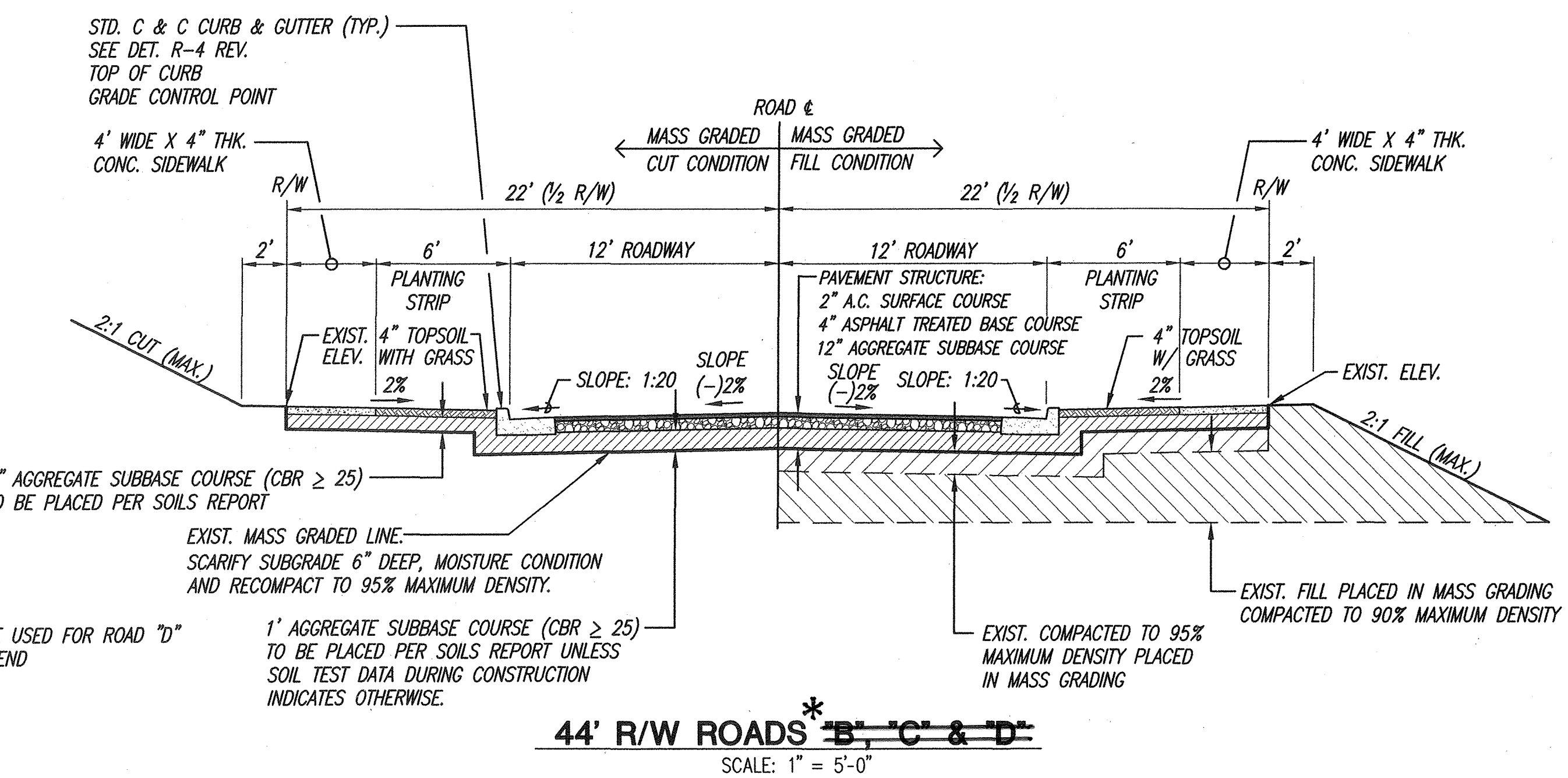


50' R/W ROADS *D, F, G, H, & J*
SCALE: 1" = 5'-0"

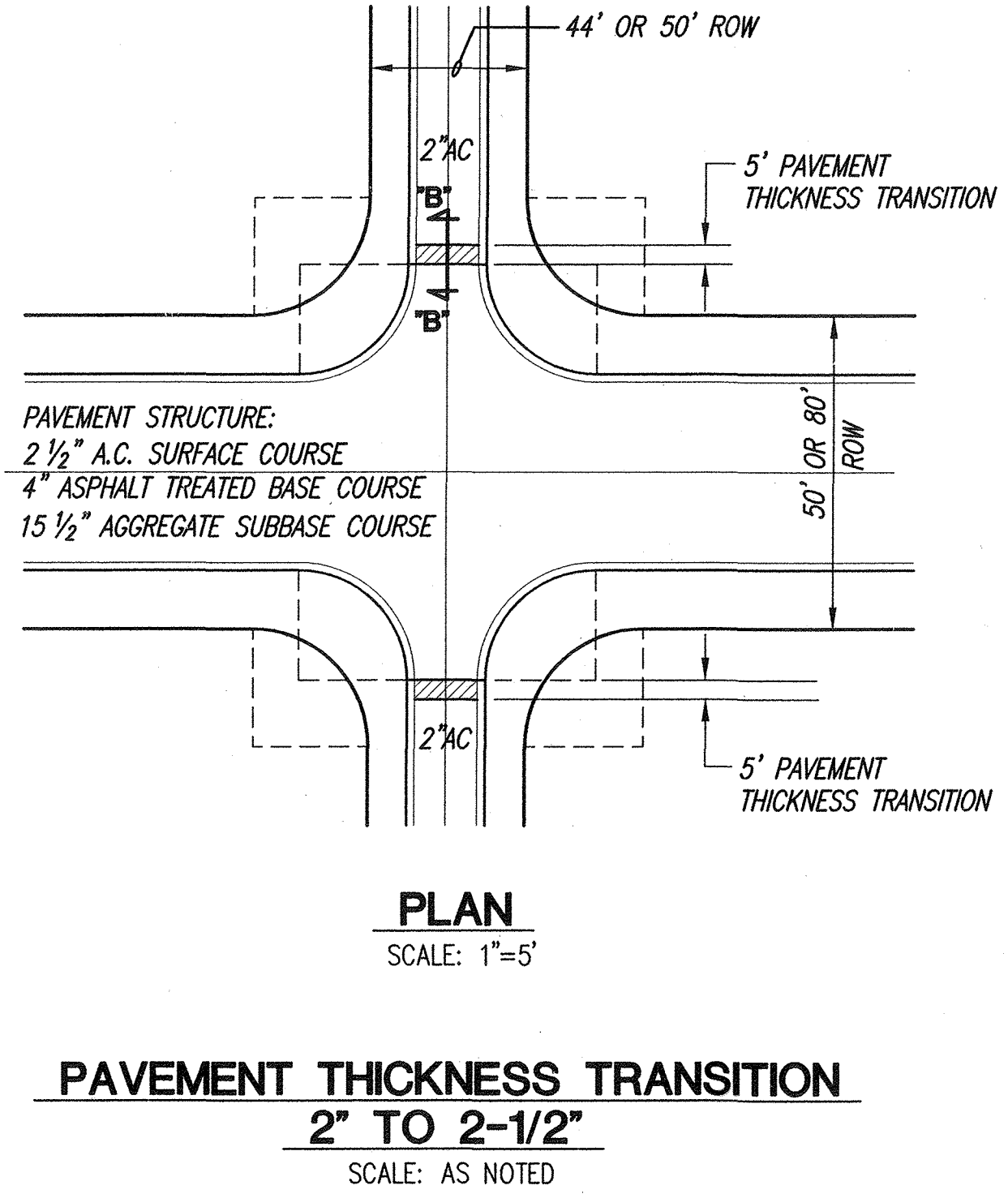


40' R/W ROADS *D-1, E & E-1*
SCALE: 1" = 5'-0"

- * LEGEND**
- ROAD "A" = KINOIKI ST.
 - ROAD "B" = KAHALEPOULI ST.
 - ROAD "C" = KEALI'IAHONU ST.
 - ROAD "D" = KEKAHILI ST.
 - ROAD "D-1" = KEKAHILI PL.
 - ROAD "E" = KA'APUWAI ST.
 - ROAD "E-1" = KA'APUWAI PL.
 - ROAD "F" = KAMOKUIKI ST.
 - ROAD "G" = KAMAKAHELEI ST.
 - ROAD "H" = KUMA'AIKU ST.
 - ROAD "J" = KANEONEO ST.

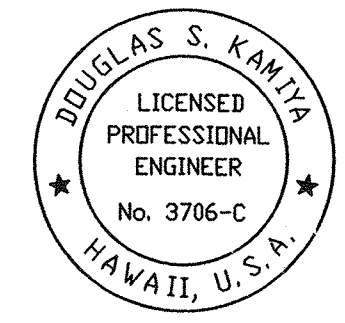


44' R/W ROADS *B, C & D*
SCALE: 1" = 5'-0"



PAVEMENT THICKNESS TRANSITION
2" TO 2-1/2"
SCALE: AS NOTED

SECTION "B-B"
SCALE: 1/4" = 1'-0"



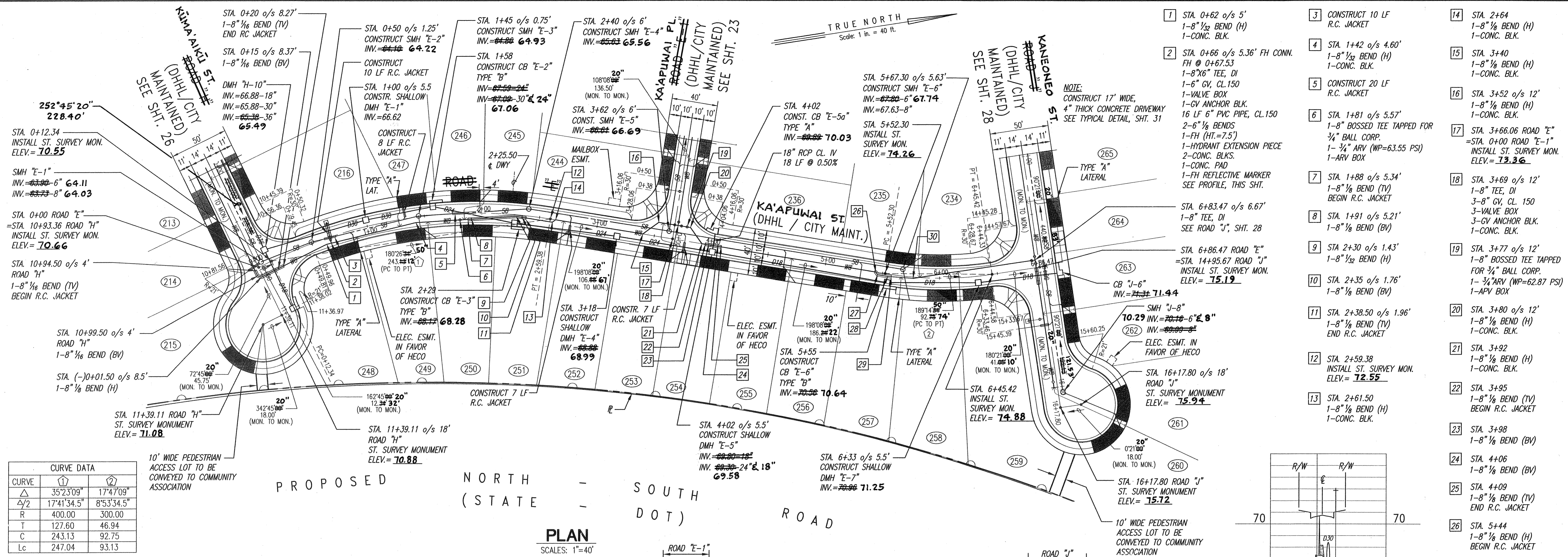
Community Planning and Engineering, Inc.
Engineering Design | Construction Management | Infrastructure Planning
1100 Alaheke Street, Sixth Floor Honolulu, Hawaii

EAST KAPOLEI I DEVELOPMENT
(DPP SUBD. FILE NO. 2005/SUB-317)
HONOLULU, EWA, OAHU, HAWAII
OWNER & DEVELOPER: DEPARTMENT OF HAWAIIAN HOME LANDS
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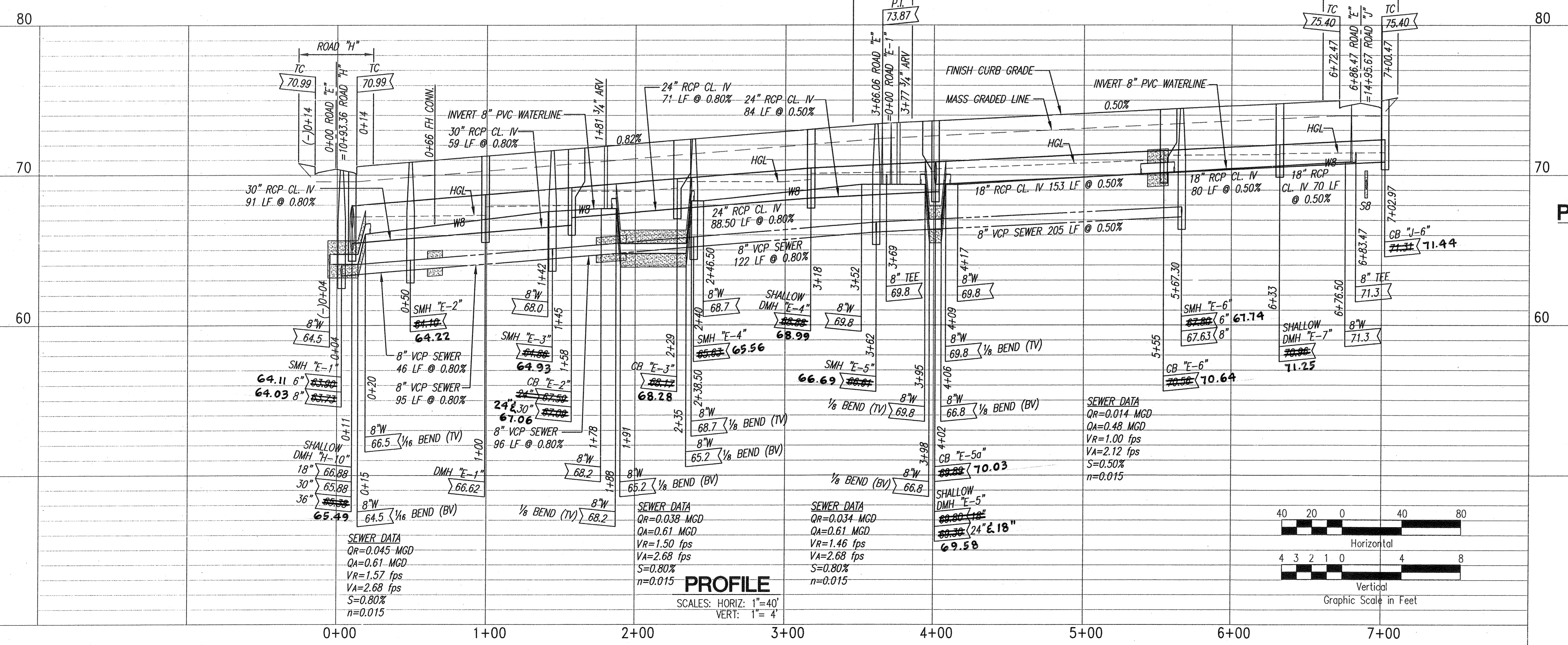
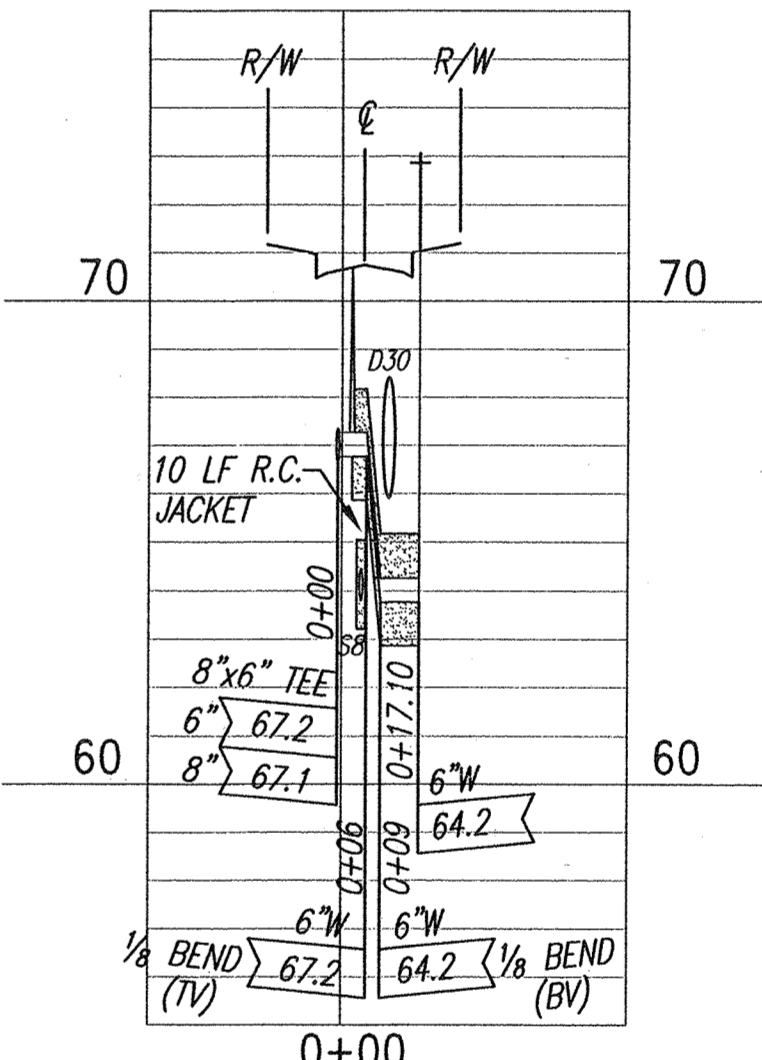
TYPICAL ROAD SECTIONS

REVISION DATE	DESCRIPTION	MADE BY	APPROVED

DRAWN BY: SWE ENGINEER: SS, LYT CHECKED BY: DSK
APPROVED: M. July 27/08
THIS WORK WAS PREPARED BY ME OR UNDER MY SUPERVISION CONSTRUCTION OF THIS PROJECT WILL BE UNDER MY SUPERVISION LICENSE EXPIRATION DATE: 04/30/08



- 1 STA. 0+62 o/s 5' 1-8" 1/2 BEND (H) 1-CONC. BLK.
- 2 STA. 0+66 o/s 5.36' FH CONN. FH @ 0+67.53 1-8"x6" TEE, DI 1-6" GV, CL.150 1-VALVE BOX 1-GV ANCHOR BLK. 16 LF 6" PVC PIPE, CL.150 2-6" 1/2 BENDS 1-FH (HT.=7.5') 1-HYDRANT EXTENSION PIECE 2-CONC. BLKS. 1-CONC. PAD 1-FH REFLECTIVE MARKER SEE PROFILE, THIS SHT.
- 3 CONSTRUCT 10 LF R.C. JACKET
- 4 STA. 1+42 o/s 4.60' 1-8" 1/2 BEND (H) 1-CONC. BLK.
- 5 CONSTRUCT 20 LF R.C. JACKET
- 6 STA. 1+81 o/s 5.57' 1-8" BOSSSED TEE TAPPED FOR 3/4" BALL CORP. 1-3/4" ARV (WP=63.55 PSI) 1-ARV BOX
- 7 STA. 1+88 o/s 5.34' 1-8" 1/2 BEND (TV) BEGIN R.C. JACKET
- 8 STA. 1+91 o/s 5.21' 1-8" 1/2 BEND (BV)
- 9 STA. 2+30 o/s 1.43' 1-8" 1/2 BEND (H)
- 10 STA. 2+35 o/s 1.76' 1-8" 1/2 BEND (BV)
- 11 STA. 2+38.50 o/s 1.96' 1-8" 1/2 BEND (TV) END R.C. JACKET
- 12 STA. 2+59.38 INSTALL ST. SURVEY MON. ELEV.= 72.55
- 13 STA. 2+61.50 1-8" 1/2 BEND (H) 1-CONC. BLK.
- 14 STA. 2+64 1-8" 1/2 BEND (H) 1-CONC. BLK.
- 15 STA. 3+40 1-8" 1/2 BEND (H) 1-CONC. BLK.
- 16 STA. 3+52 o/s 12' 1-8" 1/2 BEND (H) 1-CONC. BLK.
- 17 STA. 3+66.06 ROAD "E" =STA. 0+00 ROAD "E-1" INSTALL ST. SURVEY MON. ELEV.= 73.36
- 18 STA. 3+69 o/s 12' 1-8" 1/2 BEND, DI 3-8" GV, CL. 150 3-VALVE BOX 3-GV ANCHOR BLK. 1-CONC. BLK.
- 19 STA. 3+77 o/s 12' 1-8" BOSSSED TEE TAPPED FOR 3/4" BALL CORP. 1-3/4" ARV (WP=62.87 PSI) 1-APV BOX
- 20 STA. 3+80 o/s 12' 1-8" 1/2 BEND (H) 1-CONC. BLK.
- 21 STA. 3+92 1-8" 1/2 BEND (H) 1-CONC. BLK.
- 22 STA. 3+95 1-8" 1/2 BEND (TV) BEGIN R.C. JACKET
- 23 STA. 3+98 1-8" 1/2 BEND (BV)
- 24 STA. 4+06 1-8" 1/2 BEND (BV)
- 25 STA. 4+09 1-8" 1/2 BEND (TV) END R.C. JACKET
- 26 STA. 5+44 1-8" 1/2 BEND (H) BEGIN R.C. JACKET
- 27 STA. 5+46 o/s 2' 1-8" 1/2 BEND (H)
- 28 STA. 5+55 o/s 2.01' DEFLECT 8" WATERLINE 1-8" PVC COUPLING (H)
- 29 STA. 5+58 o/s 1.80' END R.C. JACKET
- 30 STA. 5+77 o/s 1.13' 1-8" 1/2 BEND (H) 1-CONC. BLK.



PLAN AND PROFILE
KA'APUWAI ROAD "E" ST.
STA. 0+00 TO END

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 1100 Alaska Street, Sixth Floor Honolulu, Hawaii

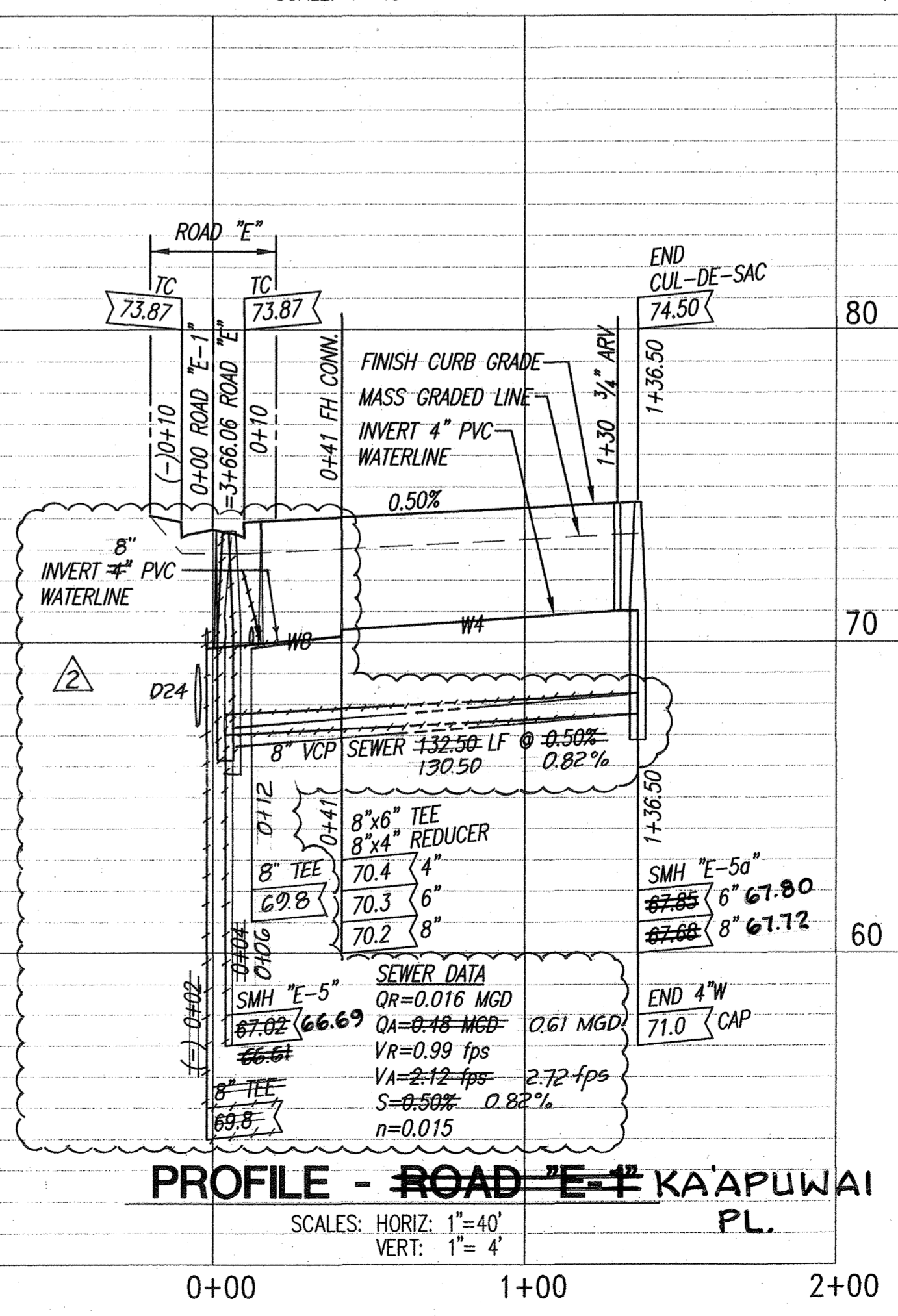
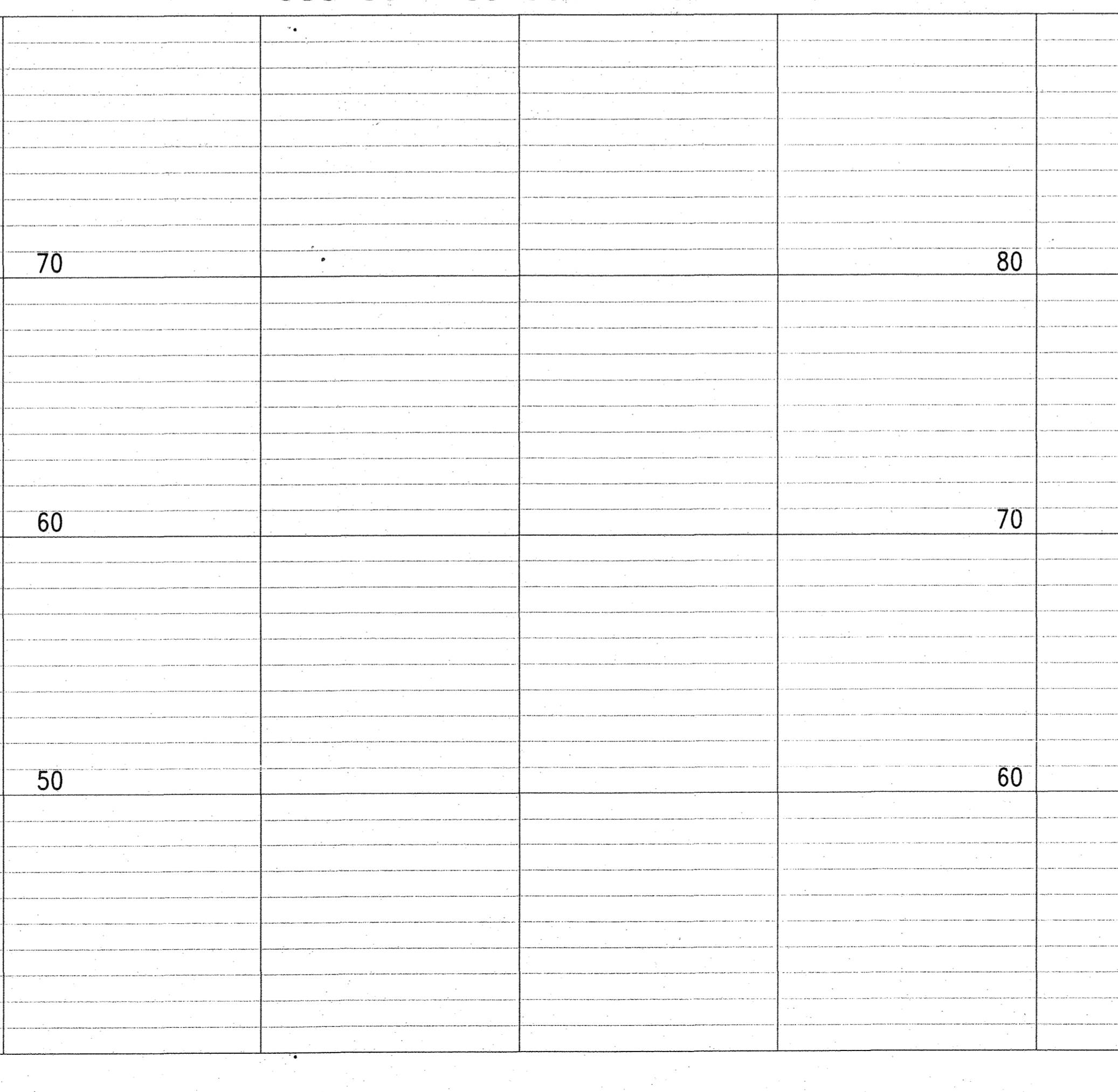
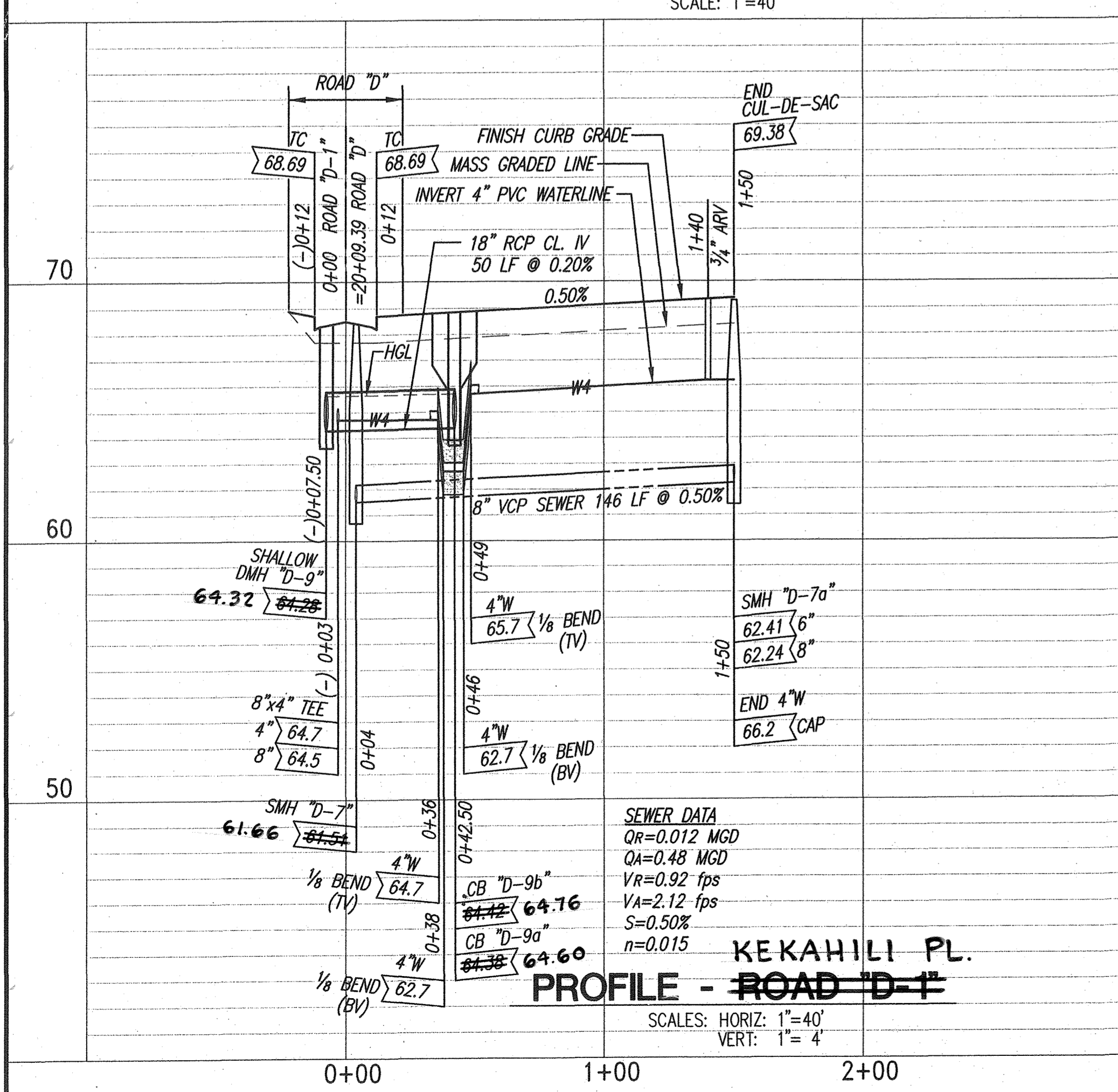
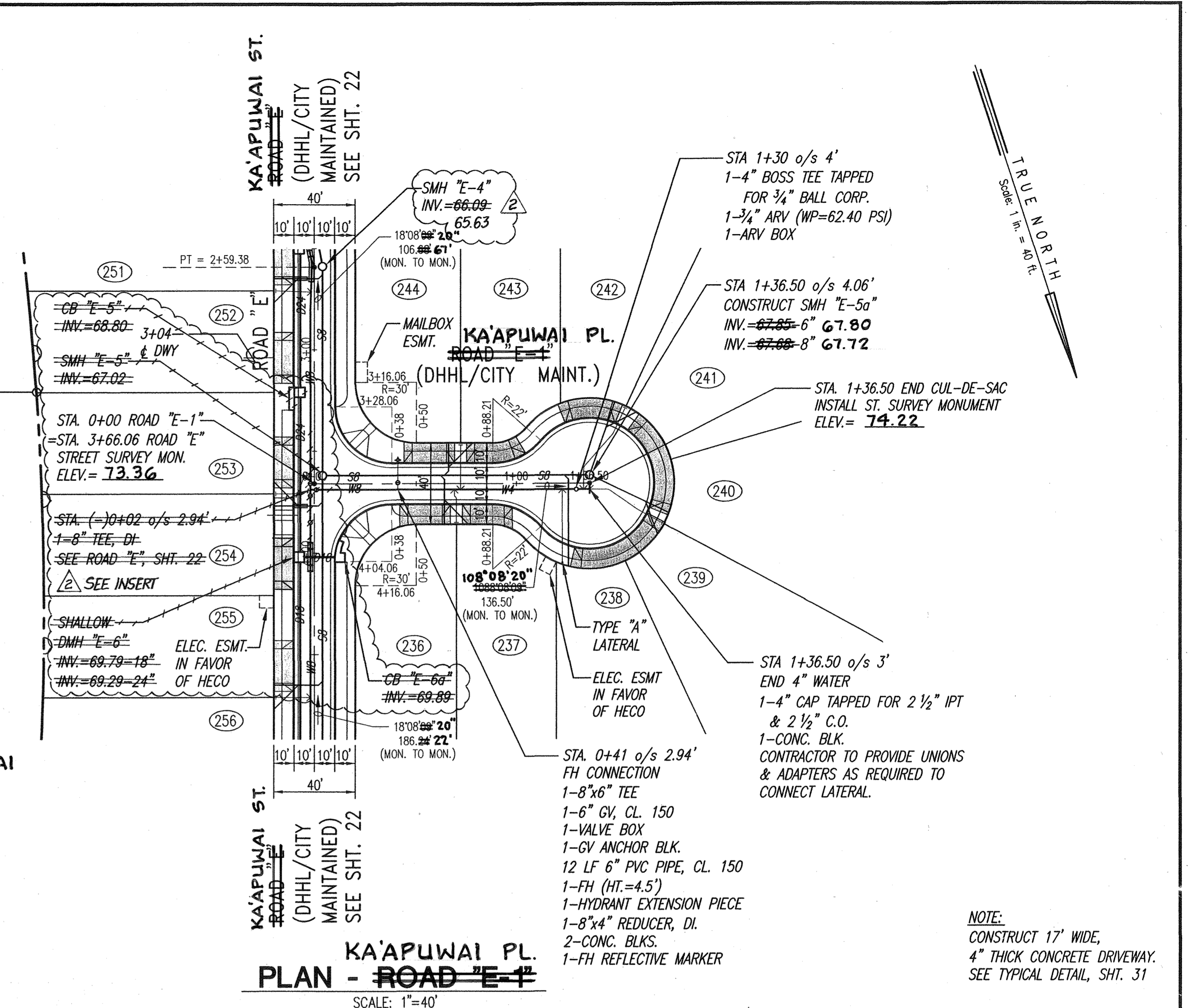
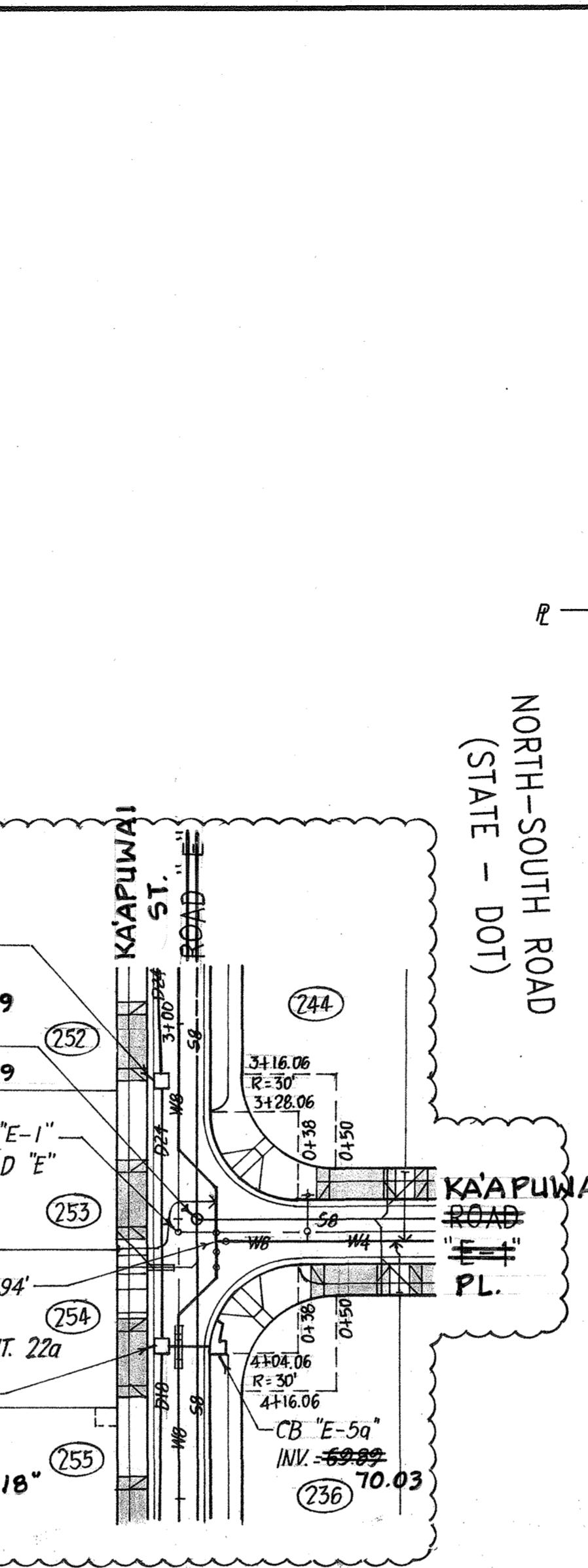
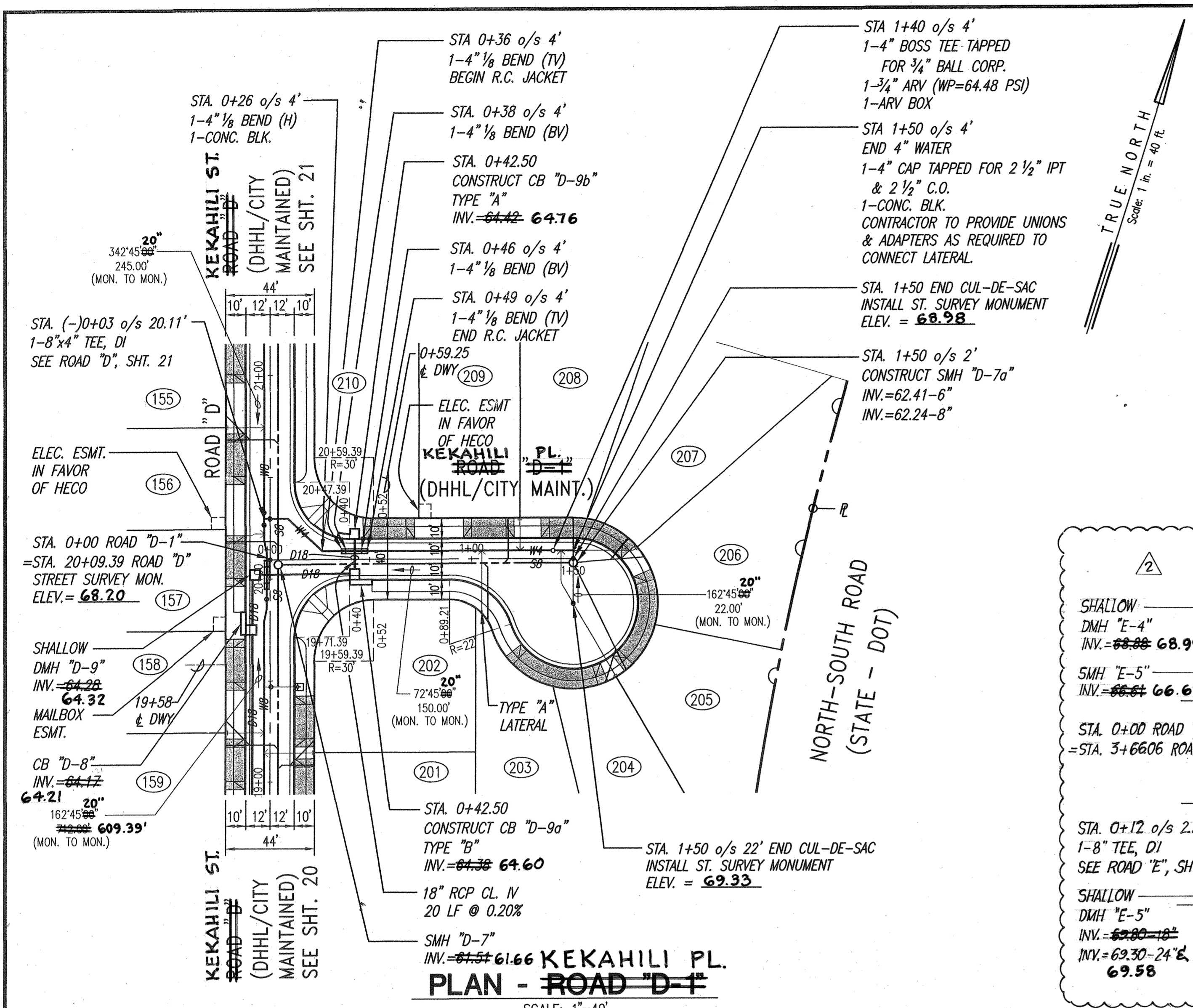
EAST KAPOLEI I DEVELOPMENT
 (DPP SUBD. FILE NO. 2005/SUB-317)
 HONOULULU, EWA, OAHU, HAWAII

OWNER & DEVELOPER: DEPARTMENT OF HAWAIIAN HOME LANDS
 TAX MAP KEY: 9-1-16: 108

DIAGLAS S. KAHIA
 LICENSED PROFESSIONAL ENGINEER
 No. 3706-C
 HAWAII, U.S.A.

DRAWN BY: LT ENGINEER: SS, LYT CHECKED BY: DSK
 APPROVED: [Signatures]

DATE: 10/15/09



40 20 0 40 80
Horizontal
4 3 2 1 0 4 8
Vertical
Graphic Scale in Feet

DOUGLAS S. KANIYA
LICENSED PROFESSIONAL ENGINEER
No. 3706-C
HAWAII, U.S.A.

THIS WORK WAS PREPARED BY ME OR UNDER MY SUPERVISION. CONSTRUCTION OF THIS PROJECT WILL BE UNDER MY OBSERVATION. LICENSE EXPIRATION DATE: 04/30/2010

REVISION DATE	DESCRIPTION	MADE BY	APPROVED
08-28-09	REVISED ROAD "E-1" PLAN AND PROFILE	CPE	
	UPDATED STAMP		

Community Planning and Engineering, Inc.
 Engineering Design | Construction Management | Infrastructure Planning
 1100 Alaheka Street, Sixth Floor Honolulu, Hawaii

EAST KAPOLEI DEVELOPMENT
 (DPP SUBD. FILE NO. 2005/SUB-)
 HONOLULU, EWA, OAHU, HAWAII

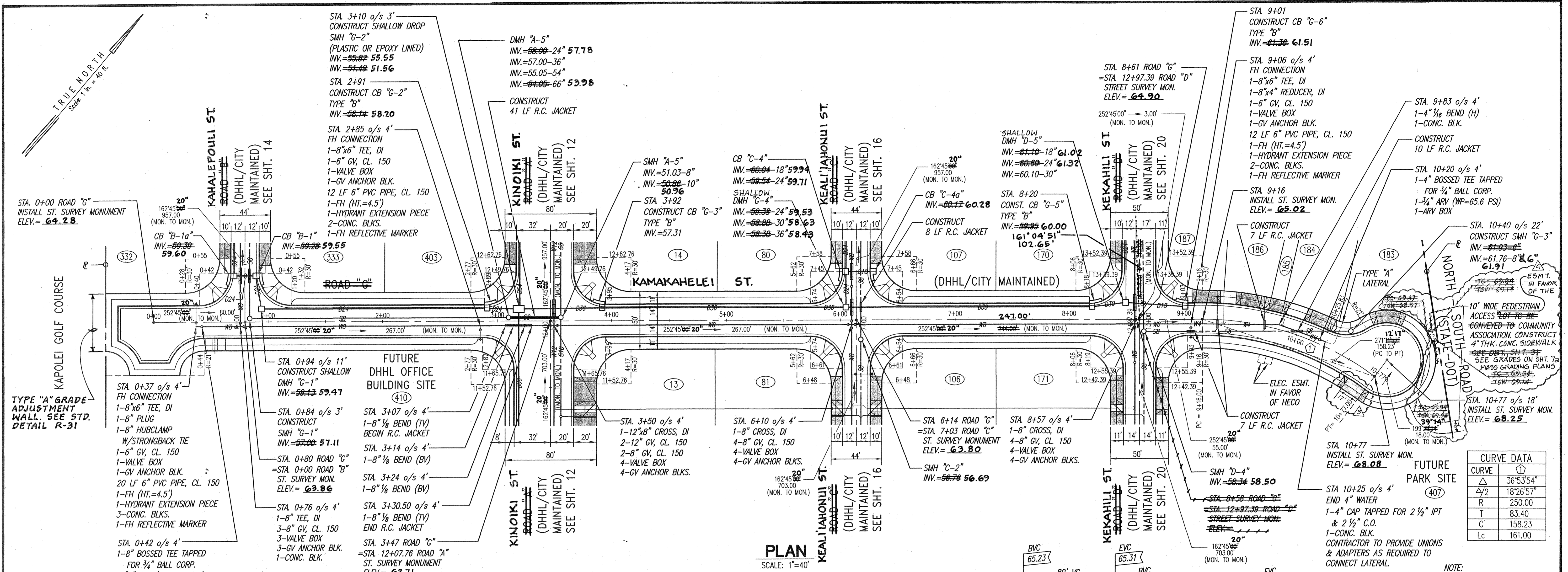
OWNER & DEVELOPER: CENTEX
 TAX MAP KEY: 9-1-16: 108

PLAN AND PROFILE
KEKAHILI ROADS D-1 AND E-1 KA'APUWAI PL.
 STA. 0+00 TO END PL.

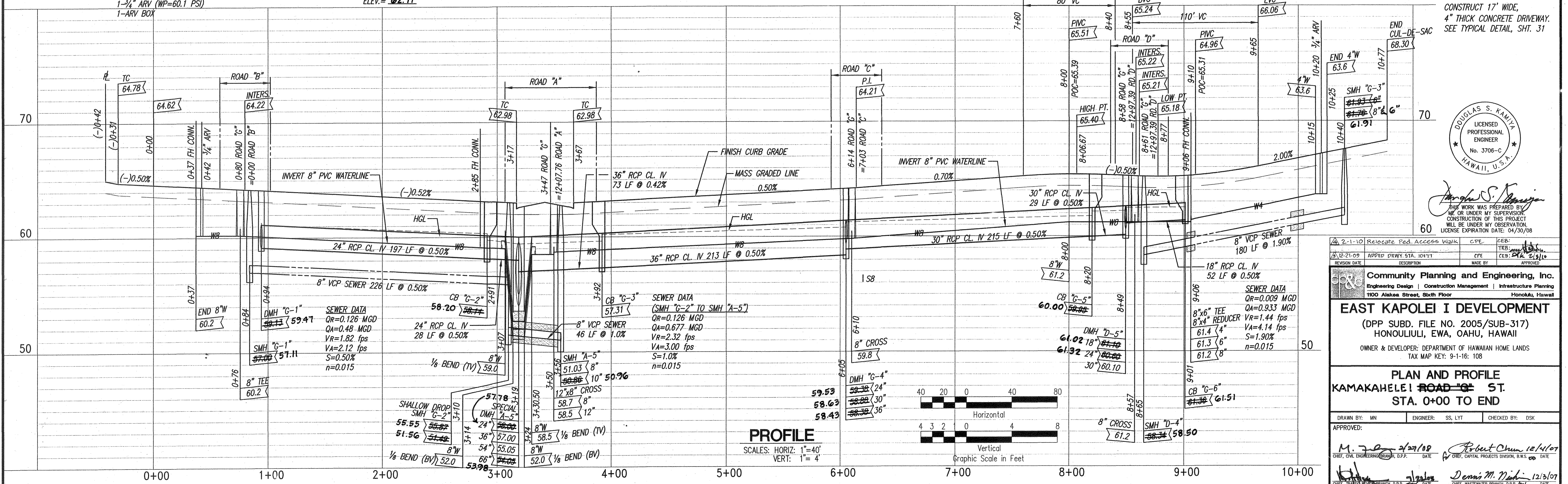
DRAWN BY: MN ENGINEER: SS, LYT CHECKED BY: DSK
 APPROVED:

M. J. [Signature] 12/1/08 Robert Chun 12/1/08
 CHIEF, CIVIL ENGINEER BRANCH, D.P.P. DATE CHIEF, CAPITAL PROJECTS DIVISION, B.K.S. DATE

H. [Signature] 12/3/07 Dennis M. [Signature] 12/3/07
 CHIEF, TRAFFIC & TRANSPORTATION BRANCH, D.P.P. DATE CHIEF, WASTEWATER BRANCH, D.P.P. DATE



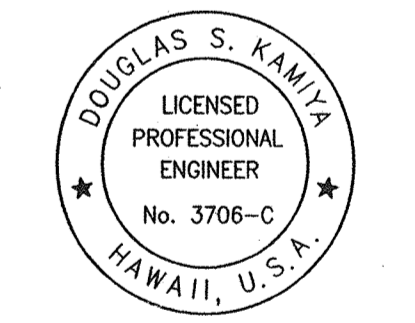
PLAN
SCALE: 1"=40'



PROFILE
SCALES: HORIZ: 1"=40'
VERT: 1"=4'

CURVE DATA	
Curve	17
Δ	36°53'54"
Δ/2	18°26'57"
R	250.00
T	83.40
C	158.23
Lc	161.00

NOTE:
CONSTRUCT 17" WIDE,
4" THICK CONCRETE DRIVEWAY.
SEE TYPICAL DETAIL, SHT. 31



Douglas S. Kanika
THIS WORK WAS PREPARED BY ME OR UNDER MY SUPERVISION. CONSTRUCTION OF THIS PROJECT WILL BE UNDER MY OBSERVATION. LICENSE EXPIRATION DATE: 04/30/08

2-1-10	Relocate Ped. Access Walk	CPE	CEB
2-21-09	ADDED DRIVE STA. 10+11	TRB	CEB
REVISION DATE	DESCRIPTION	CPE	CEB
		MADE BY	APPROVED

Community Planning and Engineering, Inc.
Engineering Design | Construction Management | Infrastructure Planning
1100 Aleksee Street, Sixth Floor
Honolulu, Hawaii

EAST KAPOLEI I DEVELOPMENT
(DPP SUBD. FILE NO. 2005/SUB-317)
HONOLULU, EWA, OAHU, HAWAII

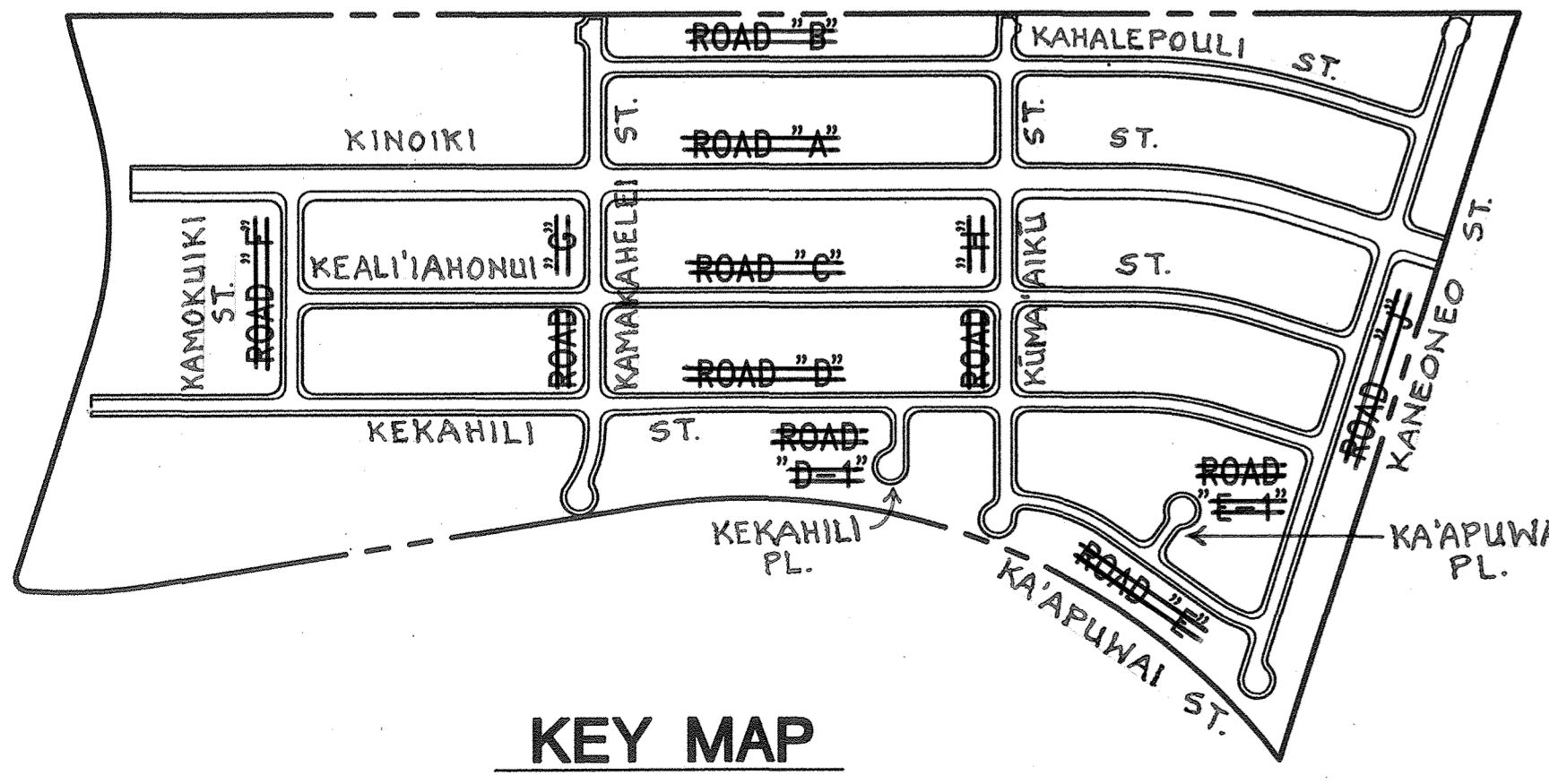
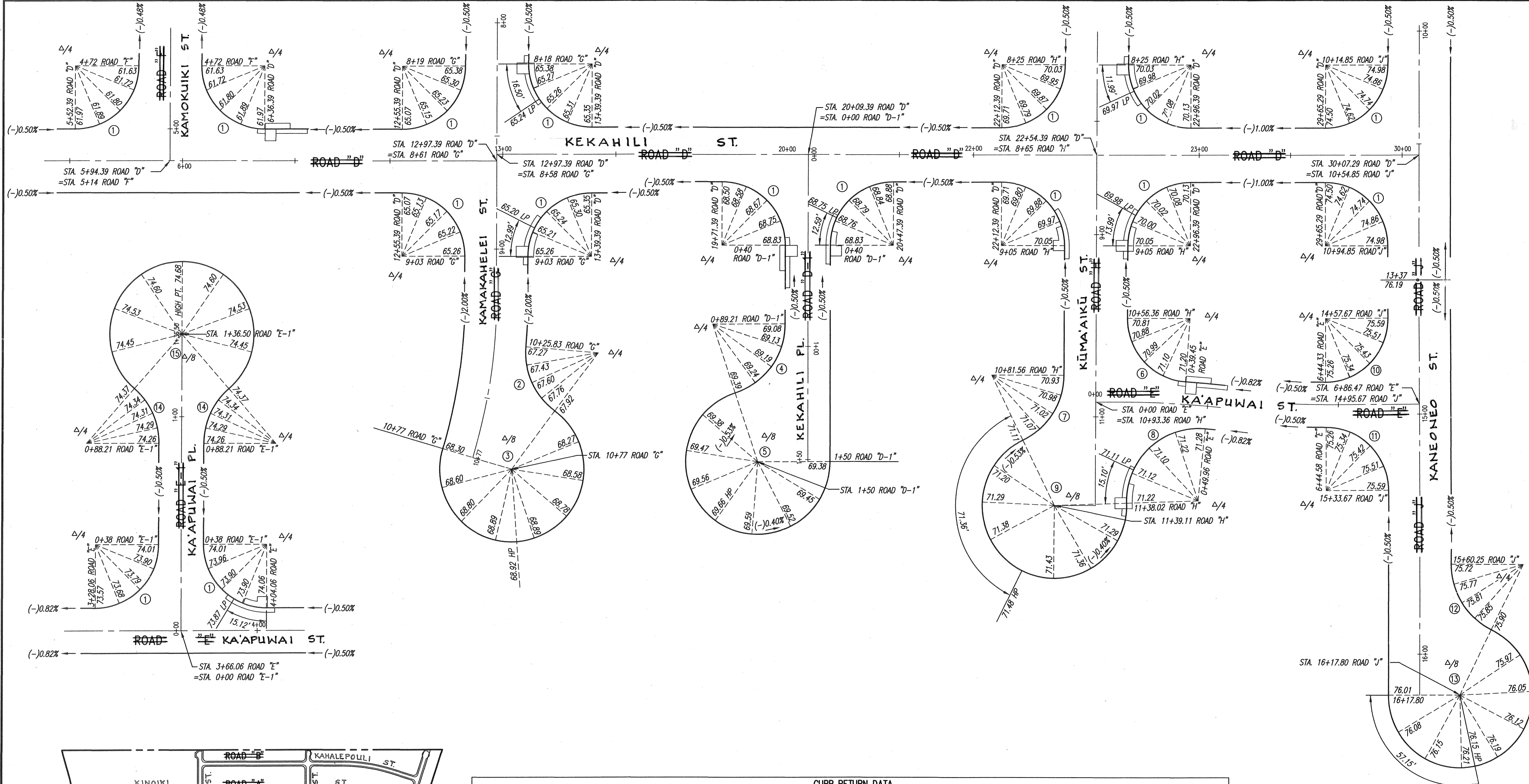
OWNER & DEVELOPER: DEPARTMENT OF HAWAIIAN HOME LANDS
TAX MAP KEY: 9-1-16: 108

**PLAN AND PROFILE
KAMAKAHELEI ROAD "G" ST.
STA. 0+00 TO END**

DRAWN BY: MN ENGINEER: SS, LYT CHECKED BY: DSK
APPROVED:

M. J. [Signature] 2/27/08 *Robert Chun* 10/11/07
CHIEF, CIVIL ENGINEERING BRANCH, D.P.P. DATE CHIEF, CAPITAL PROJECTS DIVISION, B.H.S. DATE

[Signature] *Dennis M. [Signature]* 12/13/07
CHIEF, TRAFFIC ENGINEERING BRANCH, D.P.P. DATE CHIEF, WASTEWATER BRANCH, D.P.P. DATE



CURVE	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	CURVE
Δ	90°00'00"	58°20'15"	250°03'54.5"	71°47'24"	251°47'24"	86°07'01"	64°03'20"	97°19'41"	245°59'38"	90°12'31"	89°50'18"	64°03'20"	244°03'20"	48°59'08"	277°58'16"	Δ
Δ/2	45°00'00"	29°10'07.50"	125°01'57.25"	35°53'42"	125°53'42"	43°03'30.50"	32°01'40"	48°38'50.50"	122°59'49"	45°06'15.5"	44°55'08"	32°01'40"	122°01'40"	24°29'34"	138°59'08"	Δ/2
R	28.00'	32.00'	32.00'	32.00'	32.00'	28.00'	32.00'	32.00'	32.00'	28.00'	28.00'	32.00'	32.00'	32.00'	32.00'	R
T	28.00'	17.86'	45.65'	23.16'	44.21'	26.16'	20.02'	36.38'	49.28'	28.10'	27.92'	20.02'	51.16'	14.58'	27.83'	T
C	39.60'	31.19'	52.40'	37.52'	51.85'	38.23'	33.94'	48.05'	53.68'	39.67'	39.54'	33.94'	54.26'	26.53'	42.00'	C
L	43.98'	32.58'	139.66'	40.10'	140.63'	42.09'	35.78'	54.36'	137.39'	44.08'	43.90'	35.78'	136.31'	27.36'	155.25'	L

REVISION DATE DESCRIPTION MADE BY APPROVED

Community Planning and Engineering, Inc.
 Engineering Design | Construction Management | Infrastructure Planning
 1100 Alakea Street, Sixth Floor Honolulu, Hawaii

EAST KAPOLEI I DEVELOPMENT
 (DPP SUBD. FILE NO. 2005/SUB-317)
 HONOLULULI, EWA, OAHU, HAWAII
 OWNER & DEVELOPER: DEPARTMENT OF HAWAIIAN HOME LANDS
 TAX MAP KEY: 9-1-16: 108

CURB RETURNS

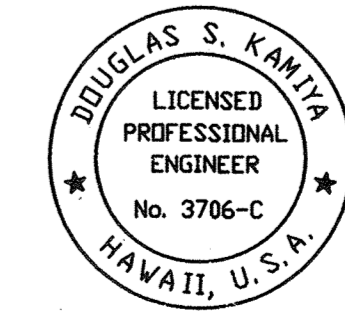
DRAWN BY: LH ENGINEER: VF CHECKED BY: DSK

APPROVED: *M. J. [Signature]* DATE: 2/27/08
 CHIEF, CIVIL ENGINEERING @ HAWAII, D.P.P.

[Signature] DATE: []
 CHIEF, MAPS & RESURVEYING @ HAWAII, D.P.P.

THIS WORK WAS PREPARED BY ME OR UNDER MY SUPERVISION. CONSTRUCTION OF THIS PROJECT WILL BE UNDER MY OBSERVATION. LICENSE EXPIRATION DATE: 04/30/08

NOT TO SCALE

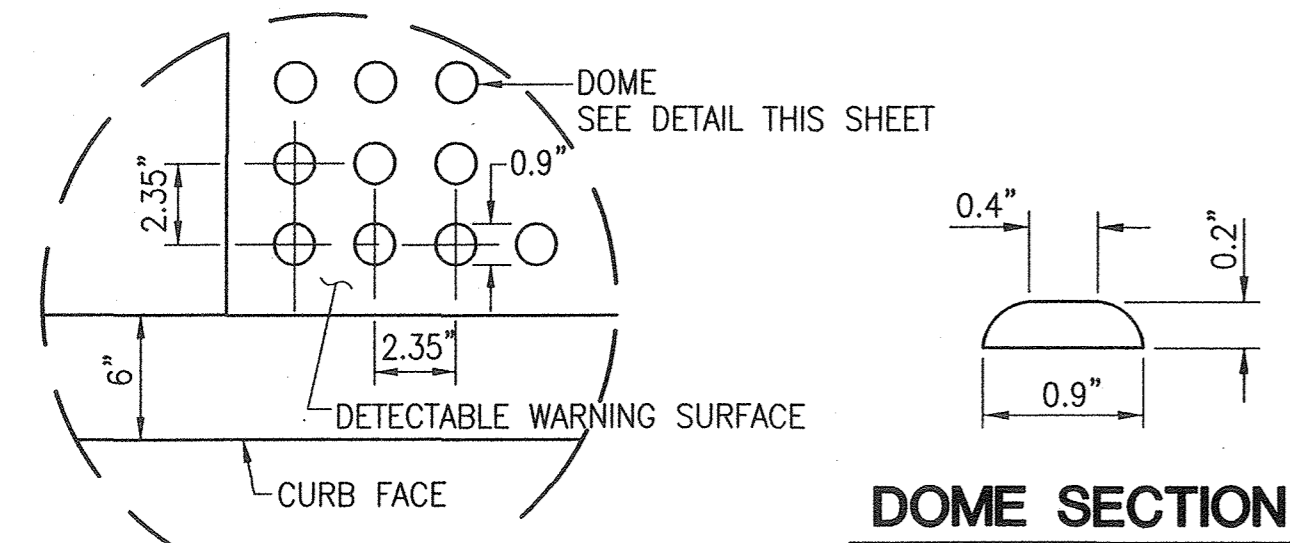


DETECTABLE WARNING NOTES:

1. DETECTABLE WARNINGS SHALL BE 24 INCHES IN THE DIRECTION OF TRAVEL AND EXTEND THE FULL WIDTH OF THE CURB RAMP OR FLUSH SURFACE (DOES NOT INCLUDE FLARES).
2. TRUNCATED DOMES SHALL HAVE A DIAMETER OF 0.9 INCH AT THE BOTTOM, A DIAMETER OF 0.4 INCH AT THE TOP, A HEIGHT OF 0.2 INCH AT THE BOTTOM, A DIAMETER OF 2.35 INCHES MEASURED ALONG ONE SIDE OF A SQUARE ARRANGEMENT.
3. DOMES SHALL BE ALIGNED ON A SQUARE GRID IN THE PREDOMINANT DIRECTION OF TRAVEL TO PERMIT WHEELS TO ROLL BETWEEN THE DOMES.
4. THERE SHALL BE A MINIMUM OF 70 PERCENT CONTRAST IN LIGHT REFLECTANCE BETWEEN THE DETECTABLE WARNING AND AN ADJOINING SURFACE, OR THE DETECTABLE WARNING SHALL BE "SAFETY YELLOW".
5. THE MATERIAL USED TO PROVIDE VISUAL CONTRAST SHALL BE AN INTEGRAL PART OF THE DETECTABLE WARNING SURFACE.
6. THE DETECTABLE WARNING SHALL BE LOCATED SO THAT THE EDGE NEAREST THE CURB LINE OR OTHER POTENTIAL HAZARD IS 6 TO 8 INCHES FROM THE CURB LINE OR OTHER POTENTIAL HAZARD, SUCH AS A REFLECTING POOL EDGE OR THE EDGE OF A TRANSIT PLATFORM.
7. THE DETECTABLE WARNING SHALL BE PREFORMED, THERMOPLASTIC MATERIAL CONFORMING TO FLINT TRADING CO.'S, TOPMARK DETECTABLE WARNING OR EQUAL AND INSTALLED PER MANUFACTURER'S INSTRUCTIONS.

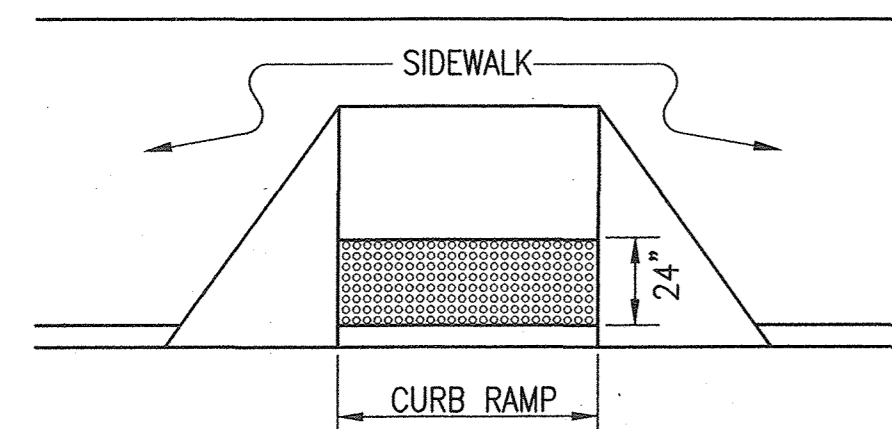
CURB RAMP GENERAL NOTES

1. THE CONSTRUCTION TOLERANCES FOR ADA CURB RAMP SLOPES PROVIDED IN THE SP SECTION FOR CURB RAMPS, WILL BE APPLIED, AS APPLICABLE, TO THE SLOPES REFLECTED ON THE PROJECT'S CURB RAMP DETAILS.
2. FOR CURB RAMPS AT CURB RETURNS, INSTALL EXPANSION JOINTS PER STANDARD DETAIL R-27, FULL WIDTH SIDEWALK AT CURB RETURN. EXPANSION JOINTS WILL NOT BE MEASURED SEPARATELY FOR PAYMENT. EXPANSION JOINTS SHALL BE CONSIDERED INCIDENTAL TO THE CURB RAMP CONTRACT ITEMS.
3. WHEN DIRECTED BY THE ENGINEER, SIDEWALK TRANSITION AREA SHALL BE EXTENDED BEYOND SHOWN PLAN LIMITS TO MATCH THE NEAREST SCORELINE.

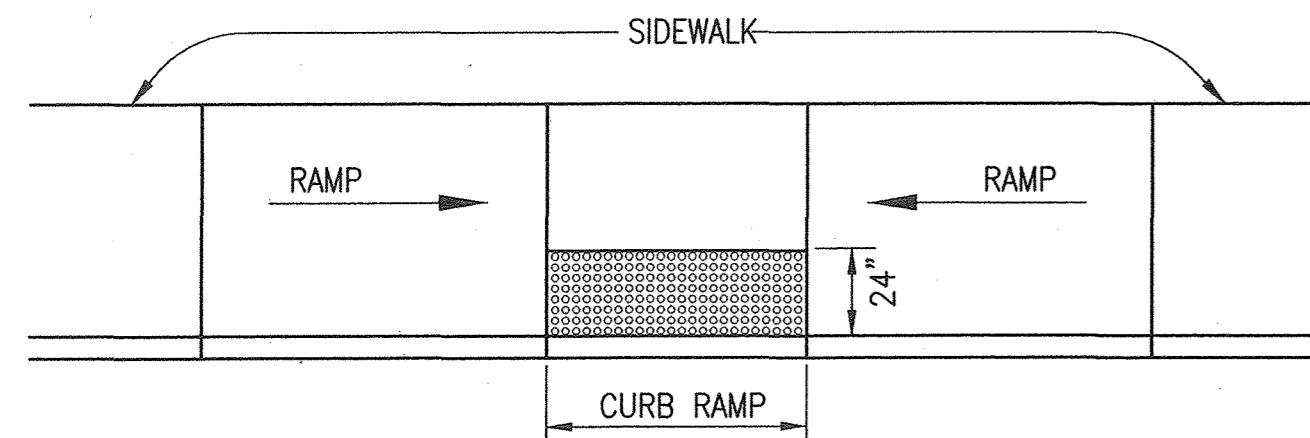


**ENLARGEMENT
DETECTABLE WARNING DETAIL**

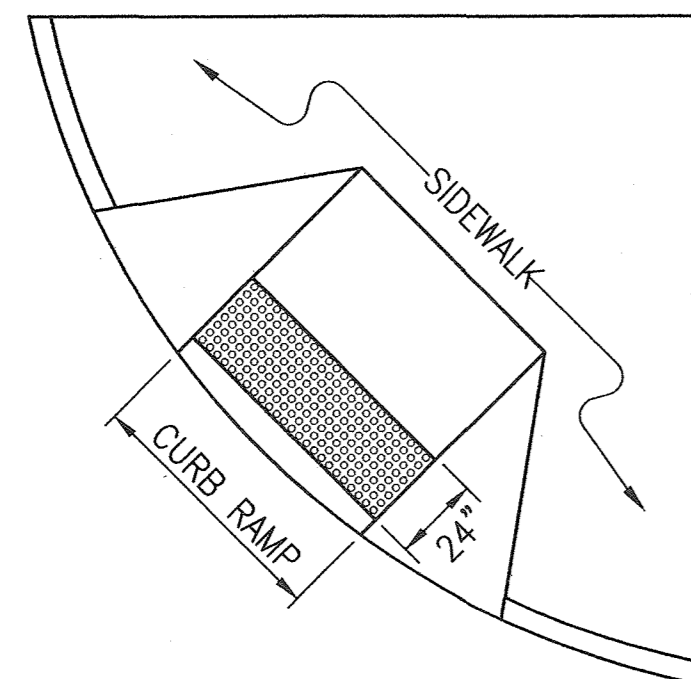
NOT TO SCALE



DETECTABLE WARNING AT CURB RAMP



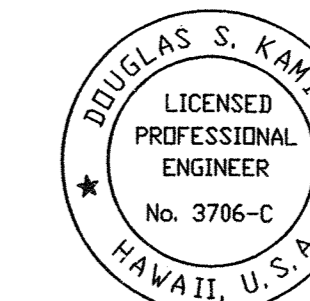
TRANSITION RAMP WITH DETECTABLE WARNING



SHARED CURB RAMP WITH DETECTABLE WARNING

TYPICAL INSTALLATION OF DETECTABLE WARNINGS

NOT TO SCALE



THIS WORK WAS PREPARED BY
ME OR UNDER MY SUPERVISION
CONSTRUCTION OF THIS PROJECT
WILL BE UNDER MY OBSERVATION
LICENSE EXPIRATION DATE: 04/30/08

REVISION DATE	DESCRIPTION	MADE BY	APPROVED

Community Planning and Engineering, Inc.
 Engineering Design | Construction Management | Infrastructure Planning
 1100 Alaiea Street, Sixth Floor Honolulu, Hawaii

EAST KAPOLEI I DEVELOPMENT
 (DPP SUBD. FILE NO. 2005/SUB-317)
 HONOLULU, EWA, OAHU, HAWAII

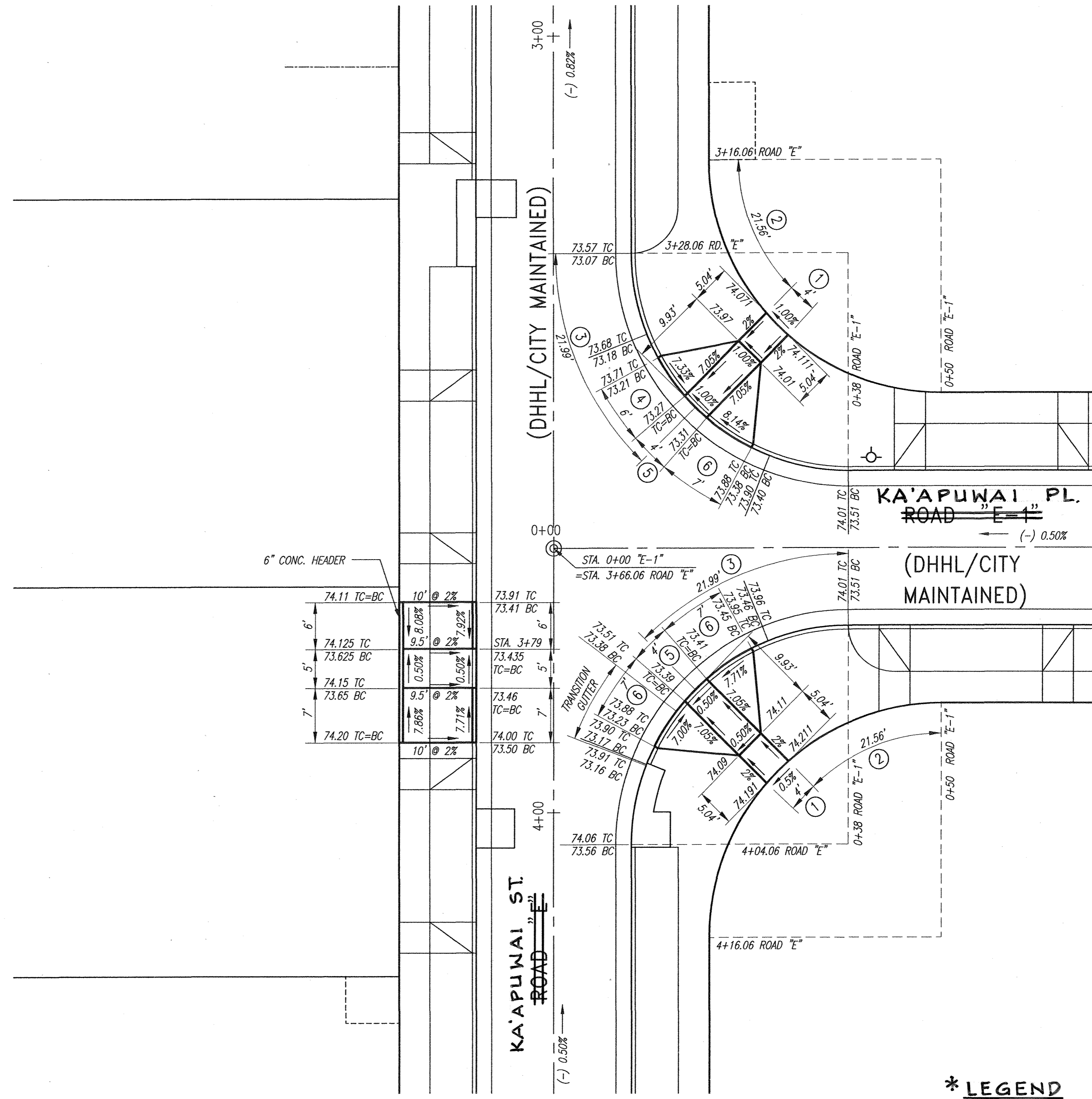
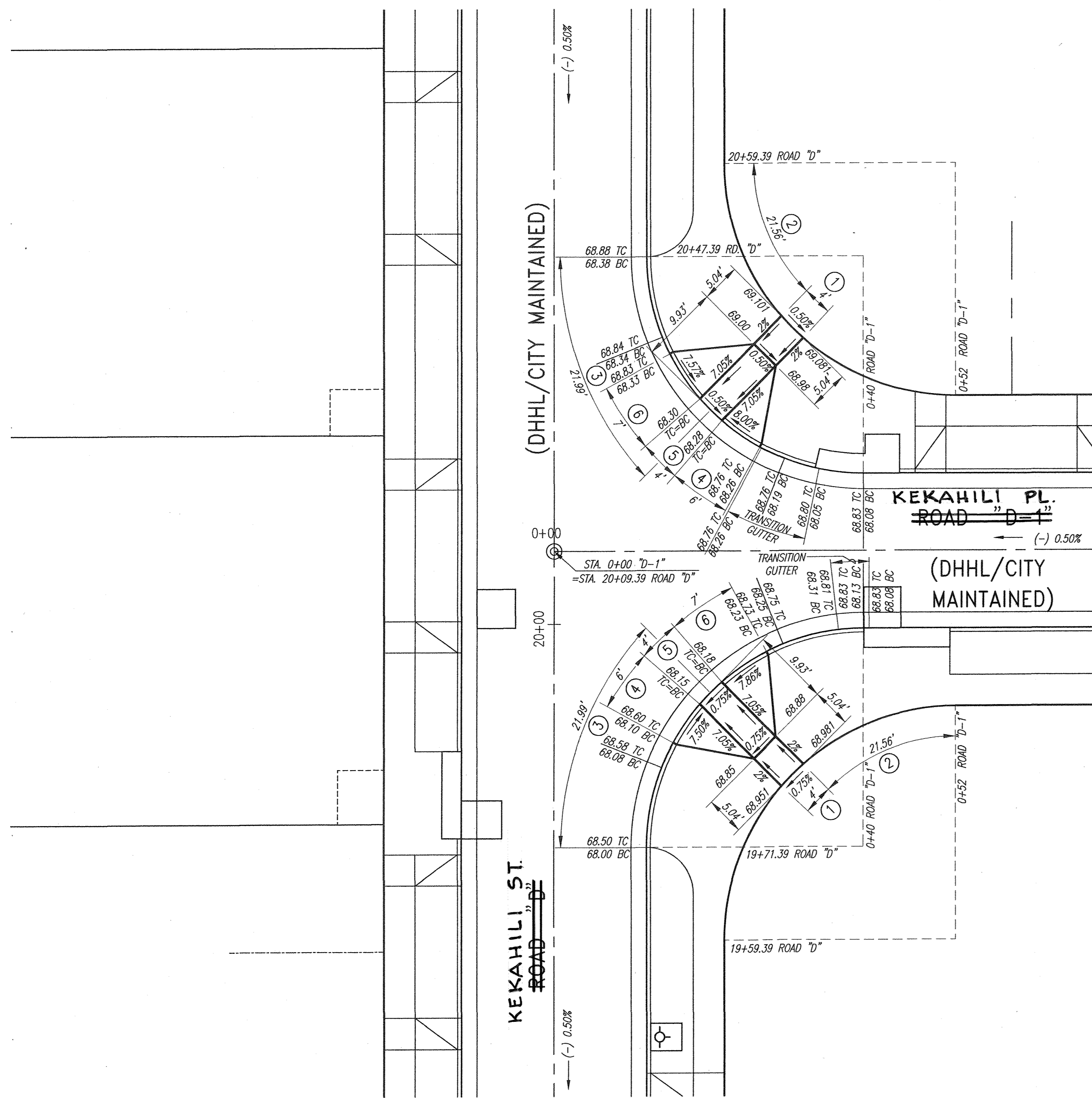
OWNER & DEVELOPER: DEPARTMENT OF HAWAIIAN HOME LANDS
 TAX MAP KEY: 9-1-16: 108

CURB RAMP TYPICAL DETAILS

DRAWN BY: SE	ENGINEER: SS, LYT	CHECKED BY: DSK
--------------	-------------------	-----------------

APPROVED: _____

M. [Signature] 2/27/08
 CHIEF, CIVIL ENGINEERING BRANCH, DPP DATE



CURVE DATA							
CURVE	①	②	③	④	⑤	⑥	CURVE
Δ	07°38'19"	41°10'51"	45°00'00"	12°16'40"	08°11'06"	14°19'26"	Δ
Δ/2	03°49'09.5"	20°35'25.5"	22°30'00"	06°08'20"	04°05'33"	07°09'43"	Δ/2
R	30.00'	30.00'	28.00'	28.00'	28.00'	28.00'	R
T	2.00'	11.27'	11.60'	3.01'	2.00'	3.52'	T
C	4.00'	21.10'	21.43'	5.99'	4.00'	6.98'	C
Lc	4.00'	21.56'	21.99'	6.00'	4.00'	7.00'	Lc

*** LEGEND**
 ROAD "D-1" = KEKAHILI PL.
 ROAD "D" = KEKAHILI ST.
 ROAD "E-1" = KA'APUWAI PL.
 ROAD "E" = KA'APUWAI ST.

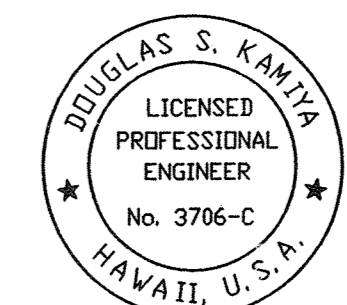
REVISION DATE: _____ DESCRIPTION: _____ MADE BY: _____ APPROVED: _____

Community Planning and Engineering, Inc.
 Engineering Design | Construction Management | Infrastructure Planning
 1100 Alaheka Street, Sixth Floor Honolulu, Hawaii

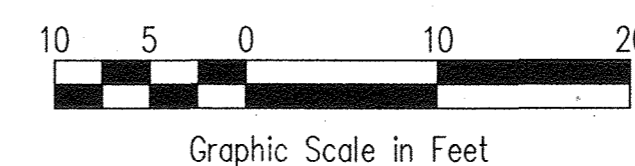
EAST KAPOLEI I DEVELOPMENT
 (DPP SUBD. FILE NO. 2005/SUB-317)
 HONOLULU, EWA, OAHU, HAWAII
 OWNER & DEVELOPER: DEPARTMENT OF HAWAIIAN HOME LANDS
 TAX MAP KEY: 9-1-16: 108

CURB RAMP DETAILS
 * ROADS ~~D-1/D~~ INTERSECTION
 ROADS ~~E-1/E~~ INTERSECTION

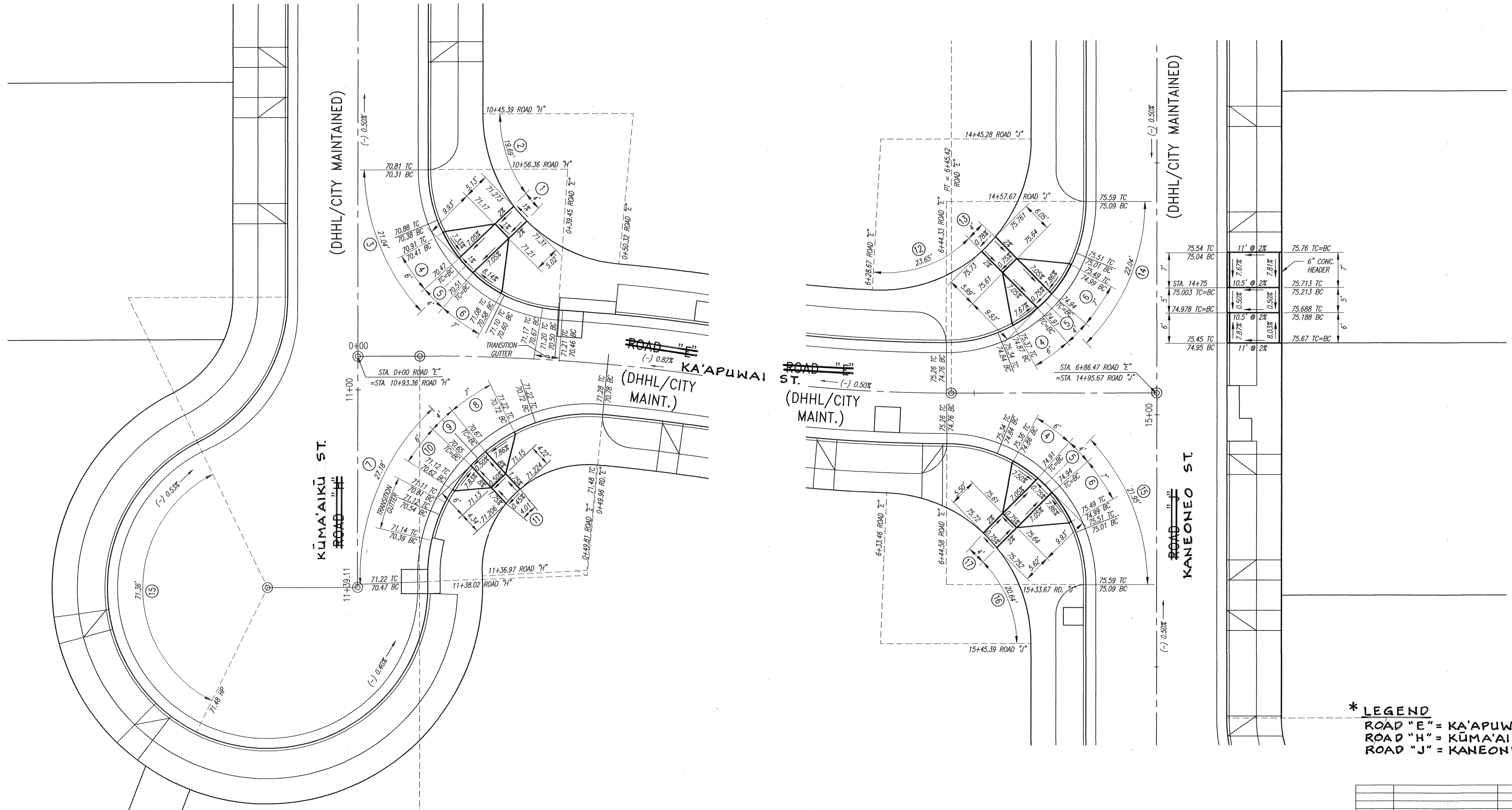
DRAWN BY: LH ENGINEER: LYT, VF CHECKED BY: DSK
 APPROVED: _____



Douglas S. Kanaya
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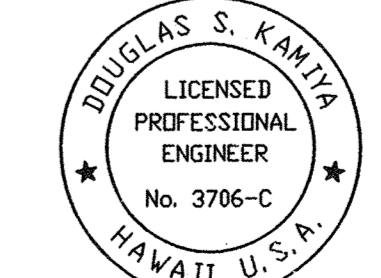
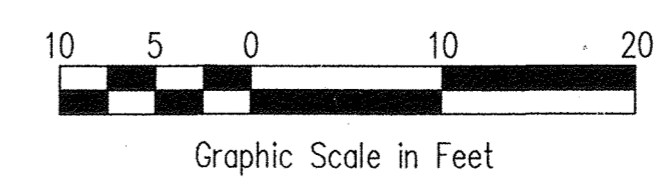


M. J. [Signature] 2/27/08
 CHIEF, CIVIL ENGINEERING BRANCH, D.P.P. DATE



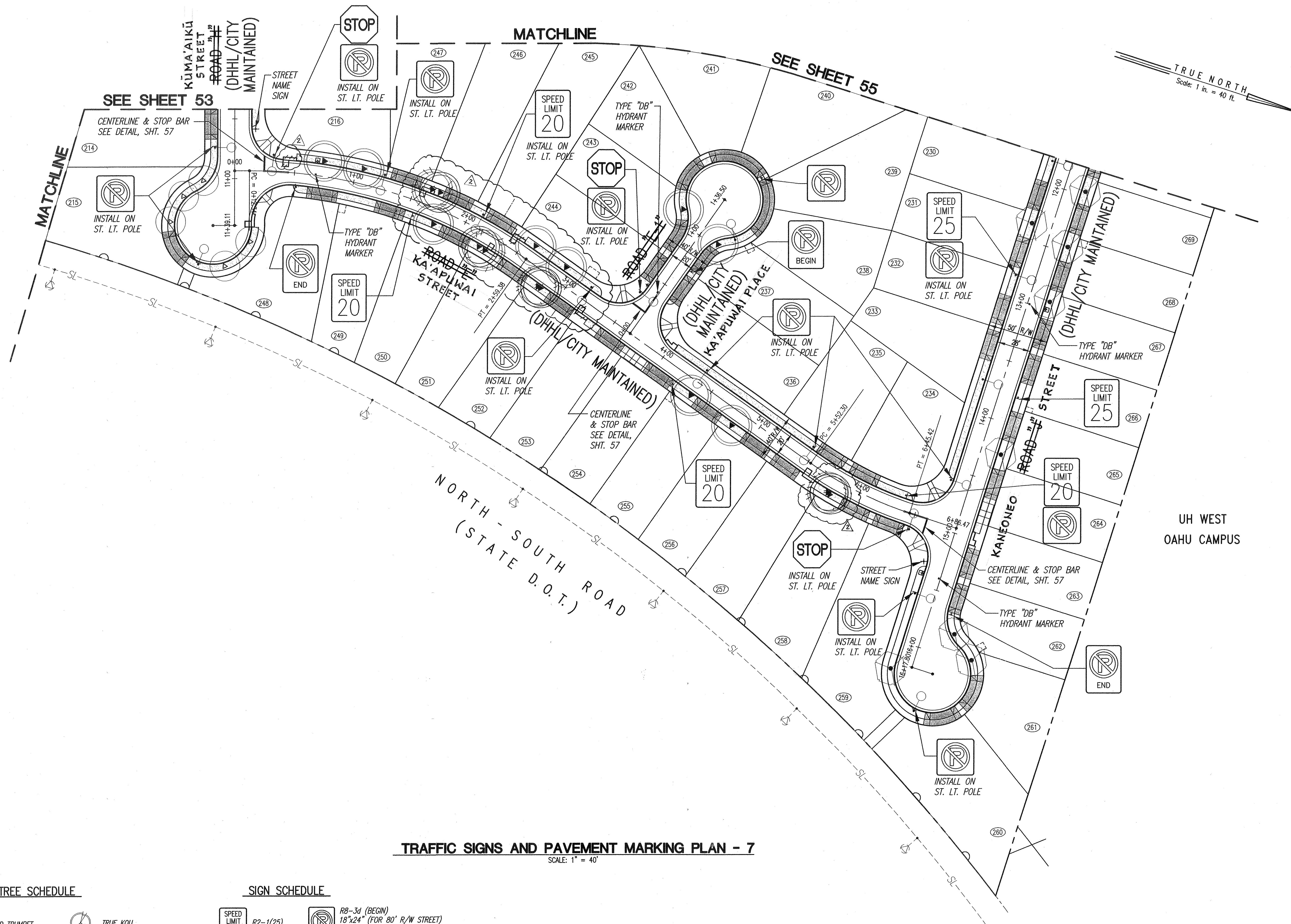
*** LEGEND**
 ROAD "E" = KA'APIUWAI ST.
 ROAD "H" = KŪMA'AIKŪ ST.
 ROAD "J" = KANEONEO ST.

CURVE	①	②	③	④	⑤	⑥	⑦	⑧	⑨	⑩	⑪	⑫	⑬	⑭	⑮	⑯	⑰	CURVE
Δ	07°38'30"	37°36'10"	43°03'30"	12°16'40"	08°11'06"	14°19'26"	48°39'50"	12°32'00"	07°09'43"	10°44'35"	10°55'42"	45°10'00"	07°38'22"	45°06'16"	44°55'09"	39°25'01"	07°38'31"	Δ
Δ/2	03°49'15"	18°48'05"	21°31'45"	06°08'20"	04°05'33"	07°09'43"	24°19'55"	06°16'00"	03°34'51.5"	05°22'17.5"	05°27'51"	22°35'00"	03°49'11"	22°33'08"	22°27'34.5"	19°42'30.5"	03°49'15.5"	Δ/2
R	30.00'	30.00'	28.00'	28.00'	28.00'	28.00'	32.00'	32.00'	32.00'	21.00'	30.00'	30.00'	28.00'	28.00'	28.00'	30.00'	30.00'	R
T	2.00'	10.21'	11.05'	3.01'	2.00'	3.52'	14.47'	3.51'	2.00'	3.01'	2.01'	12.48'	2.00'	11.63'	11.58'	10.75'	2.00'	T
C	4.00'	19.34'	20.55'	5.99'	4.00'	6.98'	26.37'	6.99'	4.00'	5.99'	4.00'	23.04'	4.00'	21.48'	21.39'	20.23'	4.00'	C
Lc	4.00'	19.69'	21.04'	6.00'	4.00'	7.00'	27.18'	7.00'	4.00'	6.00'	4.01'	23.65'	4.00'	22.04'	21.95'	20.64'	4.00'	Lc



THIS WORK WAS PREPARED BY ME OR UNDER MY SUPERVISION. CONSTRUCTION OF THIS PROJECT WILL BE UNDER MY OBSERVATION. LICENSE EXPIRATION DATE: 04/30/08

REVISION DATE	DESCRIPTION	MADE BY	APPROVED
Community Planning and Engineering, Inc. Engineering Design Construction Management Infrastructure Planning 1100 Alakea Street, 8th Floor Honolulu, Hawaii			
EAST KAPOLEI I DEVELOPMENT (DPP SUBD. FILE NO. 2005/SUB-317) HONOLULUI, EWA, OAHU, HAWAII OWNER & DEVELOPER: DEPARTMENT OF HAWAIIAN HOME LANDS TAX MAP KEY: 9-1-16: 108			
* CURB RAMP DETAILS * ROADS INTERSECTION ROADS INTERSECTION			
DRAWN BY: LH	ENGINEER: LYT, VF	CHECKED BY: DSK	APPROVED:
M. J. [Signature] 2/27/08 CHIEF, CIVIL ENGINEERING BRANCH, D.P.P. DATE			



TRAFFIC SIGNS AND PAVEMENT MARKING PLAN - 7

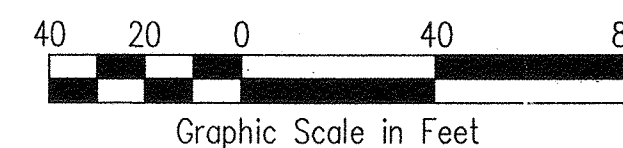
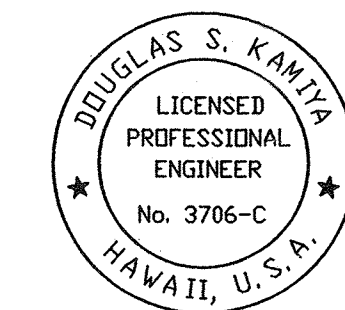
SCALE: 1" = 40'

TREE SCHEDULE

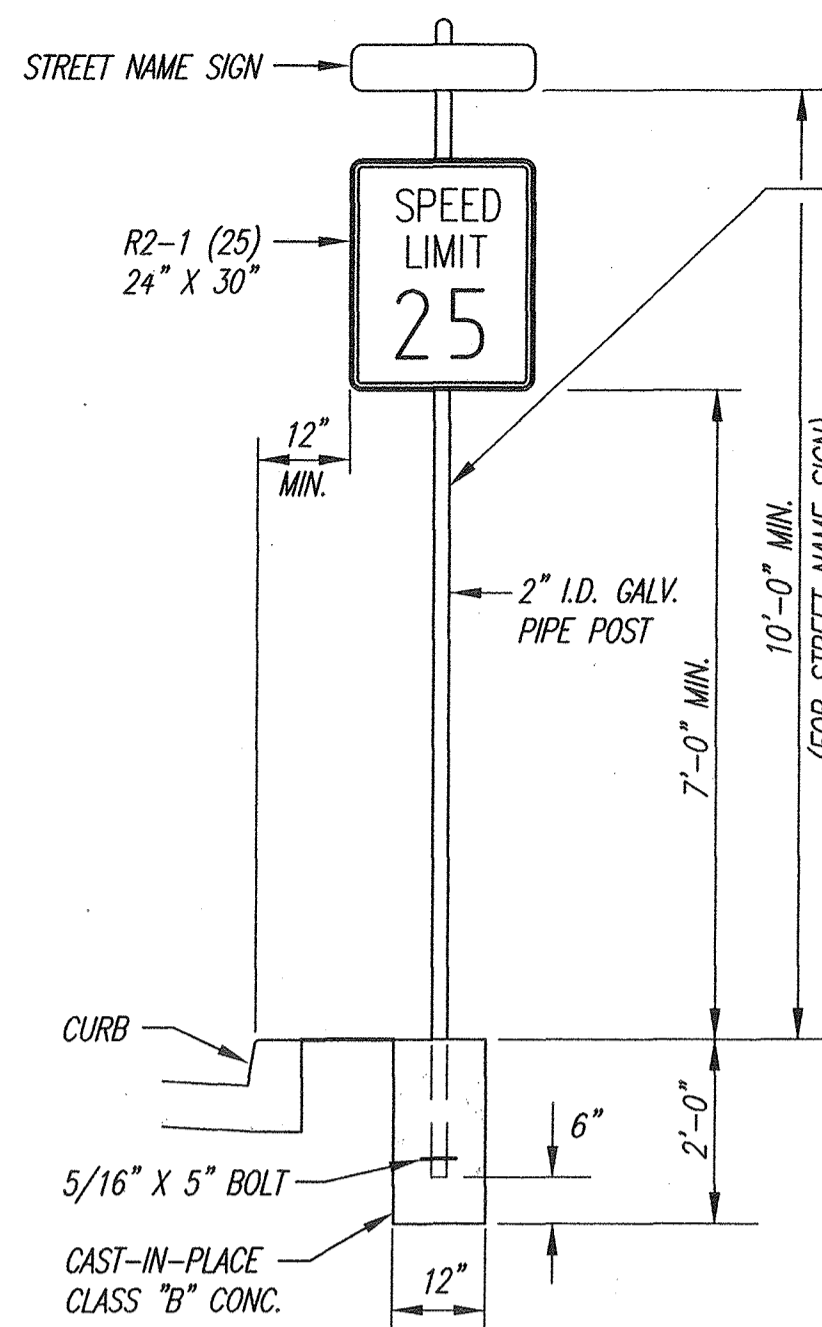
- GOLD TRUMPET
- RAINBOW SHOWER
- MILO
- PINK TECOMA
- TRUE KOU
- SILVER BUTTONWOOD
- TULIPWOOD
- SILVER TRUMPET

SIGN SCHEDULE

- R2-1(25) 24"x30"
- W14-1 30"x30"
- R1-1 30"x30"
- R8-3d (BEGIN) 18"x24" (FOR 80' R/W STREET) 12"x18" (FOR 40', 44' AND 50' R/W STREETS)
- R8-3d (END) 18"x24" (FOR 80' R/W STREET) 12"x18" (FOR 40', 44' AND 50' R/W STREETS)
- R7-2 (BEGIN) 12"x6"
- R7-2 (END) 12"x6"



REVISION DATE	DESCRIPTION	CPE	TRB
01/28/10	RELOCATED TREES & CB'S		
Community Planning and Engineering, Inc. Engineering Design Construction Management Infrastructure Planning 1100 Alakea Street, Sixth Floor Honolulu, Hawaii			
EAST KAPOLEI I DEVELOPMENT (DPP SUBD. FILE NO. 2005/SUB-317) HONOLULU, EWA, OAHU, HAWAII OWNER & DEVELOPER: DEPARTMENT OF HAWAIIAN HOME LANDS TAX MAP KEY: 9-1-16: 108			
TRAFFIC SIGNS AND PAVEMENT MARKING PLAN - 7			
DRAWN BY: LTH	ENGINEER: SS, LYT	CHECKED BY: DSK	APPROVED:
THIS WORK WAS PREPARED BY ME OR UNDER MY SUPERVISION. CONSTRUCTION OF THIS PROJECT WILL BE UNDER MY OBSERVATION. LICENSE EXPIRATION DATE: 04/30/10			

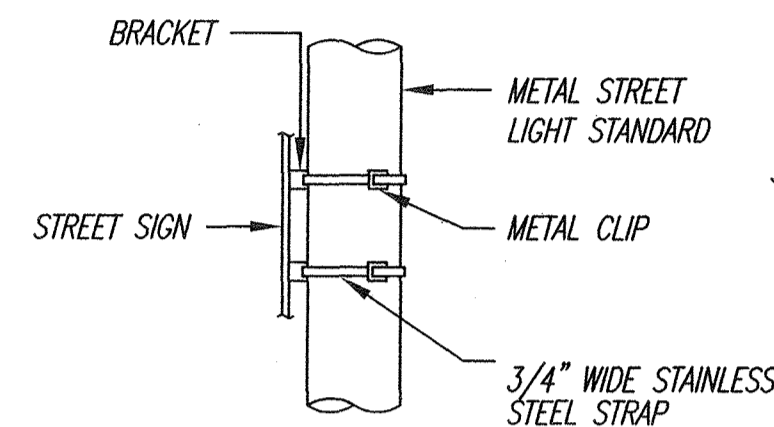


TYPICAL SIGN POST
NOT TO SCALE

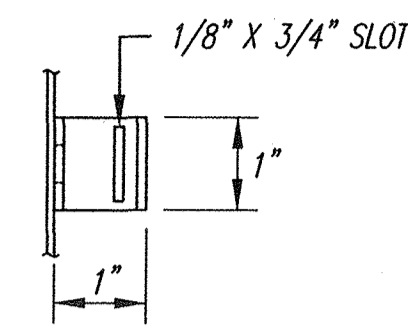
NEW 2" Ø GALV. STEEL PIPE POST OR 2" SQUARE/OCTAGON POST W/ 2 1/4" x 3" ANCHOR POST DIRECT BURY IN GROUND NO FOOTING REQUIRED

NOTES:

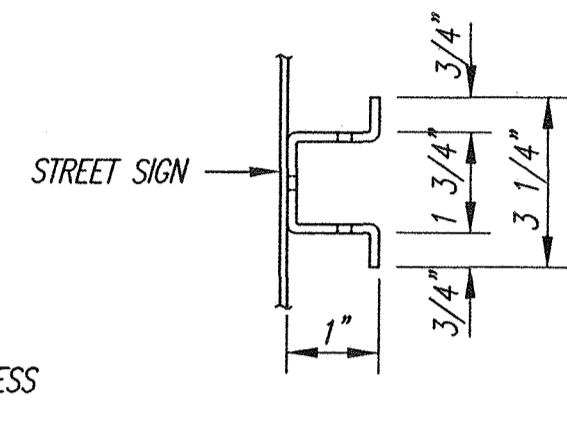
- SIGNS SHALL BE ATTACHED TO POSTS WITH 5/16" ZINC PLATED STEEL BOLTS, NUTS AND WASHERS.
- SIGNS 48" WIDE OR LARGER THAN 10 SQ. FT. IN AREA SHALL BE MOUNTED ON 2 - 2" Ø GALV. POSTS. THE SIGN SHALL BE INSTALLED WITH AT LEAST 1 FT. CLEARANCE FROM THE SIGN EDGE TO THE CURB FACE.



STRAP DETAIL
NOT TO SCALE

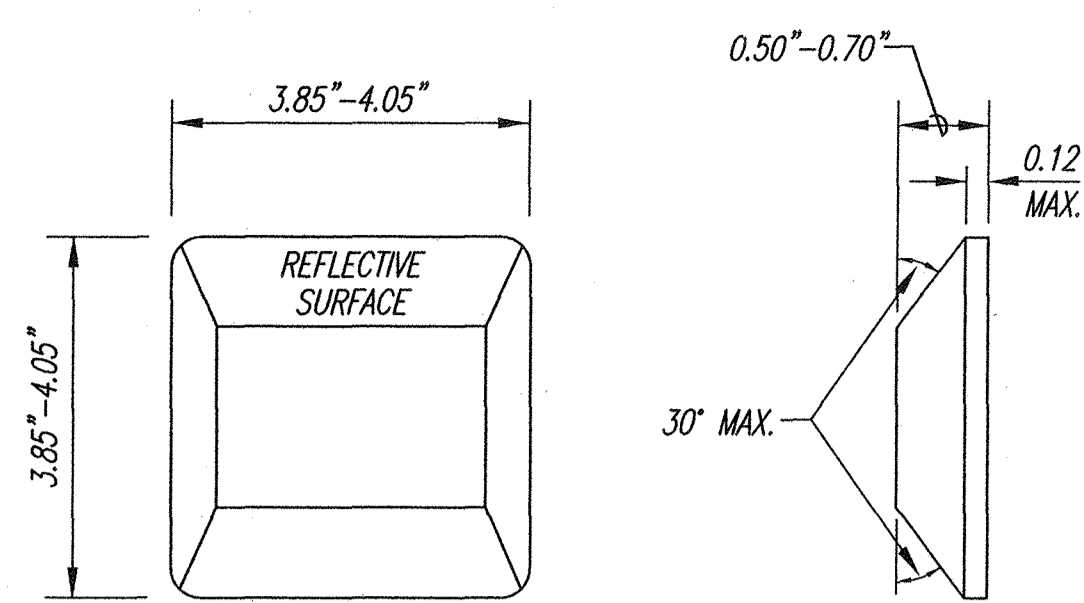


SIDE VIEW



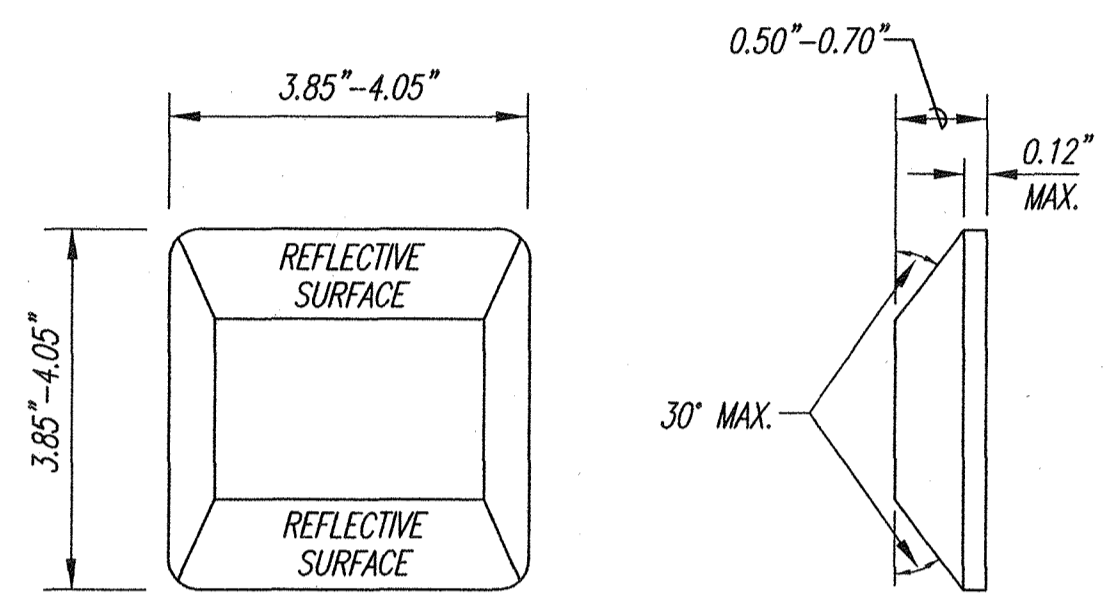
PLAN

BRACKET DETAIL
NOT TO SCALE



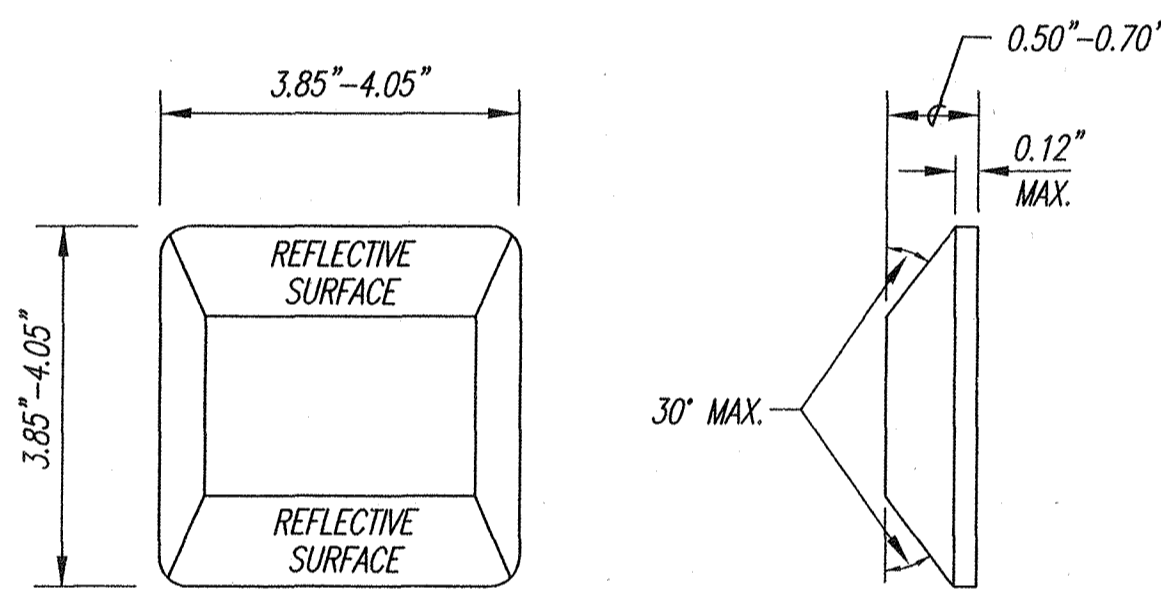
TYPE H

ONE WAY YELLOW REFLECTIVE MARKER
NOT TO SCALE



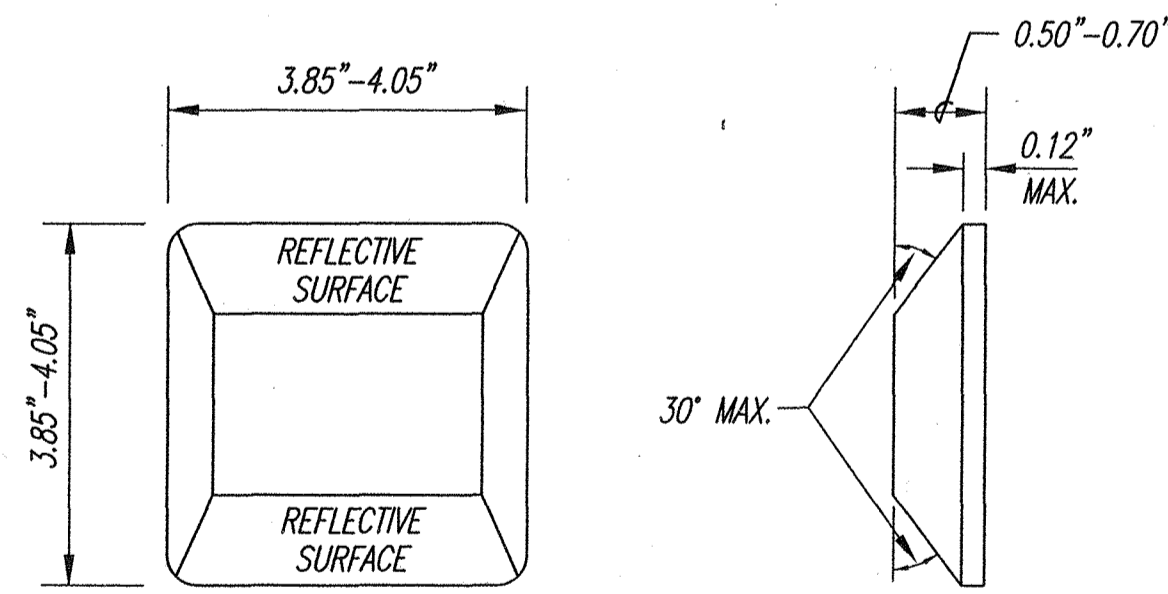
TYPE D

TWO-WAY YELLOW REFLECTIVE MARKER
NOT TO SCALE



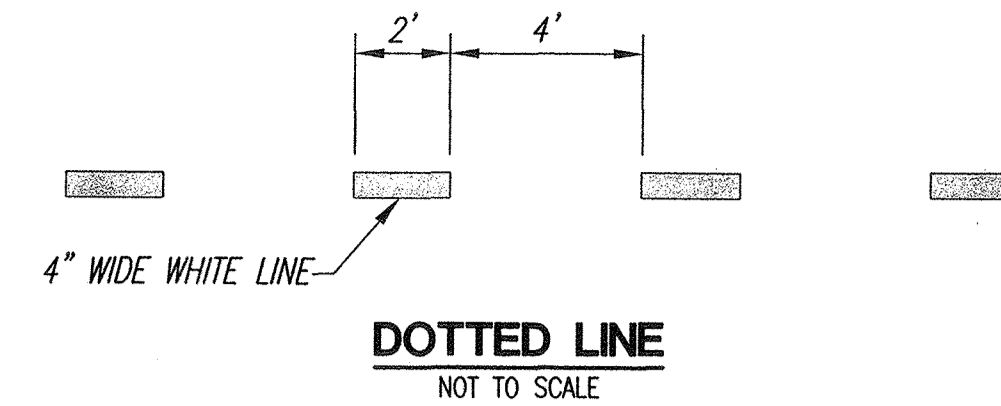
TYPE C

RED-CLEAR REFLECTIVE MARKER
NOT TO SCALE

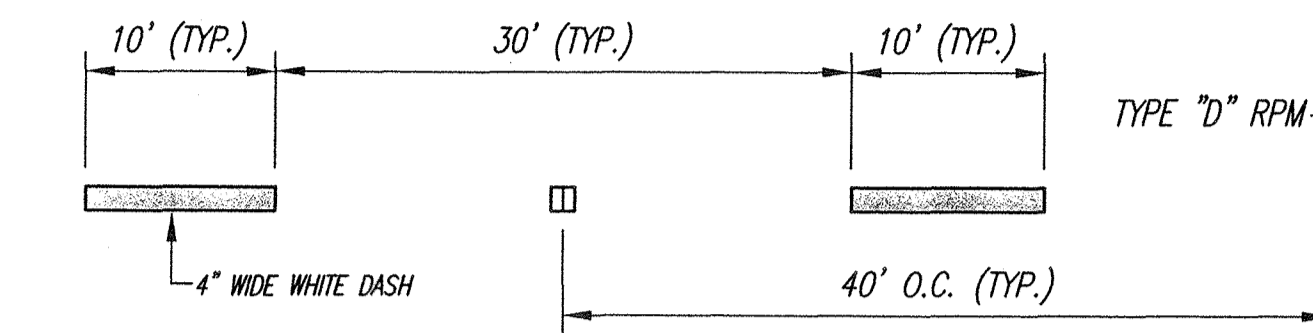


TYPE DB

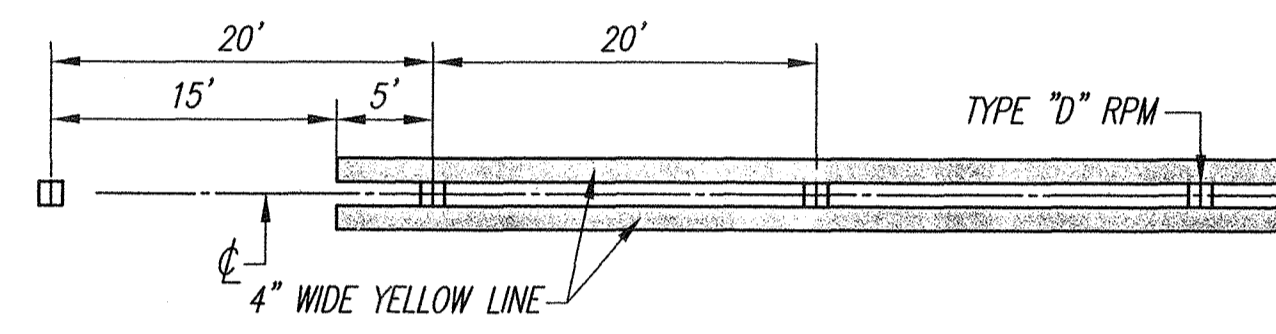
TWO-WAY BLUE REFLECTIVE MARKER
NOT TO SCALE



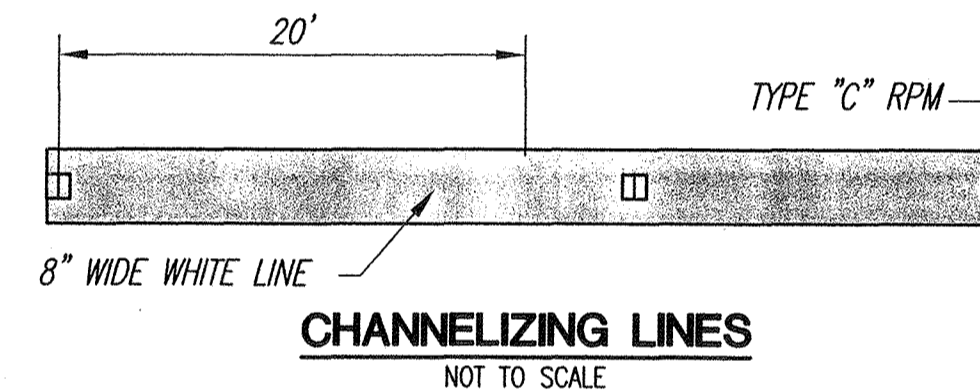
DOTTED LINE
NOT TO SCALE



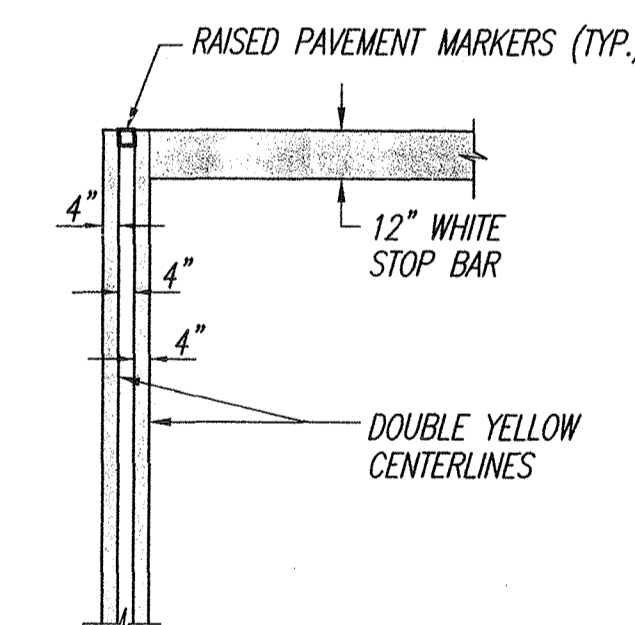
TYPICAL BROKEN WHITE LANE LINE
NOT TO SCALE



TYPICAL TWO-LANE, PASSING PROHIBITED CENTERLINE MARKING
NOT TO SCALE



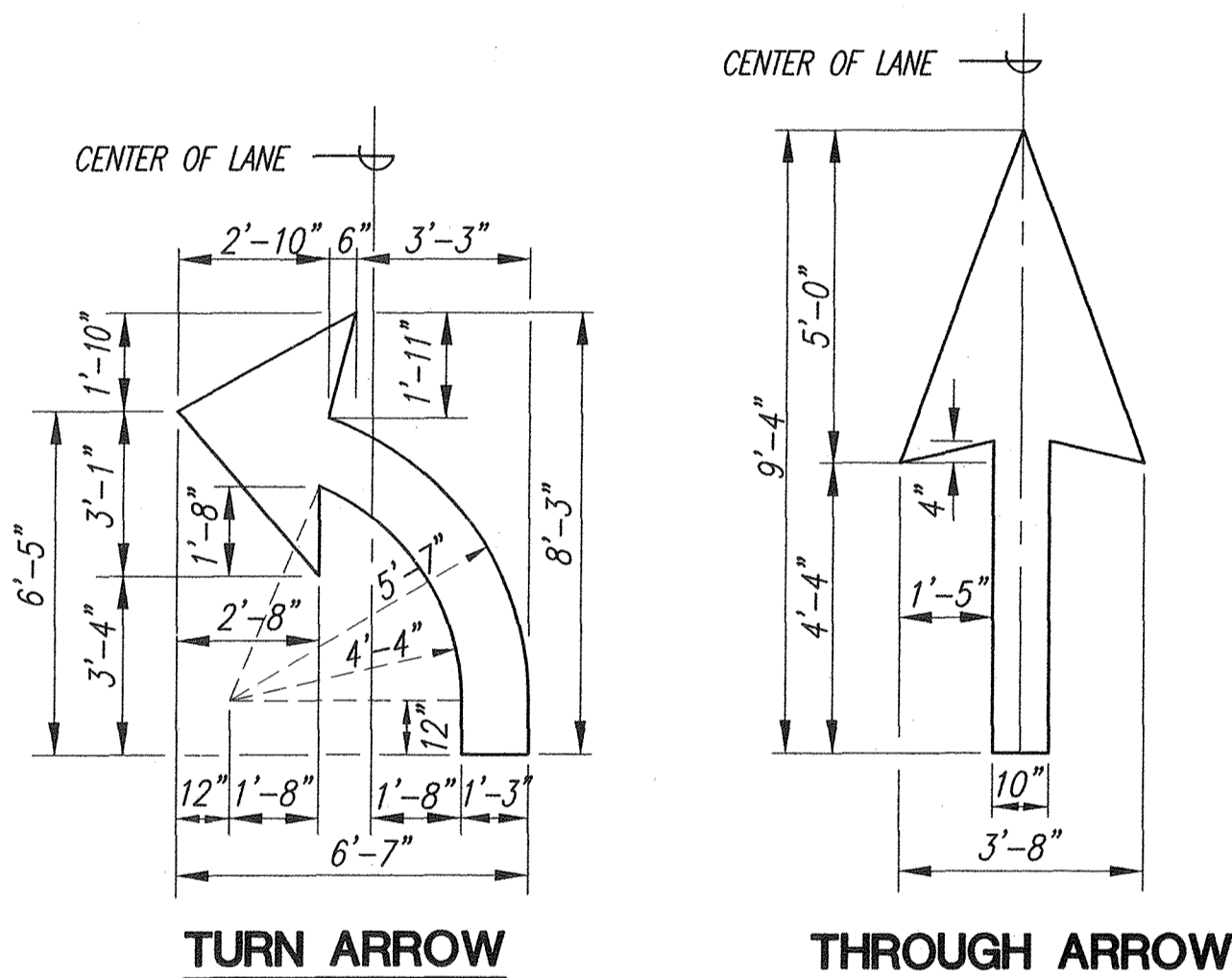
CHANNELIZING LINES
NOT TO SCALE



CENTERLINE AND STOP BAR DETAIL
NOT TO SCALE

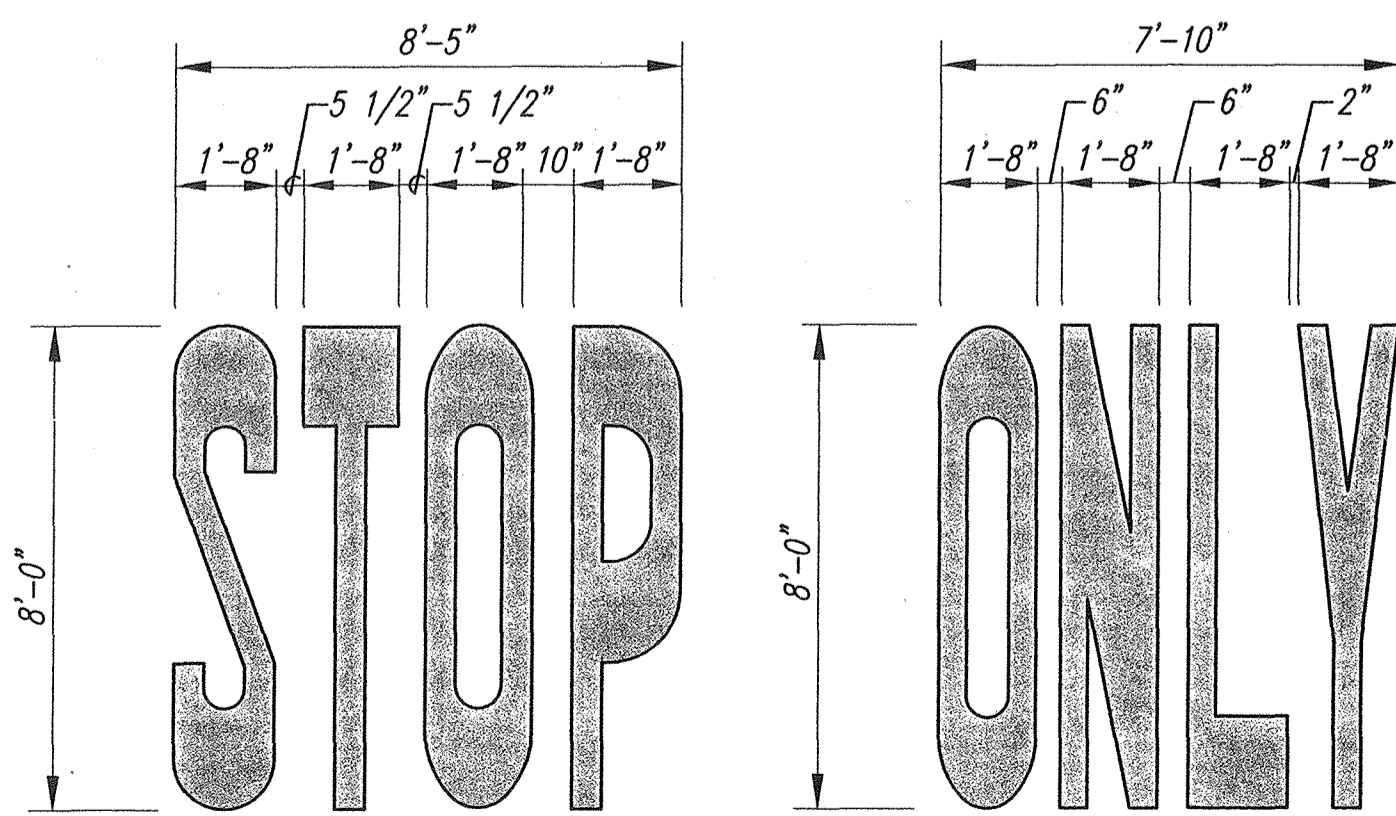
SIGNS AND MARKINGS NOTES

- ALL TRAFFIC SIGN AND PAVEMENT MARKING INSTALLATIONS SHALL BE DONE IN ACCORDANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS", 2000 EDITION, AS AMENDED, THE LATEST SPECIFICATIONS FROM THE TRAFFIC REVIEW BRANCH, DEPARTMENT OF PLANNING AND PERMITTING, AND AS SHOWN ON THE PLANS.
- CONTRACTOR SHALL NOTIFY AND COORDINATE WORK WITH THE CIVIL ENGINEERING BRANCH, DEPARTMENT OF PLANNING AND PERMITTING, ONE (1) WEEK IN ADVANCE OF COMMENCING WORK AT 768-8084.
- CONTRACTOR SHALL SUBMIT MATERIAL BROCHURES FOR ALL SIGNS AND PAINT MATERIALS TO THE TRAFFIC REVIEW BRANCH, DEPARTMENT OF PLANNING AND PERMITTING.
- THE SIGNING AND/OR STRIPING CONTRACTOR SHALL KEEP ONE (1) SET OF APPROVED PLANS AT THE PROJECT SITE AT ALL TIMES DURING CONSTRUCTION WORK.
- CONTRACTOR SHALL PAINT TEMPORARY GUIDELINES AND OUTLINE OF ARROWS, LEGENDS, AND CROSSWALKS WITH A TWO INCH (2") WIDE BRUSHED LINE ON THE DAY THE ROADWAY IS OPENED TO TRAFFIC. THESE MARKINGS MUST BE APPROVED BY THE INSPECTOR FROM THE TRAFFIC REVIEW BRANCH, DEPARTMENT OF PLANNING AND PERMITTING.
- CONTRACTOR SHALL NOTIFY THE CIVIL ENGINEERING BRANCH, DEPARTMENT OF PLANNING AND PERMITTING AT 768-8084, THREE (3) DAYS IN ADVANCE OF FINAL INSPECTION.
- CONTRACTOR SHALL MEET WITH THE INSPECTOR FROM THE CIVIL ENGINEERING BRANCH, DEPARTMENT OF PLANNING AND PERMITTING DURING THE FINAL INSPECTION.
- WITHIN TEN (10) DAYS FOLLOWING NOTIFICATION OF AWARD OF CONTRACT, THE CONTRACTOR SHALL SUBMIT TO THE DEPARTMENT OF PLANNING AND PERMITTING (PHONE: 523-4881) FOR APPROVAL, A LIST OF ANY SIGNING AND PAVEMENT MARKING MATERIAL WHICH HE PROPOSES TO INSTALL. THE LIST SHALL BE COMPLETE AS TO THE NAME OF MANUFACTURER, CATALOG NUMBER, AND SHALL BE SUPPLEMENTED WITH MATERIAL BROCHURES.
- UPON FINAL INSPECTION OF THE PROJECT, THE CONTRACTOR SHALL SUBMIT A LETTER OF CERTIFICATION FOR ALL TRAFFIC SIGNING AND PAVEMENT MARKING MATERIALS INSTALLED.
- SIGNS SHALL BE ATTACHED TO BRACKETS WITH 5/16" ZINC PLATED STEEL BOLTS, NUTS AND WASHERS. SIGNS 48" WIDE OR LARGER THAN 10 SQ. FT. IN AREA SHALL BE MOUNTED ON TWO 2" GALV. PIPE POST. THE SIGN SHALL BE INSTALLED WITH AT LEAST ONE (1) FOOT CLEARANCE FROM THE SIGN EDGE TO THE CURB FACE.
- ALL TRAFFIC SIGNS SHALL BE REFLECTORIZED.
- RAISED PAVEMENT MARKERS SHALL BE INSTALLED IN ACCORDANCE WITH THE DEPARTMENT OF PLANNING AND PERMITTING STANDARDS.
- LOCATION OF "STOP" SIGN:
 - INSTALL "STOP" SIGN AT CURB TANGENT POINT.
 - INSTALL "STOP" SIGN ON METAL STREET LIGHT STANDARD IF A STANDARD IS LOCATED WITHIN 10 FEET OF CURB RETURN.
 - INSTALL "STOP" SIGN IN FRONT OF UTILITY POLE IF A POLE IS LOCATED WITHIN 10 FEET OF CURB RETURN.
- PAVEMENT WORD AND SYMBOL MARKINGS SHALL BE IN ACCORDANCE WITH THE DEPARTMENT OF PLANNING AND PERMITTING STANDARDS.
- THE CONTRACTOR SHALL USE THERMOPLASTIC MATERIAL, APPROVED BY THE CIVIL ENGINEERING BRANCH, DEPARTMENT OF PLANNING AND PERMITTING, FOR ALL CROSSWALKS, STOP BARS, PAVEMENT ARROWS, CENTER LINES, LANE LINES, ARC LINES, CHANNELIZED TRAFFIC ISLANDS, AND LEGENDS.

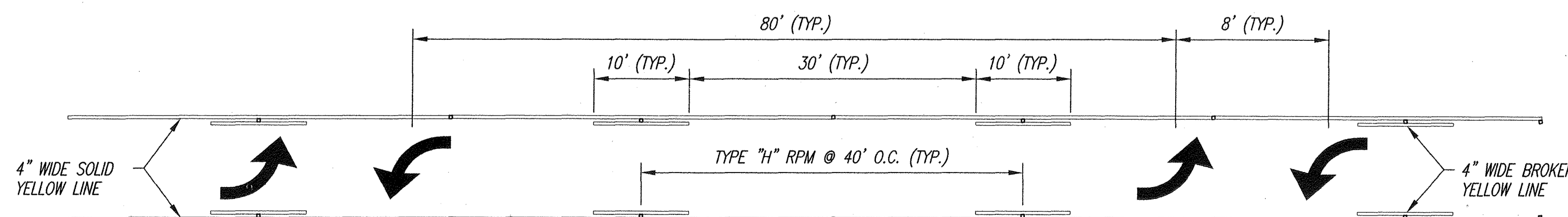


STANDARD PAVEMENT ARROWS
NOT TO SCALE

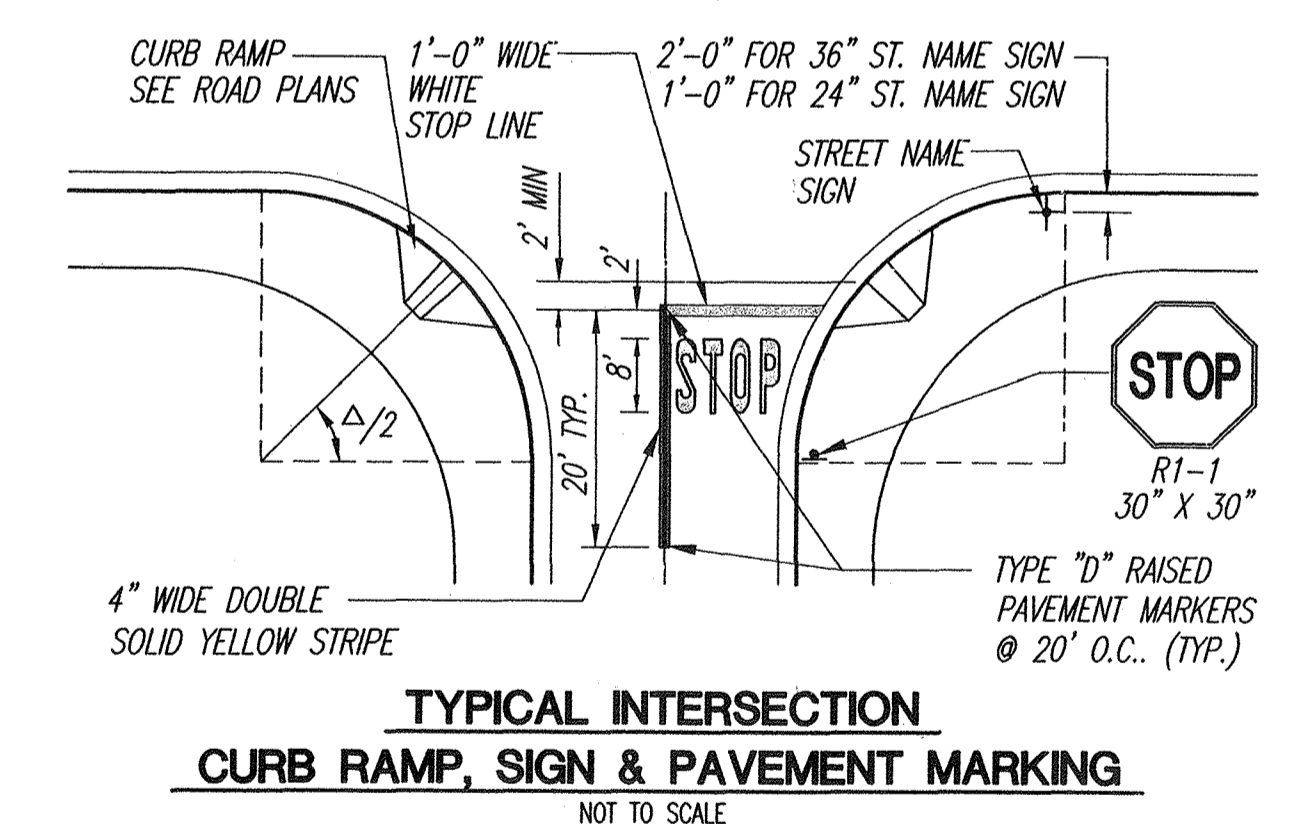
NOTE: WHEN THIS MARKING IS USED, IT SHALL BE PLACED IN EACH LANE OF TRAFFIC APPROACHING THE INTERSECTION.



STANDARD DETAILS OF THE WORD "STOP" AND "ONLY"
NOT TO SCALE



TYPICAL DUAL LEFT TURN LANE MARKING
NOT TO SCALE



TYPICAL INTERSECTION CURB RAMP, SIGN & PAVEMENT MARKING
NOT TO SCALE

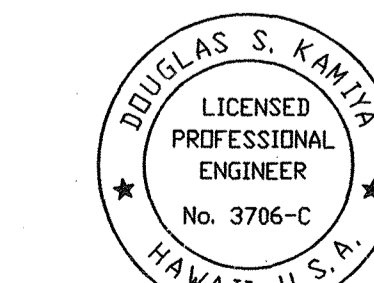
REVISION DATE	DESCRIPTION	MADE BY	APPROVED

Community Planning and Engineering, Inc.
Engineering Design | Construction Management | Infrastructure Planning
1100 Alakea Street, 8th Floor | Honolulu, Hawaii

EAST KAPOLEI I DEVELOPMENT
(DPP SUBD. FILE NO. 2005/SUB-317)
HONOLULU, EWA, OAHU, HAWAII
OWNER & DEVELOPER: DEPARTMENT OF HAWAIIAN HOME LANDS
TAX MAP KEY: 9-1-16: 108

TRAFFIC SIGNS AND PAVEMENT MARKINGS DETAILS

DRAWN BY: SWE	ENGINEER: SS	CHECKED BY: DSK
APPROVED:		



THIS WORK WAS PREPARED BY ME OR UNDER MY SUPERVISION. CONSTRUCTION OF THIS PROJECT WILL BE UNDER MY OBSERVATION. LICENSE EXPIRATION DATE: 04/30/10

FILE	POCKET	FOLDER	NO.
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MASS GRADING PLANS

FOR

EAST KAPOLEI I DEVELOPMENT

(DPP SUBD. FILE NO. 2005/SUB-317)

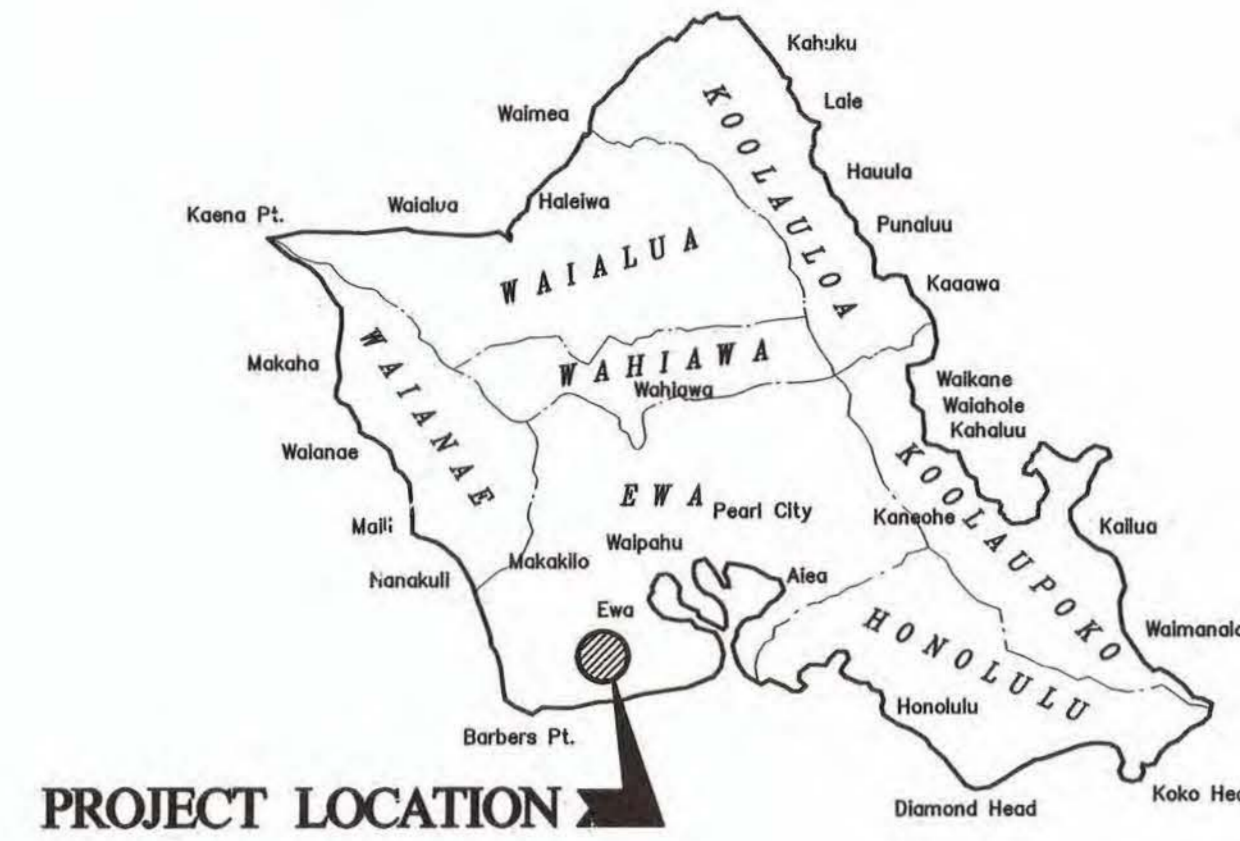
HONOULIULI, EWA, OAHU, HAWAII

OWNER AND DEVELOPER: DEPARTMENT OF HAWAIIAN HOME LANDS

TAX MAP KEY: 9-1-16: 108 (LOT 8861-C-1-A)
9-1-16: 108 (LOT 8861-C-1-B)
9-1-16: 108 (LOT 8861-C-1-C)

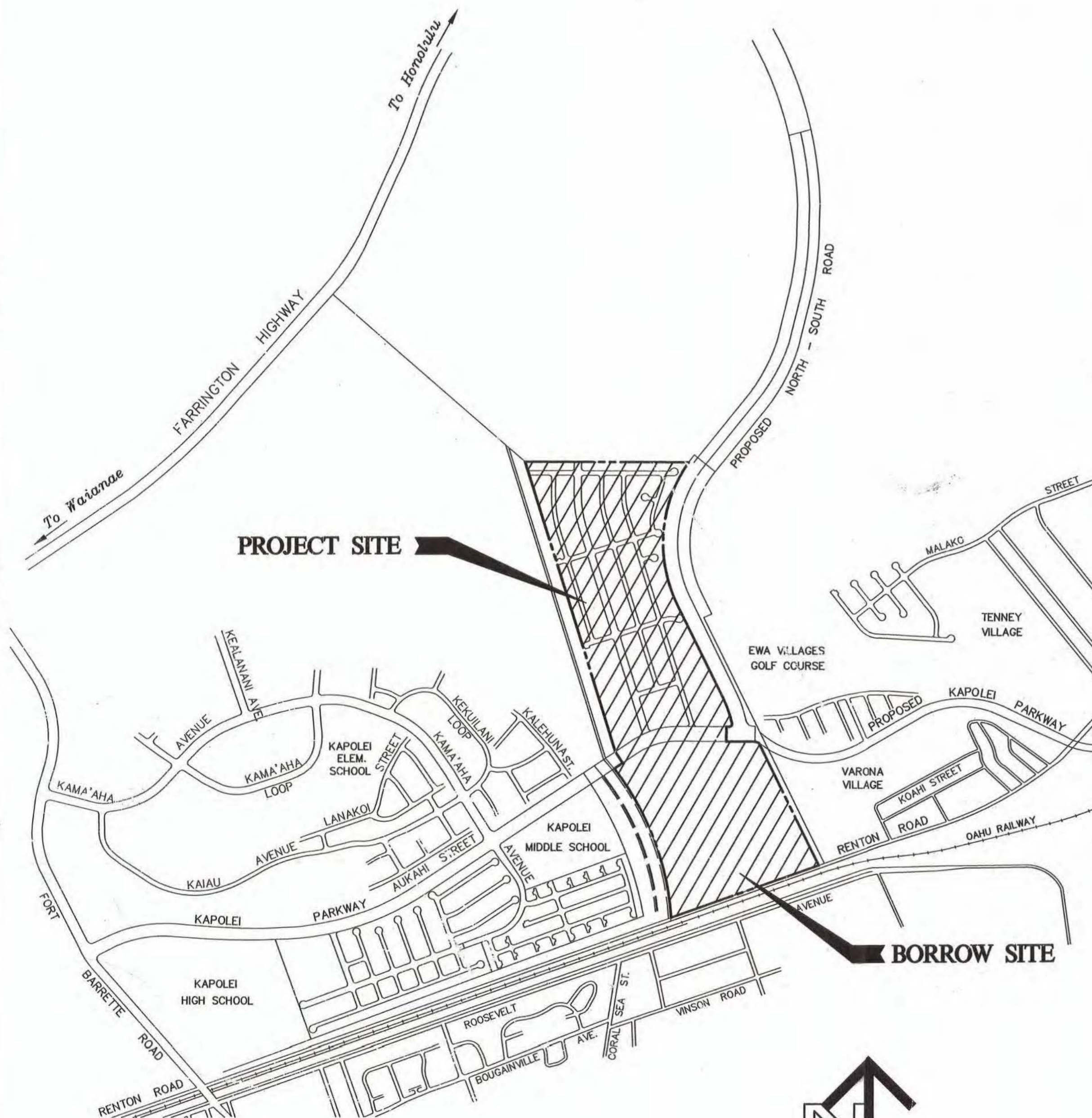
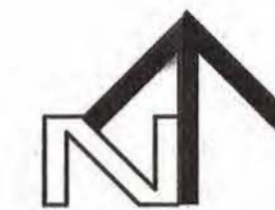
RECORD DRAWING TRACINGS
CERTIFIED BY: [Signature] DATE: 7/2/12
SUBMITTED BY: [Signature] DATE: 7/3/12

Community Planning and Engineering, Inc.
Engineering Design | Construction Management | Infrastructure Planning
1100 Alakea Street, Sixth Floor Honolulu, Hawaii



VICINITY MAP

SCALE IN MILES



LOCATION MAP

NOT TO SCALE



INDEX TO DRAWINGS

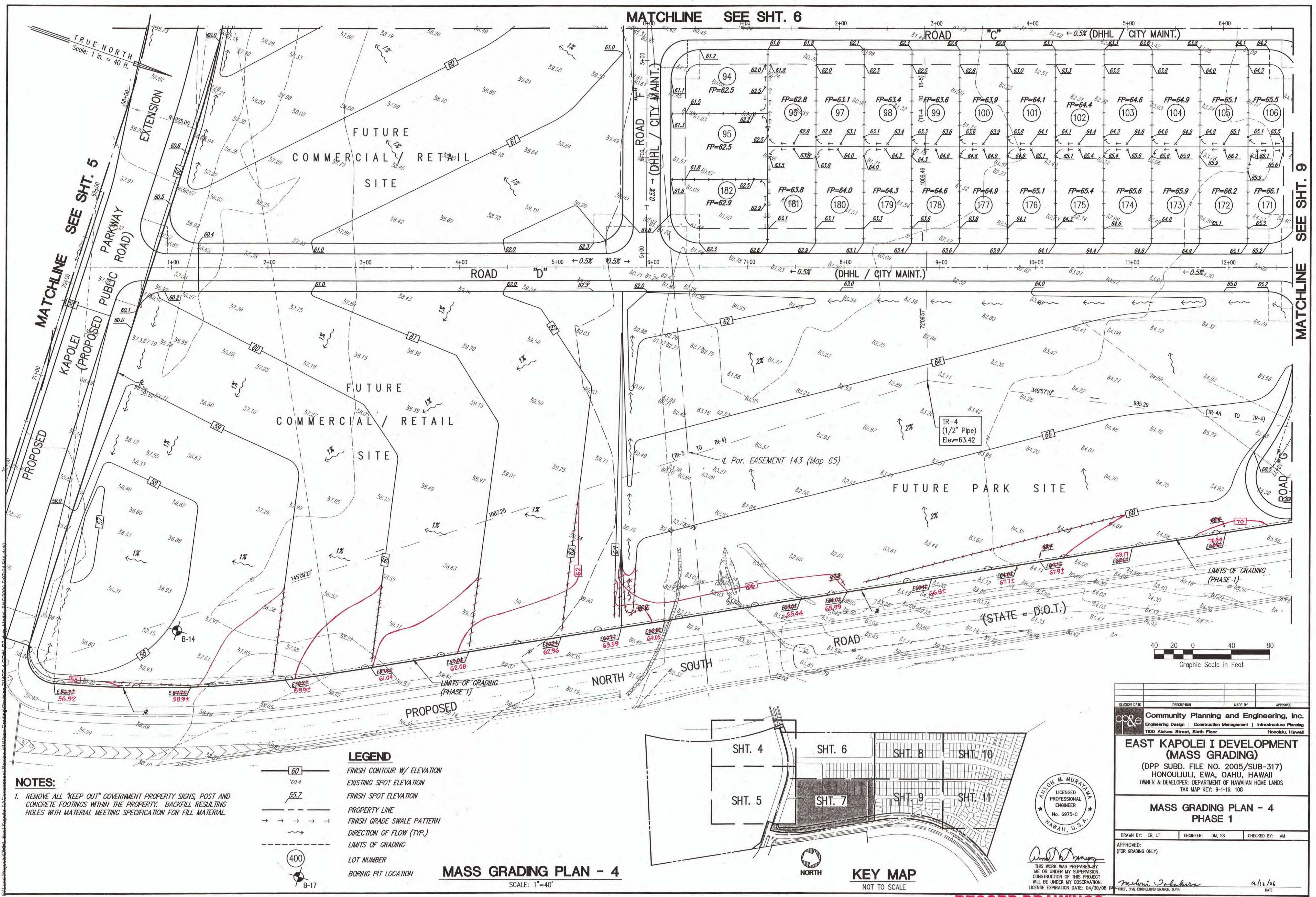
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TITLE SHEET 1
GENERAL NOTES 2
GENERAL SITE PLAN 3
MASS GRADING PLANS - PHASE 1 4 - 11a
MASS GRADING SECTIONS 12 - 12a
DETAILS AND PROFILES 13
EROSION CONTROL PLAN - PHASE 1 14 & 15
RED ILIMA RELOCATION PLAN 46
BORROW SITE PLAN AND PROFILE 47
BORROW SITE EROSION CONTROL PLAN 48
MASS GRADING PLANS - PHASE 2 19 - 22
EROSION CONTROL PLAN - PHASE 2 23

APPROVED

[Signature] 9/5/06
CHAIRMAN, HAWAIIAN HOMES COMMISSION
DEPARTMENT OF HAWAIIAN HOME LANDS
STATE OF HAWAII
DATE
M. [Signature] 9/18/06
DIRECTOR, DEPARTMENT OF PLANNING AND PERMITTING
CITY & COUNTY OF HONOLULU
(FOR SITE GRADING ONLY)
DATE

Table with 4 columns: REVISION DATE, DESCRIPTION, MADE BY, APPROVED. Includes a small table with FILE, FOOT, FOLDER, NO.

RECORD DRAWINGS



MATCHLINE SEE SHT. 6

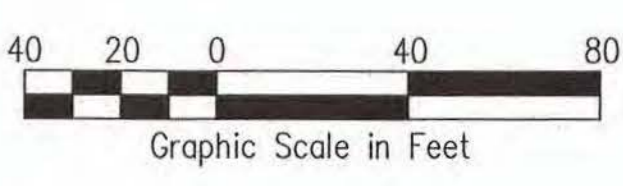
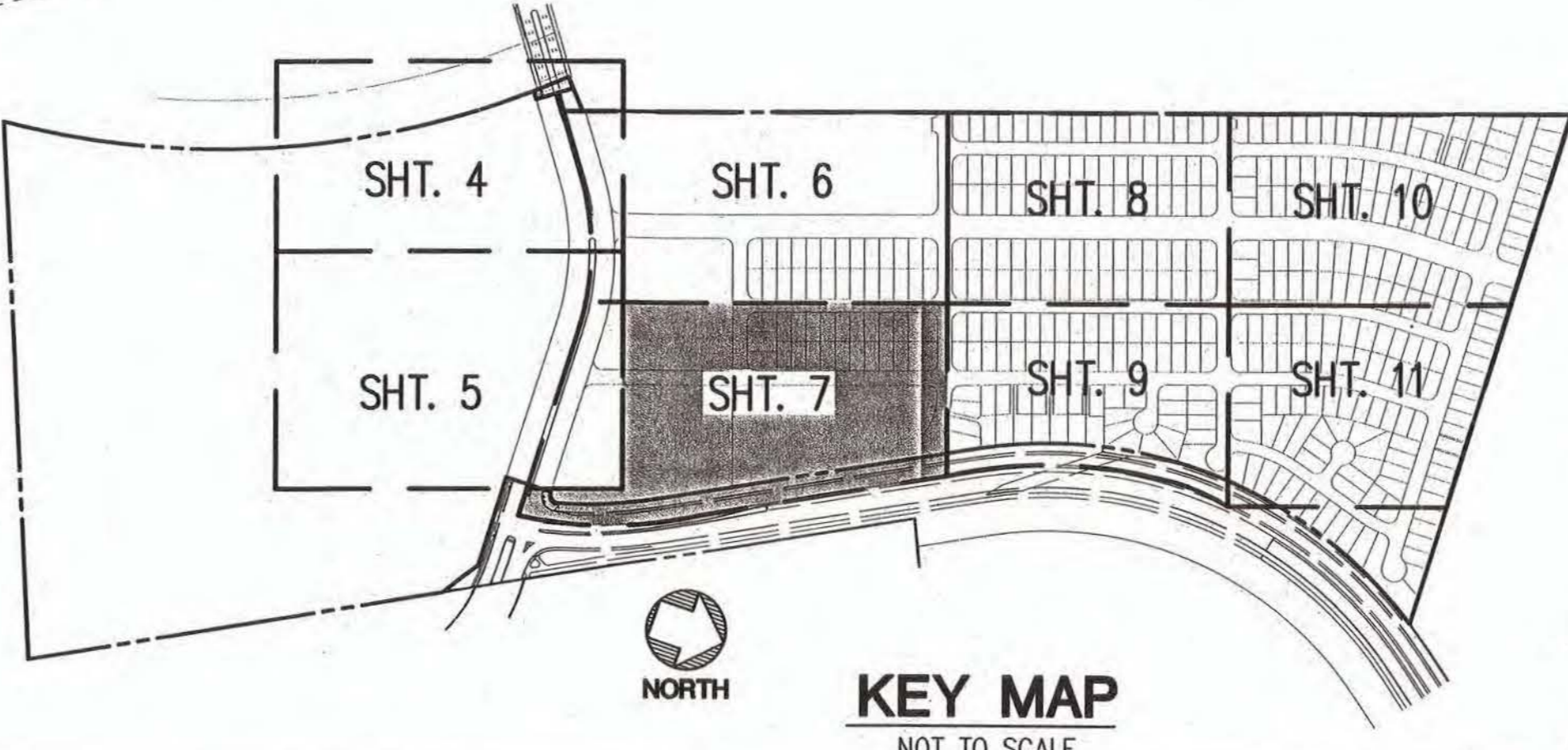
MATCHLINE SEE SHT. 5

MATCHLINE SEE SHT. 9

NOTES:
 1. REMOVE ALL "KEEP OUT" GOVERNMENT PROPERTY SIGNS, POST AND CONCRETE FOOTINGS WITHIN THE PROPERTY. BACKFILL RESULTING HOLES WITH MATERIAL MEETING SPECIFICATION FOR FILL MATERIAL.

- LEGEND**
- FINISH CONTOUR W/ ELEVATION
 - EXISTING SPOT ELEVATION
 - FINISH SPOT ELEVATION
 - PROPERTY LINE
 - FINISH GRADE SWALE PATTERN
 - DIRECTION OF FLOW (TYP.)
 - LIMITS OF GRADING
 - LOT NUMBER
 - BORING PIT LOCATION

MASS GRADING PLAN - 4
 SCALE: 1"=40'

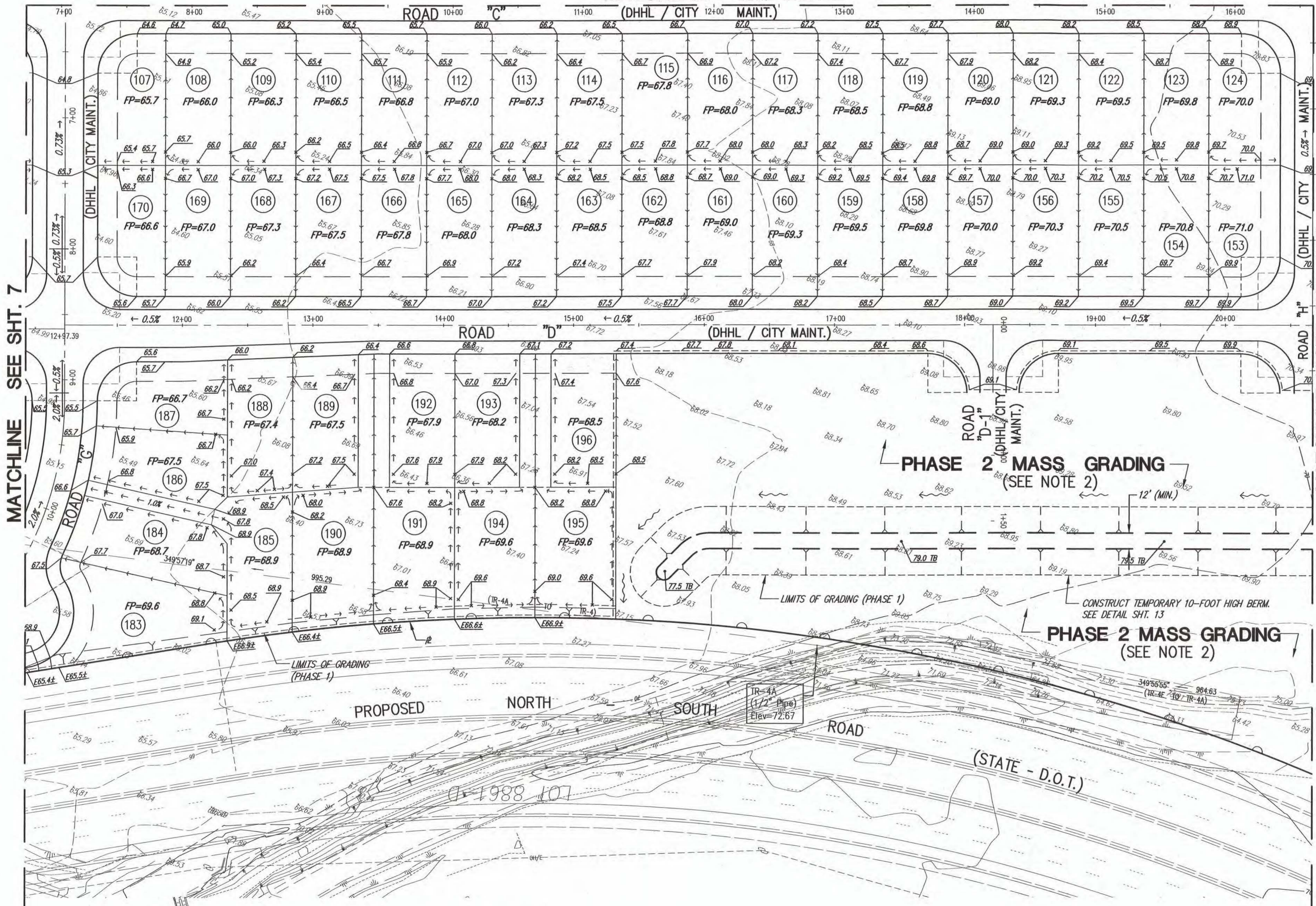


REVISION DATE	DESCRIPTION	MADE BY	APPROVED
 Community Planning and Engineering, Inc. Engineering Design Construction Management Infrastructure Planning 1100 Alakea Street, 8th Floor Honolulu, Hawaii			
EAST KAPOLEI I DEVELOPMENT (MASS GRADING) (DPP SUBD. FILE NO. 2005/SUB-317) HONOLULU, EWA, OAHU, HAWAII OWNER & DEVELOPER: DEPARTMENT OF HAWAIIAN HOME LANDS TAX MAP KEY: 9-1-16: 108			
MASS GRADING PLAN - 4 PHASE 1			
DRAWN BY: ER, LT	ENGINEER: DM, SS	CHECKED BY: AM	
APPROVED: (FOR GRADING ONLY)			
 ANSON M. MURAYAMA LICENSED PROFESSIONAL ENGINEER No. 6975-C HAWAII, U.S.A.		THIS WORK WAS PREPARED BY ME OR UNDER MY SUPERVISION. CONSTRUCTION OF THIS PROJECT WILL BE UNDER MY OBSERVATION. LICENSE EXPIRATION DATE: 04/30/08 ANSON M. MURAYAMA	
SHEET 7 OF 23 SHEETS		FILE POCKET FOLDER NO.	

RECORD DRAWINGS

MATCHLINE SEE SHT. 8

TRUE NORTH
Scale: 1 in. = 40 ft.

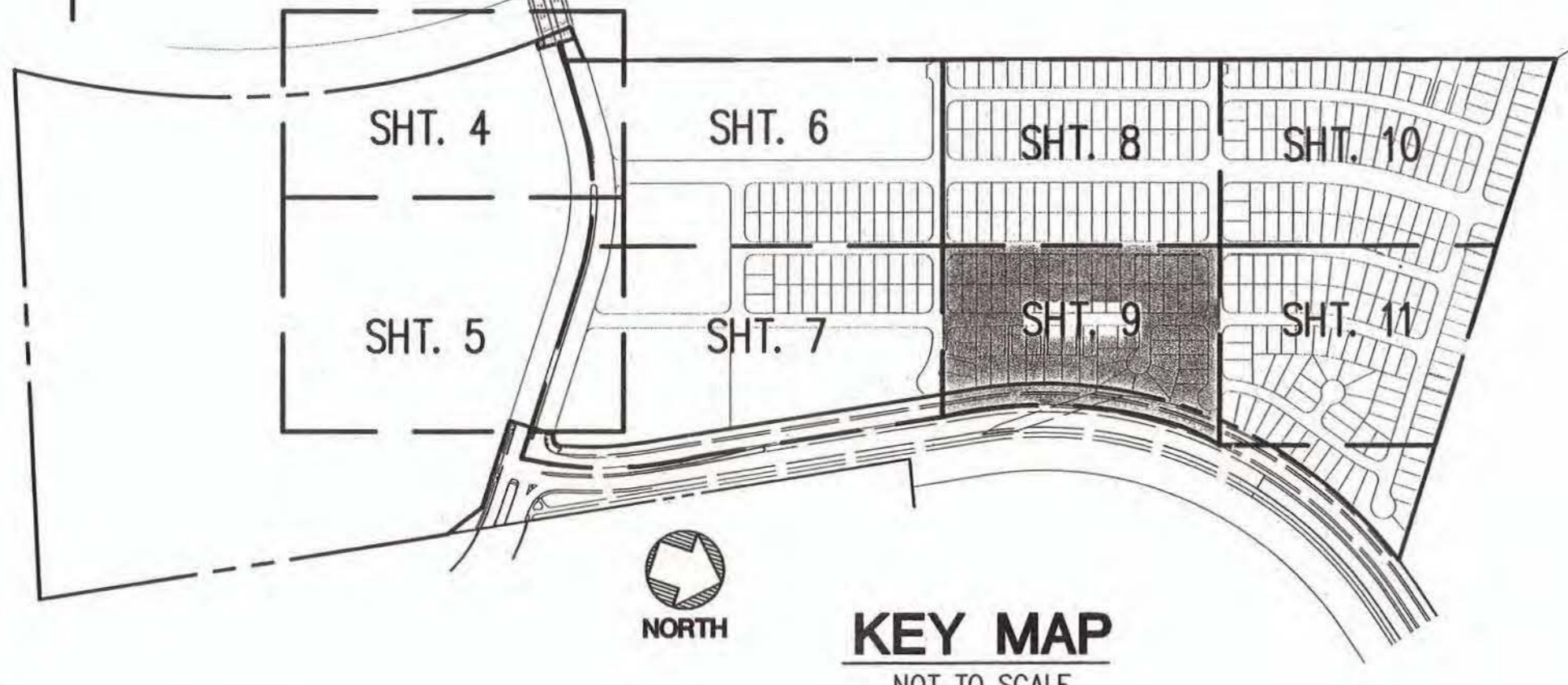


- LEGEND**
- FINISH CONTOUR W/ ELEVATION
 - FINISH SPOT ELEVATION
 - EXISTING SPOT ELEVATION
 - PROPERTY LINE
 - FINISH GRADE SWALE PATTERN
 - DIRECTION OF FLOW (TYP.)
 - LIMITS OF GRADING
 - LOT NUMBER

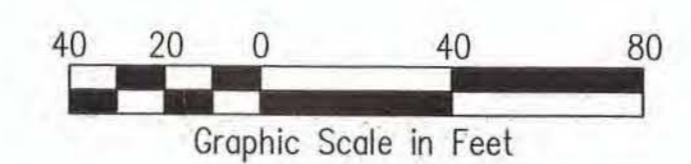
- NOTES:**
- REMOVE ALL "KEEP OUT" GOVERNMENT PROPERTY SIGNS, POST AND CONCRETE FOOTINGS WITHIN THE PROPERTY. BACKFILL RESULTING HOLES WITH MATERIAL MEETING SPECIFICATION FOR FILL MATERIAL.
 - FOR MASS GRADING OF PHASE 2, SEE SHEETS 19, 20 & 21.

MATCHLINE SEE SHT. 7

MATCHLINE SEE SHT. 11



MASS GRADING PLAN - 6
SCALE: 1"=40'

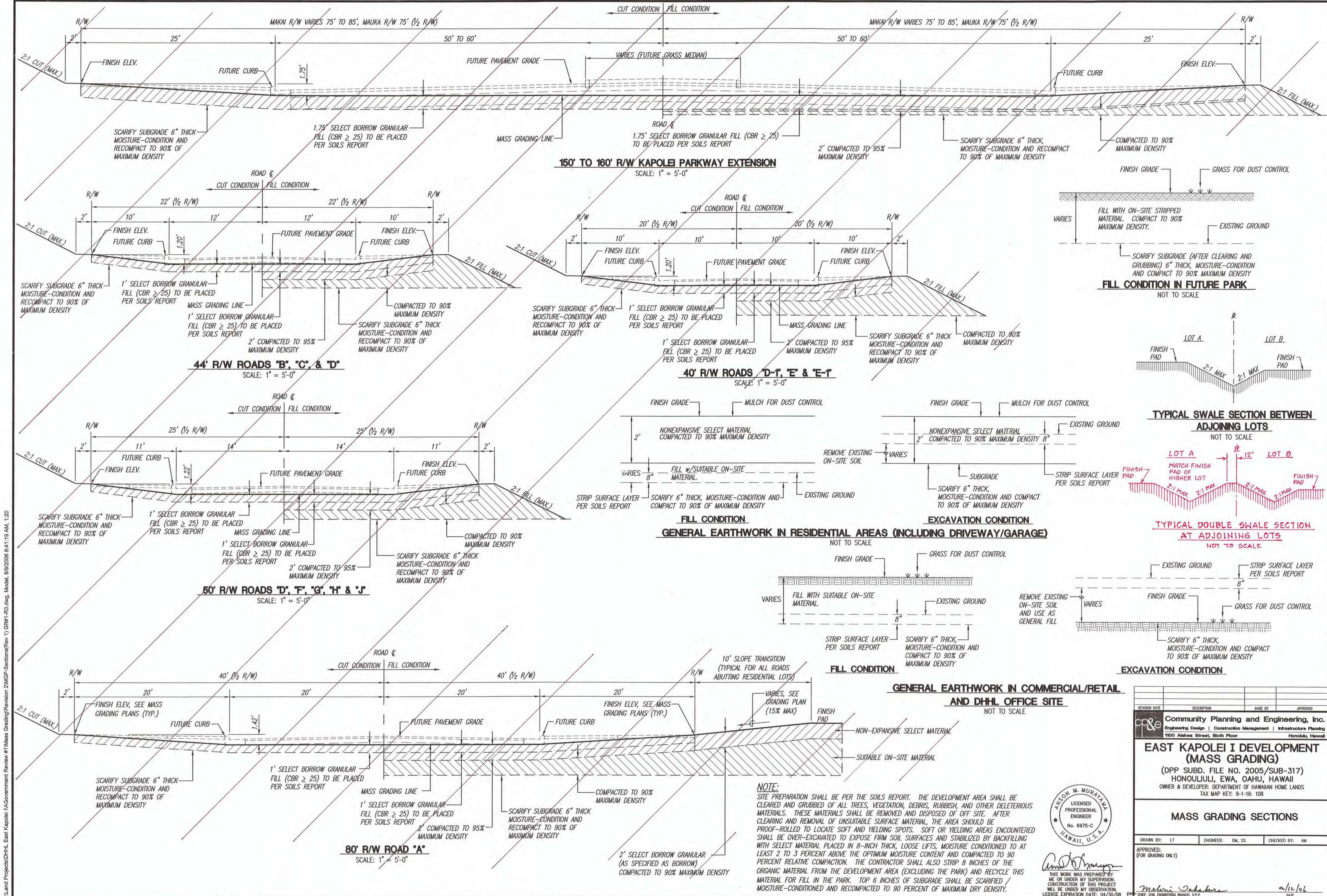


APPROVED:
(FOR GRADING ONLY)

Anson M. Murayama
THIS WORK WAS PREPARED BY ME OR UNDER MY SUPERVISION. CONSTRUCTION OF THIS PROJECT WILL BE UNDER MY OBSERVATION. LICENSE EXPIRATION DATE: 04/30/08

REVISION DATE	DESCRIPTION	MADE BY	APPROVED
<p>Community Planning and Engineering, Inc. Engineering Design Construction Management Infrastructure Planning 7100 Alakea Street, Sixth Floor Honolulu, Hawaii</p> <p>EAST KAPOLEI I DEVELOPMENT (MASS GRADING) (DPP SUBD. FILE NO. 2005/SUB-317) HONOLULU, EWA, OAHU, HAWAII OWNER & DEVELOPER: DEPARTMENT OF HAWAIIAN HOME LANDS TAX MAP KEY: 9-1-16: 108</p> <p>MASS GRADING PLAN - 6 PHASE 1</p>			
DRAWN BY: ER, LT	ENGINEER: DM, SS	CHECKED BY: AM	
<p><i>Meloni Sabales</i> DATE: 9/1/06</p>			

RECORD DRAWINGS



150' TO 160' R/W KAPOLEI PARKWAY EXTENSION
SCALE: 1" = 5'-0"

44' R/W ROADS 'B', 'C', & 'D'
SCALE: 1" = 5'-0"

40' R/W ROADS 'D-T', 'E' & 'E-T'
SCALE: 1" = 5'-0"

50' R/W ROADS 'D', 'F', 'G', 'H' & 'J'
SCALE: 1" = 5'-0"

80' R/W ROAD 'A'
SCALE: 1" = 5'-0"

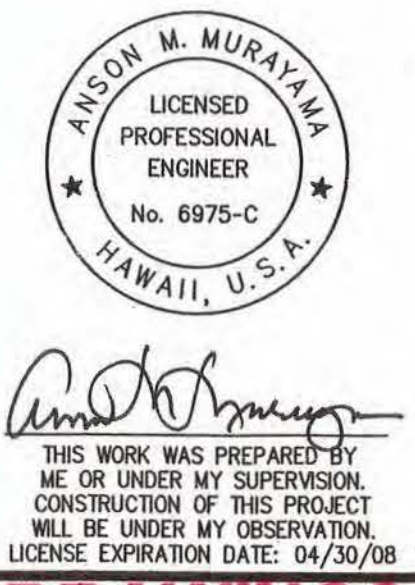
TYPICAL SWALE SECTION BETWEEN ADJOINING LOTS
NOT TO SCALE

TYPICAL DOUBLE SWALE SECTION AT ADJOINING LOTS
NOT TO SCALE

GENERAL EARTHWORK IN RESIDENTIAL AREAS (INCLUDING DRIVEWAY/GARAGE)
NOT TO SCALE

GENERAL EARTHWORK IN COMMERCIAL/RETAIL AND DHHL OFFICE SITE
NOT TO SCALE

NOTE:
SITE PREPARATION SHALL BE PER THE SOILS REPORT. THE DEVELOPMENT AREA SHALL BE CLEARED AND GRUBBED OF ALL TREES, VEGETATION, DEBRIS, RUBBISH, AND OTHER DELETERIOUS MATERIALS. THESE MATERIALS SHALL BE REMOVED AND DISPOSED OF OFF SITE. AFTER CLEARING AND REMOVAL OF UNSUITABLE SURFACE MATERIAL, THE AREA SHOULD BE PROOF-ROLLED TO LOCATE SOFT AND YIELDING SPOTS. SOFT OR YIELDING AREAS ENCOUNTERED SHALL BE OVER-EXCAVATED TO EXPOSE FIRM SOIL SURFACES AND STABILIZED BY BACKFILLING WITH SELECT MATERIAL PLACED IN 8-INCH THICK, LOOSE LIFTS, MOISTURE CONDITIONED TO AT LEAST 2 TO 3 PERCENT ABOVE THE OPTIMUM MOISTURE CONTENT AND COMPACTED TO 90 PERCENT RELATIVE COMPACTION. THE CONTRACTOR SHALL ALSO STRIP 8 INCHES OF THE ORGANIC MATERIAL FROM THE DEVELOPMENT AREA (EXCLUDING THE PARK) AND RECYCLE THIS MATERIAL FOR FILL IN THE PARK. TOP 6 INCHES OF SUBGRADE SHALL BE SCARIFIED / MOISTURE-CONDITIONED AND RECOMPACTED TO 90 PERCENT OF MAXIMUM DRY DENSITY.



REVISION DATE	DESCRIPTION	MADE BY	APPROVED

Community Planning and Engineering, Inc.
Engineering Design | Construction Management | Infrastructure Planning
1100 Alakea Street, Sixth Floor Honolulu, Hawaii

EAST KAPOLEI I DEVELOPMENT (MASS GRADING)
(DPP SUBD. FILE NO. 2005/SUB-317)
HONOLULU, EWA, OAHU, HAWAII
OWNER & DEVELOPER: DEPARTMENT OF HAWAIIAN HOME LANDS
TAX MAP KEY: 9-1-16: 108

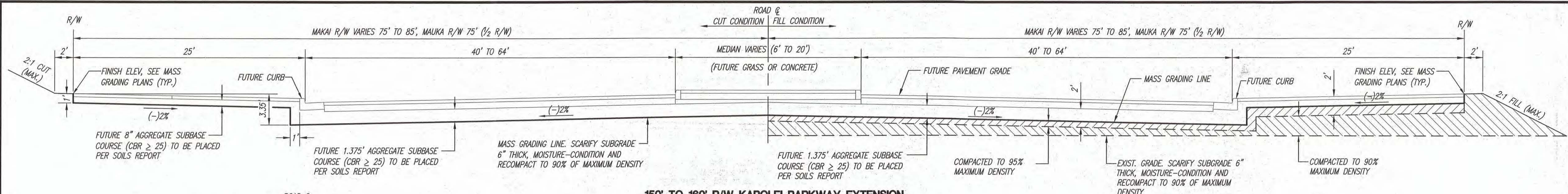
MASS GRADING SECTIONS

DRAWN BY: LT	ENGINEER: DM, SS	CHECKED BY: AM
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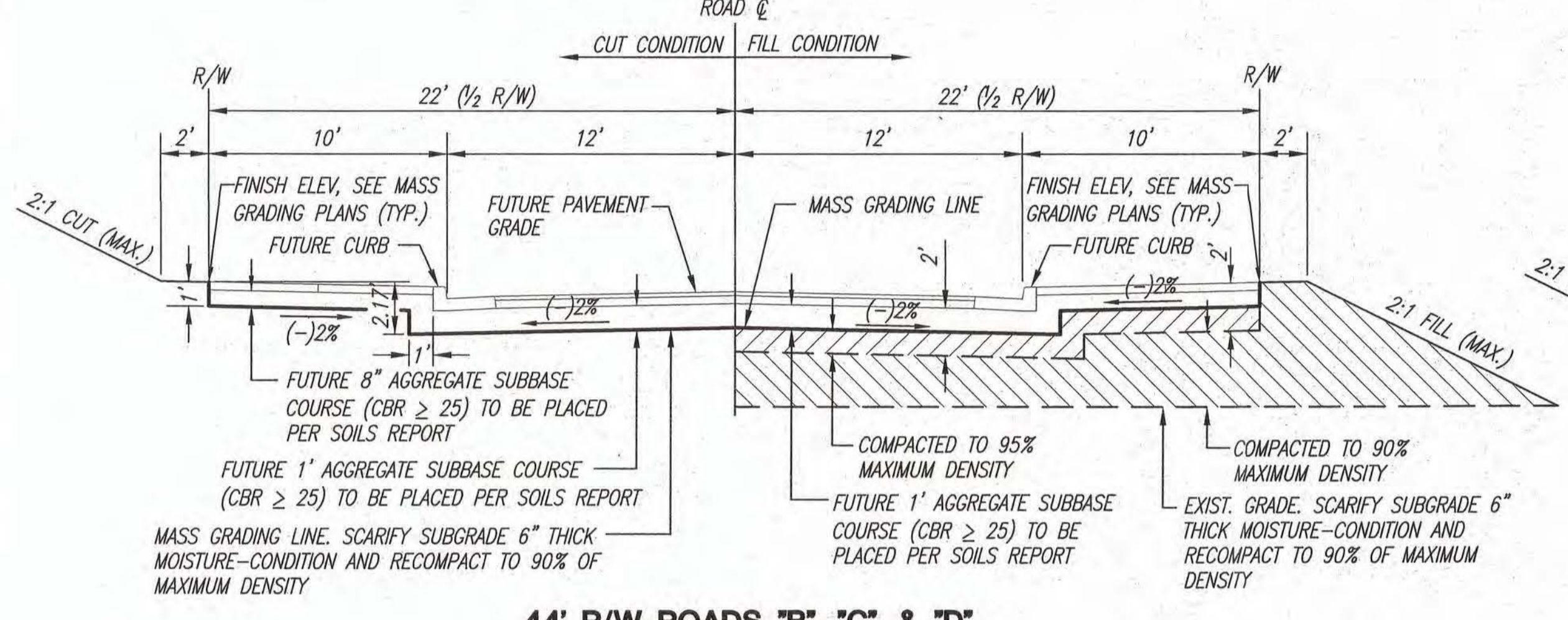
APPROVED: (FOR GRADING ONLY)
Melina Sakuma
CHIEF, CIVIL ENGINEERING BRANCH, D.P.P.

DATE: 2/12/06

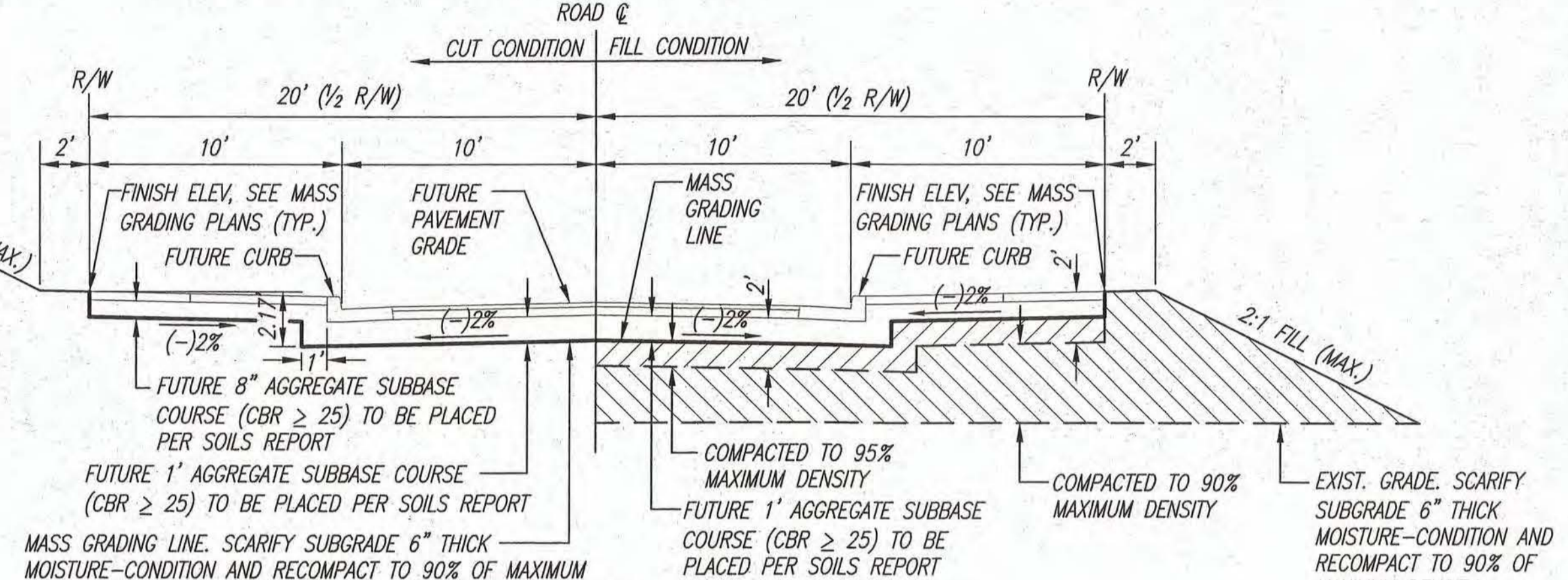
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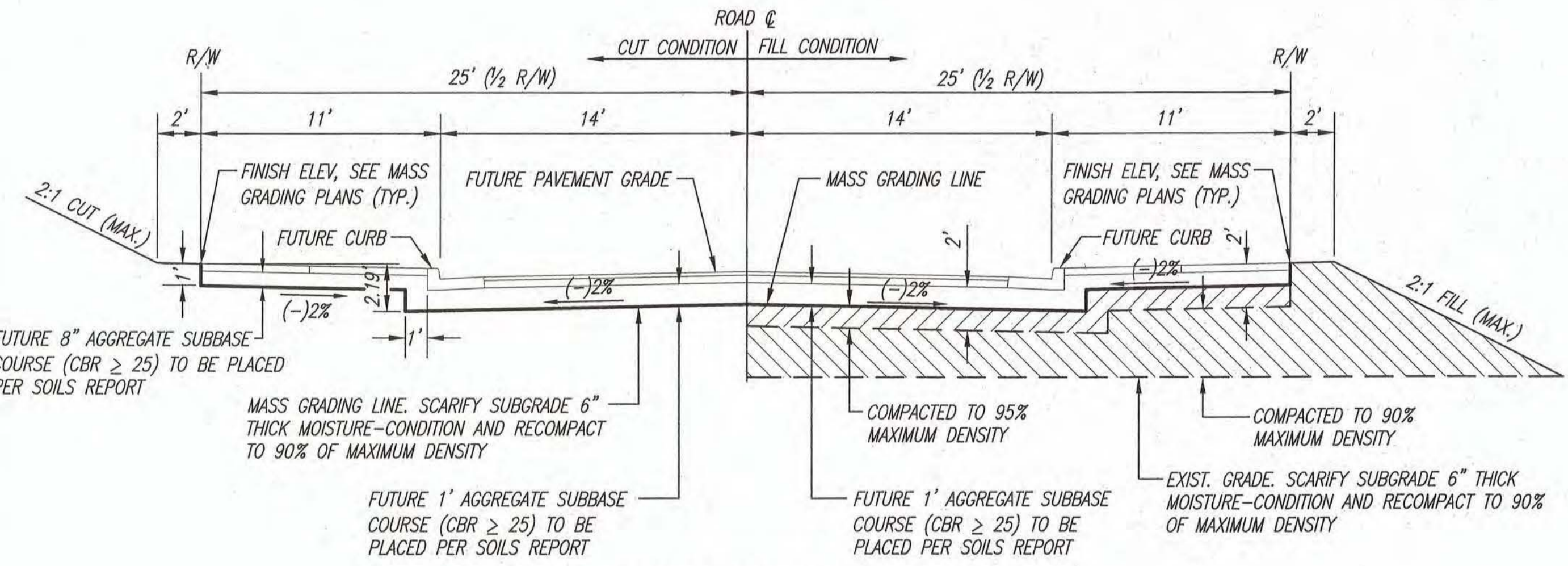
150' TO 160' R/W KAPOLEI PARKWAY EXTENSION
SCALE: 1" = 5'-0"



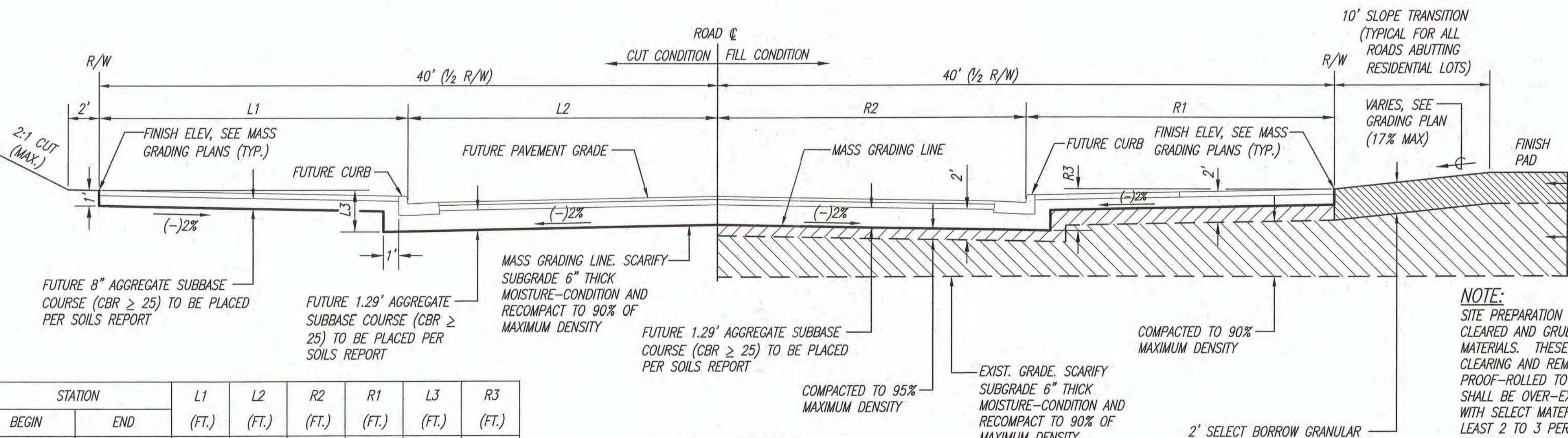
44' R/W ROADS 'B', 'C', & 'D'
SCALE: 1" = 5'-0"



40' R/W ROADS 'D-T', 'E' & 'E-T'
SCALE: 1" = 5'-0"



50' R/W ROADS 'D', 'F', 'G', 'H' & 'J'
SCALE: 1" = 5'-0"



80' R/W ROAD 'A'
SCALE: 1" = 5'-0"

STATION	L1	L2	R2	R1	L3	R3
BEGIN						
1+00	4+62.76	8	27	27	18	2.46
5+46.76	11+65.76	8	26	26	20	2.46
12+49.76	END	10	25	25	20	2.50

NOTE:
SITE PREPARATION SHALL BE PER THE SOILS REPORT. THE DEVELOPMENT AREA SHALL BE CLEARED AND GRUBBED OF ALL TREES, VEGETATION, DEBRIS, RUBBISH, AND OTHER DELETERIOUS MATERIALS. THESE MATERIALS SHALL BE REMOVED AND DISPOSED OF OFF SITE. AFTER CLEARING AND REMOVAL OF UNSUITABLE SURFACE MATERIAL, THE AREA SHOULD BE PROOF-ROLLED TO LOCATE SOFT AND YIELDING SPOTS. SOFT OR YIELDING AREAS ENCOUNTERED SHALL BE OVER-EXCAVATED TO EXPOSE FIRM SOIL SURFACES AND STABILIZED BY BACKFILLING WITH SELECT MATERIAL PLACED IN 8-INCH THICK, LOOSE LIFTS, MOISTURE CONDITIONED TO AT LEAST 2 TO 3 PERCENT ABOVE THE OPTIMUM MOISTURE CONTENT AND COMPACTED TO 90 PERCENT RELATIVE COMPACTION. THE CONTRACTOR SHALL ALSO STRIP 8 INCHES OF THE ORGANIC MATERIAL FROM THE DEVELOPMENT AREA (EXCLUDING THE PARK) AND RECYCLE THIS MATERIAL FOR FILL IN THE PARK. TOP 6 INCHES OF SUBGRADE SHALL BE SCARIFIED / MOISTURE-CONDITIONED AND RECOMPACTED TO 90 PERCENT OF MAXIMUM DRY DENSITY.

7-11-07	REV. SECTIONS FOR ROADS "A" THRU "J" & KAPOLEI PKWY EXT.	CPE	
REVISION DATE	DESCRIPTION	MADE BY	APPROVED

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1100 Alakea Street, Sixth Floor Honolulu, Hawaii

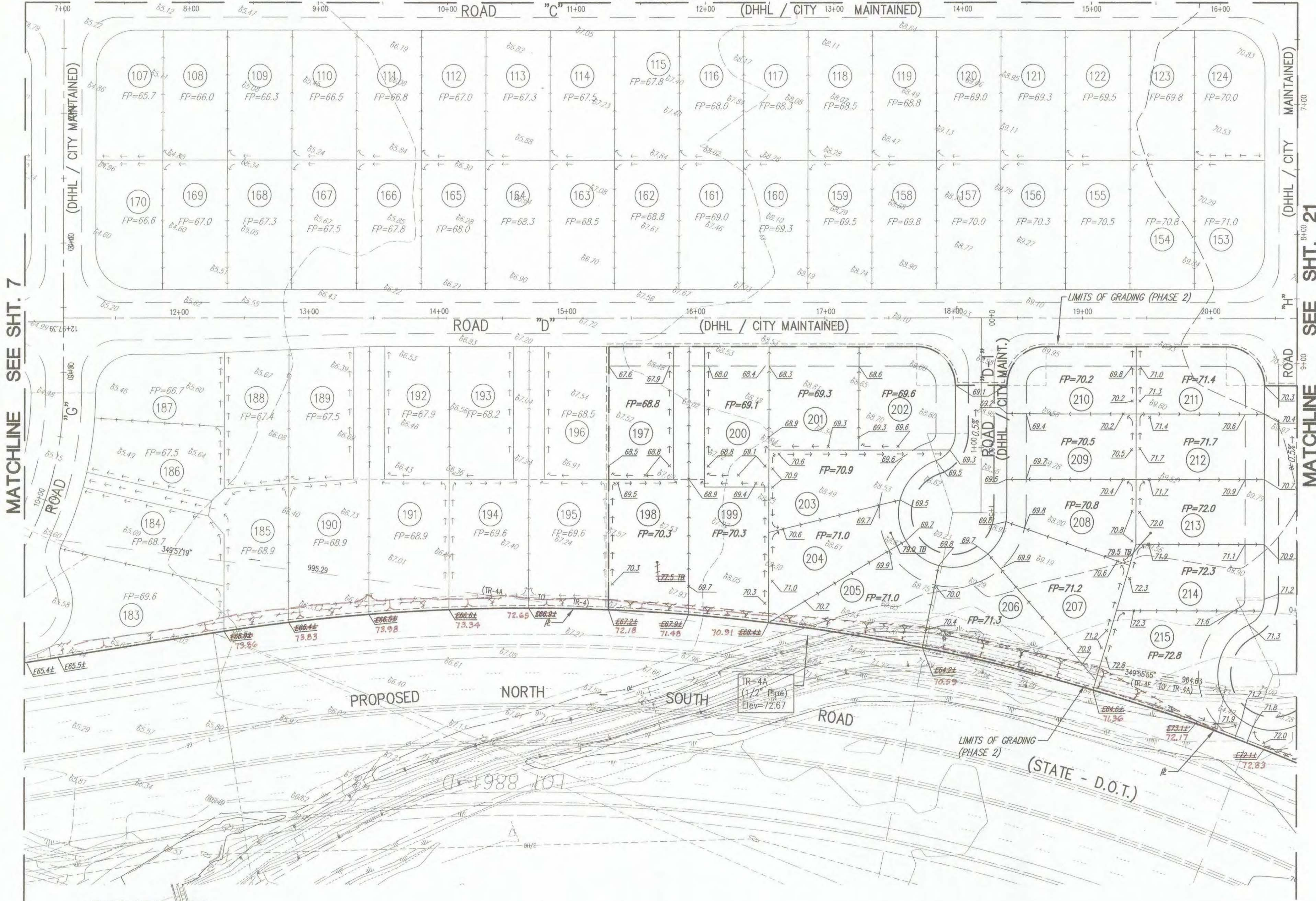
EAST KAPOLEI I DEVELOPMENT (MASS GRADING)
(DPP SUBD. FILE NO. 2005/SUB-317)
HONOLULU, EWA, OAHU, HAWAII
OWNER & DEVELOPER: DEPARTMENT OF HAWAIIAN HOME LANDS
TAX MAP KEY: 9-1-16: 108

MASS GRADING SECTIONS

DRAWN BY: SS	ENGINEER: SS	CHECKED BY: AM
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MATCHLINE SEE SHT. 8

TRUE NORTH
Scale: 1 in. = 40 ft.

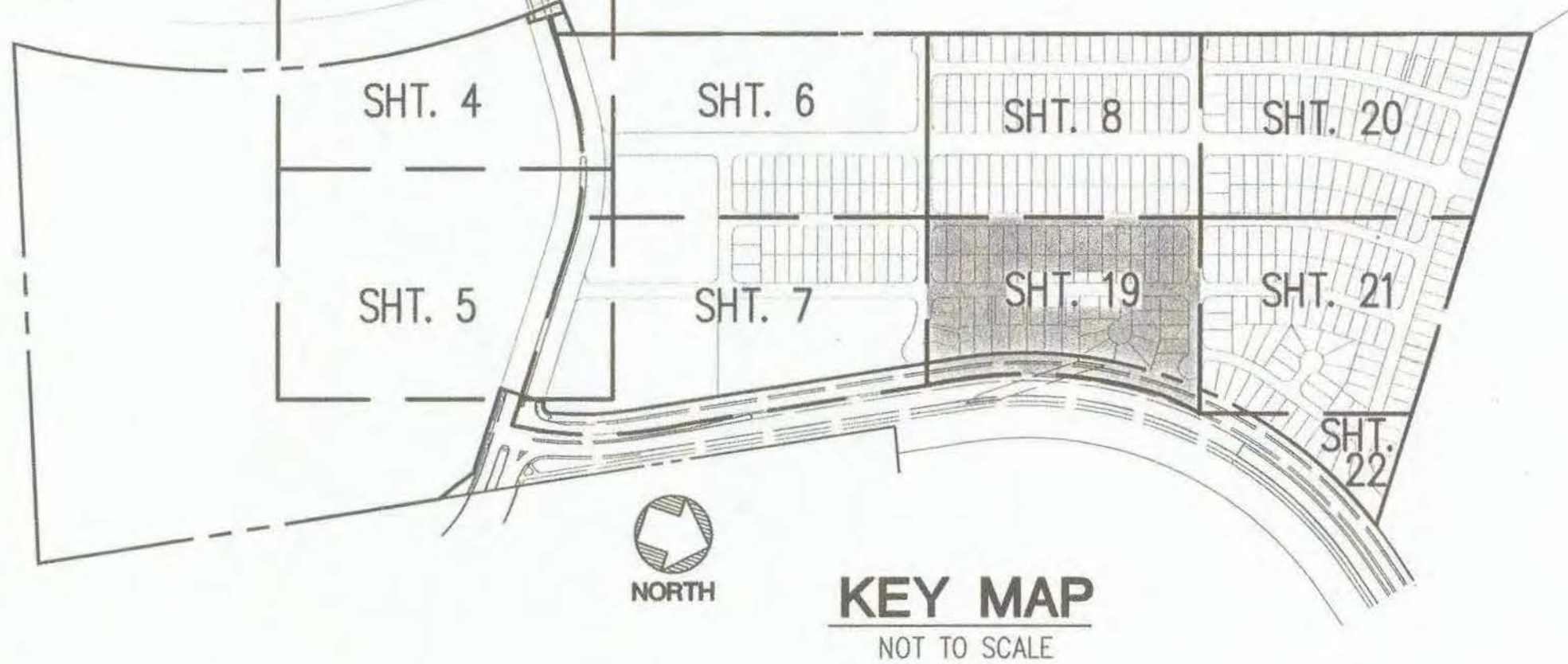


- LEGEND**
- FINISH CONTOUR W/ ELEVATION
 - FINISH SPOT ELEVATION
 - EXISTING SPOT ELEVATION
 - PROPERTY LINE
 - FINISH GRADE SWALE PATTERN
 - DIRECTION OF FLOW (TYP.)
 - LIMITS OF GRADING
 - LOT NUMBER

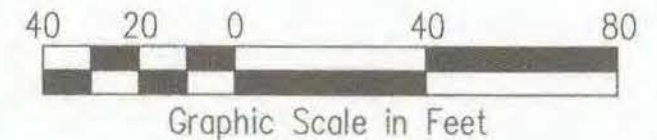
- NOTES:**
1. REMOVE ALL "KEEP OUT" GOVERNMENT PROPERTY SIGNS, POST AND CONCRETE FOOTINGS WITHIN THE PROPERTY. BACKFILL RESULTING HOLES WITH MATERIAL MEETING SPECIFICATION FOR FILL MATERIAL.
 2. PRIOR TO START OF PHASE 2 MASS GRADING, THE CONTRACTOR SHALL REMOVE TEMPORARY BERM AND TEMPORARILY STOCKPILE ALONG BERM WITHIN UH PROPERTY.

**EARTHWORK SUMMARY
(FOR PERMIT PURPOSES ONLY)**

PHASE NO.	EXCAVATION (CU. YDS.)	EMBANKMENT (CU. YDS.)	AREA TO BE GRADED (ACRES)
1	49,500	139,100	86.1
2	2,200	34,400	10.7
TOTAL	51,700	173,500	96.8



**MASS GRADING PLAN - 6A
PHASE 2**
SCALE: 1"=40'



APPROVED:
(FOR GRADING ONLY)
Meloni Sabalera
DATE: 2/12/01

RECORD DRAWINGS

REVISION DATE	DESCRIPTION	MADE BY	APPROVED
<p>Community Planning and Engineering, Inc. Engineering Design Construction Management Infrastructure Planning 1100 Alakea Street, 8th Floor Honolulu, Hawaii</p> <p>EAST KAPOLEI I DEVELOPMENT (MASS GRADING) (DPP SUBD. FILE NO. 2005/SUB-317) HONOLULULI, EWA, OAHU, HAWAII OWNER & DEVELOPER: DEPARTMENT OF HAWAIIAN HOME LANDS TAX MAP KEY: 9-1-16: 108</p> <p>MASS GRADING PLAN - 6A PHASE 2</p>			
DRAWN BY: ER, LT	ENGINEER: DM, SS	CHECKED BY: AM	
<p>APPROVED: (FOR GRADING ONLY)</p> <p><i>Meloni Sabalera</i> DATE: 2/12/01</p>			
FILE	POCKET	FOLDER	NO.

MATCHLINE SEE SHT. 20

TRUE NORTH
Scale: 1 in. = 40 ft.

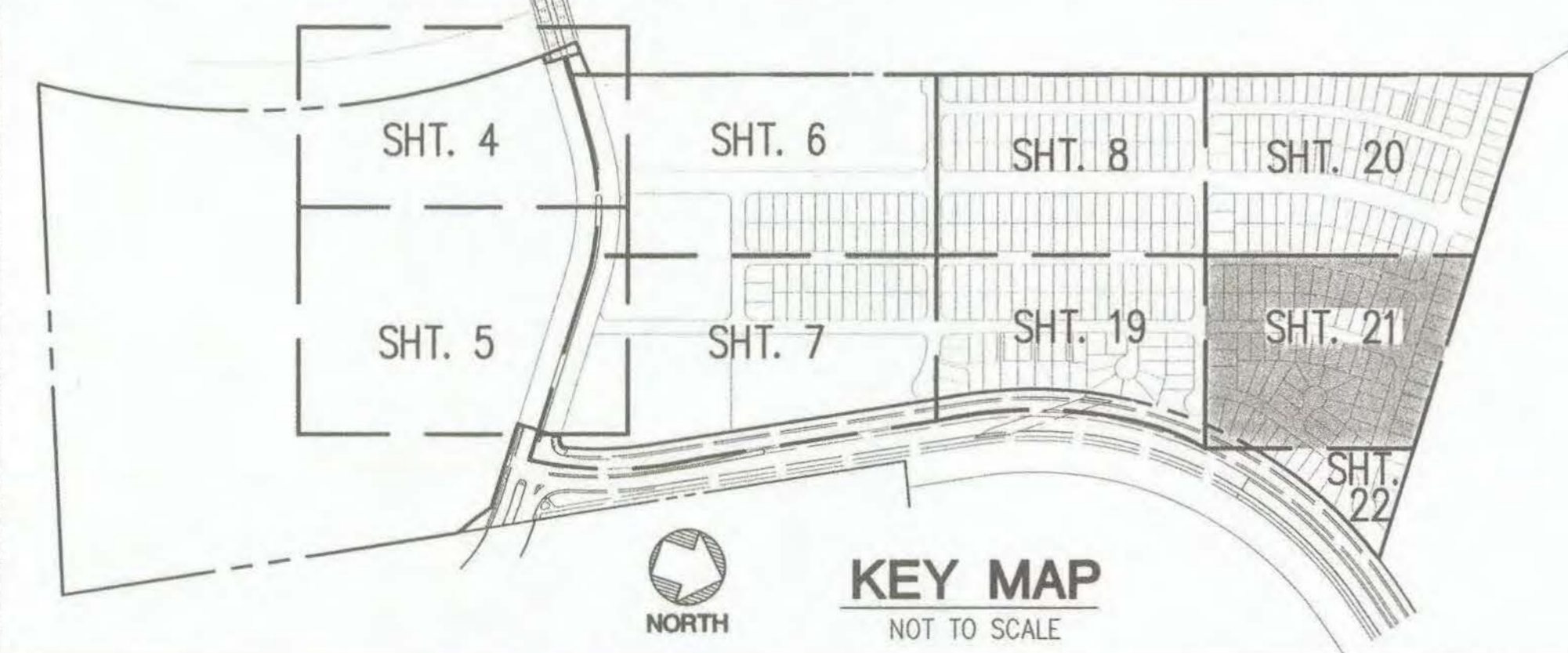


LIMITS OF GRADING (PHASE 2)
CONSTRUCT TEMPORARY 10-FOOT HIGH BERM SEE DETAIL SHT. 13
TEMPORARY BERM
OWNER: UNIVERSITY OF HAWAII

LEGEND

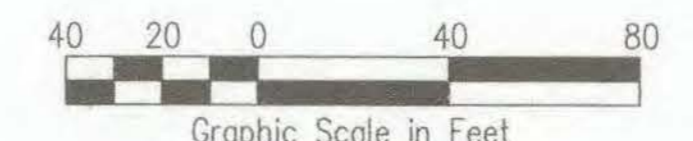
	FINISH CONTOUR W/ ELEVATION
	FINISH SPOT ELEVATION
	EXISTING SPOT ELEVATION
	EXISTING PROPERTY LINE
	FINISH GRADE SWALE PATTERN
	DIRECTION OF FLOW (TYP.)
	LOT NUMBER
	LIMITS OF GRADING
	NEW DRAIN LINE

MATCHLINE SEE SHT. 22



**MASS GRADING PLAN - 8A
PHASE 2**
SCALE: 1"=40'

- NOTES:**
- REMOVE ALL "KEEP OUT" GOVERNMENT PROPERTY SIGNS, POST AND CONCRETE FOOTINGS WITHIN THE PROPERTY. BACKFILL RESULTING HOLES WITH MATERIAL MEETING SPECIFICATION FOR FILL MATERIAL.
 - PRIOR TO START OF PHASE 2 MASS GRADING, THE CONTRACTOR SHALL REMOVE TEMPORARY BERM AND TEMPORARILY STOCKPILE ALONG BERM WITHIN UH PROPERTY.



THIS WORK WAS PREPARED BY ME OR UNDER MY SUPERVISION. CONSTRUCTION OF THIS PROJECT WILL BE UNDER MY OBSERVATION. LICENSE EXPIRATION DATE: 04/30/08

REVISION DATE	DESCRIPTION	MADE BY	APPROVED
Community Planning and Engineering, Inc. Engineering Design Construction Management Infrastructure Planning 1100 Alakea Street, Sixth Floor Honolulu, Hawaii			
EAST KAPOLE I DEVELOPMENT (MASS GRADING) (DPP SUBD. FILE NO. 2005/SUB-317) HONOLULU, EWA, OAHU, HAWAII OWNER & DEVELOPER: DEPARTMENT OF HAWAIIAN HOME LANDS TAX MAP KEY: 9-1-16: 108			
MASS GRADING PLAN - 8A PHASE 2			
DRAWN BY: ER, LT	ENGINEER: DM, SS	CHECKED BY: AM	
APPROVED: (FOR GRADING ONLY)			
Melvin S. Jones CHIEF, CIVIL ENGINEERING BRANCH, DPP			a/m/06 DATE
FILE	PROJECT	FOLDER	NO.

RECORD DRAWINGS

MATCHLINE SEE SHT. 21

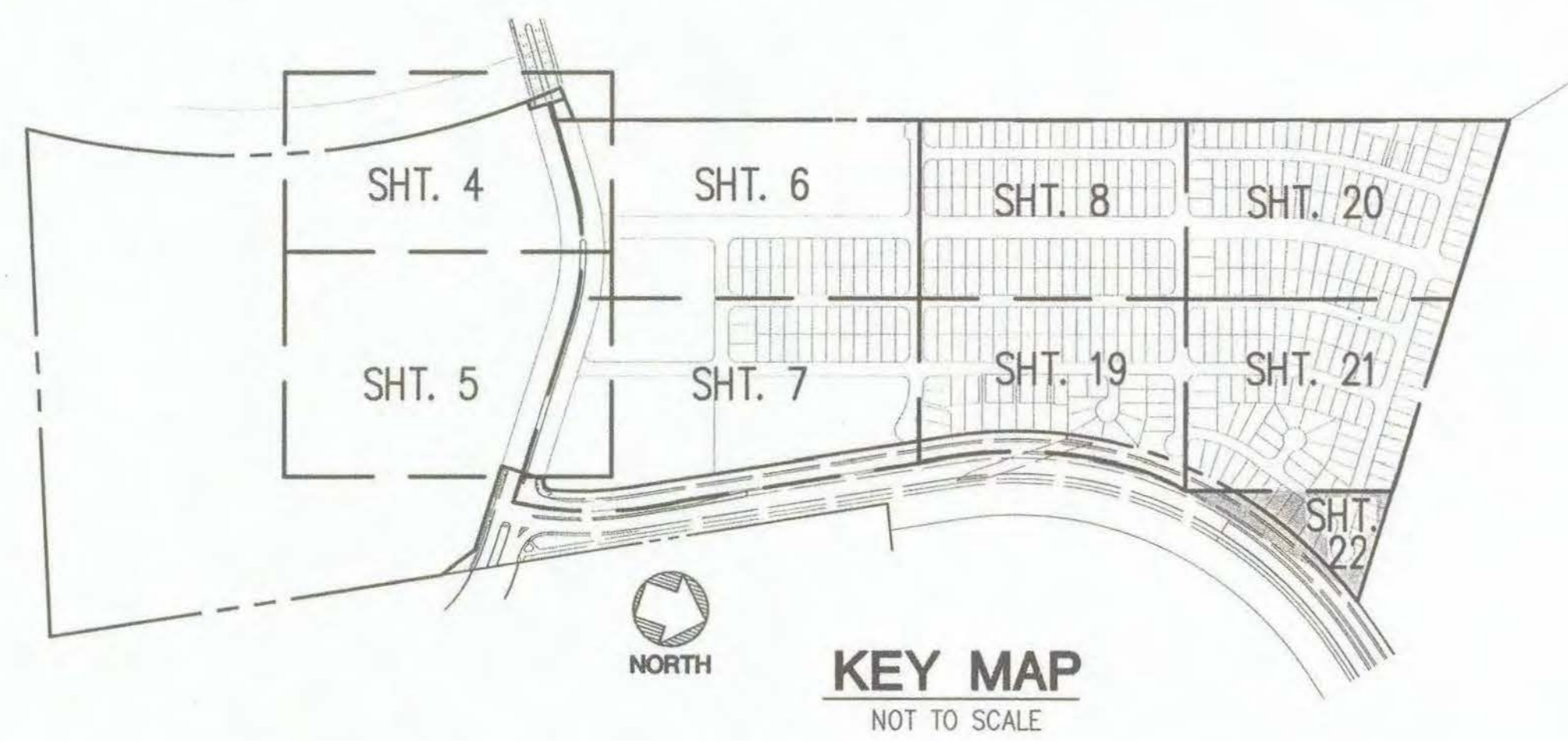


LEGEND

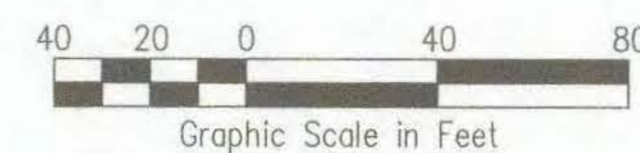
- FINISH CONTOUR W/ ELEVATION
- FINISH SPOT ELEVATION
- EXISTING SPOT ELEVATION
- EXISTING PROPERTY LINE
- FINISH GRADE SWALE PATTERN
- DIRECTION OF FLOW (TYP.)
- LOT NUMBER
- LIMITS OF GRADING
- NEW DRAIN LINE

NOTES:

1. REMOVE ALL "KEEP OUT" GOVERNMENT PROPERTY SIGNS, POST AND CONCRETE FOOTINGS WITHIN THE PROPERTY. BACKFILL RESULTING HOLES WITH MATERIAL MEETING SPECIFICATION FOR FILL MATERIAL.
2. PRIOR TO START OF PHASE 2 MASS GRADING, THE CONTRACTOR SHALL REMOVE TEMPORARY BERM AND TEMPORARILY STOCKPILE ALONG BERM WITHIN UH PROPERTY.



**MASS GRADING PLAN - 9A
PHASE 2**
SCALE: 1"=40'



Handwritten signature
THIS WORK WAS PREPARED BY ME OR UNDER MY SUPERVISION. CONSTRUCTION OF THIS PROJECT WILL BE UNDER MY OBSERVATION.
LICENSE EXPIRATION DATE: 04/30/08

REVISION DATE	DESCRIPTION	MADE BY	APPROVED
<p>Community Planning and Engineering, Inc. Engineering Design Construction Management Infrastructure Planning 1100 Alakea Street, Sixth Floor Honolulu, Hawaii</p> <p>EAST KAPOLEI I DEVELOPMENT (MASS GRADING) (DPP SUBD. FILE NO. 2005/SUB-317) HONOLULU, EWA, OAHU, HAWAII OWNER & DEVELOPER: DEPARTMENT OF HAWAIIAN HOME LANDS TAX MAP KEY: 9-1-16: 108</p> <p>MASS GRADING PLAN - 9A PHASE 2</p>			
DRAWN BY: ER, LT	ENGINEER: DM, SS	CHECKED BY: AM	
APPROVED: (FOR GRADING ONLY)			
<i>Meloni Sakeluna</i> CHIEF, CIVIL ENGINEERING BRANCH, D.P.P.			<i>a/v/01</i> DATE

RECORD DRAWINGS

SPECIFICATIONS
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DIVISION 2 - SITE WORK

SECTION 02100 –GRUBBING

PART 1 – GENERAL

1.01 GENERAL CONDITIONS: The General Conditions and Special Provisions preceding these specifications shall govern this section of the work.

1.02 WORK INCLUDED

- A. Furnish all labor, materials, equipment and tools necessary to accomplish all grubbing work as indicated on the plans and as specified herein.
- B. It shall be the responsibility of the Contractor to examine the project site and determine for himself the existing conditions.
- C. Obvious conditions of the site existing on the date of the bid opening shall be accepted as part of the work, even though they may not be clearly indicated on the plans and/or described herein or may vary therefrom.
- D. All debris of any kind accumulated from grubbing shall be disposed of off-site weekly and the whole area left clean. The Contractor shall be required to make all necessary arrangements related to the proposed place of disposal.
- E. Burning onsite will not be permitted.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.01 SEQUENCE OF WORK: All sequence of work shall be subject to the approval of the Engineer.

3.02 PROTECTION

- A. Adequate precautions shall be taken before commencing and during the course of the work to insure the protection of life, limb and property.
- B. The Contractor shall protect from damage all surrounding structures, trees, plants, grass, walks, pavements, utility boxes, etc. Any damages will be repaired or replaced by the Contractor to the satisfaction of the Construction Manager.

3.03 PERMITS: The Contractor shall apply for and obtain the necessary permits prior to the commencement of work. The Contractor shall pay for all fees.

3.04 BARRICADE: Erect temporary barricade to prevent people and animals from entering the project area, to the extent as approved by the Engineer. Such barricades shall not be less than 5'-0" in height. The extent of barricades may be adjusted as necessary with the approval of the Engineer. This work shall be accomplished to the satisfaction of the Department and at no extra cost to the Department. Barricades shall be removed upon completion of work and job site premises left clean.

3.05 MAINTAINING TRAFFIC

- A. The Contractor shall conduct operations with minimum interference to streets, driveways, sidewalks, etc.
- B. When necessary, the Contractor shall provide, erect and maintain lights, barriers, etc., as required by traffic and safety regulations with special attention to protection of life.

3.06 CONSTRUCTION LINES, LEVELS AND GRADES

- A. The Contractor shall verify all lines, levels and elevations indicated on the plans before any clearing, excavation or construction begins. Any discrepancy shall be immediately brought to the attention of the Engineer and any change shall be made in accordance with his instruction. The Contractor shall not be entitled to extra payment if he fails to report the discrepancies before proceeding with any work whether within the area affected or not.
- B. All lines and grades shall be established by a Surveyor licensed in the State of Hawaii.

3.07 GRUBBING

- A. The Contractor shall grub the ground surface along the proposed barrier wall as required to construct the wall. Grubbing shall include removal of grass, weeds, tree roots, shrubbery roots and organics including roots and organics below 4" of existing grade.
- B. No excavation shall be undertaken until area has been grubbed.

3.08 CONTRACT ZONE LIMITS: The Contract Zone Limits shown on the plans indicate only in general the limits of the work involved. The Contractor, however, is required to perform any and all necessary and incidental work which may fall outside of these demarcation lines.

- 3.09 VERIFICATION OF EXISTING GRADES: Verify existing grades, inverts, and improvements before any clearing and grubbing work is done. Immediately bring to the attention of the Engineer any discrepancy, and make any changes in accordance with his instructions. Starting of clearing and grubbing operations will be construed to mean that the Contractor agrees that the existing grades, inverts, and improvements are essentially correct as indicated. No extra compensation will be allowed if existing grades, inverts, and improvements are in error after verification thereof or if he fails to report the discrepancies before proceeding with any work.
- 3.10 CLEAN-UP: Clean up and remove all debris accumulated from construction operations from time to time, when and as directed by the Engineer. Upon completion of the construction work and before final acceptance of work, remove all surplus materials, equipment, etc., and leave entire job site clean and neat.

END OF SECTION

DIVISION 2 SITEWORK

SECTION 02210 – SITE EARTHWORK

PART 1 – GENERAL

1.01 GENERAL CONDITIONS: The General Conditions and Special Provisions preceding these specifications shall govern this section of the work.

1.02 WORK INCLUDED: Furnish all labor, materials, services, equipment and related items necessary to excavate, fill, remove, transport, stockpile and dispose of all materials within the limits of the project required to construct the site work improvements in accordance with these specifications, dimensions, sections and details shown on the plans, and the approval of the Department.

1.03 RELATED WORK IN OTHER SECTIONS

Temporary Soil Erosion Control.....Section 02270

1.04 SUBSURFACE SOIL DATA: Subsurface soil investigations have been made at the project site. A copy of the complete report entitled “Geotechnical Exploration Report – Department of Hawaiian Home Lands– Proposed Kanehili Sound-Safety Wall, Kapolei, Ewa, Oahu, Hawaii,” dated October 2013, prepared by PSC Consultants LLC is available with these bid documents. Test pit and boring logs are shown in the soils report.

The Contractor is expected to examine the site and the record of soil investigation and decide for himself the character of materials to be encountered. The Engineer will not assume responsibility for variations of subsoil quality or condition at locations other than places shown and at the time investigations were made.

1.05 PROTECTION

A. Erosion Control: The Contractor shall incorporate into his work schedule the Temporary Erosion Control Measures and the Permanent Erosion Control procedures indicated on the plans and as specified in the contract.

B. Dust Control: Every effort shall be made by the Contractor to keep dust to a minimum. Spraying the ground with water or other means of control shall be used wherever possible. The Contractor shall have an adequate supply of water for moisture conditioning of fill material.

Without limiting the generality or applicability of other indemnity provisions of the contract, the Contractor agrees that he shall indemnify and hold harmless the Department from and against all suits, actions, claims, demands, damages, costs and expenses (including but not limited to attorney’s fees) arising out of any

damage to any property whatsoever or injury to any person whomsoever, in any way caused or contributed to by dust from the Contractor's operations.

- C. Existing Utilities and Work Areas: The Contractor shall be responsible for the protection of existing surface and subsurface utilities and poles within and abutting the project site, trench excavations and other work areas.
- D. Finished Grades and Subgrades: All subgrades shall be kept moist until covered by subbase, base course, or concrete. All finished grades shall be kept moist until chemically stabilized. Where shrinkage cracks are noted after compaction of the finished grade, finished grade shall be rescarified, moisture-conditioned to above the optimum moisture content, and recompacted to the specified requirement at no additional cost to the Department. During construction, the Contractor shall properly grade and maintain all excavated surfaces to provide positive drainage and prevent ponding of water. In the event that ponding of water caused softening of the subgrades, the Contractor shall remove the soft soils and shall backfill the excavation with compacted fill at no additional cost to the Department.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. General Fill: On-site material excavated from within the project limits and meeting the requirements for embankment may be utilized as fills unless otherwise recommended by the Geotechnical Engineer during construction. This excavated material shall be used as general fill under the required non-expansive select material as shown on the plans.
- B. Imported Borrow: Additional general fill material needed for general filling shall consist of imported borrow materials that have the same general properties as on-site material described above. Borrow material shall be tested by the geotechnical engineer to evaluate its stability for use as general fill and shall be approved by the Construction Manager.
- C. Non-Expansive Select Material: Non-expansive select material to be used for this project shall consist of crushed coral, basalt gravel, or cinder sand. The non-expansive select material shall be well-graded from coarse to fine with no particles larger than 3 inches in largest dimension. It shall have a plasticity index not exceeding 15 as determined by ASTM D-4318-84; and have maximum 20 percent particles passing the No. 200 sieve. Free draining materials and highly permeable materials shall not be used as select material. Select material shall be tested by the geotechnical engineer for conformance with these requirements prior to delivery to the project site for the intended use. Coralline materials, if properly processed after excavation, are considered suitable for this purpose.

- D. Rocks: Rocks greater than 6 inches in diameter may be used at the bottom of deep fills or may be placed in areas suitable for rock disposal in accordance with the recommendations of the geotechnical engineer. Rocks not used in an engineered fill shall be disposed of as directed by the Construction Manager.
- E. Rock for Fill: In general, the excavated rock materials less than six (6) inches in size may be suitable as fill material. Fill shall conform to Section 14 of the Standard Specifications, except as amended in the Soils Report, and/or on the plans, and/or in the specifications herewith.
- F. Crushed Rock: Conform to Section 15 of the Standard Specifications.

PART 3 – EXECUTION

3.01 GRADING

- A. Notification of Schedule: The Construction Manager shall be notified by the Contractor before any fill is placed; and also at least two weeks in advance before grading operations are scheduled to begin. Further, the Contractor shall advise the Construction Manager of the proposed overall schedule for earthwork operations.
- B. General: All cuts and fills to be constructed shall be monitored by a licensed geotechnical consultant (soils engineer) retained by Department, who shall approve all subgrade preparation, fill material, methods of placing and compaction and perform field density tests during the grading. No deviation from these specifications shall be made except upon the written approval of the Engineer and/or other public agencies having jurisdiction.
- C. Preparation of Subgrades for Areas to Receive Fill:
 - 1. Firm Competent Soils: The area shall be proof rolled to locate soft and yielding spots. The surface to receive fill shall be scarified to a depth of 6 inches until free of large clods, moisture-conditioned to at least 2 to 3 percent above the optimum moisture content and compacted to at least 90 percent of the maximum dry density established by ASTM D1557-91.
 - 2. Soft Wet Soils: Soft, yielding or pumping areas shall be over excavated to firm natural material and stabilized by backfilling with select material placed in 8-inch thick level lifts, moisture-conditioned at least 2 to 3 percent above optimum moisture content and compacted to 90 percent relative compaction.
- D. Soil Fill Placement and Compaction: After completion of the subgrade preparation, general fills or imported borrow materials shall be brought to at least 2 percent

above the optimum moisture content, placed in level lifts not exceeding 8 inches in loose thickness, and compacted to a minimum of 90 percent of the maximum dry density established by ASTM D1557-91. The minimum degree of compaction within the upper 2.5 feet of the finished grade should be 95 percent.

Each lift of non-expansive select material shall be brought to above the optimum moisture content, placed in level lifts not exceeding 8 inches in loose thickness, and compacted to a minimum of 95 percent of the maximum dry density established by ASTM D1557-91.

Each lift of fill shall be thoroughly compacted complete to the edge before the next layer is laid thereon. Compaction shall be obtained with the use of conventional compaction equipment designed for the intended purpose. The incidental compaction achieved by the passage of hauling units over the fill will not be considered adequate.

Each lift of fill material shall be brought to at least 2 to 3 percent above the optimum moisture content to permit compacting to the specified requirements. If the soil moisture content is too high or too low, the soil moisture content shall be adjusted by suitable means before placement. Compaction of each lift of fill (including slopes, berms, etc.) shall be continued until the density as determined by field tests reaches a value of at least 90 percent of the maximum indicated by the aforementioned methods. In lieu of compacting of the slope faces, embankments may be overfilled past the design slope and then cut back.

In all cases where the existing ground surface is steeper than five horizontal to one vertical, the existing ground shall be keyed and benched into the underlying stiff soils when fill is placed on the sloping ground surface.

- E. Excavations: All excavation shall be made to the lines and grades as shown on the project plans. All excavation shall be inspected and approved by the geotechnical engineer. Where conditions encountered require deeper excavation, he shall direct the necessary modifications to be made.

Suitable material from excavation shall be used in the fill, and unsuitable material free of organic material from excavation shall be disposed of offsite.

- F. Slopes: For fill slopes consisting of granular materials (six inches or less in size) and cut slopes, maximum slopes of two horizontal to one vertical (2:1) shall be used. Fill slopes shall be constructed by overfilling and cutting back to the required slope ratio.

- G. Drainage: Care shall be exercised during grading so that areas involved will drain properly. Water shall be prevented from running over the slopes by the temporary

berms or drainage swales. Runoff diversion by ditches shall be completed in the time specified in the Proposal.

- H. Field Testing: The Construction Manager shall be notified seven (7) days prior to the start of grading. A pre-grading conference shall be held between the parties involved so as to discuss methods of operations, site problems and scheduling. Field density tests shall be taken by the geotechnical engineer retained by the Department.
- I. Supervision: At all times, the Contractor shall have a responsible field superintendent on the project in full charge of the work with authority to make decisions. He shall cooperate with the Construction Manager in carrying out the work. Any instructions given to him by Construction Manager shall be considered to have been given to the Contractor personally.
- J. Rainy Weather: No fill shall be placed, spread or rolled during unfavorable weather. When the work is interrupted by rain, operations shall not be resumed until field tests by the Engineer indicate that conditions will permit satisfactory results.
- K. Unforeseen Conditions: If unforeseen or undetected soil conditions such as soft spots, existing utility trenches, structure foundations, voids or cavities, boulders, seepage water or expansive soil pockets, etc. are encountered, the Contractor at his sole expense shall make all necessary corrective measures in the field as such conditions are detected.

3.02 UNSUITABLE EXCAVATED MATERIAL: The Contractor shall remove from the site all unsuitable excavated material unless specified otherwise by the Construction Manager. Unsuitable material containing organic material shall be disposed of off-site.

Removal, including hauling and disposal, of the unsuitable material will not be paid for directly, but shall be considered incidental to the project.

3.03 MAINTENANCE OF CHEMICALLY STABILIZED GRADED AREA

- A. Maintenance shall include, but is not limited to:
 - 1. Protect areas susceptible to traffic by erecting barricades immediately after stabilization.
 - 2. Maintain chemically stabilized area per manufacturer's specifications.
 - 3. Keep stabilized area free of weeds and undesirable grasses through daily weeding, if required. Remove the entire root system. Dispose of all weeds in appropriate trash containers.

4. Inspect area for disease or insect damage weekly. Treat affected material immediately.

END OF SECTION

SECTION 02270 – TEMPORARY SOIL EROSION CONTROL

PART 1 – GENERAL

- 1.01 GENERAL CONDITIONS: The General Conditions and Special Provisions preceding these specifications shall govern this section of the work.

- 1.02 WORK INCLUDED: Submit three (3) sets of the erosion control materials for approval by the Engineer. Furnish all labor, materials, services, equipment and related items necessary to implement the temporary erosion control measures, submitted separately, as required by these specifications and as ordered by the Engineer during the life of the contract to control water pollution through the use of berms, dikes, dams, sediment basins, fiber mats, netting, gravel, mulches, grasses, slope drains, and other erosion control devices or methods.
 - A. Temporary erosion and siltation control measures as described herein shall be applied to any erodible material within this project, including local material sources and work areas.

 - B. The Contractor shall be responsible for providing the necessary erosion control measures which are shown on the plans or which may be ordered by the Engineer. All grading operations shall be performed in conformance with the applicable provisions of the “Water Pollution Control and Water Quality Standards” contained in the “Public Health Regulations,” State Department of Health.

 - C. The Contractor shall be responsible for promptly (next day after storms) removing all silt and debris resulting from his work and deposited in drainage facilities, roadways, neighboring lands, and other areas.

1.03 RELATED WORK IN OTHER SECTIONS

Site EarthworkSection 02210

PART 2 – PRODUCTS

2.01 MATERIALS

- A. Mulches: To be bagasse, hay, straw, fiber mats, netting, wood cellulose, bark, wood chips, or other suitable material acceptable to the Engineer and shall be reasonably clean and free of noxious weeds and deleterious materials.

- B. Slope Drains: To be constructed of fiber mats, plastic sheets, or other materials acceptable to the Engineer.

- C. Catch Basin Inlet Filters: “True Dam” sediment filter (by Dandy Products, Inc.) or approved equal.

PART 3 – EXECUTION

3.01 TEMPORARY EROSION CONTROL

- A. The Construction Manager has the authority to limit the surface area exposed by clearing and grubbing and to limit the surface area exposed by excavation, borrow and fill operations. The Construction Manager may also direct the Contractor to provide immediate, permanent, or temporary pollution control measures to prevent contamination of streams, drainage channels and pipes, roads, neighboring lands, and other areas.

Except for specified measures which may be shown on the plans, the Contractor shall determine the appropriate erosion control measures to use. Such work may involve the construction of temporary berms, dikes, dams, sediment basins, and slope drains, and the use of temporary mulches, mats, and grassing, or the construction and use of other control devices or methods as necessary to control erosion.

- B. The Contractor shall incorporate all erosion control measures shown in the plans. The erosion controls may be modified as necessary to adjust to conditions that develop during construction. All modifications are subject to approval by the Engineer.
- C. The Contractor shall limit the surface area exposed by grubbing, stripping of topsoil, and grading to that which is necessary for him to perform the next operation and which is within his capability and progress in keeping the finish grading, mulching, grassing, and other such pollution control measures current.

The grubbing of the vegetative root mat and stumps and the stripping of topsoil shall be confined within the limits of grading which can be actively and continuously prosecuted within 15 calendar days. The area to be graded shall be limited to the minimum area necessary to accommodate the Contractor's equipment and work force and shall not at any time exceed 15 acres, unless otherwise stated on plans, without prior approval of the Construction Manager.

Any area remaining bared or cleared for more than 10 calendar days and which is not within the limits of active construction shall be immediately hydro-mulch seeded or remedied as directed by the Engineer at the Contractor's expense without cost to the Department. All areas where finish grading has been completed shall be grassed within three calendar days after the completion of grading for that area.

- D. The Contractor shall, at the end of each work operation in any one day, shape the earthwork in such a manner as to control and direct the runoff to minimize the erosion of soils. He shall construct earth berms along the top edges of embankments or along the property line with adjacent properties, streams and water channels, to intercept any runoff. Temporary slope drains shall be provided to carry

runoff from the top of cuts and fills. Temporary facilities for controlled discharges shall be provided for runoff impounded, directed, or controlled by project activities or by any erosion control measure employed.

- E. Cut slopes shall be shaped, topsoil added if necessary, and planted as the work progresses. In no case shall the exposed surface be greater than 15 feet in height. Whenever major excavation is suspended or halted and the slope is bared for more than 15 consecutive days, the exposed surfaces shall be hydro-mulch seeded or protected as directed by the Engineer at the Contractor's expense without cost to the Department of Hawaiian Home Lands.

Fill slopes shall be finished as specified and in accordance with the requirements outlined for cut slopes above.

- F. Construction of berms, cofferdams, or other such construction in or near the vicinity of streams, ponds, waterways, or other bodies of water shall be with approved materials.
- G. The temporary erosion and siltation control measures outlined in these specifications are minimum requirements and shall not preclude the provision of any additional measures which the Contractor may deem necessary. Damages caused by the erosion of soils and the pollution of downstream areas shall be the responsibility of the Contractor and all costs for repairing, correcting, replacing and cleaning damaged or polluted facilities shall be borne by the Contractor.

END OF SECTION

SECTION 02444 – CHAIN-LINK FENCING

PART 1 - GENERAL

- 1.01 GENERAL CONDITIONS: The General Conditions and Special Provisions preceding these specifications shall govern this section of the work.
- 1.02 WORK INCLUDED: This Section includes the installation of new fencing and connection to the existing Kanehili Subdivision perimeter fence. Work shall be governed by Section 54 – Chain-Link Fence of the DPW Standard Specifications.
- 1.03 GENERAL REQUIREMENTS
- A. Submittals: Submit the following in accordance with the Special Provisions.
1. Shop Plans: Submit shop plans for approval.

PART 2 - PRODUCTS

- 2.01 MATERIALS: All new, with physical and chemical characteristics equal to or better than those required herein.
- A. Fabric: Steel chain-link fabric. The top edge of all fence fabric shall be knuckle finished and the bottom shall be barbed salvage.
- B. Posts and rails: The base material for the manufacture of steel pipe used for posts, braces, top rail braces, top rail, and gate frames shall conform to ASTM A120. Sizes of posts, rails and braces shall be called for in the DPW Standard Specifications or as indicated on the plans.
- C. Fittings, Wires, and Rods: All fittings and hardware shall be galvanized. Couplings shall be of the outside sleeve type and at least 7 inches long. Tension wires shall be at least 7-gage galvanized coil spring wire. Ties to fasten the fabric to posts, rails and gate frames shall be not less than 12-gage galvanized steel.
- Truss of tension rods used in trussing gate frames and line posts adjacent to end corner, slope, or gate posts shall be adjustable 3/8-inch galvanized steel rod.
- D. Repair of Galvanized Surfaces: All surfaces cut, broken, burned, or abraded shall be coated with “Galvalloy,” “Galvicon,” or an approved equal.
- E. Concrete for footings shall be “Class B” as specified in Section 39-Portland Concrete Cement of the DPW Standard Specifications.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Line posts shall be spaced at not more than 10-foot intervals and shall be placed vertically plumb.
- B. All posts shall be set in Class "B" concrete footing as shown on the plans. The top of the footings shall be crowned ½-inch high to drain water away from the post.
- C. End, corner, slope, and gate posts shall be braced to the midpoint of the nearest line post or posts with horizontal braces used as compression members and line posts trussed from the brace back to the bottom of the end, corner, slope or gate post with 3/8-inch rods with turnbuckles. Change in line or grade where the angle of deflection is 30 degrees or more shall be considered as corner and slope points, respectively; and corner or slope posts shall be installed at these points. Unless specified, all fences shall be installed with top rail and bottom tension wire.

- 3.02 CLEANUP: Clean up and remove all debris accumulated from construction operations from time to time, when and as directed by the Construction Manager. Upon completion of the construction work and before final acceptance of work, remove all surplus materials, equipment, etc.

END OF SECTION

SECTION 02520 – CONCRETE CURBS, GUTTERS, SIDEWALKS AND CURB RAMPS

PART 1 – GENERAL

- 1.01 GENERAL CONDITIONS: The General Conditions and Special Provisions preceding these specifications shall govern this section of the work.
- 1.02 WORK INCLUDED: Furnish all labor, materials, tools, equipment and related items necessary to complete, in place, concrete curbs, gutters, sidewalks, driveway aprons and wheelchair ramps in conformity with the dimensions, profiles, sections and details shown on the Record Drawing plans for the “East Kapolei I Development (Department of Planning and Permitting Subdivision File No. 2005/SUB-317)”.
- 1.03 APPLICABLE SECTIONS: Work shall be in accordance with the following sections of the Standard Specifications, except as amended on the plans and/or in the specifications herewith:

Portland Cement Concrete	Section 39
Curb and Gutter.....	Section 41
Sidewalk.....	Section 42
Reinforced Concrete Driveways	Section 46
Reinforcing Steel	Section 48

PART 2 – PRODUCTS

- 2.01 MATERIALS: Materials shall conform to the sections of the Standard Specifications noted hereinbefore, or as listed below:
 - A. Detectable warning material shall be pre-mold, thermoplastic meeting the requirements of TopMark by Flint Trading, Inc. or approved equal.
 - B. Adhesive shall be as recommended by the manufacturer.

PART 3 – EXECUTION

- 3.01 INSTALLATION: The Contractor shall be responsible for precisely laying out the curbs, gutters, sidewalks and curb ramps shown on the Record Drawing plans for the “East Kapolei I Development (Department of Planning and Permitting Subdivision File No. 2005/SUB-317)” in accordance with the sections of the Standard Specifications noted hereinbefore.
- 3.02 QUALITY CONTROL FOR CURB RAMPS: The Contractor shall install curb ramps to the dimensions and grades shown in the Record Drawing plans for the “East Kapolei I Development (Department of Planning and Permitting Subdivision File No. 2005/SUB-317)”. Installation of the curb ramps shall be within the tolerance range shown in the table below.

CONSTRUCTION TOLERANCE		
Surface Slope per Plans	Allowable Slope Tolerance	Allowable Flatness Tolerance
Less than 5%	+0.9% max.	1/4" max. gap
5% - 8.3%	+1.2% max.	3/8" max. gap
Greater than 8.3%	+1.5% max.	1/2" max. gap
For Horizontal Plan Measurements, Length of Intended Dimension		Horizontal Tolerance Allowed
Less than 12"		+1/4" or -1/4"
12" - 36"		+3/8" or -3/8"
Greater than 36"		+1/2" or -1/2" in each 10'

The method of measuring the surface requires a 24" long digital level to be placed so, when set on the measured sloped surface; it reads the steepest slope of any part of the measured surface.

The method of measuring flatness requires a 24" long level to be placed so it is centered over any trough or balanced on a ridge with equal gap at both ends of the level. Measure the gap under the level at troughs and at the end of the level at ridges.

Horizontal measurements are to be made with a steel tape.

Detectable warning devices shall be installed per the manufacturer's installation instructions.

3.03 MEASUREMENT AND PAYMENT FOR CURB RAMPS:

The price includes full compensation for excavating; backfilling; installing reinforcing steel, concrete expansion joint materials, construction joints, special drop curbs, bed course material and detectable warning devices; and furnishing labor, materials, equipment, tools and incidentals necessary to complete the work.

END OF SECTION

DIVISION 3 - CONCRETE

SECTION 03300 - CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

- 1.01 GENERAL CONDITIONS: The General Conditions and Special Provisions preceding these specifications shall govern this section of the work.
- 1.02 WORK INCLUDED: Cast-in-place concrete and reinforcing steel for concrete slabs and footings. Work shall be in conformance to Section 39 - Portland Cement Concrete and Section 48 - Reinforcing Steel of the Standard Specifications.
- 1.03 QUALITY ASSURANCE
- A. Codes: Comply with the provisions of the following codes, specifications and standards, except as otherwise shown or specified.
1. Concrete Reinforcing Steel Institute, "Manual of Standard Practice"
 2. ACI 318 "Building Code Requirements for Reinforced Concrete"
 3. ACI 304, "Recommended Practice for Measuring, Mixing, Transporting, and Placing Concrete"
 4. ACI 311, "Recommended Practice for Concrete Inspection"
- B. Concrete Testing Service
1. The Contractor will employ, at his own expense, a testing laboratory experienced in the testing of concrete materials and mixes to perform material evaluation tests. This laboratory shall be the official testing agency for this project.
 2. Materials and installed work may require testing and retesting, as directed by the Construction Manager, at any time during the progress of the work. Allow free access to material stockpiles and facilities at all times. Test, if not specifically indicated to be done at the Department's expense, including the retesting of rejected materials and installed work, shall be done at the Contractor's expense.
 3. Tests shall comply with ASTM Standards whenever applicable.

PART 2 - PRODUCTS

2.01 CONCRETE MATERIALS

- A. Portland Cement: ASTM C150, Type I
- B. Aggregates: ASTM C33
 - 1. Fine Aggregates: Clean, sharp, natural sand or rock sand as manufactured locally free from loam, clay, lumps or other deleterious substances.
 - 2. Coarse Aggregates: Clean, uncoated, processed aggregate containing no clay, mud loam or foreign matter.
- C. Reinforcing:
 - 1. ASTM A615-51, Grade 60
 - 2. ASTM A185, galvanized welded wire fabric

2.02 CONCRETE ADMIXTURES

- A. Air-Entraining Admixtures: ASTM C260
- B. Water-Reducing Admixtures: ASTM C494, Type D
- C. Set Control Admixtures: ASTM C494, as follows:
 - 1. Type B, retarding
 - 2. Type D, water-reducing and retarding
- D. Calcium Chloride: Do not use calcium chloride in concrete.

2.03 PROPORTIONING AND DESIGN OF MIXES

- A. Prepare design mixes for each type of concrete; 28-day compressive strengths shall be 3,000 psi (Class A); 2,500 psi (Class B); 2,000 psi (Class C) and in the Standard Specifications.
- B. Proportion mixes by either laboratory trial batch or field experience methods, using materials to be employed on the project for each class of concrete required.
- C. Unless otherwise noted, Class A concrete shall be used for all electrical ducts, reaction blocks, slabs and walls; Class B concrete for curb and gutter, and sidewalk applications.

2.04 JOINT MATERIALS

- A. Premolded Joint Fillers: Premolded material of specified thickness composed of fiberboard impregnated with asphalt.
- B. Joint Sealing Compound: Tremco Butyl Sealant or approved equal.
- C. Epoxy-Resin Bonding Agent: Two component, mineral filled epoxy polysulfide polymer complying with FS MMM-G-650, Type I or Type II, Grade A.

2.05 MOISTURE BARRIER: Provide moisture barrier over prepared base material where shown on plans. Use only materials which are resistant to decay when tested in accordance with ASTM E154, as follows: Polyethylene sheet not less than 6 mils thick.

2.06 CURING MATERIALS

- A. Curing compounds for membrane curing shall conform to ASTM C309.
- B. Liquid Curing - Hardening Compound: Aqueous solution of sodium silicate with non-acid penetrating agent, reacting chemically with free lime in concrete to form a hard, non-dusting surface which will not inhibit bonding with future finishes. Products offered by manufacturers to comply with the requirements for liquid curing hardening compounds include the following:
 - 1. Demicon: Castle Chemical Corp.
 - 2. Eucosil: Euclid Chemical Co.
 - 3. Chem Hard: L&M Construction Chemicals

2.07 EPOXY GROUT: Manufactured grout with built-in bonding material subject to approval of the Engineer.

PART 3 - EXECUTION

3.01 PREPARATION: Pre-Placement Inspection -- Before placing concrete, inspect and complete the formwork installation, reinforcing steel, and items to be embedded or cast in. Notify other crafts involved in ample time to permit the installation of their work; cooperate with other trades in setting such work, as required.

3.02 CONCRETE PLACEMENT

- A. General: Place concrete in compliance with the practices and recommendations of ACI 304 and as herein specified.
 - 1. Deposit concrete continuously or in layers of such thickness that no concrete will be placed on concrete which has hardened sufficiently to cause the

formation of seams or planes of weakness within the section. If a section cannot be placed continuously, provide construction joints as herein specified. Perform concrete placing at such a rate that concrete which is being integrated with fresh concrete is still plastic. Deposit concrete as nearly as practicable to its final location to avoid segregation due to rehandling or flowing. Do not subject concrete to any procedure which will cause segregation.

2. Screen concrete which is to receive other construction to the proper level to avoid excessive skimming or grouting.
3. Do not use concrete which becomes non-plastic and unworkable, or does not meet the required quality control limits, or which has been contaminated by foreign materials. Do not use retempered concrete. Remove rejected concrete from the project site and dispose of it in an acceptable location.

B. Concrete Conveying

1. Handle concrete from the point of delivery and transfer to the concrete conveying equipment and to the locations of final deposit as rapidly as practicable by methods which will prevent segregation and loss of concrete mix materials.
2. Provide mechanical equipment for conveying concrete to ensure a continuous flow of concrete at the delivery end. Provide runways for wheeled concrete conveying equipment from the concrete delivery point to the locations of final deposit. Keep interior surfaces of conveying equipment, including chutes, free of hardened concrete, debris water, and other deleterious materials.

C. Placing Concrete Slabs

1. Deposit and consolidate concrete slabs in a continuous operation, within the limits of construction joints, until the placing of a panel or section is completed.
2. Consolidate concrete during placing operations using mechanical vibrating equipment, so that concrete is thoroughly worked around reinforcement and other embedded items and into corners.
3. Bring slab surfaces to the correct level with a straightedge and strike off. Use bull floats or darbies to smooth the surface, leaving it free of humps or hollows. Do not sprinkle water on the plastic surface. Do not disturb the slab surfaces prior to beginning finishing operations.

4. Maintain reinforcing steel in the proper position continuously during concrete placement operations.
- D. Dowel installation where shown. Prepare for bonding of dowels and anchors to existing concrete by using drilled holes and a two-component epoxy which is manufactured for this specific purpose. Install in accordance with manufacturer's requirements to develop strength of dowels.

3.03 CONCRETE SLAB FINISHES

Slabs: Finish by tamping the concrete to force aggregate away from the surface and screen at the proper level. Float the surface and lightly trowel. When concrete has set sufficiently to ring under the trowel, give a second troweling to produce a smooth, dense surface free from trowel marks and sweeps, air bubbles or other imperfections of troweling.

3.04 CONCRETE CURING AND PROTECTION

A. General

1. Protect freshly placed concrete from premature drying and excessive cold or hot temperature, and maintain without drying at relatively constant temperature for the period of time necessary for hydration of the cement and proper hardening of the concrete.
2. Start initial curing as soon as free moisture has disappeared from the concrete surface after placing and finishing. Weather permitting, keep continuously moist for not less than 72 hours.
3. Begin final curing procedures immediately following initial curing and before the concrete has dried. Continue final curing for at least 7 days and in accordance with ACI 301 procedures. Avoid rapid drying at the end of the final curing period.

B. Curing Methods

1. Perform curing of concrete by moist curing, or by moisture retaining cover curing, by membrane curing, or by combinations thereof, as herein specified for a continuous period of 14 days.
2. Liquid Curing-Hardening Compound: Apply to horizontal surfaces when concrete is dry to touch by means of power spray, hand spray, or hair broom in accordance with manufacturer's directions.

C. Curing Unformed Surfaces

1. Initially cure unformed surfaces, such as slabs, floor topping, and other flat surfaces by moist curing, whenever possible.
 2. Moist cure surfaces to receive fluid applied waterproof membranes and composition flooring. Do not cure by membrane curing or curing compounds.
 3. All slabs not receiving a finish floor material shall receive a liquid curing-hardening compound in accordance with the manufacturer's recommendations.
 4. Final cure unformed surfaces, unless otherwise specified, by any of the methods specified above, as applicable.
- D. Protection from Mechanical Injury: During the curing period, protect concrete from damaging mechanical disturbances including load stresses, heavy shock, excessive vibration, and from damage caused by rain or flowing water. Protect all finished concrete surfaces from damage by subsequent construction operations.

3.05 MISCELLANEOUS CONCRETE ITEMS

- A. Filling In: Fill in holes and openings left in concrete structures from the passage of work by other trades, unless otherwise shown or directed, after the work or other trades is in place. Mix, place and cure concrete as herein specified, to blend with in-place construction. Provide all other miscellaneous concrete filling shown or required to complete the work.
- B. Epoxy Adhesive: For application on corrective work where the ordinary methods of remedy are deemed inadequate by the Engineer. Type of adhesive shall be subject to the approval of the Engineer.

3.06 CONCRETE SURFACE REPAIRS

- A. Repair of Unformed Surfaces
1. Test unformed surfaces such as monolithic slabs, for smoothness and to verify surface plane to the tolerance specified for each surface and finish. Correct low and high areas as herein specified.
 2. Test unformed surfaces sloped to drain for trueness of slope, in addition to smoothness, using a template having the required slope. Correct high and low areas as herein specified.
 3. Repair finish unformed surfaces that contain defects which adversely affect the durability of the concrete. Surface defects, as such, include cracks in

excess of 0.03 inch wide or which penetrate to the reinforcement or completely through non-reinforced sections regardless of width, spalling, popouts, honeycomb, rock pockets, and other objectionable conditions.

4. Correct high areas in unformed surfaces by grinding, after the concrete has cured sufficiently so that repairs can be made without damage to adjacent areas.
5. Correct low areas in unformed surfaces during, or immediately after completion of surface finishing operations by cutting out the low areas and replacing with fresh concrete. Finish repaired areas to blend into adjacent concrete. Proprietary patching compounds may be used when acceptable to the Engineer.

B. Finishing of Formed Surfaces

1. Joint marks and fins shall be removed and surfaces left smooth and dense. Tieholes and honeycombing shall be repaired with cement and sand mortar.
2. Exposed concrete surfaces shall be vigorously and thoroughly rubbed with a sand cement mortar the consistency of a thick paint to fill all voids and provide a smooth surface. There shall be no discernible thickness of mortar on the surface.

END OF SECTION

DIVISION 4 - MASONRY

SECTION 04220 - CONCRETE MASONRY UNIT

PART 1 - GENERAL

- 1.01 GENERAL CONDITIONS: The General Conditions and Special Provisions preceding these specifications shall govern this section of the work.
- 1.02 SUBMITTALS: The masonry manufacturer's certification that the masonry units comply with ASTM C90 and the curing requirements specified herein shall be submitted to the Engineer upon request.
- 1.03 SAMPLE BLOCKS: A sample of each of the masonry units required shall be submitted for approval to the Engineer upon request.
- 1.04 DELIVERY, STORAGE AND HANDLING

- A. Masonry Units: Masonry units delivered to the jobsite shall conform to the moisture content requirements as specified under ASTM C90. Masonry units shall be stored off the ground and protected from inclement weather and physical damage. All units shall be handled with reasonable care to prevent marring or damaging of faces, edges and corners of units. In no case shall dumping of units from hand trucks or wheelbarrows be permitted.

Where used in exposed wall construction, any unit with exposed face or faces having chips, cracks, or other imperfections more than 1 inch in dimension shall be rejected.

- B. Mortar and Grout Materials: Portland cement, masonry cement, mortar cement, lime and admixtures shall be stored in such a manner as to prevent deterioration or contamination with foreign matter. Cement which has become caked, partially set or otherwise deteriorated, or any material which becomes damaged or contaminated, shall be rejected.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Asbestos Prohibition: No asbestos containing materials or equipment shall be used under this section. The Contractor shall ensure that all materials and equipment incorporated in the project are asbestos-free.
- B. Hollow Concrete Masonry Units shall be load-bearing units and shall conform to the requirements of ASTM C90, "Standard Specifications for Load-Bearing

Concrete Masonry Units,” Type II, nonmoisture-controlled units. Units shall be 2-core type, 8-inch nominal height, 16-inch nominal length and width as indicated on the plans.

All units shall be sound, free of cracks, straight and true. They shall be either steam-cured or cured under atmospheric conditions for a minimum of 30 days. Color shall be as noted on plans.

- C. Portland Cement shall conform to ASTM C150, Type I or Type II.
- D. Mortar Cement (Type M) shall conform to the requirements of UBC Standard No. 24-19 “Mortar Cement.” Conformance to this standard shall be noted on the material package. (“Supermortar” by Hawaiian Cement, or approved equal.)
- E. Hydrated Lime shall conform to the ASTM C207, Type S.
- F. Aggregate for use in mortar shall conform to ASTM C144.
- G. Aggregate for use in grout shall conform to ASTM C404, with grading in accordance with ASTM D448, No. 10.
- H. Water used in mixing mortar or grout shall be clean and free from injurious amounts of oils, acids, alkalis, salts, organic materials or other substances that may be deleterious to either the mortar or reinforcement. Non-potable water shall not be used.
- I. Horizontal Reinforcement shall be trussed or ladder design with #9 gauge, deformed side rods and welded #12 gauge or larger cross rods (“Dur-O-Wal,” “Blok-Mesh,” or approved equal), or as otherwise indicated on the plans.
- J. Reinforcing Steel shall be deformed bars conforming to ASTM A615-51, Grade 60.
- K. Rebar Wire Positioners shall be galvanized, No. 9 gauge wire, manufactured positioners per ASTM A82 or other suitable devices.
- L. Additives/Admixtures for mortar shall be “Easy Spred” by American Colloid Co., “MRF” by Gibco Industries, Inc., or approved equal.

PART 3 - EXECUTION

3.01 MORTAR AND GROUT

- A. The proportioning of materials for mortar and grout shall be by volume and done in such manner that the specified proportions can be controlled and accurately maintained. Fine aggregate shall be measured in a damp loose condition. Mixing

shall be by a mechanical batch mixer for at least 3 minutes for mortar and 5 minutes for grout, but for not more than 10 minutes. Hand mixing shall be permitted only for small batches of 3 cubic feet or less.

B. Mortar shall be freshly prepared and uniformly mixed in one of the following proportions.

1. Type M - Cement-Lime Mortar:
1 part Portland cement
1/4 part hydrated lime
3 to 3-3/4 parts mortar aggregate
2. Type S - Cement-Lime Mortar:
1 part Portland cement
1/4 to 1/2 part hydrated lime
Mortar aggregate: Not less than 2-1/4 and not more than 3 times the sums of the separate volumes of cementitious materials.
3. Type M - Mortar Cement Mortar:
1 part mortar cement
2-1/4 to 3 parts mortar aggregate

Sufficient water shall be used to provide a workable consistency. Mortar shall be used and placed in final position within 1-1/2 hours after mixing.

4. Type M Mortar:
2 sacks Portland cement
1/2 to 1 - 7 lb. bag Easy Spred
6 cu. ft. mortar aggregate
5. Type M Mortar:
1 sack Portland cement
3 ounces MRF
2-1/4 to 2-3/4 cu. ft. mortar aggregate
6. Type S Mortar:
2 sacks Portland cement
1 - 7 lb. bag Easy Spred
9 cu. ft. mortar aggregate
7. Type S Mortar:
1 sack Portland cement
3 ounces MRF
2-1/2 to 3 cu. ft. mortar aggregate

The above mixes 4 through 7 shall be prepared strictly in accordance with the manufacturer's instructions. Placement of the mortar shall be completed within 2-1/2 hours after mixing. No materials which start to set shall be retempered.

- C. Grout (coarse) mixed on-site shall conform to ASTM C476 and shall be freshly prepared and uniformly mixed in the following proportion:

1 part Portland cement
0 to 1/10 part hydrated lime
Fine Aggregate: 2-1/4 to 3 times the sum of the volumes of the cementitious materials. Coarse Aggregate: 1 to 2 times the sum of the volumes of the cementitious materials.

Grout designed by ready-mix suppliers may be used upon approval of the Engineer.

Sufficient water shall be used to produce a consistency just fluid enough for pouring or pumping without segregation. Grout shall be used and placed in final position within 90 minutes after mixing, but shall in no case be used after initial set has occurred.

In any event, the grout shall attain not less than 2,500 psi 28-day compressive strength per ASTM C1019 unless noted otherwise on plans.

3.02 REINFORCEMENT

- A. Reinforcement shall be free from scale, loose flaky rust or other coatings that will destroy bond. It shall be straight except for bends around corners or where bends or hooks are detailed. Size and spacing shall be as indicated on the plans.
- B. Vertical reinforcement shall be accurately placed and secured against displacement by rebar wire positioners at top and bottom and at intervals not to exceed 200 diameters of the reinforcement (8 feet for #4 bars; 10 feet for #5 bars). Dowels and splices shall be lapped as indicated but not less than 30 diameters or 15 inches, whichever is longer. At ends of walls, one #5 bar shall be installed in the end cell unless heavier reinforcement is otherwise called for on the plans and that cell shall be filled with grout.

- 3.03 ANCHORS: Work with other trades shall be coordinated as necessary to set into tile walls all anchors, bolts, nailing blocks, etc. Anchors shall be grouted around with sufficient mortar to make them secure.

3.04 LAYING

- A. General: All masonry units shall be clean and dry and shall be handled so that edges and faces will not be chipped, spalled, or cracked. All beds on which masonry is to be laid shall be cleaned. All work shall be built plumb, level, and true, within the tolerances specified below, and shall be laid up with whole units except at closures.

Masonry units in walls shall be laid so that one face of the wall is a true flat plane. Unless otherwise indicated on the plans, this shall be on the inside face. All cutting and fitting as may be required for and necessary to accommodate other trades shall be done neatly using a power driven carborundum saw. It shall be the responsibility of the Contractor to control any dust pollution caused by the cutting operations. All drilling and cutting of small holes shall be neatly done. Bolts, anchors, ties, conduits, and similar items required for the installation of work under other sections of these specifications shall, as far as practicable, be placed as the work progresses. All walls shall be carried to the height as shown on plans, and shall be capped at the top as shown on the plans.

B. Allowable Tolerances

1. Variation from the Plumb
 - a. In the lines and surfaces of columns, walls and arrises:
in 10 ft. 1/4"
 - b. For external corners, control joints and other conspicuous lines:
in any story or 20 ft. max. 1/4"
2. Variation from the level or grades indicated on the plans:
For exposed horizontal grooves and other conspicuous lines:
in any bay or 20 ft. max. 1/4"
3. Variation of the linear building lines from established position in plan and related portion of columns and walls:
in any bay or 20 ft. max. 1/2"
4. Variation in cross—sectional dimensions of columns and in the thickness of walls:
minus 1/4"; plus 1/2"

5. Checking and setting

The following tools and methods shall be the minimum or acceptable type:

- a. Plumb and level shall be determined by level and/or pull string method.
 - b. An instrument at least 4 feet long shall be used for leveling or runs. A shorter level may be used for cross-leveling of units.
- C. Masonry units shall not be wet before being used and units which have gotten wet shall be thoroughly dried before being used. Where no bond pattern is shown, the wall shall be laid up in straight uniform course with regular running bond.
- D. Masonry units in first course shall be laid with shell mortar beds not exceeding 3/4 inch in thickness. Webs of adjoining cells containing reinforcement shall also be bedded in mortar to prevent escape of grout.

Vertical head joints shall be mortared well for a thickness equal to the face shell of the block and these joints shall be shoved tightly so that the mortar bonds well to both blocks. Joints shall be solidly filled from the face of the block to the depth of the face shell.

- E. If it is necessary to move a block so as to open a joint, the block shall be removed from the wall, cleaned and reset in fresh mortar.
- F. Mortar joints shall be straight, clean and in a thickness of 3/8 inch + 1/8 inch. All exposed horizontal and vertical joints shall be tooled with a 1/2-inch to 5/8-inch round bar at least 14 inches long to produce a dense, slightly concave surface well-bonded to the block at the edges. Tooling shall compact the mortar, pressing the excess mortar out of the joint rather than gouging it out. Use a 3/8 inch diameter half-round molding to simulate a concave horizontal joint between a concrete bond beam and the hollow tile wall below.

Where walls are to receive plaster or where they are not exposed, such as below finish grade and where special glazed finish is indicated, the joints shall be struck flush.

- G. All hollow masonry units shall be built to preserve the unobstructed vertical continuity of the cells to be filled. Walls and cross webs forming such cells shall be full-bedded in mortar to prevent the leakage of grout.
- H. All cells containing reinforcement shall be filled solidly with grout in lifts not exceeding 8 feet unless otherwise shown on the plans. Other cells, where indicated to be solid for anchors or such items, shall also be filled. When grouting is stopped

for one hour or longer, horizontal construction joints shall be formed by stopping the pour of grout 1-1/2 inches below the top of the uppermost unit.

- I. Care shall be taken to prevent mortar splashes. All forms shall be made tight and concrete or grout spilled on the wall shall be washed off immediately before it can set up. Walls shall be protected against stains and excess mortar shall be wiped off the surface as the work progresses. After the wall is constructed, it shall not be saturated with water for curing, cleaning, etc.

3.05 PROTECTION AND CLEANING

- A. While masonry walls are being built, they shall be protected when not being worked on to prevent rain from saturating the wall. Covering of suitable materials such as canvas or plastic sheeting shall be placed atop the wall and shall extend at least 2 feet on either side of the wall. Covering shall be weighted down to prevent it from being lifted by the wind.
- B. At the completion of the work, all holes or defective mortar joints in exposed masonry shall be pointed and where necessary defective joints shall be cut out and repointed. All exposed masonry shall be thoroughly cleaned of mortar drippings, sand and splashes during the course of the work. No smoothing of a wall surface which produces a "bright spot" when painted will be accepted. All adjoining work subject to damage shall be carefully protected.
- C. Upon completion of work, all surplus, waste materials, rubbish and debris shall be removed from the premises, leaving same in clean and satisfactory condition.

END OF SECTION

**GEOTECHNICAL EXPLORATION REPORT
DEPARTMENT OF HAWAIIAN HOME LANDS
PROPOSED KANEHILI SOUND-SAFETY WALL
KAPOLEI, EWA, OAHU, HAWAII**

For:

Community Planning and Engineering, Inc.
1286 Queen Emma Street
Honolulu, Hawaii 96813

By:



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**GEOTECHNICAL EXPLORATION REPORT
DEPARTMENT OF HAWAIIAN HOME LANDS (DHHL)
PROPOSED KANEHILI SOUND-SAFETY WALL
KAPOLEI, EWA, OAHU, HAWAII**

October 31, 2013

PSC Job No. 212309.10

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**GEOTECHNICAL EXPLORATION REPORT
DEPARTMENT OF HAWAIIAN HOME LANDS (DHHL)
PROPOSED KANEHILI SOUND-SAFETY WALL
KAPOLEI, EWA, OAHU, HAWAII**

October 31, 2013

PSC Job No. 212309.10

SUMMARY OF FINDINGS AND RECOMMENDATIONS

The field exploration generally encountered stiff silty-clay soils that range in thickness from about 2 to 15 feet or at termination of borings. A hard coralline layer was encountered in Boring B-5 at depths of between 16 to 21 feet beneath a soft silty-clay layer and extended to the maximum depth of the boring. The borings (Boring B-1 through B-5) encountered a 2 feet layer of coral which was laid with the Kanehili Subdivision lot pads around year 2010. Groundwater was not encountered in any of the borings drilled. Boring 1 was drilled in the Berm Area near UHWO Campus Detention Basin adjacent to Kanehili Subdivision. The soils in Boring 1 consist of hard compacted silty-clay fill.

Based on the field tests and observations, the stiff clays encountered at the site should provide adequate support for the proposed sound-safety wall. Previous laboratory tests show that the silty-clay soils exhibit slight to moderate shrink and swell potential when subjected to changes in moisture content. Special attention should therefore be given to the preparation of subgrade and design of wall footing for this project. To limit the adverse effects of ground swelling under the proposed wall, it is recommended that the concrete footing be supported on a minimum of 24 inches non-expansive imported fill compacted to 90 percent relative compaction over properly moisture conditioned and compacted subgrade soils. It is anticipated that the sound-safety wall at its tallest point will be exposed about 14 feet above ground elevation viewing from the subdivision side.

INTRODUCTION

This report presents the results of our soil study for the proposed Department of Hawaiian Homes Lands (DHHL) Kanehili sound-safety retaining wall located at Kanehili Subdivision, Kapolei, Oahu, Hawaii. The location of the site relative to existing streets and landmarks is shown in Site Location Map, Plate 1.

The purpose of this study is to identify and characterize the geologic and engineering properties of the subsurface materials at the proposed wall location, evaluate the stability of the subgrade, recommend appropriate stabilization measures, if required, during wall construction and provide foundation design parameters for the proposed retaining wall.

Our work on the project was performed in general accordance with our proposal dated January 18, 2013. This report summarizes our findings and recommendations.



SCOPE OF WORK

Our scope of work for this study consisted of the following:

1. Schedule the investigation;
2. Select and clear boring locations;
3. Drill and sample 5 borings to a depth of 15-20 feet;
4. Collect subsurface samples for laboratory testing;
5. Field engineer monitors drilling and sampling operations, obtain samples of the subsurface soils at selected depths and maintains logs of the borings;
6. Perform appropriate laboratory tests on the soil samples to determine relevant engineering characteristics of the soil samples;
7. Analyze the field and laboratory data; and
8. Submit a written report summarizing our findings, conclusions and recommendations for design and construction of the wall.

SITE DESCRIPTION

The project site is located within the Kanehili Subdivision, a Department of Hawaiian Homes Lands (DHHL) development, at parcel B, district of Ewa, Oahu, Hawaii. This site consists of about 400 individual residential lots (each with a minimum area of approximately 5,000 square feet), the DHHL Office Building, road network, a community park and a community center. The proposed retaining wall will be located along the eastern boundary of the Kanehili Subdivision from east end of Kamakahahei Street to the northeastern corner of the subdivision and then turning westward along the boundary with University of Hawaii West Oahu Campus for approximately 200 feet. The site was previously cultivated as part of a sugar cane plantation and then mass graded for the residential subdivision with about 2 feet of coral at top of lots. The area adjacent the proposed wall is generally flat, undeveloped and covered grass and shrubs. There is a chain link fence along the north-south alignment and a mound up to 6 feet high extending along about 400 linear feet at the southern end of the wall. The edge of coral fill placed under the Kanehili Subdivision is evident in the borings and brown-gray silty clays are also evident. The existing ground elevations within the proposed development area range from about +55 to +60 feet mean sea level (MSL).



SUBSURFACE CONDITIONS

Regional Geology

Two basaltic shield volcanoes, Waianae and Koolau, built up the island of Oahu. Waianae, which forms the west side of the island, is the older of the 2 and was built during the Pliocene Epoch by the extrusion of the lavas of the Waianae Volcanic Series. As volcanic activity in Waianae ceased, lava flows from Koolau banked against its eroded slope forming a broad Plateau presently known as

Schofield Plateau. Physical and chemical weathering followed by erosion of this plateau generated sediments which were transported to the coast. In the vicinity of the project site and to the south, these sediments accumulated and interbedded with marine sediments and coral algal reef formation to form a sedimentary wedge. The thickness of the sedimentary wedge ranges from zero in the area of the interstate route H-1 highway to over 1,000 feet at Ewa Beach. This wedge forms the Ewa plain and serves as the confining formation over the artesian basal aquifers of southern Oahu. Deposition of sediments has continued from earlier geologic time through the present. Agricultural developments within the last 100 years and recent mass grading work have brought the Kapolei area to its present form.

Site Conditions

The subsurface conditions at the proposed sound-safety wall were explored by drilling and sampling 5 borings to depths 15 to 20 feet below the existing ground surface. The 5 borings were drilled and excavated along the proposed wall alignment about 4 feet into the DHHL property. The locations of the borings are shown on Plate 2.

Groundwater was not encountered in the borings during the time of our exploration. All borings were properly backfilled after completion of our field exploration work. A description of the materials encountered is found in the Logs of Borings, Plates 3 through 7.

During our field exploration program, we met with the personnel from the Department of Hawaiian Home Lands (DHHL) and Community Planning and Engineering (CPE) to coordinate location of borings in the Kanehili Subdivision property west of chain link fence at boundary line.

A Geotechnical Exploration Report was prepared by PSC Consultants for DHHL in the Kanehili Subdivision in October 2005. This report shows that the eastern side of Parcel B was underlain by alluvium consisting of very stiff to hard expansive clays ranging from about 13 feet near the southeast corner of Parcel B to about 18 feet on its northeastern fringes. This layer of clay is underlain by medium dense to dense silty coral sand with gravel. The clays exhibited slight to moderate shrink swell potential when subjected to changes in moisture content. An aggregate subbase was recommended for all slabs on grade to limit the effects of volume changes in the soil.



DISCUSSIONS AND RECOMMENDATIONS

Subsurface Conditions

Our field exploration indicated that alluvium materials consisting of stiff silty-clays generally cover the project site from 2 to 15 feet depth. For boring B-1, the drilling location was offset about 20 feet south due to power lines in the vicinity of the proposed wall. This soil is compacted fill material with coral mixed with the insitu silty clay soil and was placed during construction of the East Kapolei Development 1 Mass Grading Project. At Boring B-5, there is a medium-stiff silty-clay soil layer underlain by a hard coralline formation at 16 feet below ground elevation, and the coral continued to end of boring at 21 feet. We expect that this hard coralline formation is present throughout the wall alignment starting at about 20 feet below ground surface.

Site Preparation

At the onset of earthwork, the area within the contract grading limits should be cleared of vegetation, debris, rubbish, boulders and other deleterious materials. These materials should be removed and properly disposed of off-site.

After the clearing and removal of unsuitable near surface materials, the footing trench should be excavated. Soft or yielding areas encountered should be over-excavated to expose firm soil surface and stabilized by backfilling with select material placed in 8-inch thick, loose, lifts, moisture-conditioned to at least 2 to 3 percent above the optimum moisture content and compacted to 90 percent relative compaction. At bottom of footing, the existing ground surface should be scarified to a depth of 6 inches, moisture conditioned to at least 2 to 3 percent above optimum moisture content, and compacted to 90 percent relative compaction. Relative compaction refers to the in-place dry density of soil expressed as percentage of the maximum dry density of the same soil established in accordance with ASTM Test designation D 1557. The optimum moisture content is the moisture content corresponding to the maximum compacted dry density.

Fill/Backfill Material and Placement

Fill/Backfill Material-The silty-clay soils removed from the sound wall excavation are prone to shrinking and swelling when subjected to considerable changes in moisture content, depending on the initial compaction density and moisture content prior to wetting. In order to reduce the swelling potential of the soil, the excavated material, if used as a backfill, should be moisture-conditioned to at least 2 percent above the optimum moisture content and compacted to between 85 to 90 percent relative compaction.

Subbase fill under sound wall foundation should be non-expansive select material generally less than 3 inches in maximum dimension; should have a plasticity index not exceeding 15, as determined in accordance with ASTM Test Method D 4318; and should have maximum 20 percent of particles passing the No. 200 sieve. Offsite borrow materials should be tested by PSC Consultants, LLC to evaluate its suitability for use as select fill prior to its delivery to the project site.

Coralline materials, if properly processed after excavation, are considered suitable for this purpose.



Placement – Fill/backfill material placed under foundation and adjacent the sound wall should be placed in level lifts with a maximum loose thickness of 8 inches; moisture conditioned to at least 2% percent wet of optimum, and compacted to a maximum of 90 percent relative compaction under foundation and 90 percent maximum compaction adjacent the wall. Each layer should be spread uniformly and blade-mixed to attain uniformity of the material and water content. Additional fill material should not be placed on any fill layer that has not been properly compacted.

Foundations

Detailed information on the proposed wall structure was not available at the time this report was prepared. An allowable bearing pressure of 2500 psf. for dead plus live loads may be used for footings bearing on a minimum of 24-inch thick, properly compacted non-expansive granular subbase compacted to 90 percent of maximum dry density as determined by ASTM D-1557. The allowable bearing pressure may be increased by 1/3 for transient loadings, such as wind or seismic forces.

To limit differential settlement, the footing should not span the transition between the insitu coralline soils and the insitu buried expansive clay soils.

Where footings are located adjacent to or on slopes, the footings should be embedded deep enough to provide a minimum horizontal set-back distance of at least 6 feet measured from the outbound edge of the footing to the face of the slope. Where footings are to be located adjacent to below-grade structures or utilities, the footings should extend to a depth below an imaginary 45-degree plane, projected upward from the bottom of the below-grade structure or utility. This requirement is necessary to avoid surcharging adjacent below-grade structures with additional structural loads and to reduce the potential of footing settlement.

Lateral loads acting on the wall may be resisted by frictional resistance between the base of the footings and the bearing materials and by passive earth pressure developed against the footings. A coefficient of 0.30 may be used to compute the frictional resistance and the passive pressure may be calculated using an equivalent fluid pressure of 250 pounds per square foot per foot of depth (pcf). These values assume that the concrete for footings is poured directly on the compacted granular subbase. Unless covered by pavements or slabs, the passive resistance in the upper 12 inches below finished grade should be neglected in the computation of the passive pressure.

Excavations

Natural soils may be excavated utilizing conventional equipment. Coral formations and/or boulders to be excavated may require heavy-duty equipment. Contractors should satisfy themselves as to the hardness of deposits and select the most appropriate type of equipment required.

For temporary un-surcharged construction excavations, the excavations should be sloped or shored. Slopes should not be steeper than 1 H: 1 V in granular soils, and 1/2 H: 1 V in fine-grained soils. If there is insufficient space for sloped excavations, shoring should be used. Traffic and surcharge loads should be kept back at least 10 feet from the top of the excavations. Slopes should be



inspected during construction/excavation to determine if they need to be flattened based on exposed conditions. Exposed slopes should be kept moist (but not saturated) during construction.

Retaining Walls

We understand that retaining-wall condition may apply at the site and subjected to unbalanced lateral loading. We expect the wall will have a maximum difference in ground elevation at adjacent sides of wall of about 6 feet. The retaining wall structures should be designed to resist the lateral earth pressures due to adjacent soils and surcharge effects and to wind-load pressures. Based on the anticipated current subsurface soil information, we recommend the following lateral earth loads, in the form of an equivalent fluid weight, be used for the design of the retaining wall as follows:

Active Pressure

An active pressure of 35 pcf in equivalent fluid weight is recommended.

Passive Pressure

A passive pressure of 250 pcf in equivalent fluid weight is recommended.

Coefficient of Friction

A coefficient of friction of 0.30 is recommended between the base of the footings and the supporting subbase materials. This value assumes that the concrete for footings is placed on the compacted granular subbase.

Allowable Bearing Pressure

An allowable bearing pressure of up to 2,500 psf is recommended for supported on select subbase material.

Backfill Requirements Adjacent Wall

Backfill at both sides of the wall should be of similar material (silty clay, granular material, etc) and 12 inches minimum width of granular material if granular material is used. Based on boring logs, most areas will have coral material at top 2 feet at the Kanehili Subdivision. Backfill material should be compacted to 90 percent maximum dry density as determined by ASTM D-1557. Over-compaction of the backfill material should be avoided so as not to create excessive lateral pressures against the wall. Granular material should be non-expansive, select material less than 3 inches in maximum dimension; should have plasticity index not exceeding 15 as determined in accordance with ASTM Test Method D4318; and should have 20 percent of particles passing the No. 200 sieve. The top 4 inches of backfill should be clayey impervious material capping the granular select material to width of 24 inches from side of wall.

Requirements for Imported Fill Under Foundations

Subbase fill under wall foundation should be granular, non-expansive, select material less than 3 inches in maximum dimension; should have a plasticity index not exceeding 15, as determined; and should have maximum 20 percent of particles passing the No. 200 sieve. The wall footing should be supported by at least 24 inches of select borrow or granular material compacted to 90 percent of maximum dry density.



The values provided above assume that similar backfill will be used at adjacent sides of wall. An active condition may be used for walls that are free to deflect by as much as 0.5 percent of the wall height. Generally, top of walls, which are not free to deflect beyond this degree or are restrained, should be designed for the at-rest condition. These lateral earth pressure values do not include hydrostatic pressure or surcharge loads that might be caused by groundwater trapped behind the walls.

For sloping backfill behind the wall up to 2H:1V, these values should be increased by a factor of 1.5. the surcharge effect from loads adjacent to retaining structures should also be included in the design of the walls. A rectangular distribution over the height of the wall with a pressure equal to 50 and 65 percent of the surcharge load is recommended for active and at-rest conditions, respectively.

Where there is difference in adjacent ground elevation of 3 feet or greater, backfill at side of higher elevation should be granular material 12 inches minimum from face of wall, and provided with backdrains or weep holes 4" diameter at 5-feet off-center to prevent the buildup of hydrostatic pressure. A typical drainage system would consist of 1-foot wide zone of permeable material such as No. 3B Fine gravel (ASTM C 33, No. 67 gradation) immediately adjacent to the wall with a perforated pipe, with perforations down at the base of the wall.

As an alternative, a prefabricated drainage board, such as MiraDrain, EnkaDrain, may be used in lieu of the permeable 3B Fine gravel material. The prefabricated drainage product should also be hydraulically connected to a perforated pipe, with perforations down, at the base of the wall.

Design Review

Drawings and specifications for the proposed construction should be submitted to PSC Consultants, LLC, as geotechnical consultant, for review and written comments prior to construction. This review is needed to evaluate adherence of the plans to the recommendations provided herein. If this review is not made, PSC cannot assume responsibility for the interpretations made by others, or errors resulting there from.

Construction Observation and Testing

The recommendations provided in this report are based on subsurface conditions disclosed by widely spaced exploratory borings and excavations. The geotechnical consultant should check the interpolated subsurface conditions during construction. The geotechnical consultant should attend the pre-construction meeting between the contractors and owners/designers.

During grading, the geotechnical consultant should:

- ❖ Observe excavation, placement and compaction of engineered fill;
- ❖ Check and test any imported materials prior to their use as fill;
- ❖ Perform field tests to evaluate fill compaction;
- ❖ Observe subgrade conditions at the bottom of footing;
- ❖ Observe surface grading adjacent wall and wall drainage improvements.



The recommendations provided in this report assume that PSC will be retained as the geotechnical consultant during the construction phase of the project. If deviations from soil conditions and recommendations presented in this report occur, they should provide amended recommendations as new geotechnical consultants of record for the project.

STANDARD OF CARE

The analyses and recommendations submitted in this report are based, in part, upon information obtained from field borings. Variations of subsoil conditions between the borings may occur, and the nature and extent of these variations may not become evident until construction is underway. If variations then appear evident, it will be necessary to reevaluate the recommendations provided in this report.

The boring and test pit locations in this report were selected by PSC Consultants LLC, based on the previous boring information done by others and our scope of work. The field locations for the borings and test pits were located by taping from existing features and structures shown on the plans. The physical locations and elevations of the borings should be considered accurate only to the degree implied by the methods used.

The stratification lines shown on graphic representations of the borings depict the approximate boundaries between soil/rock types and, as such, may denote a gradual transition.

This report has been prepared for the exclusive use of Community Planning and Engineering, Inc., their client and their consultants for specific application to the proposed Kanehili Sound-Safety Wall in accordance with generally accepted geotechnical engineering principles and practices. No warranty is expressed or implied.

This report has been prepared solely for the purpose of assisting the architect/engineer in the design evaluation of the proposed project. Therefore, it may not contain sufficient data or proper information to serve as the basis for preparation of construction cost estimates. A contractor wishing to bid on this project is urged to retain a competent geotechnical engineer to assist in the interpretation of this report and/or in the performance of additional site-specific exploration for bid estimating purposes.

The owner/client should be aware that unanticipated soil/rock conditions are commonly encountered. Unforeseen soil/rock conditions, such as perched ground water, soft deposits, hard layers or cavities may occur in localized areas and may require probing or corrections in the field (which may result in construction delays) to attain a properly constructed project. Therefore, a sufficient contingency fund is recommended to accommodate these extra costs.



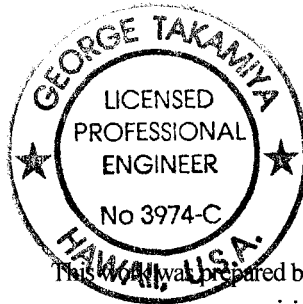
The findings in this report are valid as of the present date. However, changes in the soil conditions can occur with the passage of time, whether they may be due to natural processes, or to the works of man, on this or adjacent properties. In addition, changes in applicable or appropriate standards occur, whether they result from legislation, or from the broadening of knowledge. Accordingly, the findings in this report might be invalidated, wholly or partially, by changes outside of our control.

Therefore, this report is subject to review by the controlling agencies and is valid for a period of two 2 years.


PSC CONSULTANTS, LLC



Derrick Chan
Project Engineer



This work was prepared by
me or under my supervision
(License Expires April 30, 2014)

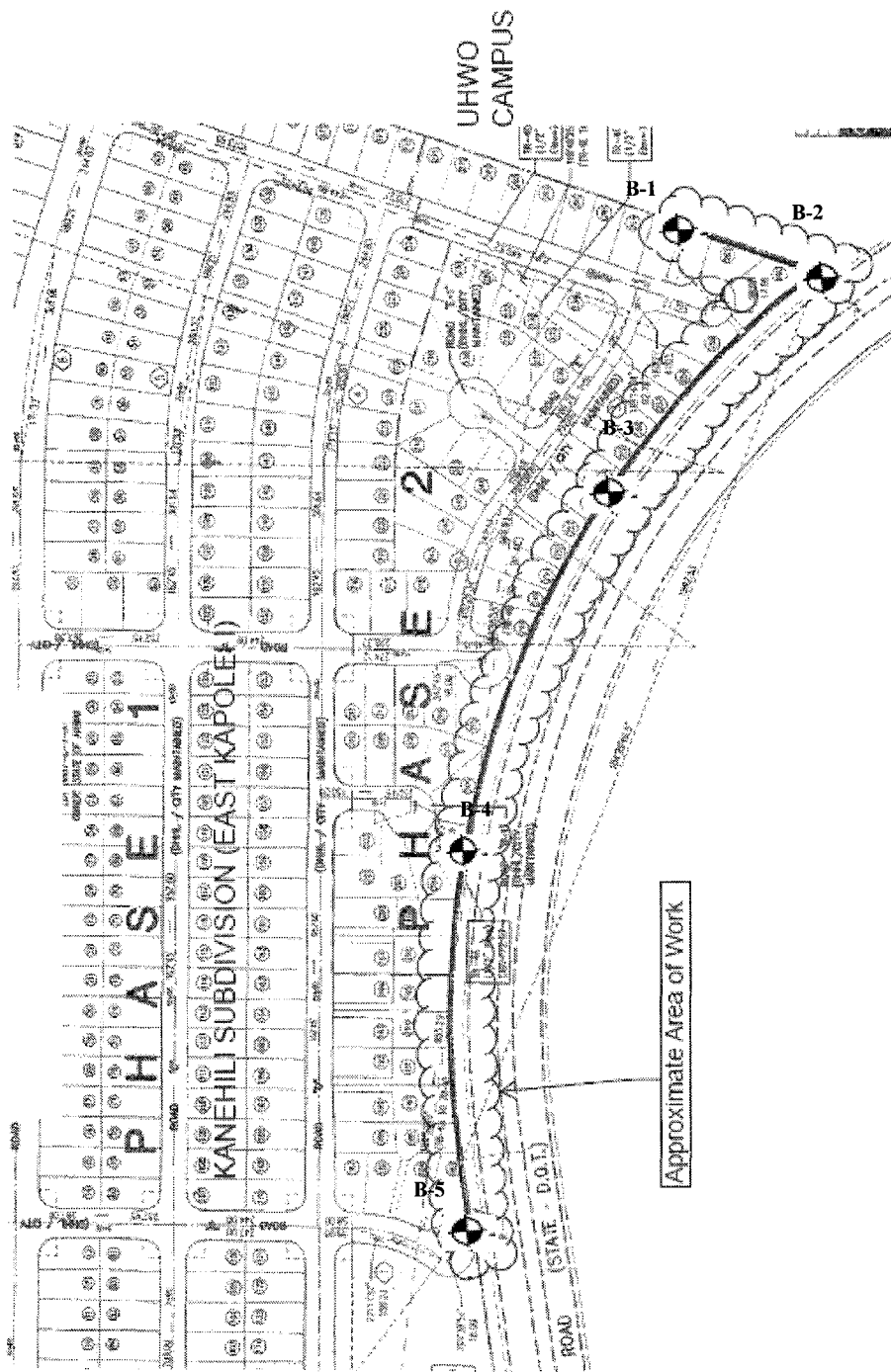


George Takamiya, P.E.
Senior Engineer

GT/DSC/PSC

Enclosures:	Plate 1	Project Location Map
	Plate 2	Boring Location Plan
	Plates 3 through 7	Logs of Borings
	Plate 8	Unified Soil Classification Chart
	Plate 9	Grain Size Distribution
	Plate 10	Atterberg Limits Data
	Plate 11	Unconfined Compressive Strength
	Plates 12 and 13	Direct Shear Test





Reference: General Site Plan

NOT TO SCALE

BORING LOCATION MAP



CONSULTANTS, LLC
SOILS, FOUNDATION, AND GEOLOGICAL ENGINEERS

**Kanehili Sound-Safety Wall
EKD1 Kanehili Subdivision
Kapolei, Oahu, Hawaii**

DATE: August 2013

PROJECT NO. 212309.10

BORING LOCATION: See Plate 2	DRILLER: PSC	BORING B-3
BORING ELEVATION (ft):	LOGGED BY: DSC	
DATE (S) DRILLED: 07/14/13	TYPE RIG: Diedrich (D-25)	

OTHER LAB TESTS	DRY UNIT WEIGHT (pcf)	MOISTURE CONTENT (%)	CORE RECOVERY (%)	R.Q.D. (%)	NUMBER OF BLOWS/12"	SAMPLER TYPE	DEPTH IN FEET	GRAPHIC SYMBOL	U.S.C.S.	GEOTECHNICAL DESCRIPTION
							1	* * * * *	GM	Coralline GRAVEL FILL, light tan, very dense, dry
							2	/ / / / /	CL	Silty CLAY, Brown, Dry
PI = 21	11.2				16	MC 3-1	5	█	CL	Grades to Very Stiff
		14.0			12	MC 3-2	9	█	CL	Grades to Stiff
		15.2			11	MC 3-3	14	█	CL	Grades to Stiff
							15	/ / / / /	CL	
							16	/ / / / /	CL	
							17	/ / / / /	CL	
							18	/ / / / /	CL	
							19	/ / / / /	CL	
					45	SPT 3-4	20	X	CL	Grades to Hard, Moist
							21	/ / / / /	CL	
							22	/ / / / /		Boring Terminated at 21' No Groundwater Terminated.
							23	/ / / / /		
							24	/ / / / /		
							25	/ / / / /		

210301.MAMALAOHUA RD W/ROD A. 212309.10 KANEHILI SOUND- SAFETY WALL.GPJ TEST.PIT.GDT 8/26/13

SAMPLE TYPE		OTHER LABORATORY TESTS	
D&M - Dames & Moore	SPT - Standard Penetration	MD - Moisture/Density	UC - Unconfined Compression
CB - Core Barrel	SH - Shelby Tube	CON - Consolidation Test	SG - Specific Gravity
AUG - Auger Cuttings	NR - No Recovery	PI - Atterberg Limits	SA - Sieve Analysis

LOG OF BORING



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SOILS, FOUNDATION, AND GEOLOGICAL ENGINEERS

Kanehili Sound-Safety Wall
EKD1 Kanehili Subdivision
Kapolei, Oahu, Hawaii

DATE: August 2013

PROJECT NO.: 212309.10

BORING LOCATION: See Plate 2	DRILLER: PSC	BORING B-4
BORING ELEVATION (ft):	LOGGED BY: DSC	
DATE (S) DRILLED: 07/13/13	TYPE RIG: Diedrich (D-25)	

OTHER LAB TESTS	DRY UNIT WEIGHT (pcf)	MOISTURE CONTENT (%)	CORE RECOVERY (%)	R.Q.D. (%)	NUMBER OF BLOWS/12"	SAMPLER TYPE	DEPTH IN FEET	GRAPHIC SYMBOL	U.S.C.S.	GEOTECHNICAL DESCRIPTION
		14.1			37	MC 4-1	1	* * * * *	GM	Coralline GRAVEL FILL, light tan, very dense, dry
							2	/ / / / /	CL	Silty CLAY, Reddish Brown, Hard, Moist
							3	/ / / / /		
PI=22					20	MC 4-2	5	/ / / / /	CL	Grades to Very Stiff
							6	/ / / / /		
		17.6			35	SPT 4-3	10	X X X X X	CL	Grades to Very Stiff to Hard
		20.1			18	SPT 4-4	11	X X X X X		
							12	X X X X X	CL	Grades to Stiff to Very Stiff
							13			Boring Terminated at 12.5' No Groundwater Encountered.
							14			
							15			
							16			
							17			
							18			
							19			
							20			

SAMPLE TYPE		OTHER LABORATORY TESTS	
D&M - Dames & Moore	SPT - Standard Penetration	MD - Moisture/Density	UC - Unconfined Compression
CB - Core Barrel	SH - Shelby Tube	CON - Consolidation Test	SG - Specific Gravity
AUG - Auger Cuttings	NR - No Recovery	PI - Atterberg Limits	SA - Sieve Analysis

LOG OF BORING



CONSULTANTS, LLC

SOILS, FOUNDATION, AND GEOLOGICAL ENGINEERS

Kanehili Sound-Safety Wall
EKD1 Kanehili Subdivision
Kapolei, Oahu, Hawaii

DATE: August 2013

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210301 MAMALAOHUA RD W/ROD A. 212309.10 KANEHILI SOUND- SAFETY WALL.GPJ TEST.PIT.GDT 8/26/13

SOIL CLASSIFICATION CHART

MAJOR DIVISIONS			SYMBOLS		TYPICAL DESCRIPTIONS	
			GRAPH	LETTER		
COARSE GRAINED SOILS MORE THAN 50% OF MATERIAL IS LARGER THAN NO. 200 SIEVE SIZE	GRAVEL AND GRAVELLY SOILS MORE THAN 50% OF COARSE FRACTION RETAINED ON NO. 4 SIEVE	CLEAN GRAVELS (LITTLE OR NO FINES)		GW	WELL-GRADED GRAVELS, GRAVEL - SAND MIXTURES, LITTLE OR NO FINES	
		GRAVELS WITH FINES (APPRECIABLE AMOUNT OF FINES)		GP	POORLY-GRADED GRAVELS, GRAVEL - SAND MIXTURES, LITTLE OR NO FINES	
		CLEAN SANDS (LITTLE OR NO FINES)		SW	WELL-GRADED SANDS, GRAVELLY SANDS, LITTLE OR NO FINES	
		SANDS WITH FINES (APPRECIABLE AMOUNT OF FINES)		SP	POORLY-GRADED SANDS, GRAVELLY SAND, LITTLE OR NO FINES	
	SAND AND SANDY SOILS 50% OR MORE THAN 50% OF COARSE FRACTION PASSING ON NO. 4 SIEVE	CLEAN SANDS (LITTLE OR NO FINES)		SM	SILTY SANDS, SAND - SILT MIXTURES	
		SANDS WITH FINES (APPRECIABLE AMOUNT OF FINES)		SC	CLAYEY SANDS, SAND - CLAY MIXTURES	
		SILTS AND CLAYS LIQUID LIMIT LESS THAN 50	CLEAN SILTS (LITTLE OR NO FINES)		ML	INORGANIC SILTS AND VERY FINE SANDS, ROCK FLOUR, SILTY OR CLAYEY FINE SANDS OR CLAYEY SILTS WITH SLIGHT PLASTICITY
			SANDY SILTS (APPRECIABLE AMOUNT OF FINES)		CL	INORGANIC CLAYS OF LOW TO MEDIUM PLASTICITY, GRAVELLY CLAYS, SANDY CLAYS, SILTY CLAYS, LEAN CLAYS
CLAYEY SILTS (APPRECIABLE AMOUNT OF FINES)			OL	ORGANIC SILTS AND ORGANIC SILTY CLAYS OF LOW PLASTICITY		
SILTS AND CLAYS LIQUID LIMIT GREATER THAN OR EQUAL TO 50	SANDY SILTS (APPRECIABLE AMOUNT OF FINES)		MH	INORGANIC SILTS, MICACEOUS OR DIATOMACEOUS FINE SAND OR SILTY SOILS		
	CLAYEY SILTS (APPRECIABLE AMOUNT OF FINES)		CH	INORGANIC CLAYS OF HIGH PLASTICITY		
	CLAYEY SILTS (APPRECIABLE AMOUNT OF FINES)		OH	ORGANIC CLAYS OF MEDIUM TO HIGH PLASTICITY, ORGANIC SILTS		
HIGHLY ORGANIC SOILS				PT	PEAT, HUMUS, SWAMP SOILS WITH HIGH ORGANIC CONTENTS	

UNIFIED SOIL CLASSIFICATION SYSTEM



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Kanehili Sound-Safety Wall
EKD1 Kanehili Subdivision
Kapolei, Oahu, Hawaii

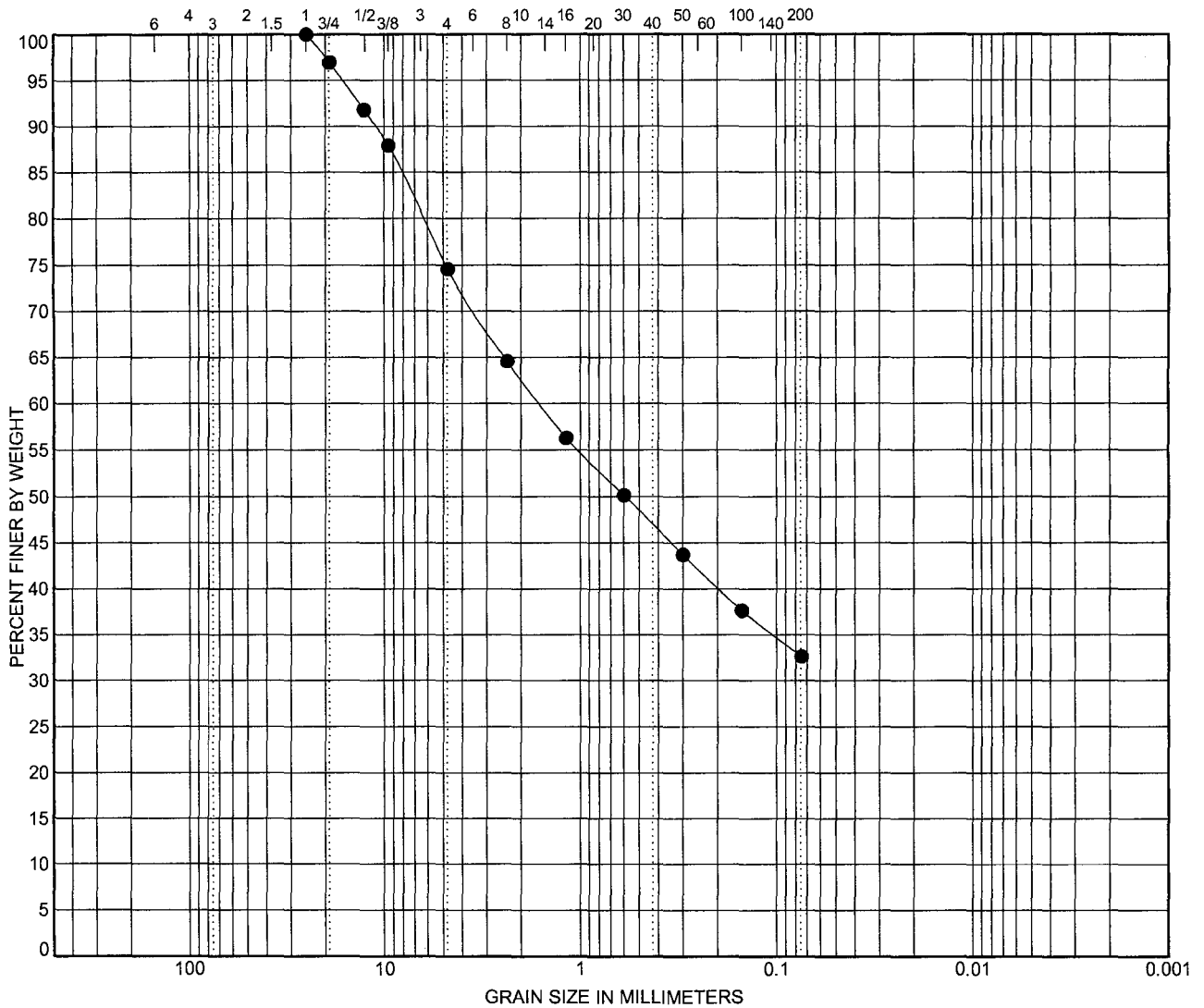
DATE: August 2013

PROJECT NO. 212309.10

U.S. SIEVE OPENING IN INCHES

U.S. SIEVE NUMBERS

HYDROMETER



COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

Specimen Identification	Classification	LL	PL	PI	Cc	Cu
● 5 @ DEPTH 20ft.	Coral					

Specimen Identification	D100	D60	D30	D10	%Gravel	%Sand	%Silt	%Clay
● 5 @ DEPTH 20ft.	25	1.609			25.4	41.9	32.7	

GRAIN SIZE DISTRIBUTION



CONSULTANTS, LLC

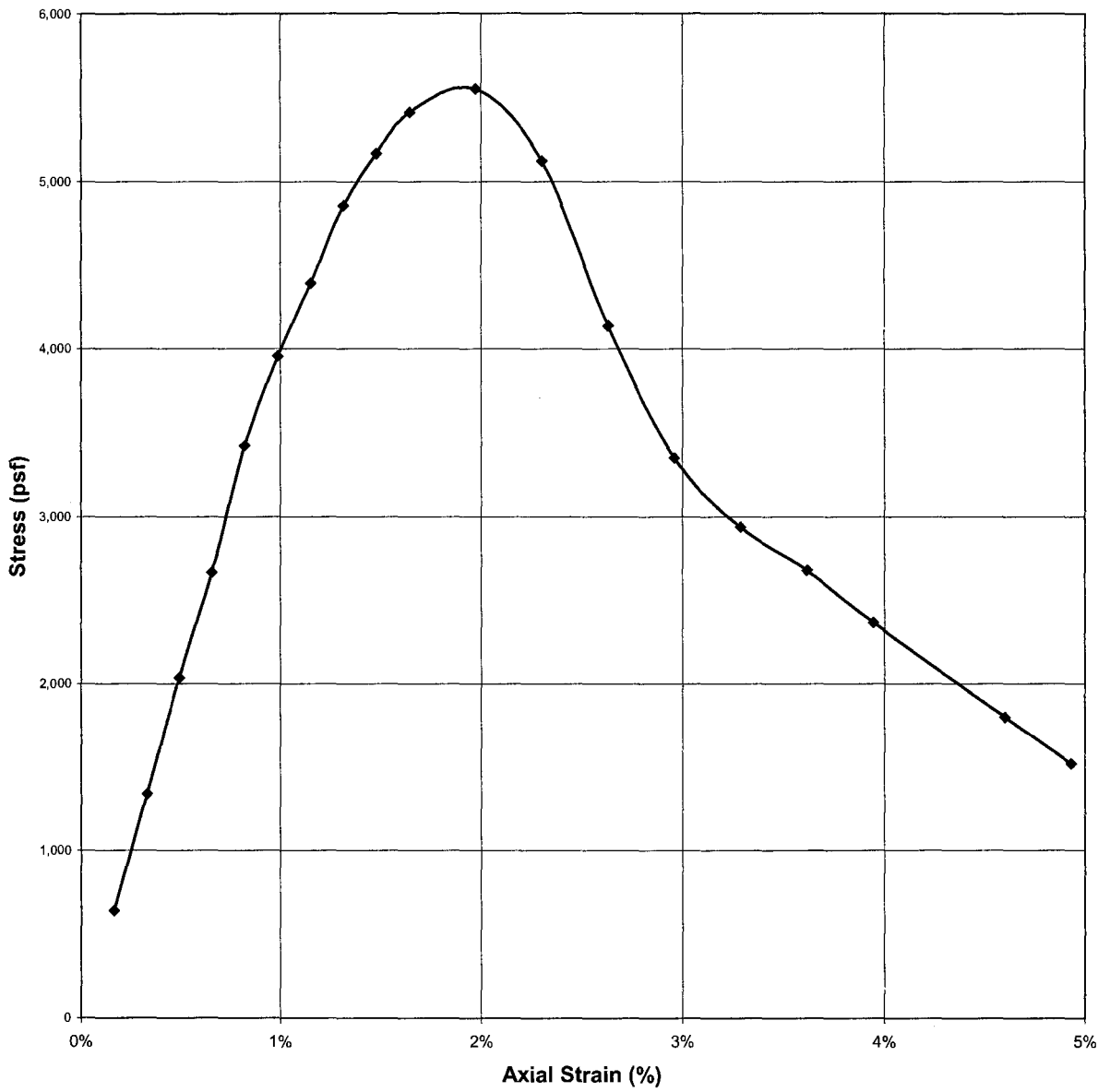
SOILS, FOUNDATION, AND GEOLOGICAL ENGINEERS

Kanehili Sound-Safety Wall
EKD1 Kanehili Subdivision
Kapolei, Oahu, Hawaii

Date: August 2013

Project No.: 212309.10

210301 SIEVE - MAMALAHOA 212309.10 KANEHILI SOUND-SAFETY WALL GPJ TEST PIT.GDT 8/22/13



Boring	Depth	Description	Moisture content %	Dry Density (pcf)	Axial Strain %	Unconfined Compressive Strength (psf)
B-1	5.5	Brown Silty Clay (CL)	18.73%	100.10	1.97%	5,546

**UNCONFINED COMPRESSIVE STRENGTH
ASTM D-2166**



PSC Consultants, LLC
SOILS, FOUNDATION, AND GEOLOGICAL ENGINEERS

Kanehili Sound-Safety Wall
EKD1 Kanehili Subdivison
Kapolei, Oahu, Hawaii

Date: August 2013

PROJECT NO. 212309.10

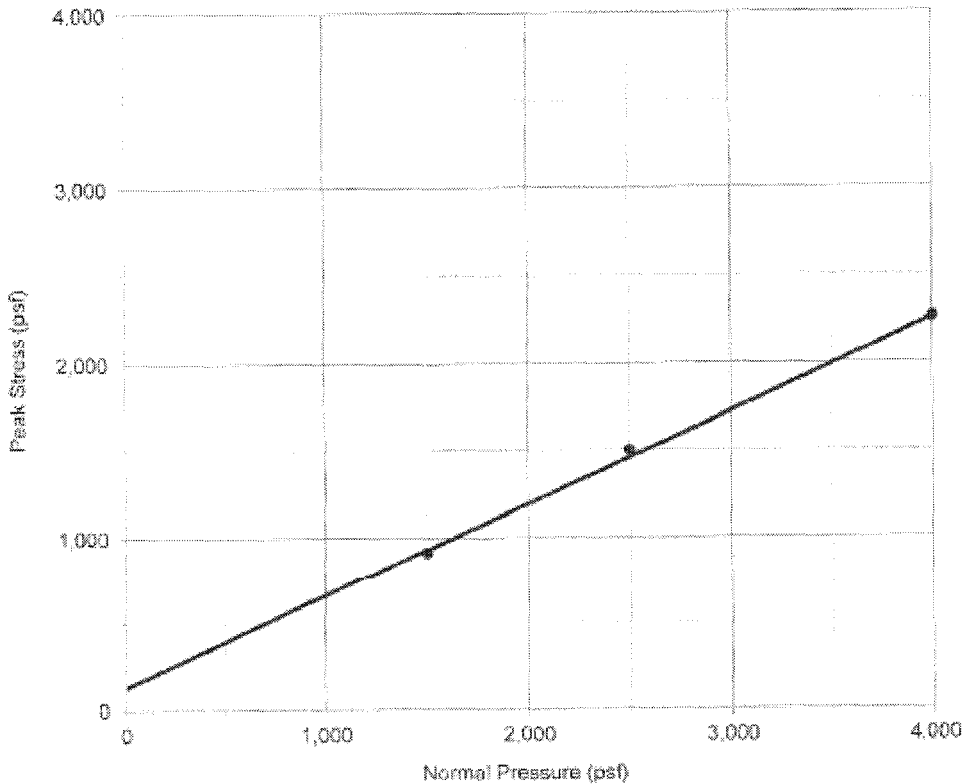
DIRECT SHEAR TEST DATA
ASTM D 3080

Job No.: 6677-003 Boring No.: B-4 Sample No.: 4-2B, 4-2C Depth: 5'

Project: Kanehili Sound Safety Wall Location: Lot 205

Soil Description: Dark reddish brown silt (ML) or elastic silt (MH)

Normal Pressure σ_v (psf)	1,500	2,500	4,000
Peak Stress (psf)	912	1,500	2,256
Moisture Content (%)	21	14	15
Dry Density (pcf)	86	92	90



$c = 130$ psf
$\phi = 26^\circ$

DIRECT SHEAR TEST



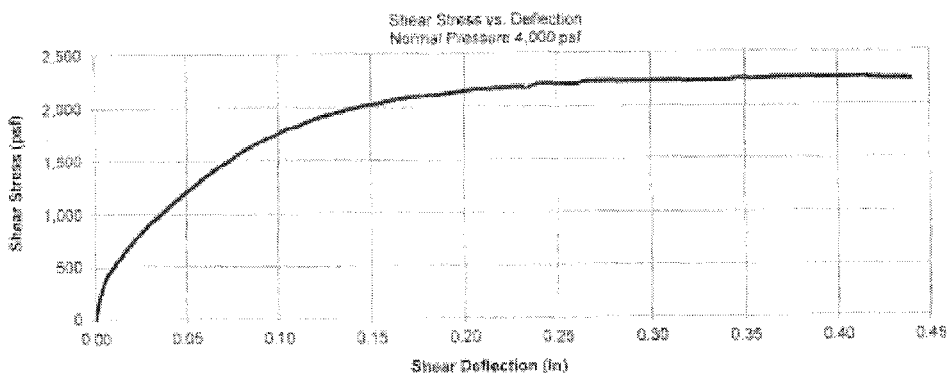
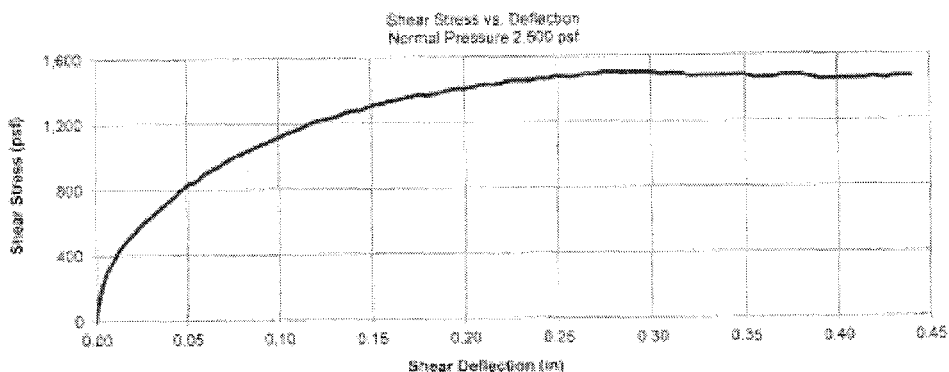
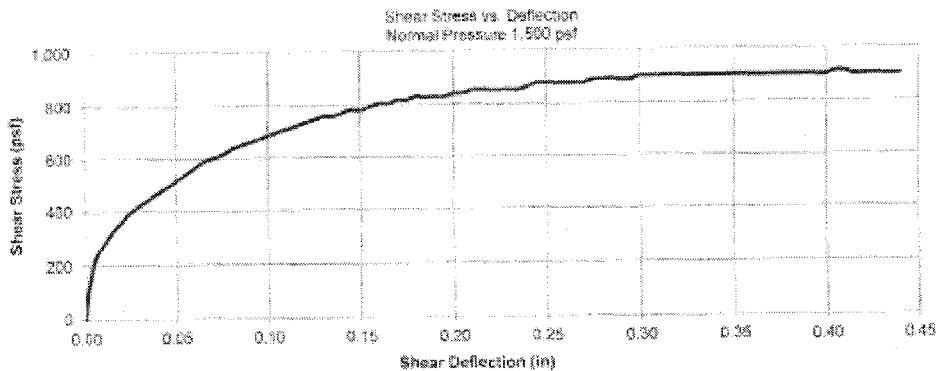
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**Kanehili Sound-Safety Wall
EKD1 Kanehili Subdivision
Kapolei, Oahu, Hawaii**

DATE: August 2013

PROJECT NO. 212309.10

DIRECT SHEAR TEST DATA
 ASTM D3080
 Kanehili Sound Safety Wall
 Boring B-4, Samples 4-2B and 4-2C at 5 feet



DIRECT SHEAR TEST



CONSULTANTS, LLC
 SOILS, FOUNDATION, AND GEOLOGICAL ENGINEERS

**Kanehili Sound-Safety Wall
 EKD1 Kanehili Subdivision
 Kapolei, Oahu, Hawaii**

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