

STATE OF HAWAII  
DEPARTMENT OF HAWAIIAN HOME LANDS

INVITATION FOR BIDS

IFB NO.: IFB-14-IHHL-006

JANUARY 2014

SEALED OFFERS FOR  
LOWER KULA WATER SYSTEM IMPROVEMENTS  
(BYPASS WATERLINE FOR PHASE VI PUMPING FACILITIES)  
WILL BE RECEIVED UNTIL  
2:00 P.M. (HST) ON FRIDAY, FEBRUARY 7, 2014

AND OPENED IMMEDIATELY THEREAFTER, IN THE DEPARTMENT OF HAWAIIAN  
HOME LANDS MAUI DISTRICT OFFICE, AT 655 KAUMUALII STREET, SUITE 1  
WAILUKU, HAWAII 96793

QUESTIONS RELATING TO THIS SOLICITATION SHOULD BE DIRECTED TO:

STEWART MATSUNAGA, PROJECT MANAGER  
LAND DEVELOPMENT DIVISION, DEPARTMENT OF HAWAIIAN HOME LANDS  
TELEPHONE: (808) 620-9283, FACSIMILE: (808) 620-9299,  
E-MAIL: STEWART.T.MATSUNAGA@HAWAII.GOV

*NOTE: Interested bidders may complete the Invitation for Bids (IFB) Sign-In Sheet (included with this solicitation) and fax, mail or email to the Project Manager. All bid Addenda will be issued on the Department of Hawaiian Home Lands (DHHL) website. Therefore, all interested bidders should check the website from now through bid opening. It is the sole responsibility of the interested bidder to be knowledgeable of all addenda related to this procurement. The DHHL shall not be responsible for any missing addenda, attachments or other information regarding this IFB if a bid offer is submitted from an incomplete IFB.*

## Department of Hawaiian Home Lands - Land Development Division

### SIGN-IN SHEET

<b>IFB- 14-HHL-006</b>	<b>Project Description: Lower Kula Water System Improvements (Bypass Waterline for Phase VI Pumping Facilities)</b>
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### INSTRUCTIONS

Read this packet carefully. If you have any questions, please call Stewart Matsunaga, LDD Project Manager, at (808) 620-9283, or send email to [Stewart.t.matsunaga@hawaii.gov](mailto:Stewart.t.matsunaga@hawaii.gov).

\*Note: Please fax this sheet to 620-9299, or mail to Land Development Division, Department of Hawaiian Home Lands, 91-5420 Kapolei Parkway, Kapolei, HI 96707, ATTN: Stewart Matsunaga, Project Manager, after downloading this document from the Department of Hawaiian Home Lands website.

<b>Pre-Bid Meeting/Site Inspection:</b>	Date: Friday, January 17, 2014 Time: 9:00 A.M. Location: Paukukalo Community Center, 655 Kaunualii Street, Wailuku, Maui, Hawaii 96793.
<b>Notice Of Intention To Bid Must Be Received By:</b>	Date: January 23, 2014 Time: 4:30 P.M. Location: Department of Hawaiian Home Lands, Kalanimoku Building, 91-5420 Kapolei Parkway, Hon., HI 96707. Submittal of a Notice of Intention to Bid via facsimile at (808) 620-9299 is acceptable.
<b>Bids Due By:</b>	Date: February 7, 2014 Time: 2:00 P.M. Location: <b>Maui District Office</b> , Department of Hawaiian Home Lands, 655 Kaunualii Street, Suite 1, Wailuku, Maui, HI 96793.
<b>Bid Opening:</b>	February 7, 2014 Time: 2:00 P.M. Location: Paukukalo Community Center, 655 Kaunualii Street, Wailuku, Maui, HI 96793.
<b>Company:</b>	Date: _____
<b>Address:</b>	_____
<b>Phone No.</b>	<b>Cell No.</b>
<b>Fax No.</b>	
<b>Email Address:</b>	_____
<b>Contact Person:</b>	

\_\_\_\_\_  
*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-14-HHL-006**

SEALED BIDS for IFB No.: IFB-14-HHL-006, Lower Kula Water System Improvements, County of Maui, State of Hawaii, will be received by the Maui District Office of the Department of Hawaiian Home Lands (DHHL), at 655 Kaunualii Street, Wailuku, Maui, Hawaii 96793, until **2:00 p.m., Hawaii Standard Time (H.S.T.), February 7, 2014**, 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 the following: Installation of 1,274 linear feet of eighteen- inch (18") waterline from the existing Kula Kai Reservoir to the existing Phase VI Pumps at Kula, Maui, Hawaii, situated at Tax Map Key Number: (2) 3-4-013:13 (Portion) and 32. The Technical Specifications include, but is not limited to installing new ductile iron waterlines and appurtenances, concrete reaction and anchor blocks, concrete pipe support and piers, grouted rubble pavement, eighteen- inch (18") drain line with CRM headwall, connections, and chlorination of system.

Work must be performed according to the Technical Specifications and Plans included in the IFB.

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 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 or downloaded free of charge from the DHHL website:  
<http://dhhl.hawaii.gov/procurement/>

**Interested Bidders are responsible to check the DHHL website for any addenda issued for this IFB.**

A NON-MANDATORY PRE-BID MEETING is scheduled for Friday, January 17, 2014, 9:00 A.M., H.S.T, at the PAUKUKALO COMMUNITY CENTER, located at 655 Kaunualii Street, Wailuku, Maui, Hawaii 96793. Subcontractors and union representatives are welcome to attend. The conference is to provide bidders 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 meeting for those who wish to attend. Persons needing special accommodations due to a disability may submit such requests to Stewart Matsunaga, Project Manager, Land Development Division, via facsimile at (808) 620-9299.

A written NOTICE OF INTENTION TO BID and STANDARD QUALIFICATION QUESTIONNAIRE are required and shall be received by DHHL's Land Development Division, at 91-5420 Kapolei Parkway, Kapolei, Hawaii 96707, no later than January 23, 2014. Submittal of a NOTICE OF INTENTION TO BID via facsimile at (808) 620-9299 is acceptable.

A properly executed and notarized STANDARD QUALIFICATION QUESTIONNAIRE FOR OFFERORS, SPO Form-21 ("Questionnaire") is required and shall be submitted to the DHHL Office for evaluation no later than seven (7) 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 Stewart Matsunaga, Project Manager, Land Development Division, Department of Hawaiian Home Lands, 91-5420 Kapolei Parkway, Kapolei, Hawaii 96707 or via facsimile at (808) 620-9299.

Dated at Honolulu, Hawaii, this 7th day of January, 2014.

DEPARTMENT OF HAWAIIAN HOME LANDS

  
\_\_\_\_\_  
Jobie M. K. Masagatani, Chairman  
Hawaiian Homes Commission

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

## TABLE OF CONTENTS

<b>IFB NOTIFICATION AND INFORMATION</b>	<b>PAGE</b>
IFB SIGN-IN SHEET .....	1
IFB NOTICE .....	1-2
STATE WAGE RATE SCHEDULE .....	1-14

## TECHNICAL SPECIFICATIONS

SECTION 10 - GENERAL REQUIREMENTS.....	1-8
SECTION 20 - WATER MAINS AND APPURTENANCES.....	1-2
SECTION 40 - CAST-IN-PLACE CONCRETE .....	1-17
SECTION 44 - CEMENT RUBBLE MASONRY .....	1-2
SECTION 50 - CHLORINATION SYSTEM .....	1-5

<b>AMENDMENTS TO THE "WATER SYSTEM STANDARDS, 2002"</b>	
<i>(COVER SHEET)</i> .....	1
SECTION 202 - DUCTILE IRON PIPE, FITTINGS AND APPURTENANCES .....	1
SECTION 209 - PREMOLDED FILLER, CRUSHED ROCK, PIPE CUSHION, BACKFILL MATERIAL AND BRICKS .....	1
SECTION 302 - WATER MAINS AND APPURTENANCES.....	3

<b>SPECIAL PROVISIONS TO THE "2005 STANDARD SPECIFICATIONS FOR ROAD, BRIDGE, AND PUBLIC WORKS CONSTRUCTION, STATE OF HAWAII" (COVER SHEET)</b> .....	1
SECTION 209 - TEMPORARY WATER POLLUTION, DUST AND EROSION CONTROL .....	1

## PLANS

TITLE SHEET .....	1
CONSTRUCTION NOTES AND DETAILS .....	2
18" DUCTILE IRON PIPELINE - PLAN & PROFILE.....	3
ENLARGEMENT & MISCELLANEOUS DETAILS .....	4
DETAILS: CONCRETE PIER, ANCHOR BLOCK AND PIPE SUPPORT .....	5
MISCELLANEOUS DETAILS.....	6

## REPORT

ARCHAEOLOGICAL FIELD INSPECTION REPORT.....	1-30
---	------

## **SAMPLE DHHL CONTRACT**

CONTRACT FOR GOODS OR SERVICES (FORM AG-003 REV. 6/22/2009) .....	1-2
CONTRACTORS ACKNOWLEDGMENT (FORM AG-009 REV. 07/25/2008).....	1
CONTRACTORS STANDARDS OF CONDUCT (FORM AG-010 REV. 11/15/2005) .....	1
SCOPE OF SERVICES (FORM AG-011 REV. 7/28/2005).....	1
COMPENSATION AND PAYMENT (FORM AG-012 REV. 11/15/2005).....	1
TIME OF PERFORMANCE (FORM AG-013 REV. 11/15/2005).....	1
CERTIFICATE OF EXEMPTION FROM CIVIL SERVICE (FORM AG-014 REV.6/26/2006) .....	1
SPECIAL CONDITIONS (FORM AG-015 REV. 11/15/2005).....	1-17
GENERAL CONDITIONS (FORM AG-008 103D General Conditions) .....	1-16
DHHL CONSTRUCTION GENERAL CONDITIONS (August 2013).....	1-81

## **CONTRACTOR'S SUBMITTAL**

INSTRUCTIONS FOR BID SUBMITTAL .....	1-3
TITLE PAGE (BID PACKAGE ENVELOPE COVER) .....	1
BID OFFER FORM .....	1-18

## **SAMPLE FORMS**

NOTICE OF INTENTION TO BID .....	1
STANDARD QUALIFICATION QUESTIONNAIRE .....	1-17
CORPORATE RESOLUTION .....	1
EXHIBIT A SURETY BOND .....	1-2
EXHIBIT B PERFORMANCE BOND (SURETY) .....	1-2
EXHIBIT C PERFORMANCE BOND .....	1-3

EXHIBIT D LABOR AND MATERIAL PAYMENT BOND (SURETY) .....	1-2
EXHIBIT E LABOR AND MATERIAL PAYMENT BOND .....	1-3
EXHIBIT F COMBINATION PERFORMANCE AND PAYMENT BOND .....	1-3
EXHIBIT G PERFORMANCE BOND (SURETY) FOR SUPPLEMENTAL AGREEMENT FOR GOODS AND SERVICES .....	1-2
EXHIBIT H PERFORMANCE BOND FOR SUPPLEMENTAL AGREEMENT FOR GOODS AND SERVICES .....	1-3
EXHIBIT I CONTRACTOR ACKNOWLEDGMENT .....	1-2
EXHIBIT J SURETY ACKNOWLEDGMENT .....	1-3
SPO-38 CERTIFICATION FOR HAWAII PRODUCT PREFERENCE .....	1
FORM 1 CERTIFICATION OF BIDDERS PARTICIPATION IN APPROVED APPRENTICESHIP PROGRAM UNDER ACT 17 .....	1
FORM 2 MONTHLY REPORT OF CONTRACTORS PARTICIPATION IN APPROVED APPRENTICESHIP PROGRAM UNDER ACT 17 .....	1
CERTIFICATION OF COMPLIANCE FOR EMPLOYMENT OF STATE RESIDENTS COMPTROLLER'S MEMORANDUM NO. 2011-18, EXHIBIT 2.....	1

## **STATE WAGE RATE SCHEDULES**

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

September 17, 2012  
WAGE RATE SCHEDULE BULLETIN NO. 480

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

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

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

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

The next regular schedule will be issued on or about February 15, 2013.

DWIGHT TAKAMINE  
Director



STATE OF HAWAII  
NEIL ABERCROMBIE, Governor

DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS  
DWIGHT TAKAMINE, Director  
AUDREY HIDANO, Deputy Director

RESEARCH AND STATISTICS OFFICE  
FRANCISCO P. CORPUZ, Research & Statistics Officer

OPERATIONS MANAGEMENT INFORMATION STAFF  
Elienne Yoshida, Supervisor  
Myra Oshiro

In cooperation with:  
WAGE STANDARDS DIVISION  
RUSSELL HORIKAWA, Acting Administrator

WAGE RATE SCHEDULE BULLETIN NO. 480

Classification	Current			2013			2014			2015			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	
<b>ASPHALT PAVING GROUP:</b>	<b>9/19/11</b>												
Asphalt Concrete Material Transfer	\$62.99	\$36.57	\$26.42	-	-	-	-	-	-	-	-	-	
Asphalt Raker	\$62.03	\$35.61	\$26.42	-	-	-	-	-	-	-	-	-	
Asphalt Spreader Operator	\$63.51	\$37.09	\$26.42	-	-	-	-	-	-	-	-	-	
Laborer, Hand Roller	\$59.26	\$32.84	\$26.42	-	-	-	-	-	-	-	-	-	
Roller Operator (5 tons and under)	\$61.76	\$35.34	\$26.42	-	-	-	-	-	-	-	-	-	
Roller Operator (over 5 tons)	\$63.19	\$36.77	\$26.42	-	-	-	-	-	-	-	-	-	
Screed Person	\$62.99	\$36.57	\$26.42	-	-	-	-	-	-	-	-	-	
<b>EQUIPMENT OPERATOR:</b>													
Combination Loader/Backhoe (over 3/4 cu. yd.)	\$62.03	\$35.61	\$26.42	-	-	-	-	-	-	-	-	-	
Combination Loader/Backhoe (up to 3/4 cu. yd.)	\$61.05	\$34.63	\$26.42	-	-	-	-	-	-	-	-	-	
Concrete saws and/or Grinder (self-propelled unit on streets, highways, airports and canals)	\$62.99	\$36.57	\$26.42	-	-	-	-	-	-	-	-	-	
Grader, Soil Stabilizer, Cold Planer	\$63.82	\$37.40	\$26.42	-	-	-	-	-	-	-	-	-	
Loader (2-1/2 cu. yds. and under)	\$62.99	\$36.57	\$26.42	-	-	-	-	-	-	-	-	-	
Loader (over 2-1/2 cu. yds. to and including 5 cu. yds.)	\$63.31	\$36.89	\$26.42	-	-	-	-	-	-	-	-	-	
<b>TRUCK DRIVER:</b>													
Assistant to Engineer	\$61.76	\$35.34	\$26.42	-	-	-	-	-	-	-	-	-	
Oil Tanker (double), Hot Liquid Asphalt Tanker	\$63.31	\$36.89	\$26.42	-	-	-	-	-	-	-	-	-	
Semi-Trailer, Semi-Dump, Asphalt Distributor	\$62.99	\$36.57	\$26.42	-	-	-	-	-	-	-	-	-	
Slip-in or Pup	\$63.31	\$36.89	\$26.42	-	-	-	-	-	-	-	-	-	
Single or Rock Cans Tandem Dump Truck (8 cu. yds. & under, water level)	\$62.03	\$35.61	\$26.42	-	-	-	-	-	-	-	-	-	
Single or Rock Cans Tandem Dump Truck (over 8 cu. yds., water level)	\$62.34	\$35.92	\$26.42	-	-	-	-	-	-	-	-	-	
Tractor Trailer (hauling equipment)	\$63.42	\$37.00	\$26.42	-	-	-	-	-	-	-	-	-	
Utility, Flatbed	\$61.76	\$35.34	\$26.42	-	-	-	-	-	-	-	-	-	
<b>BOILERMAKER</b>	<b>2/20/12</b>												
	\$60.38	\$33.70	\$26.68	-	-	-	-	-	-	-	-	-	12
<b>CARPENTER:</b>	<b>9/3/12</b>			<b>9/2/13</b>									
Carpenter, Patent Scaffold Erector (Over 14 feet); Piledriver; Pneumatic Nailer	\$59.17	\$39.25	\$19.92	\$60.67	\$40.50	\$20.17	-	-	-	-	-	-	1,12
Millwright	\$59.42	\$39.50	\$19.92	\$60.92	\$40.75	\$20.17	-	-	-	-	-	-	1,12
Power Saw Operator (2 h.p. & above)	\$59.32	\$39.40	\$19.92	\$60.82	\$40.65	\$20.17	-	-	-	-	-	-	1,12
<b>*CEMENT FINISHER:</b>	<b>9/17/12</b>			<b>9/2/13</b>									
Cement Finisher; Curb Setter; Precast Panel Setter; Manhole Builder	\$58.47	\$35.30	\$23.17	\$60.02	\$36.80	\$23.22	-	-	-	-	-	-	2,12
Trowel Machine Operator	\$58.62	\$35.45	\$23.17	\$60.17	\$36.95	\$23.22	-	-	-	-	-	-	2,12
<b>*CHLORINATOR</b>	<b>9/17/12</b>												
	\$27.31	\$25.17	\$2.14	-	-	-	-	-	-	-	-	-	



## WAGE RATE SCHEDULE BULLETIN NO. 480

Classification	Current			2013			2014			2015			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	
<b>* DIVER:</b>	9/17/12												
Diver (Aqua Lung) (Scuba) - Up to a depth of 30 feet	\$76.14	\$50.13	\$26.01	-	-	-	-	-	-	-	-	-	12
Diver (Aqua Lung) (Scuba) - Over a depth of 30 feet	\$85.51	\$59.50	\$26.01	-	-	-	-	-	-	-	-	-	12
Stand-By Diver (Aqua Lung) (Scuba)	\$66.76	\$40.75	\$26.01	-	-	-	-	-	-	-	-	-	12
Diver (Other than Aqua Lung)	\$85.51	\$59.50	\$26.01	-	-	-	-	-	-	-	-	-	3, 12
Stand-By Diver (Other than Aqua Lung)	\$66.76	\$40.75	\$26.01	-	-	-	-	-	-	-	-	-	3, 12
Tender (Other than Aqua Lung)	\$63.73	\$37.72	\$26.01	-	-	-	-	-	-	-	-	-	12
<b>* DRAPERY INSTALLER</b>	9/17/12												
	\$18.10	\$15.42	\$2.68	-	-	-	-	-	-	-	-	-	
<b>DRYWALL INSTALLER</b>	9/3/12			9/2/13									
	\$59.42	\$39.50	\$19.92	\$60.92	\$40.75	\$20.17	-	-	-	-	-	-	12
<b>* ELECTRICIAN: (Note 2 increases per year)</b>	8/26/12			2/17/13			2/23/14			2/22/15			
Cable Splicer (inside/outside)	\$71.37	\$44.94	\$26.43	\$71.67	\$45.27	\$26.40	\$73.34	\$46.09	\$27.25	\$75.03	\$46.92	\$28.11	4
Ground Worker (outside)	\$52.70	\$30.64	\$22.06	\$52.85	\$30.86	\$21.99	\$54.20	\$31.43	\$22.77	\$55.53	\$31.99	\$23.54	4
Heavy Equipment Operator (outside)	\$60.70	\$36.77	\$23.93	\$60.92	\$37.04	\$23.88	\$62.40	\$37.71	\$24.69	\$63.89	\$38.39	\$25.50	4
Line Installer (outside); Wire Installer (inside)	\$66.03	\$40.85	\$25.18	\$66.29	\$41.15	\$25.14	\$67.88	\$41.90	\$25.98	\$69.46	\$42.65	\$26.81	4
Technician (inside/outside)	\$67.63	\$42.08	\$25.55	\$67.91	\$42.38	\$25.53	\$69.52	\$43.16	\$26.36	\$71.13	\$43.93	\$27.20	4
				8/25/13			8/24/14			8/23/15			
Cable Splicer (inside/outside)	-	-	-	\$72.60	\$45.71	\$26.89	\$74.27	\$46.53	\$27.74	\$75.89	\$47.36	\$28.53	4
Ground Worker (outside)	-	-	-	\$53.59	\$31.16	\$22.43	\$54.94	\$31.73	\$23.21	\$56.22	\$32.29	\$23.93	4
Heavy Equipment Operator (outside)	-	-	-	\$61.75	\$37.40	\$24.35	\$63.22	\$38.07	\$25.15	\$64.66	\$38.75	\$25.91	4
Line Installer (outside); Wire Installer (inside)	-	-	-	\$67.17	\$41.55	\$25.62	\$68.75	\$42.30	\$26.45	\$70.27	\$43.05	\$27.22	4
Technician (inside/outside)	-	-	-	\$68.79	\$42.80	\$25.99	\$70.40	\$43.57	\$26.83	\$71.95	\$44.34	\$27.61	4
Telecommunication Worker	9/1/12			9/1/13									
Licensed Technician	\$36.15	\$25.35	\$10.80	\$37.04	\$25.60	\$11.44	-	-	-	-	-	-	
Technician I / Splicer	\$34.75	\$24.14	\$10.61	\$35.63	\$24.38	\$11.25	-	-	-	-	-	-	
<b>ELEVATOR CONSTRUCTOR MECHANIC</b>	2/20/12												
	\$74.165	\$50.63	\$23.535	-	-	-	-	-	-	-	-	-	
<b>* EQUIPMENT OPERATOR:</b>	9/17/12												
Group 1	\$61.45	\$35.44	\$26.01	-	-	-	-	-	-	-	-	-	5, 12
Group 2	\$61.56	\$35.55	\$26.01	-	-	-	-	-	-	-	-	-	5, 12
Group 3	\$61.73	\$35.72	\$26.01	-	-	-	-	-	-	-	-	-	5, 12
Group 4	\$62.00	\$35.99	\$26.01	-	-	-	-	-	-	-	-	-	5, 12
Group 5	\$62.31	\$36.30	\$26.01	-	-	-	-	-	-	-	-	-	5, 12
Group 6	\$62.96	\$36.95	\$26.01	-	-	-	-	-	-	-	-	-	5, 12
Group 7	\$63.28	\$37.27	\$26.01	-	-	-	-	-	-	-	-	-	5, 12
Group 8	\$63.39	\$37.38	\$26.01	-	-	-	-	-	-	-	-	-	5, 12
Group 9	\$63.50	\$37.49	\$26.01	-	-	-	-	-	-	-	-	-	5, 12
Group 9A	\$63.73	\$37.72	\$26.01	-	-	-	-	-	-	-	-	-	5, 12
Group 10	\$63.79	\$37.78	\$26.01	-	-	-	-	-	-	-	-	-	5, 12
Group 10A	\$63.94	\$37.93	\$26.01	-	-	-	-	-	-	-	-	-	5, 12
Group 11	\$64.09	\$38.08	\$26.01	-	-	-	-	-	-	-	-	-	5, 12
Group 12	\$64.45	\$38.44	\$26.01	-	-	-	-	-	-	-	-	-	5, 12
Group 12A	\$64.81	\$38.80	\$26.01	-	-	-	-	-	-	-	-	-	5, 12

## WAGE RATE SCHEDULE BULLETIN NO. 480

Classification	Current			2013			2014			2015			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)	9/17/12												
	\$22.30	\$15.75	\$6.55	-	-	-	-	-	-	-	-	-	
FLOOR LAYER (CARPET, LINOLEUM & SOFT TILE)	2/26/12												
	\$50.35	\$28.89	\$21.46	-	-	-	-	-	-	-	-	-	12
* GLAZIER	9/17/12												
	\$57.87	\$32.65	\$25.22	-	-	-	-	-	-	-	-	-	6
* HELICOPTER WORK:	9/17/12												
Airborne Hoist Operator	\$65.31	\$39.30	\$26.01	-	-	-	-	-	-	-	-	-	12
Co-Pilot	\$65.45	\$39.44	\$26.01	-	-	-	-	-	-	-	-	-	12
Pilot	\$65.62	\$39.61	\$26.01	-	-	-	-	-	-	-	-	-	12
INSULATOR	9/19/11			3/3/13									
	\$59.45	\$36.65	\$22.80	\$61.05	\$37.65	\$23.40	-	-	-	-	-	-	7
* IRONWORKER:	9/17/12												
Reinforcing, Structural	\$63.16	\$34.75	\$28.41	-	-	-	-	-	-	-	-	-	8
LABORER:	9/3/12			9/2/13									
Driller	\$48.26	\$32.30	\$15.96	\$49.26	\$33.30	\$15.96	-	-	-	-	-	-	1
Guniting Operator	\$47.76	\$31.80	\$15.96	\$48.76	\$32.80	\$15.96	-	-	-	-	-	-	1
High Scaler (Working Suspended)	\$47.76	\$31.80	\$15.96	\$48.76	\$32.80	\$15.96	-	-	-	-	-	-	
Laborer I	\$47.26	\$31.30	\$15.96	\$48.26	\$32.30	\$15.96	-	-	-	-	-	-	1
Laborer II	\$44.66	\$28.70	\$15.96	\$45.66	\$29.70	\$15.96	-	-	-	-	-	-	1
Light Clean-up (Janitorial) Laborer	\$34.37	\$22.70	\$11.67	\$35.47	\$23.70	\$11.77	-	-	-	-	-	-	1
Powder Blaster	\$48.26	\$32.30	\$15.96	\$49.26	\$33.30	\$15.96	-	-	-	-	-	-	1
Window Washer (Outside) (On bosun's chair, cable-suspended scaffold or work platform)	\$46.76	\$30.80	\$15.96	\$47.76	\$31.80	\$15.96	-	-	-	-	-	-	
LANDSCAPER:	9/3/12			9/2/13			9/1/14						
Landscape & Irrigation Laborer A	\$31.14	\$22.15	\$8.99	\$32.16	\$22.65	\$9.51	\$33.31	\$23.20	\$10.11	-	-	-	
Landscape & Irrigation Laborer B	\$31.64	\$22.65	\$8.99	\$32.66	\$23.15	\$9.51	\$33.81	\$23.70	\$10.11	-	-	-	
Landscape & Irrigation Maintenance Laborer	\$27.64	\$18.65	\$8.99	\$28.66	\$19.15	\$9.51	\$29.81	\$19.70	\$10.11	-	-	-	
LATHER	9/3/12			9/2/13									
	\$59.42	\$39.50	\$19.92	\$60.92	\$40.75	\$20.17	-	-	-	-	-	-	12
* MASON; Bricklayer;	9/17/12			9/2/13									
Cement Blocklayer, Stone Mason, Precast Sill Setter	\$58.52	\$35.35	\$23.17	\$60.07	\$36.85	\$23.22	-	-	-	-	-	-	2,12
Pointer-Caulker-Weatherproofer	\$58.77	\$35.60	\$23.17	\$60.32	\$37.10	\$23.22	-	-	-	-	-	-	2,12
* PAINTER:	9/17/12												
Painter, Spray Painter, Sandblaster or Waterblaster	\$59.95	\$34.10	\$25.85	-	-	-	-	-	-	-	-	-	
* PLASTERER	9/17/12			9/2/13									
	\$59.31	\$36.14	\$23.17	\$60.86	\$37.64	\$23.22	-	-	-	-	-	-	2,12

## WAGE RATE SCHEDULE BULLETIN NO. 480

Classification	Current			2013			2014			2015			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	
<b>PLUMBER: (Note: 2 increases per year)</b>	7/1/12			1/6/13			1/5/14						
Plumber, Pipefitter; Refrigeration Fitter; Heating & Air Conditioning Fitter; Sprinkler Fitter; Steamfitter	\$59.96	\$37.10	\$22.86	\$60.86	\$37.60	\$23.26	\$62.11	\$38.35	\$23.76	-	-	-	9
				7/7/13									
Plumber, Pipefitter; Refrigeration Fitter; Heating & Air Conditioning Fitter; Sprinkler Fitter; Steamfitter	-	-	-	\$61.86	\$38.10	\$23.76	-	-	-	-	-	-	9
<b>ROOFER:</b>	9/25/11												
Shingle, Tile, Built-up Roofing	\$52.43	\$36.10	\$16.33	-	-	-	-	-	-	-	-	-	
Coal Tar Pitch	\$88.53	\$72.20	\$16.33	-	-	-	-	-	-	-	-	-	
<b>SANDBLASTER OR WATERBLASTER:</b>													
Use wages of craft to which sand or water blasting is incidental.													
<b>* SHEETMETAL WORKER</b>	9/2/12			3/3/13									
	\$58.30	\$36.10	\$22.20	\$59.30	\$36.75	\$22.55	-	-	-	-	-	-	10,12
<b>TAPER</b>	2/20/12												
	\$56.90	\$40.00	\$16.90	-	-	-	-	-	-	-	-	-	12
<b>* TERMITE TREATER</b>	9/17/12												
	\$13.85	\$10.50	\$3.35	-	-	-	-	-	-	-	-	-	
<b>* TERRAZZO:</b>	9/17/12			9/2/13									
Terrazzo Setter	\$58.77	\$35.60	\$23.17	\$60.32	\$37.10	\$23.22	-	-	-	-	-	-	2,12
Terrazzo Base Grinder	\$56.96	\$33.79	\$23.17	\$58.51	\$35.29	\$23.22	-	-	-	-	-	-	2,12
Certified Terrazzo Floor Grinder and Tender	\$55.41	\$32.24	\$23.17	\$56.96	\$33.74	\$23.22	-	-	-	-	-	-	2,12
Terrazzo Floor Grinder	\$53.91	\$30.74	\$23.17	\$55.46	\$32.24	\$23.22	-	-	-	-	-	-	2,12
<b>* TILE SETTER:</b>	9/17/12			9/2/13									
Ceramic Hard Tile; Marble Setter	\$58.77	\$35.60	\$23.17	\$60.32	\$37.10	\$23.22	-	-	-	-	-	-	2,12
Certified Ceramic Tile & Marble Helper	\$55.41	\$32.24	\$23.17	\$56.96	\$33.74	\$23.22	-	-	-	-	-	-	2,12
<b>* TRUCK DRIVER:</b>	9/17/12												
Concrete Mixer	\$29.86	\$27.50	\$2.36	-	-	-	-	-	-	-	-	-	
Concrete Mixer/Booster	\$42.23	\$30.53	\$11.70	-	-	-	-	-	-	-	-	-	
Dump Truck, 8 cu. yds. & under (water level);													
Water Truck (up to & including 2,000 gallons)	\$62.00	\$35.99	\$26.01	-	-	-	-	-	-	-	-	-	12
Flatbed, Utility, etc.	\$61.73	\$35.72	\$26.01	-	-	-	-	-	-	-	-	-	12
End Dump, Unlicensed (Euclid, Mack, Caterpillar, or similar); Tractor Trailer (hauling equipment)	\$63.39	\$37.38	\$26.01	-	-	-	-	-	-	-	-	-	12
Semi-Trailer, Rock Cans, or Semi-Dump	\$62.96	\$36.95	\$26.01	-	-	-	-	-	-	-	-	-	12
Slip-in or Pup	\$63.28	\$37.27	\$26.01	-	-	-	-	-	-	-	-	-	12
Tandem Dump Truck, over 8 cu. yds. (water level);													
Water Truck (over 2,000 gallons)	\$62.31	\$36.30	\$26.01	-	-	-	-	-	-	-	-	-	12

WAGE RATE SCHEDULE BULLETIN NO. 480

Classification	Current			2013			2014			2015			Remarks
	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	
<b>UNDERGROUND LABORER:</b>	<b>9/3/12</b>			<b>9/2/13</b>									
Worker in a raise, shaft, or tunnel.													
Group 1	\$47.86	\$31.90	\$15.96	\$48.86	\$32.90	\$15.96	-	-	-	-	-	-	
Group 2	\$49.36	\$33.40	\$15.96	\$50.36	\$34.40	\$15.96	-	-	-	-	-	-	
Group 3	\$49.86	\$33.90	\$15.96	\$50.86	\$34.90	\$15.96	-	-	-	-	-	-	
Group 4	\$50.86	\$34.90	\$15.96	\$51.86	\$35.90	\$15.96	-	-	-	-	-	-	
Group 5	\$51.11	\$35.15	\$15.96	\$52.11	\$35.15	\$15.96	-	-	-	-	-	-	
Group 6	\$51.21	\$35.25	\$15.96	\$52.21	\$36.25	\$15.96	-	-	-	-	-	-	
Group 7	\$51.46	\$35.50	\$15.96	\$52.46	\$36.50	\$15.96	-	-	-	-	-	-	
Group 8	\$51.91	\$35.95	\$15.96	\$52.91	\$36.95	\$15.96	-	-	-	-	-	-	
<b>* WATER FRONT CONSTRUCTION (DREDGING):</b>	<b>9/17/12</b>												
<b>CLAMSHELL OR DIPPER DREDGES:</b>													
Clamshell or Dipper Operator	\$64.45	\$38.44	\$26.01	-	-	-	-	-	-	-	-	-	11.12
Mechanic; Welder; Watch Engineer	\$63.79	\$37.78	\$26.01	-	-	-	-	-	-	-	-	-	12
Deckmate; Bargemate	\$63.39	\$37.38	\$26.01	-	-	-	-	-	-	-	-	-	12
Fire Person; Oiler; Deckhand; Barge Worker	\$61.73	\$35.72	\$26.01	-	-	-	-	-	-	-	-	-	12
<b>HYDRAULIC SUCTION DREDGES:</b>													
Lever Operator	\$64.09	\$38.08	\$26.01	-	-	-	-	-	-	-	-	-	12
Mechanic; Welder	\$63.79	\$37.78	\$26.01	-	-	-	-	-	-	-	-	-	12
Watch Engineer (steam or electric)	\$63.94	\$37.93	\$26.01	-	-	-	-	-	-	-	-	-	12
Dozer Operator	\$63.73	\$37.72	\$26.01	-	-	-	-	-	-	-	-	-	12
Deckmate	\$63.39	\$37.38	\$26.01	-	-	-	-	-	-	-	-	-	12
Winch Operator (stern winch on dredge)	\$63.28	\$37.27	\$26.01	-	-	-	-	-	-	-	-	-	12
Fire Person; Oiler; Deckhand (can operate anchor scow under direction of deckmate); Levee Operator	\$61.73	\$35.72	\$26.01	-	-	-	-	-	-	-	-	-	12
<b>DERRICKS:</b>													
Operator: Derrick, Piledriver, Crane	\$64.45	\$38.44	\$26.01	-	-	-	-	-	-	-	-	-	12
Deckmate; Saurman Type Dragline (up to & including 5 yds.)	\$63.39	\$37.38	\$26.01	-	-	-	-	-	-	-	-	-	12
Saurman Type Dragline (over 5 cu. yds.)	\$63.79	\$37.78	\$26.01	-	-	-	-	-	-	-	-	-	12
Fire Person; Oiler; Deckhand	\$61.73	\$35.72	\$26.01	-	-	-	-	-	-	-	-	-	12
<b>BOAT OPERATORS:</b>													
Master Boat Operator	\$64.09	\$38.08	\$26.01	-	-	-	-	-	-	-	-	-	12
Boat Operator	\$63.94	\$37.93	\$26.01	-	-	-	-	-	-	-	-	-	12
Boat Deckhand	\$61.73	\$35.72	\$26.01	-	-	-	-	-	-	-	-	-	12
<b>* WATER WELL DRILLER:</b>	<b>9/17/12</b>												
Water Well Driller	\$32.30	\$28.00	\$4.30	-	-	-	-	-	-	-	-	-	
Water Well Driller Helper	\$23.95	\$21.25	\$2.70	-	-	-	-	-	-	-	-	-	
<b>WELDER:</b>													
Use wages of craft to which welding is incidental.													

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

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

## REMARKS

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

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

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

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

## REMARKS

## 5. Equipment Operator:

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

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

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

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

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

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

6. Glazier: \$.50 per hour shall be added to the hourly wage for height pay for exterior glazing work performed from a scaffold or rigging 25 feet or more above the ground level.
7. Insulator: Six percent per hour shall be added to the hourly wage for hazardous pay while working from a boatswain chair, staging or free standing scaffolding erected from the ground up or mezzanine floor subject to a free fall and skyclimber suspended from a permanent structure and when working above 40 feet.
8. Ironworker: \$.50 per hour shall be added to the hourly wage while working in tunnels or coffer dams. \$1.00 per hour shall be added to the hourly wage while working under or covered with water (submerged), or on the summits of Mauna Kea, Mauna Loa or Haleakala.
9. Plumber: One and one-half times the straight-time rate for height pay while working from OSHA approved trusses, stacks, towers, tanks, bosun's chair, swinging or rolling scaffolding, supporting structures or on open platforms where the employee is subject to a direct fall of 40 feet or more. Provided, however, that when said work is performed where the employee is on a firm footing within an enclosure, a hazardous condition does not exist regardless of height. \$1.00 per hour shall be added to the straight-time rate while working with flame cutting or any type of welding equipment on any galvanized material or product for at least an hour.
10. Sheetmetal Worker: Add \$.01 to the total fringe benefit hourly rate per Hawaii Revised Statutes, Section 104-2 (b)(2).
11. Water Front Construction: Clamshell or Dipper Operator: \$.50 per hour shall be added to the straight-time rate while working with boom (including jib) over 130 feet.
12. Possible wage/fringe option increases:  
 Boilermaker: Effective WRS 481 - \$2.50  
 Carpenter, Drywall Installer, Lather: Effective 9/2/13 - \$0.70  
 Cement Finisher, Mason, Plasterer, Terrazzo, Tile Setter: Effective 9/2/13 - \$0.25  
 Diver, Equipment Operator, Helicopter Work, Truck Driver, Water Front Construction: Effective WRS 481 - \$1.25  
 Floor Layer: Effective 2/24/13 - \$1.50; 3/2/14 - \$1.75; 3/1/15 - \$2.00  
 Sheetmetal Worker: Effective 9/1/13 - \$0.70; 2/2/14 - \$0.70; 8/31/14 - \$0.70  
 Taper: Effective WRS 481 - \$1.75; 1/1/14 - \$2.00

**APPRENTICE SCHEDULE BULLETIN NO. 480 September 17, 2012**

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 6
		1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	Total	
BOILERMAKER	1000	\$23.59	\$25.28	\$26.96	\$28.65	\$30.33	\$32.02					\$26.68	
CARPENTER													
Indentured Prior to 9/1/02	1000	\$15.70										\$11.77	1
"	1000		\$17.66	\$19.63	\$23.55	\$27.48	\$31.40	\$35.33	\$37.29			\$19.92	1
Indentured After 9/1/02	1000	\$15.70										\$7.77	1
"	1000		\$17.66									\$11.22	1
"	1000			\$19.63	\$23.55							\$13.72	1
"	1000					\$27.48	\$31.40					\$15.72	1
"	1000							\$35.33	\$37.29			\$17.72	1
CEMENT FINISHER													
Indentured Prior to 9/1/03	1000	\$17.85										\$6.87	2
"	1000		\$19.42	\$21.18	\$24.71	\$26.48	\$28.24	\$30.01	\$31.77			\$23.17	2
Indentured On or After 9/1/03	1000	\$17.65	\$19.42	\$21.18	\$24.71	\$26.48	\$28.24	\$30.01	\$31.77			\$10.87	2
CONSTRUCTION CRAFT LABORER (LABORER I)													
Indentured On or After 9/3/02	1000	\$15.65										\$5.60	1
"	1000		\$18.78	\$21.91	\$25.04							\$11.77	1
CONSTRUCTION EQUIPMENT OPERATOR													
Indentured Prior to 9/1/02	1000	\$18.86										\$6.75	3
"	1000		\$20.75	\$22.63	\$26.40	\$30.18	\$33.95					\$26.01	3
Indentured On or After 9/1/02	1000	\$18.86										\$6.75	3
"	1000		\$20.75									\$15.42	3
"	1000			\$22.63								\$16.21	3
"	1000				\$26.40							\$17.79	3
"	1000					\$30.18						\$19.36	3
"	1000						\$33.95					\$20.94	3
DRYWALL INSTALLER													
Indentured Prior to 9/1/02	1000	\$15.80										\$11.77	
"	1000		\$17.78	\$19.75	\$23.70	\$27.65	\$31.60	\$35.55	\$37.53			\$19.92	
Indentured After 9/1/02	1000	\$15.80										\$7.77	
"	1000		\$17.78									\$11.22	
"	1000			\$19.75	\$23.70							\$13.72	
"	1000					\$27.65	\$31.60					\$15.72	
"	1000							\$35.55	\$37.53			\$17.72	

**APPRENTICE SCHEDULE BULLETIN NO. 480 September 17, 2012**

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 6
		1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	Total	
ELECTRICIAN (WIRE & LINE INSTALLER)	1000	\$14.30										\$6.62	
"	1000		\$16.34									\$8.92	
"	1000			\$18.38								\$14.93	4
"	1000				\$20.43							\$15.86	4
"	1000					\$22.47						\$16.79	4
"	1000						\$24.51					\$17.72	4
"	1000							\$26.55				\$18.66	4
"	1000								\$28.60			\$19.59	4
"	1000									\$32.68		\$21.45	4
"	1000										\$36.77	\$23.32	4
(Effective 2/17/13)													
* ELECTRICIAN (WIRE & LINE INSTALLER)	1000	\$14.40										\$8.50	
"	1000		\$16.46									\$8.80	
"	1000			\$18.52								\$14.84	4
"	1000				\$20.58							\$15.78	4
"	1000					\$22.63						\$16.72	4
"	1000						\$24.69					\$17.64	4
"	1000							\$26.75				\$18.58	4
"	1000								\$28.81			\$19.52	4
"	1000									\$32.92		\$21.40	4
"	1000										\$37.04	\$23.27	4
ELEVATOR CONSTRUCTOR	850	\$25.315										-	
"	850		\$27.85									\$23.535	
"	1700			\$32.91	\$35.44	\$40.50						\$23.535	
FLOOR LAYER													
Indentured After 2/27/94	1000	\$11.56	\$13.00									\$13.21	
"	1000			\$14.45	\$15.89							\$17.46	
"	1000					\$17.33	\$18.78	\$21.67	\$24.56			\$21.46	
* GLAZIER													
Indentured Prior to 7/1/99	1000	\$17.96										\$23.42	5
"	1000		\$19.59									\$23.62	5
"	1000			\$22.86								\$24.02	5
"	1000				\$24.49							\$24.22	5
"	1000					\$26.12						\$24.42	5
"	1000						\$27.75					\$24.62	5
"	1000							\$29.39				\$24.82	5
"	1000								\$31.02			\$25.02	5
Indentured On or After 7/1/99	1000	\$14.69										\$23.02	5
"	1000		\$16.33									\$23.22	5
"	1000			\$17.96								\$23.42	5
"	1000				\$19.59							\$23.62	5
"	1000					\$22.86						\$24.02	5
"	1000						\$24.49					\$24.22	5
"	1000							\$26.12				\$24.42	5
"	1000								\$27.75			\$24.62	5
"	1000									\$29.39		\$24.82	5
"	1000										\$31.02	\$25.02	5



**APPRENTICE SCHEDULE BULLETIN NO. 480 September 17, 2012**

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 6
		1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	Total	
* HEAVY DUTY REPAIRER & WELDER (EQUIP. OPR 9A)													
Indentured Prior to 9/1/02	1000	\$18.86										\$6.75	3
"	1000		\$20.75	\$22.63	\$26.40	\$30.18	\$32.06	\$33.95	\$35.83			\$26.01	3
Indentured On or After 9/1/02	1000	\$18.86										\$6.75	3
"	1000		\$20.75									\$15.42	3
"	1000			\$22.63								\$16.21	3
"	1000				\$26.40							\$17.79	3
"	1000					\$30.18						\$19.36	3
"	1000						\$32.06					\$20.16	3
"	1000							\$33.95				\$20.94	3
"	1000								\$35.83			\$21.74	3
INSULATOR													
Hired After 5/3/95	2000	\$18.33										\$7.50	6
"	2000		\$18.33									\$16.77	6
"	2000			\$21.99								\$17.05	6
"	2000				\$25.66							\$17.32	6
"	2000					\$29.32						\$17.60	6
* IRONWORKER (REINFORCING & STRUCTURAL)													
Indentured After 10/31/93	1000	\$17.37										\$23.67	7
"	1000		\$19.11									\$24.14	7
"	1000			\$20.85								\$24.61	7
"	1000				\$24.32							\$25.56	7
"	1000					\$27.80						\$26.51	7
"	1000						\$31.27					\$27.46	7
MASON													
BRICKLAYER													
Indentured On or After 9/1/03	1000	\$17.68	\$18.44	\$21.21	\$24.75	\$26.51	\$28.28	\$30.05	\$31.82			\$10.87	2
STONE MASON													
Indentured On or After 9/1/03	1000	\$19.44	\$21.21	\$22.98	\$24.75	\$26.51	\$28.28	\$30.05	\$31.82			\$10.87	2
POINTER-CAULKER-WEATHERPROOFER													
Indentured On or After 9/1/03	1000	\$17.80	\$19.58	\$21.36	\$24.92	\$28.48	\$32.04					\$10.87	2
* PAINTER													
"	1000	\$15.35										\$6.85	
"	1000		\$17.05	\$18.76	\$20.46	\$22.17						\$10.35	
"	1000						\$23.87					\$11.35	
"	1000							\$27.28	\$30.69			\$12.10	
PAVING EQUIPMENT OPERATOR													
"	1000	\$20.11										\$6.70	
"	1000		\$25.80									\$15.82	
"	1000			\$29.26								\$18.32	
"	1000				\$32.91							\$21.64	
PLASTERER													
Indentured On or After 9/1/03	1000	\$14.46	\$16.26	\$18.07	\$19.88	\$21.68	\$25.30	\$28.91	\$32.53			\$10.87	2

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and where the journeyworker to apprentice ratio is met.

Apprentice Classifications	Interval Hrs	BASIC HOURLY RATE										FRINGE BENEFIT HOURLY RATE	Remarks See Pg 6
		1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	Total	
<b>PLUMBER:</b>													
PLUMBER; FIRE SPRINKLER FITTER; REFRIGERATION													
AIR CONDITIONING; STEAMFITTER-WELDER													
Indentured Prior to 9/2/85	1000	\$12.99										\$17.04	B
"	1000		\$14.84									\$17.48	B
"	1000			\$16.70								\$17.93	B
"	1000				\$18.55							\$18.38	B
"	1000					\$20.41						\$18.83	B
"	1000						\$22.26					\$19.28	B
"	1000							\$24.12				\$19.72	B
"	1000								\$25.97			\$20.17	B
"	1000									\$27.83		\$20.62	B
"	1000										\$29.68	\$21.07	B
Indentured On or After 9/2/85	1000	\$14.91										\$1.40	B
"	1000		\$14.91									\$1.45	B
"	1000			\$17.62								\$2.93	B
"	1000				\$17.62							\$2.93	B
"	1000					\$20.41						\$3.75	B
"	1000						\$20.41					\$3.75	B
"	1000							\$24.12				\$4.58	B
"	1000								\$24.12			\$4.58	B
"	1000									\$27.83		\$5.28	B
"	1000										\$27.83	\$5.28	B
<b>(Effective 1/6/13)</b>													
<b>* PLUMBER:</b>													
PLUMBER; FIRE SPRINKLER FITTER; REFRIGERATION													
AIR CONDITIONING; STEAMFITTER-WELDER													
Indentured Prior to 9/2/85	1000	\$13.16										\$17.44	B
"	1000		\$15.04									\$17.88	B
"	1000			\$16.92								\$18.33	B
"	1000				\$18.80							\$18.78	B
"	1000					\$20.68						\$19.23	B
"	1000						\$22.56					\$19.68	B
"	1000							\$24.44				\$20.12	B
"	1000								\$26.32			\$20.57	B
"	1000									\$28.20		\$21.02	B
"	1000										\$30.08	\$21.47	B
Indentured On or After 9/2/85	1000	\$15.12										\$1.40	B
"	1000		\$15.12									\$1.45	B
"	1000			\$17.86								\$2.93	B
"	1000				\$17.86							\$2.93	B
"	1000					\$20.68						\$3.75	B
"	1000						\$20.68					\$3.75	B
"	1000							\$24.44				\$4.58	B
"	1000								\$24.44			\$4.58	B
"	1000									\$28.20		\$5.28	B
"	1000										\$28.20	\$5.28	B

**APPRENTICE SCHEDULE BULLETIN NO. 480 September 17, 2012**

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 6
		1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	Total	
<b>ROOFER</b>													
Indentured Prior to 11/1/98	1000	\$16.25	\$18.05	\$21.66								\$12.08	9
"	1000				\$25.27	\$28.88	\$32.49	\$34.30				\$16.33	
Indentured On or After 11/1/98	1000	\$16.25	\$18.05	\$21.66								\$12.08	9
"	1000				\$25.27	\$28.88	\$30.69	\$32.49	\$34.30			\$16.33	
<b>SHEETMETAL WORKER</b>	1000	\$14.44										\$10.74	
"	1000		\$16.25									\$10.90	
"	1000			\$18.05								\$17.63	
"	1000				\$19.86							\$18.07	
"	1000					\$21.66						\$18.53	
"	1000						\$23.47					\$18.99	
"	1000							\$25.27				\$19.45	
"	1000								\$27.08			\$19.91	
"	1000									\$28.88		\$20.36	
"	1000										\$30.69	\$20.82	
<b>TAPER</b>	1000	\$16.00	\$18.00	\$20.00	\$22.00	\$24.00						\$6.25	
"	1000						\$26.00					\$6.75	
"	1000							\$30.00	\$34.00			\$7.25	
<b>TELECOMMUNICATION WORKER (TECHNICIAN I / SPLICER)</b>													
"	1000	\$14.48										\$8.96	
"	1000		\$15.69									\$9.17	
"	1000			\$16.90								\$9.38	
"	1000				\$18.11							\$9.57	
"	1000					\$19.31						\$9.78	
"	1000						\$21.73					\$10.20	
<b>* TILE SETTER CERAMIC &amp; HARD TILE</b>													
Indentured Prior to 9/1/03	1000	\$17.80										\$6.87	2
"	1000		\$19.58	\$21.36	\$24.92	\$26.70	\$28.48	\$30.26	\$32.04			\$23.17	2
Indentured On or After 9/1/03	1000	\$17.80	\$19.58	\$21.36	\$24.92	\$26.70	\$28.48	\$30.26	\$32.04			\$10.87	2

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

REMARKS:

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

**TECHNICAL SPECIFICATIONS**  
**FOR**  
**LOWER KULA WATER SYSTEM IMPROVEMENTS**  
**(BYPASS WATERLINE FOR PHASE VI PUMPING FACILITIES)**  
**KULA, ISLAND OF MAUI, HAWAII**  
**IFB NO.: IFB-14-HHL-006**

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

**February 6, 2013**

## **SECTION 10 - GENERAL REQUIREMENTS**

### **10.01 DESCRIPTION OF PROJECT**

The project consists of the furnishing of all labor, tools, materials and equipment necessary for the abandonment of existing waterlines and for the installation of new ductile iron waterlines and appurtenances, fire hydrants and service laterals along Upper Kimo Drive, Kula, Maui, Hawaii, in accordance with the plans and these specifications.

### **10.02 REFERENCE SPECIFICATIONS**

All work shall conform to the following standard specifications, except as amended herein or in the plans. Said standard specifications are not physically included, but are hereby included by reference.

- A. All applicable sections of the Water System Standards 2002, as amended.
- B. All applicable sections of the 2005 Standard Specifications for Road, Bridge, and Public Works Construction, State of Hawaii, as amended.

When reference is made to these standard specifications, the most recently adopted and published edition of these specifications on the date of the notice to bidders shall apply to this project, unless otherwise specified herein.

Paragraphs concerning Measurement and Payment in the above referenced standard specifications are not applicable. Work for this project will be measured and paid for under the appropriate lump sum or unit price bids in the Bid Proposal. Work for which there is no proposal item shall be considered incidental to the various contract items and will not be paid for separately.

### **10.03 PRE-CONSTRUCTION MEETING**

At least two (2) weeks following notice to proceed, the Contractor shall schedule a pre-construction meeting with the Department of Water Supply. The Contractor shall provide written notice at least one (1) week prior to meeting to all affected parties, including but not limited to, Department of Public Works, Department of Environmental Management, and Maui Electric Company.

### **10.04 TEMPORARY WATER**

The Contractor shall comply with **Section 302.26 - WATER SUPPLY** of the Water System Standards, 2002.

The Contractor shall make his own arrangements to obtain water for use at his own expense. Submit for information written descriptions of all such arrangements. The Contractor shall notify the Director if there is any water shut-off prior to installing plumbing work. At the completion of the work, the Contractor shall remove all temporary facilities at his own expense.

#### **10.05 TEMPORARY ELECTRIC POWER SERVICE**

The Contractor shall make arrangements for electrical power for use during the project period until final acceptance by the County and the Contractor shall pay for all costs for same. The Contractor shall notify the engineer if there is any electrical shut-off prior to installing electrical work. At the completion of the work, the Contractor shall remove all such temporary wiring and connection at his own expense.

#### **10.06 ENVIRONMENTAL POLLUTION CONTROL**

Environmental pollution control shall consist of the protection of the environment from pollution during and as a result of construction operations under the Contract. The control of environmental pollution requires the consideration of air, water and land and involves noise, dust, and solid waste management as well as other pollutants. The Contractor is responsible for investigating and complying with all applicable Federal, State, and County laws and regulations concerning environmental pollution control and abatement.

##### **A. Maintenance of Site:**

The Contractor shall maintain, at all times and at his expense, the site of the project in an orderly and clean condition, and shall at suitable intervals remove accumulations of rubbish or refuse materials, surplus concrete, mortar and excavated materials not required or suitable for backfill. Washings from concrete mixers or mixing boxes shall not be deposited in the drainage or sewer system of the County or on paved streets. The Contractor shall keep the site, inclusive of vehicular and pedestrian traffic routes through and approaching the site free of dirt, mud, dust, and other nuisances in compliance with the provisions of Chapter 342, HRS, Environmental Quality, and Chapter 37A, Water Quality Standards.

The Contractor shall leave his night emergency telephone number or numbers with the Police Department so that contact may be made easily at all times.

##### **B. Dust Control:**

The Contractor shall maintain all excavation, embankment, stockpile and all other work within or adjoining the project site free from dust which would cause a hazard or nuisance.

##### **C. Water Pollution:**

The Contractor shall not pollute water resources including streams and drainage systems with fuels, oils, bituminous materials, calcium chloride, acids, construction wastes, wash waters or other harmful materials. Surface drainage from cut and fills whether or not completed and from borrow and waste disposal areas shall, if turbidity producing materials are present, be held in suitable sedimentation ponds or shall be graded to control erosion to meet acceptable limits. Objectionable construction discharges shall be processed, filtered, ponded or otherwise treated prior to their discharge into waterway or drainage system. Disposal of any material, garbage, oil, grease, chemicals, trash and other similar materials in areas adjacent to streams or drainage systems shall be subject to all applicable laws and regulations concerning environmental pollution control and abatement. The

Contractor shall be responsible for filing a Notice of Intent (NOI) with the Department of Health, if applicable, and securing any applicable NPDES permits. The Contractor shall pay all costs associated for this work including any filing fees.

**D. Noise Control:**

The performance of work including use of machinery shall conform to State of Hawaii, Department of Health current rules and regulations pertaining to noise pollution. Limit construction activities to normal working hours.

**E. Rubbish Disposal:**

All unusable debris and/or waste materials shall be hauled away to an appropriate off-site dump area and Contractor shall pay for any charges incurred. Burning of unusable debris and/or waste materials shall not be permitted on the project site.

**10.07 RESPONSIBILITY FOR DAMAGE TO EXISTING FACILITIES**

The Contractor shall comply with **Section 301.10 - RESPONSIBILITY REGARDING EXISTING UTILITIES AND STRUCTURES** and **Section 301.15 - USE AND/OR DAMAGE TO PRIVATE PROPERTY** of the Water System Standards, 2002.

The Contractor shall take necessary precautions to prevent damage to existing utilities, structures and improvements, whether on the surface, above ground, or underground. While the information on the plans have been compiled from the best available sources, its completeness and accuracy is not guaranteed and is only presented as a guide to avoid known possible difficulties.

Where any existing improvements intended to remain are damaged by the Contractor, the Contractor shall promptly repair or replace the damaged portion at the Contractor's expense to the satisfaction of the governing agency and the Department of Water Supply.

Where existing improvements such as mailboxes, fences, reflectors, traffic signs, etc. must be removed or damaged in order to properly carry out construction, the Contractor shall restore to their original condition to the satisfaction of the property owner or governing agency. The cost involved in such work shall be considered incidental to the considered incidental to the various items in the Proposal and no additional compensation shall be made to the Contractor. The Contractor shall notify the Department of any damages immediately.

Existing guardrails and utility poles, where practically feasible, shall be maintained in place during installation of the waterline and appurtenances. Should removal of these items be necessary, the Contractor shall replace items to their original condition and to the governing agency and the Department of Water Supply.

If existing structures are encountered which prevent the continuation of the project and which are not properly shown on the Plans, notify the Director before continuing with the construction in order that the Director may make such field revisions as necessary to avoid conflict with the existing structures. If the contractor fails to notify the Director when an existing structure is encountered and proceeds with the construction despite this interference, he does so at his own risk and at his expense.



The Contractor shall not deface, injure or destroy trees or shrubs nor remove or cut them without approval from the Director. Any tree or other landscape features scarred or damaged by the Contractor's equipment or operations shall be restored as nearly as possible to its original condition, to the satisfaction of the Director, at the Contractor's expense.

Any road improvements, including but not limited to pavement striping, pavement markers, traffic devices, that must be removed or damaged in order to perform the work, the Contractor shall restore said improvements to their original condition to the satisfaction of the Department of Public Works and the Department of Water Supply. The cost involved in such work shall be considered incidental to the waterline installation. The Contractor shall notify the Department of Water Supply of any damaged improvements.

#### **10.08 SITE RESTORATION**

The Contractor shall comply with **Section 301.12 - CLEANING UP** and **Section 302.37 - RESTORING PAVEMENTS, DRIVEWAYS, SIDEWALKS, CURBS, GUTTERS, FENCES, WALLS AND MISCELLANEOUS** of the Water System Standards, 2002.

At all times during the work, the Contractor shall keep the premises clean and orderly, and upon completion of the work, leave the project free of rubbish or excess materials of any kind. The Contractor shall protect stored materials, cultivated trees and crops, and other items located adjacent to the project.

During construction, the Contractor shall stockpile the excavated trench materials so as to do the least damage to adjacent areas. Stockpile area shall be returned to a condition equivalent to their original condition and free of all rocks, gravel, boulders, or other foreign material. All existing drainage ditches and culverts shall be reopened, graded and natural drainage restored. The finished surface shall conform with the original surface and shall be free-draining, free of holes, rough spots or other detrimental surface features. Planted areas shall be properly restored with topsoil, replanted and maintained until growth is re-established. The cost to re-establish grass shoulders or landscaping shall be considered incidental to the cost of waterline installation.

#### **10.09 PUBLIC UTILITY SERVICE**

Notify all utility offices which are affected by construction operation at least forty eight (48) hours in advance. Under no circumstances will any utility be exposed without being granted permission to do so from the affected utility agency. Once permission has been granted, locate, if necessary, all existing underground utilities in advance of the trenching operations.

The Contractor shall be solely and directly responsible for the owners and operators of such properties for any damage, injury, expense, loss, inconvenience, delay, suits, actions, or damages which may result from the carrying out of the work to be done under the Contract.

In the event of interruption of domestic water, irrigation system, storm drain, or other utility service as a result of being exposed or unsupported, the Contractor shall promptly notify the proper authority and cooperate with said authority in restoration of service as promptly as possible and bear all costs of repair. In no case shall interruption of any water or other utility service be allowed to exist outside working hours unless approval is received.

#### **10.10 PERSONNEL SUPERVISION**

The Contractor shall be present in person, or by a responsible agent with authority to act for the Contractor in connection with the Contract during the performance of the Contract, at all times.

The Contractor shall file with the Department a written statement signed by the Contractor giving the name or names, addresses and telephone numbers of any and all foremen and employees who are authorized to act in place of the Contractor, and any communications, signed in behalf of the Contractor by such agents shall bind the Contractor. The Contractor shall be responsible for notifying the Officer-In-Charge immediately and in writing of any change in the name or names, addresses and telephone numbers so submitted.

#### **10.11 SAFETY AND FIRST AID**

The Contractor shall comply with **Section 301.06 - PROVISIONS FOR EMERGENCIES** and **Section 301.07 - ACCIDENTS** of the Water System Standards, 2002.

The Contractor shall provide at the site such equipment and medical facilities as are necessary to supply first aid service to anyone who may be injured in connection with the work.

The Contractor shall promptly report to the Department in writing all accidents whatsoever arising out of or in connection with the performance of the work whether on or adjacent to the site which caused death, personal injury or property damage, giving full details and statements from witnesses. In addition, if death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to the Department of Water Supply and the Police Department.

If any claim is made by anyone against the Contractor or any subcontractor on account of any accident, the contractor shall promptly report the facts in writing to the Department of Water Supply and pertinent insurance companies giving full details of the claim.

#### **10.12 SANITARY FACILITIES**

The Contractor shall comply with **Section 301.05 - SANITATION** of the Water System Standards, 2002.

The Contractor shall provide and maintain sanitary facilities for employees and subcontractor's employees in compliance with the regulations of the State Department of Health.

#### **10.13 FIRE PREVENTION AND PROTECTION**

The Contractor shall maintain water supply and access to existing fire hydrants and standpipes at all times, unless approved by the Department of Water Supply. The Contractor shall comply with all local and state fire prevention regulations.

#### **10.14 DISTURBING MONUMENTS**

The Contractor shall comply with **Section 301.08 - DISTURBING MONUMENTS** of the Water System Standards, 2002 and **Section 613 - CENTERLINE AND REFERENCE MONUMENTS** and **Section 614 - STANDARD STREET SURVEY MONUMENTS** of the Hawaii Standard Specifications for Road, Bridge and Public Works Construction, 1994.

#### **10.15 TREES, PLANTING, SHRUBS AND GRASS**

The Contractor shall comply with **Section 301.09 - TREES, PLANTS, SHRUBS AND GRASS** of the Water System Standards, 2002.

#### **10.16 NOTICE TO PUBLIC**

The Contractor shall comply with **Section 301.11 - NOTICE TO PUBLIC OF CLOSING OR OBSTRUCTING PUBLIC THOROUGHFARE** of the Water System Standards, 2002.

#### **10.17 INSPECTION**

The Contractor shall comply with **Section 301.16 - INSPECTION** of the Water System Standards, 2002.

The Director may place inspectors on the project. They shall have free access to inspect any and all portions of the project at all times and shall be afforded all means to inspect the materials furnished and work performed on the project. No defective or noncomplying material or workmanship will be considered as accepted as a consequence of the failure of the inspectors to discover or to point out said defects or deficiencies during the construction; nor will the presence of inspectors on the project relieve the contractor from responsibility for securing the quality and progress of work required by the contract documents.

The inspectors may not alter or waive the provisions of the contract, issue instructions contrary to the contract, or act as foreman for the contractor. The inspectors shall be free to perform their duties at all times and any intimidation of any inspector by the contractor, his agents or employees, shall be sufficient reason for the County to terminate the contract.

If the contractor wishes to work at such time of the day which is during the period other than the regular business hours of the County, or on a Saturday, Sunday, or legal State/County holiday, the contractor shall submit a written request to the Director for inspection services during such period. If such a request is made and granted, the contractor shall notify the Director not less than forty-eight (48) hours in advance of the time when such inspection services are required. The contractor shall pay the Department at the rate per hour designated by the Department for each inspector provided. A deposit of legal tender or certified check in an amount estimated by the Department to be the cost of be incurred by the Department. The contractor shall be refunded any unused portion of the deposit or be responsible for additional based on actual cost incurred by the Department for the additional inspection. The Department may reject the request for additional inspection services if inspectors are not available during the period the contractor is planning to work.

#### **10.18 PERMITS**

The Contractor shall be responsible for obtaining all necessary permits for the performance of the contract. Permits include, but are not limited to, National Pollutant Discharge Elimination System (NPDES) permit, Work to Perform on County Highway permit, and Grading Permit. Permits shall be considered incidental to the Work.

#### **10.19 MATERIALS AND PERFORMANCE TESTING**

The Contractor shall comply with **Section 301.04 - QUALITY OF MATERIALS FOR CONSTRUCTION** of the Water System Standards, 2002.

All material and performance testing required by these specification and/or as directed by the Department shall be the responsibility of the Contractor. Certification from the manufacturer indicating that the materials furnished meets the requirements established in these specifications is required to be furnished by the Contractor to the Department and any tests called for by the Department is only to re-verify the manufacturer's certification.

#### **10.20 STORAGE AND HANDLING OF MATERIALS**

The Contractor is responsible for receiving, handling, transporting, and storing of materials. The Contractor shall make arrangements to obtain a site for storage of materials and shall obtain the approval of the Department as to the location and nature of the site.

All materials for the project shall be stored off the ground under protective cover and protected from physical and chemical damage. When placed in the work, all materials shall be free from dirt, dust, rust, oil, or other foreign substances.

All storage areas shall be restored to their original condition. All damages incurred in storing or removing materials from storage areas or to adjoining property shall be replaced or repaired by the Contractor at no cost to the Department.

#### **10.21 INCIDENTAL COSTS**

Payment for items of work called for in the bid documents for which payment is not specified in the Bid Proposal shall be considered incidental to the various items in the Bid Proposal and no additional compensation shall be made to the Contractor.

#### **10.22 DISCREPANCIES**

In resolving discrepancies and/or inconsistencies among two or more specifications or among plans and specifications, the strictest shall govern.

Should there be a discrepancy between the Bid Proposal and the other parts of the contract or the basis of payment outlined in the Water System Standards 2002, the Bid Proposal shall govern.

#### **10.23 SAFETY**

The Contractor shall strictly comply with Occupational Safety and Health Standards pursuant to HRS Chapter 396 and HAR Title 12, Subtitle 8.

The Contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the Department may determine, to be reasonably necessary to protect the life and health of employees and other persons on and around the worksite and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

The Contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards promulgated by the Federal, State, and local authorities.

Authorized Federal, State, and local officials shall have right of entry to any site of contract performance to inspect, investigate, and enforce the matter of compliance with the construction safety and health standards referred to herein.

#### **10.24 RECORD DOCUMENTS**

- A. **JOB SET:** The Contractor shall maintain two (2) sets of plans and specifications at the project site. Each set shall be marked daily with any changes made in the field.
- B. **FINAL RECORD DOCUMENTS ("AS-BUILT" DRAWINGS):** Upon completion of the project and before final payment is requested, the Contractor shall submit two (2) sets of "as-built" drawings to the Department of Water Supply with the Contractor's certification that all known field changes are incorporated into the submitted set.

**END OF SECTION**

## SECTION 20 - WATER MAINS AND APPURTENANCES

### 20.01 DESCRIPTION

This work includes construction of all water mains and appurtenances as called for on the plans and/or in the Specifications including but not limited to, water pipes, fittings, valves, appurtenances, trench excavation and backfill, site restoration, hydrotesting and chlorination.

### 20.02 GENERAL REQUIREMENTS

- A. **POLYWRAP.** All ductile iron pipe, valves, and fittings shall be encased in 8-mil. thickness polyethylene material in accordance with ANSI A-21.5 and AWWA C105 with permanent markings installed to completely encase the pipe and fittings and secured thereto with 2-inch wide plastic adhesive tape. For installations below the water table or in areas subject to tidal actions, tube-form polyethylene encasement shall be used with both ends thoroughly sealed with adhesive tape at the overlap. Also, circumferential wraps of tape shall be placed at 2-foot intervals along the barrel of the pipe to minimize space between the polyethylene and the pipe.

- B. **WARNING TAPE.** The Contractor shall install warning tape over centerline of pipe, bends, and fittings below the pavement structure or 12 inches from finished grade along the entire length of trench. [ref. Section 302.03 - Trench Backfill, Water System Standards 2002]

- C. **FIRE HYDRANTS.** All fire hydrants shall be marked prior to installation for inspection by the Department as to final location. Final location of fire hydrant shall be based on the fire hydrant detail and not the stationing called out on the construction plans.

**EASEMENTS:** Whenever a fire hydrant is to be installed within private property, the contractor shall not proceed with laying of pipe until the easement has been marked with 3/4" pipe by a surveyor licensed in the State of Hawaii. The Contractor is responsible for the cost of staking each fire hydrant easement.

- D. **ABANDONED WATERLINES.** All open ends of abandoned waterlines (including fire hydrant laterals) shall be plugged with DWS 2000 concrete, whether or not shown on the plans.

Abandoned waterlines that conflict with new construction shall be removed and disposed of in accordance with Section 202 - Removal of Structures and Obstructions.

- E. **EXPOSED WATERLINES.** The Contractor shall remove and dispose of all abandoned waterlines that are exposed or within 12-inches of the ground surface or when directed by the Director. Remove and dispose of all portions of abandoned service laterals exposed.

- F. **EXISTING VALVE BOXES AND MANHOLES.** As part of the work involved the restoration or overlay of pavement, the Contractor shall adjust the top of all utility

boxes and manholes (i.e., water, sewer, drain, electrical, telephone, etc.) including frame and covers to match finish grade, whether or not shown on the plans. Work shall be in accordance with Section 604 - Manholes, Inlets, and Catch Basins and as directed by the Director.

- G. **DUCTILE IRON NIPPLES.** Whether or not shown on the plans, the Contractor shall furnish and install all necessary ductile iron nipples required for the complete installation of the water system.

#### **20.03 MATERIALS**

- A. All materials shall conform with the applicable sections of the **Water System Standards, 2002**, as amended.
- B. All other materials and installation shall conform to the **2005 Standard Specifications for Road, Bridge, and Public Works Construction, State of Hawaii**, as amended.

#### **20.04 CONSTRUCTION**

- A. All work shall conform with the applicable sections of the **Water System Standards, 2002**, as amended.
- B. All other materials and installation shall conform to the **2005 Standard Specifications for Road, Bridge, and Public Works Construction, State of Hawaii**, as amended.

#### **20.05 PAYMENT**

Work and items will be paid for under the appropriate Lump Sum or Unit Price Bids in the proposal. Work and items for which there is no proposal item shall be considered incidental to the various contract items and will not be paid for separately.

**END OF SECTION**



## **SECTION 40 - CAST-IN-PLACE CONCRETE**

### **40.01 SUMMARY**

- A. Section includes cast-in-place concrete, including formwork, reinforcement, concrete materials, mix design, placement procedures, and finishes.

### **40.02 DEFINITIONS**

- A. Cementitious Materials: Portland cement alone or in combination with one or more of blended hydraulic cement, fly ash and other pozzolans, ground granulated blast-furnace slag, and silica fume.

### **40.03 SUBMITTALS**

- A. Design Mixes: For each concrete mix. Include alternate mix designs when characteristics of materials, project conditions, weather, or other circumstances warrant adjustments.
  - 1. Indicate amounts of mix water to be withheld for later addition at Project site.
- B. Material Certificates: Signed by manufacturers certifying that each of the following items complies with requirements:
  - 1. Curing materials.
  - 2. Bonding agents.
  - 3. Adhesives.
  - 4. Vapor retarders.

### **40.04 QUALITY ASSURANCE**

- A. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products complying with ASTM C 94 requirements for production facilities and equipment.
- B. Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant, each aggregate from one source, and each admixture from the same manufacturer.
- C. ACI Publications: Comply with the following, unless more stringent provisions are indicated and maintain a copy at the field office.
  - 1. ACI 301, "Specification for Structural Concrete."
  - 2. ACI 117, "Specifications for Tolerances for Concrete Construction and Materials."



3. ACI 347R "Guide to Formwork for Concrete"
- D. Pre-installation Conference: Conduct conference at Project site, at the request of the Department of Environmental Management, Solid Waste Division.
  1. Before submitting design mixes, review concrete mix design and examine procedures for ensuring quality of concrete materials. Require representatives of each entity directly concerned with cast-in-place concrete to attend along with the Contracting Officer, including the following:
    - a. Contractor's superintendent.
    - b. Ready-mix concrete producer.
    - c. Concrete subcontractor.
  2. Agenda to include review of joint locations

#### **40.05 FORM-FACING MATERIALS**

- A. Smooth-Formed Finished Concrete: Comply with ACI 347R. Provide new or good finish form-facing panels that will provide continuous, true, and smooth concrete surfaces. Furnish in largest practicable sizes to minimize number of joints.
  1. Plywood, metal, or other ACI 347R approved panel materials.
- B. Rough-Formed Finished Concrete: Plywood, lumber, metal, or another approved material. Provide lumber dressed on at least two edges and one side for tight fit.
- C. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces. Form oils or waxes shall not be used for concrete surfaces intended to be painted.
  1. Formulate form-release agent with rust inhibitor for steel form-facing materials.

#### **40.06 STEEL REINFORCEMENT**

- A. Reinforcing Bars: ASTM A 615, Grade 60, deformed, unless otherwise noted on the drawings.
- B. Plain-Steel Wire: ASTM A 82, as drawn.
- C. Galvanized Plain-Steel Welded Wire Fabric: ASTM A 185, fabricated from galvanized steel wire into flat sheets.

#### **40.07 REINFORCEMENT ACCESSORIES**

- A. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire fabric in place that will not puncture the vapor retarder. Use plastic straps or brightly colored tie wires to secure reinforcing. Manufacture bar supports according to CRSI's "Manual of Standard Practice" from steel wire, plastic, or precast concrete or fiber-reinforced concrete of greater compressive strength than concrete, and as follows:
  - 1. For concrete surfaces exposed to view where legs of wire bar supports contact forms, use CRSI Class I plastic-protected or CRSI Class 2 stainless-steel bar supports. Refer to paragraph 3.06 for chair support spacing.
- B. Joint Dowel Bars: Plain-steel bars, ASTM A 615, Grade 60. Cut bars true to length with ends square and free of burrs.

#### **40.08 CONCRETE MATERIALS**

- A. Portland Cement: ASTM C 150, Type I or Type II.
- B. Pozzolans
  - 1. Fly Ash: ASTM C 618, Class C or F
  - 2. Blended Hydraulic Cement: ASTM C 595M.
  - 3. Ground Granulated Blast-Furnace Slag: ASTM C 989, Grade 100 or 120.
- C. Blended Hydraulic Cement: ASTM C 595; Type IS - portland blast-furnace slag cement, Type IP - portland/pozzolan cement, Type 1 (PM) - pozzolan-modified portland cement, or Type I (SM) - slag-modified portland cement.
- D. Silica Fume: ASTM C 1240, amorphous silica.
- E. Normal-Weight Aggregate: ASTM C 33, uniformly graded, and as follows:
  - 1. Class: Moderate weathering region, but not less than 3M.
  - 2. Aggregate Size: 1-1/2 inches.
  - 3. Aggregate Size: No. 57 (1 inch to No. 4).
  - 4. Aggregate Size: No. 67 (3/4 inch to No. 4).
- F. Size of Coarse Aggregate: Except when otherwise specified or permitted, maximum size of coarse aggregate shall not exceed three-fourths of the minimum clear spacing between reinforcing bars (or bundled bars), one-fifth

of the narrowest dimension between the sides of forms, or one-third of the thickness of slabs or toppings.

- G. Water: Potable and complying with ASTM C 94 or non potable meeting ASTM C-94 Acceptance Criteria for Questionable Water Supply.

#### **40.09 ADMIXTURES**

- A. General: Admixtures certified by manufacturer to contain not more than 0.1 percent water-soluble chloride ions by mass of cementitious material and to be compatible with other admixtures and cementitious materials. Do not use admixtures containing calcium chloride.
- B. Air-Entraining Admixture: ASTM C 260.
- C. Water-Reducing Admixture: ASTM C 494, Type A.
- D. High-Range, Water-Reducing Admixture: ASTM C 494, Type F.
- E. Water-Reducing and Accelerating Admixture: ASTM C 494, Type E.
- F. Water-Reducing and Retarding Admixture: ASTM C 494, Type D.

#### **40.10 CURING MATERIALS AND EVAPORATION RETARDERS**

- A. Evaporation Retarder: Waterborne, monomolecular film forming, manufactured for application to fresh concrete.

Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:

1. Finishing Aid Concentrate; Burke Group, LLC (The)
  2. Spray-Film; ChemMasters
  3. Sure Film; Dayton Superior Corporation
  4. Eucobar; Euclid Chemical Co.
  5. Confilm; Master Builders, Inc.
  6. Rich Film; Richmond Screw Anchor Co.
  7. SikaFilm; Sika Corporation
  8. Finishing Aid; Symons Corporation
- B. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. dry.

- C. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
- D. Water: Potable.
- E. Clear, Solvent-Borne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B.

Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:

- 1. Spartan-Cote; Burke Group, LLC (The)
- 2. Spray-Cure & Seal 15; ChemMasters
- 3. Day-Chem Cure and Seal; Dayton Superior Corporation
- 4. Diamond Clear; Euclid Chemical Co.
- 5. Nitocure 5; Fosroc
- 6. CS-309; W.R. Meadows, Inc.
- 7. Rich Seal 14 percent UV; Richmond Screw Anchor Co.
- 8. Kure-N-Seal; Sonneborn, Div. Of ChemRex, Inc.
- 9. Cure & Seal 14 percent; Symons Corporation
- 10. Clear Seal 150; Tamms Industries Co., Div. Of LaPorte Construction Chemicals of North America, Inc.
- 11. Acrylic Cure; Unitex

- F. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, 18 to 22 percent solids.

Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:

- 1. Klear Kote WB II 20 percent; Burke Chemicals
- 2. Safe-Cure Seal 20; ChemMasters
- 3. Diamond Clear VOX; Euclid Chemical Co.
- 4. Vocomp-20; W.R. Meadows, Inc.
- 5. Rich Seal 18 percent E; Richmond Screw Anchor Co.

6. Kure-N-Seal W; Sonneborn, Div. Of ChemRex, Inc.
  7. Cure & Seal 18 percent E; Symons Corporation
  8. Seal Cure WB Sm; Tamms Industries Co., Div. Of LaPorte Construction Chemicals of North America, Inc.
  9. Hydro Seal 800; Unitex
- G. Clear, Solvent-Borne, Membrane-Forming Curing and Sealing Compound: ASTM C1315, Type 1, Class A.

Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:

1. Spray-Cure & Seal Plus; ChemMasters
  2. CS-309/30; W.R. Meadows, Inc.
  3. Rich Seal 31 percent UV; Richmond Screw Anchor Co.
  4. Cure & Seal
- H. Clear, Waterborne, Membrane-Forming Curing and Sealing Compound: ASTM C 1315, Type 1, Class A.

#### **40.11 RELATED MATERIALS**

- A. Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber, or ASTM D 1752, cork or self-expanding cork.
- B. Epoxy Joint Filler: Two-component, semirigid, 100 percent solids, epoxy resin with a Shore A hardness of 80 per ASTM D 2240.
- C. Bonding Agent: ASTM C 1059, Type II, non-redispersible, acrylic emulsion or styrene butadiene.
- D. Epoxy-Bonding Adhesive: ASTM C 881, two-component epoxy resin, capable of humid curing and bonding to damp surfaces, of class and grade to suit requirements, and as follows:
  1. Type II, non-load bearing, for bonding freshly mixed concrete to hardened concrete.
  2. Types I and II, non-load bearing, for bonding hardened or freshly mixed concrete to hardened concrete.
  3. Types IV and V, load bearing, for bonding hardened or freshly mixed concrete to hardened concrete.

- E. Cementitious Coatings: Cement based polymer modified concrete finishing materials. Available Products subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
  - 1. ProFinish by Bonded Materials
  - 2. Polycoat by Tremcrete Systems Incorporated
  - 3. Durus by Durus High Tech Cement
  - 4. MBT RS-1150 by Master Builders Technologies.
- F. Repair Topping: Traffic-bearing, cement-based, polymer-modified, self-leveling product that can be applied in thicknesses from 1/4 inch. Products shall contain no added gypsum.
  - 1. Cement Binder: ASTM C 150, portland cement or hydraulic or blended hydraulic cement as defined in ASTM C 219.
  - 2. Primer: Product of topping manufacturer recommended for substrate, conditions, and application.
  - 3. Aggregate: Well-graded, washed gravel, 1/8 to 1/4 inch or coarse sand as recommended by topping manufacturer.
  - 4. Compressive Strength: Not less than 5500 psi (39 MPa) at 28 days when tested according to ASTM C 109/C 109M.

#### **40.12 CONCRETE MIXES**

- A. Prepare design mixes for each type and strength of concrete determined by either laboratory trial mix or field test data bases, as follows:
  - 1. Proportion normal-weight concrete according to ACI 211.1 and ACT 301.
- B. Slab-on-Grade: Proportion normal-weight concrete mix as follows:
  - 1. Compressive Strength (28 Days): 2500 psi unless indicated otherwise.
- C. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than portland cement in concrete as follows:
  - 1. Fly Ash: 25 percent.
  - 2. Combined Fly Ash and Pozzolan: 25 percent.
  - 3. Ground Granulated Blast-Furnace Slag: 50 percent.

4. Combined Fly Ash or Pozzolan and Ground Granulated Blast-Furnace Slag: 50 percent portland cement minimum, with fly ash or pozzolan not exceeding 25 percent.
  5. Silica Fume: 10 percent.
  6. Combined Fly Ash, Pozzolans, and Silica Fume: 35 percent with fly ash or pozzolans not exceeding 25 percent and silica fume not exceeding 10 percent.
  7. Combined Fly Ash or Pozzolans, Ground Granulated Blast-Furnace Slag, and Silica Fume: 50 percent portland cement minimum, with fly ash or pozzolans not exceeding 25 percent and silica fume not exceeding 10 percent.
- D. Maximum Water-Cementitious Materials Ratio: 0.45 to 0.50 for concrete exterior slabs.
- E. Limit water-soluble, chloride-ion content in hardened concrete per ACI 318 Chapter 4 for corrosion protection of reinforcing steel.
- F. Synthetic Fiber: Uniformly disperse in concrete mix at manufacturer's recommended rate.
1. Synthetic fiber reinforcement for exterior concrete sidewalks on grade and in other areas identified in the contract documents.
- G. Admixtures: Use admixtures according to manufacturer's written instructions.
1. Use water-reducing admixture or high-range water-reducing admixture (superplasticizer) in concrete, as required, for placement and workability.
  2. Use water-reducing and retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.
  3. Use water-reducing admixture in pumped concrete, concrete for heavy-use industrial slabs and parking structure slabs, concrete required to be watertight, and concrete with a water-cementitious materials ratio below 0.50.

#### **40.13 FABRICATING REINFORCEMENT**

- A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."

#### **40.14 CONCRETE MIXING**

- A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94, and furnish batch ticket information. Batch ticket information shall include design mix reference, water that can be added at the jobsite, and

admixtures. For transit mixing, complete not less than 70 revolutions of the drum at the manufacturer's rated mixing speed. Discharge concrete into its final position within 90 minutes after introduction of batch water to the cement. If a retarder admixture is used, the discharge time limit of 90 minutes may be increased by the time specified for retardation by the admixture manufacturer or the concrete supplier. Mix concrete a minimum of one minute at mixing speed immediately prior to discharge.

#### **40.15 FORM WORK**

- A. Design, shore, brace, and maintain formwork, according to ACI 301, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until concrete structure can support such loads.
- B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117.
- C. Limit concrete surface irregularities, designated by ACI 347R as abrupt or gradual, as follows:
  - 1. Class C, 1/2 inch. For permanently exposed surfaces without additional finish.
- D. Construct forms to prevent loss of concrete mortar.
- E. Fabricate forms for easy removal without hammering or prying against concrete surfaces. Provide crush or wrecking plates where stripping may damage cast concrete surfaces. Provide top forms for inclined surfaces steeper than 1.5 horizontal to 1 vertical. Kerf wood inserts for forming keyways, reglets, recesses, and the like, for easy removal.
  - 1. Do not use rust-stained steel form-facing material.
- F. Set edge forms, bulkheads, and intermediate screed strips for slabs to achieve required elevations and slopes in finished concrete surfaces. Provide and secure units to support screed strips; use strike-off templates or compacting-type screeds. Maintain the integrity of the vapor retarder membrane.
- G. Coat contact surfaces of forms with form-release agent, according to manufacturer's written instructions, before placing reinforcement.

#### **40.16 EMBEDDED ITEMS**

- A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete. Use Setting Drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.



#### 40.17 REMOVING AND REUSING FORMS

- A. General: Formwork that does not support weight of concrete may be removed after cumulatively curing at not less than 50 deg F for 24 hours after placing concrete provided concrete is hard enough to not be damaged by form-removal operations and provided curing and protection operations are maintained. The 24 hour period may be reduced to 12 hours in compliance with ACI 347R with prior approval from the Contracting Officer.
- B. Clean and repair surfaces of forms to be reused in the Work. Split, frayed, delaminated, or otherwise damaged form-facing material will not be acceptable for exposed surfaces. Apply new form-release agent.
- C. When forms are reused, clean surfaces, remove fins and laitance, and tighten to close joints. Align and secure joints to avoid offsets. Do not use patched forms for exposed concrete surfaces unless approved by Contracting Officer.

#### 40.18 STEEL REINFORCEMENT

- A. General: Comply with CRSI's "Manual of Standard Practice" for placing reinforcement.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, and other foreign materials.
- C. Accurately position, support, and secure reinforcement against displacement. Locate and support reinforcement with bar supports to maintain minimum concrete cover.
  - 1. Support slab reinforcing bars as follows:

BAR SIZE	MAXIMUM DISTANCE BETWEEN SUPPORTS
#3	2 feet
#4	3 feet
#5	4 feet
#3 at 15" E.W.	4'-6" o.c. each way
WIRE FABRIC SHEETS	MAXIMUM DISTANCE BETWEEN SUPPORTS
12 x 12 - W2.9/w2.9	2'-0" o.c. each way
12 x 12 - W6/W6	3'-4" o.c. each way
4 x 4 - W4 x W4	3'-0" o.c. each way

- D. Set wire ties with ends directed into concrete, not toward exposed concrete surfaces.
- E. Install welded wire fabric in longest practicable lengths on bar supports spaced to minimize sagging. Lap edges and ends of adjoining sheets at least one mesh spacing. Offset laps of adjoining sheet widths to prevent continuous laps in either direction. Lace overlaps with wire.

#### **40.19 JOINTS**

- A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.
- B. Construction Joints: Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Contracting Officer.
  - 1. Place joints perpendicular to main reinforcement. Continue reinforcement across construction joints, unless otherwise indicated. Do not continue reinforcement through sides of strip placements of floors and slabs.
  - 2. Form from preformed galvanized steel, plastic keyway-section forms, or bulkhead forms with keys, unless otherwise indicated. Embed keys at least 1-1/2 inches into concrete.
  - 3. Use a bonding agent at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
  - 4. Use epoxy-bonding adhesive at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
- C. Contraction Joints in Slabs-on-Grade: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of concrete thickness, as follows:
  - 1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint to a radius of 1/8 inch. Repeat grooving of contraction joints after applying surface finishes. Eliminate groover tool marks on concrete surfaces.
  - 2. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8 inch wide joints into concrete when cutting action will not tear, abrade, or otherwise damage surface and before concrete develops random contraction cracks.
- D. Isolation Joints in Slabs-on-Grade: After removing formwork, install joint-filler strips at slab junctions with vertical surfaces, such as column pedestals, foundation walls, grade beams, and other locations, as indicated.

1. Extend joint-filler strips full width and depth of joint, terminating flush with finished concrete surface, unless otherwise indicated.
  2. Terminate full-width joint-filler strips not less than 1/2 inch or more than 1 inch below finished concrete surface where joint sealants, specified in Division 7 Section "Joint Sealants," are indicated.
  3. Install joint-filler strips in lengths as long as practicable. Where more than one length is required, lace or clip sections together.
- E. Dowel Joints: Install dowel sleeves and dowels or dowel bar and support assemblies at joints where indicated.
1. Use dowel sleeves or lubricate or asphalt-coat one-half of dowel length to prevent concrete bonding to one side of joint.

#### **40.20 CONCRETE PLACEMENT**

- A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections have been performed. Provide one day notification to Contracting Officer for each scheduled pour.
- B. Do not add water to concrete during delivery, at Project site, or during placement, unless approved by Contracting Officer.
- C. Convey concrete from mixer to the place of final deposit rapidly by methods that prevent segregation or loss of ingredients and will insure the required quality of concrete. Use conveying equipment, conveyors, hoppers, baffles, chutes, pumps that are sized and designed to prevent cold joints from occurring and prevent segregation in discharged concrete. Clean conveying equipment before each placement.
- D. Deposit concrete continuously or in layers of such thickness that no new concrete will be placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as specified. Deposit concrete to avoid segregation.
- E. Deposit and consolidate concrete for floors and slabs in a continuous operation, within limits of construction joints, until placement of a panel or section is complete.
  1. Consolidate concrete during placement operations so concrete is thoroughly worked around reinforcement and other embedded items and into corners.
  2. Consolidate placed concrete with mechanical vibrating equipment. Use equipment and procedures for consolidating concrete recommended by ACI 309R.

3. Maintain reinforcement in position on chairs during concrete placement.
  4. Screed slab surfaces with a straightedge and strike off to correct elevations.
  5. Slope surfaces uniformly to drains where required.
  6. Begin initial floating using bull floats or darbies to form a uniform and open-textured surface plane, free of humps or hollows, before excess moisture or bleed-water appears on the surface. Do not further disturb slab surfaces before starting finishing operations.
- F. Hot-Weather Placement: Place concrete according to recommendations in ACI 305R and as follows, when hot-weather conditions exist.
1. Cool ingredients before mixing to maintain concrete temperature below 90 deg F at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
  2. Cover steel reinforcement with water-soaked burlap so steel temperature will not exceed ambient air temperature immediately before embedding in concrete.
  3. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots, or dry areas.

#### **40.21 CONCRETE SLABS ON GRADE**

- A. For exterior areas, unless specified elsewhere, place concrete floor slabs directly over granular fill or compacted fill and reinforce slabs. Provide isolation and contraction joints where detailed and, at intersections, corners and at abutments. Place contraction joints not more than 5 feet apart, unless detailed otherwise.
1. Finish concrete true to grade, section and cross slope for sloped or crowned walks at 1.5% (1% minimum and 2% maximum). Round edges to 1/8" radius except saw-cut joints. Finish steps in connection with walks with same finish as walks.

#### **40.22 FINISHING FLOORS AND SLABS**

- A. General: Comply with recommendations in ACI 302.1R for screeding, restraighening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.
- B. Broom Finish: Apply a broom finish to exterior concrete slabs, and elsewhere as indicated.

1. Immediately after float finishing, slightly roughen trafficked surface by brooming with fiber-bristle broom perpendicular to main traffic route. Coordinate required final finish with Contracting Officer before application.

#### **40.23 MISCELLANEOUS CONCRETE ITEMS**

- A. Filling In: Fill in holes and openings left in concrete structures, unless otherwise indicated, after work of other trades is in place. Mix, place, and cure concrete, as specified, to blend with in-place construction. Provide other miscellaneous concrete filling indicated or required to complete Work.
- B. Equipment Bases and Foundations: Provide equipment foundations as shown on Drawings. Set anchor bolts for equipment at correct elevations, complying with diagrams or templates of manufacturer furnishing equipment

#### **40.24 CONCRETE PROTECTION AND CURING**

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and with recommendations in ACI 305R for hot-weather protection during curing.
- B. Evaporation Retarder: Apply evaporation retarder to unformed concrete surfaces before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.
- C. Formed Surfaces: Cure formed concrete surfaces, including underside of beams, supported slabs, and other similar surfaces. If forms remain during curing period, moist cure after loosening forms. If removing forms before end of curing period, continue curing by one or a combination of the curing methods listed in paragraph 3.14.D.
- D. Unformed Surfaces: Begin curing immediately after finishing concrete. Cure unformed surfaces, including floors and slabs, concrete floor toppings, and other surfaces, by one or a combination of the following methods:
  1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:
    - a. Water.
    - b. Continuous water-fog spray.
    - c. Absorptive cover, water saturated, and kept continuously wet. Cover concrete surfaces and edges with 12-inch lap over adjacent absorptive covers.
  2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive. Cure for not less than seven days.

Immediately repair any holes or tears during curing period using cover material and waterproof tape.

- a. Moist cure or use moisture-retaining covers to cure concrete surfaces to receive floor coverings.
  - b. Moist cure or use moisture-retaining covers to cure concrete surfaces to receive penetrating liquid floor treatments.
  - c. Cure concrete surfaces to receive floor coverings with either a moisture-retaining cover or a curing compound that the manufacturer recommends for use with floor coverings.
3. Curing Compound: Apply uniformly in continuous operation by spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.
  4. Curing and Sealing Compound: Apply uniformly to floors and slabs indicated in a continuous operation by spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application where recommended by the manufacturer. Repeat process 24 hours later and apply a second coat. Maintain continuity of coating and repair damage during curing period.

#### **40.25 JOINT FILLING**

- A. Prepare, clean, and install joint filler according to manufacturer's written instructions. Defer joint filling as long as possible. Do not fill joints until construction traffic has permanently ceased.
- B. Remove dirt, debris, saw cuttings, curing compounds, and sealers from joints; leave contact faces of joint clean and dry.
- C. Install semirigid epoxy joint filler full depth in saw-cut joints and at least 2 inches deep in formed joints. Overfill joint and trim joint filler flush with top of joint after hardening.

#### **40.26 CONCRETE SURFACE REPAIRS**

- A. Defective Concrete: Repair and patch defective areas. Remove and replace concrete that cannot be repaired and patched to Contracting Officer's approval.
- B. Patching Mortar: Mix dry-pack patching mortar, consisting of one part portland cement to two and one-half parts fine aggregate passing a No. 16(1.2-mm) sieve, using only enough water for handling and placing.
- C. Repairing Unformed Surfaces: Test unformed surfaces, such as floors and slabs, for finish and verify surface tolerances specified for each surface.

Correct low and high areas. Test surfaces sloped to drain for trueness of slope and smoothness; use a sloped template.

1. Repair finished surfaces containing defects. Surface defects include spalls, popouts, honeycombs, rock pockets, crazing and cracks in excess of 0.01 inch wide or that penetrate to reinforcement or completely through unreinforced sections regardless of width, and other objectionable conditions.
  2. After concrete has cured at least 14 days, correct high areas by grinding.
  3. Correct localized low areas during or immediately after completing surface finishing operations by cutting out low areas and replacing with patching mortar. Finish repaired areas to blend into adjacent concrete.
  4. Correct other low areas scheduled to receive playground equipment with a repair underlayment. Prepare, mix, and apply repair underlayment and primer according to manufacturer's written instructions to produce a smooth, uniform, plane, and level surface. Feather edges to match adjacent floor elevations.
  5. Correct other low areas scheduled to remain exposed with a repair topping. Cut out low areas to ensure a minimum repair topping depth of 1/4-inch to match adjacent floor elevations. Prepare, mix, and apply repair topping and primer according to manufacturer's written instructions to produce a smooth, uniform, plane, and level surface.
  6. Repair defective areas, except random cracks and single holes 1-inch or less in diameter, by cutting out and replacing with fresh concrete. Remove defective areas with clean, square cuts and expose steel reinforcement with at least 3/4-inch clearance all around. Dampen concrete surfaces in contact with patching concrete and apply bonding agent. Mix patching concrete of same materials and mix as original concrete except without coarse aggregate. Place, compact, and finish to blend with adjacent finished concrete. Cure in same manner as adjacent concrete.
  7. Repair random cracks and single holes 1-inch or less in diameter with patching mortar. Groove top of cracks and cut out holes to sound concrete and clean off dust, dirt, and loose particles. Dampen cleaned concrete surfaces and apply bonding agent. Place patching mortar before bonding agent has dried. Compact patching mortar and finish to match adjacent concrete. Keep patched area continuously moist for at least 72 hours.
- D. Perform structural repairs of concrete, subject to Contracting Officer's approval, using epoxy adhesive and patching mortar.

- E. Repair materials and installation not specified above may be used, subject to Contracting Officer's approval.

**END OF SECTION**



## SECTION 44 - CEMENT RUBBLE MASONRY

### 44.01 DESCRIPTION

This work shall consist of furnishing and placing of cement mortar and rocks to the lines and grades shown on plans and as specified under these specifications.

### 44.02 MATERIALS

- A. Stone. Stone shall be clean, durable, free from seams or other imperfection. When tested under AASHTO Test Method T96, it shall show a wear not to exceed 50%. It shall have a minimum specific gravity of 2.4. The sizes and shapes shall be as shown on the plans or specified in the special provisions.
- B. Mortar. Mortar for bedding shall consist of one part cement and not more than three parts fine aggregate. Hydrated lime may be added to the mortar and the quantity shall not exceed the recommendation of the manufacturer. The lime shall be treated as an addition to and not as replacing any cement.

### 44.03 DETAILS

Large flat stones shall be selected for the bottom or first course and shall be laid in a full mortar bed in practically horizontal position. Selected stones, roughly squared and pitched to lines, shall be used at all angles and end faces of walls. All stones shall be fully bedded in mortar and so placed as to break joints at least 6 inches.

Headers shall be distributed uniformly throughout the walls. They shall extend from the front to back face where the wall is less than 24 inches in thickness.

Spalls shall not be used in the face of a wall. The face stones shall be so well bedded that none will be needed. Natural flat surface or cut face of stones shall be used in the exposed face of the wall. Space between the backing stones shall be filled with spalls and mortar. Voids in any part of the wall shall not be permitted.

Weep holes, 3 inches in diameter, shall be provided in the walls at locations shown on the plans or at approximately 8-foot centers. Filter material conforming to the requirements of Section 28.2G, at least 2 cubic feet in volume, shall be placed at each weep hole.

Stones for the top course shall be wide enough to cover the top of the wall with the top face practically flat. They shall be set in full mortar bed.

Unless specified otherwise by the Engineer or in the plans and/or special provisions, jointing shall be made according to the following procedure. After the stones are placed, loose mortar shall be removed from the wall faces. The joints shall be cleaned of all mortar to a depth of 1 inch, wetted, and pointed with portland cement mortar mixed in the proportions of one part cement to one part fine aggregate or beach sand by volume. The pointed masonry shall be kept moist for a minimum period of 24 hours.

**44.04 MEASUREMENT**

Cement rubble masonry shall be measured for payment as shown in the proposal and shall be computed based on the dimensions shown on the plans or ordered by the Engineer.

**44.05 PAYMENT**

Payment shall be made as shown in the proposal and shall be full compensation for furnishing all materials, labor, tools, and incidentals necessary to construct the work in place.

**END OF SECTION**

## **SECTION 50 - CHLORINATION SYSTEM**

### **50.01 GENERAL REQUIREMENTS**

- A. Furnish all labor, materials and equipment necessary for the installation of the chlorination including, but not limited to, hypochlorite solution metering pump system, hypochlorite solution storage tanks, chlorine residual analyzer, piping, fittings, valves, and appurtenances, in place complete, as indicated on the plans and in these specifications.
- B. The following construction standards, with certain modifications as hereinafter specified, are hereby incorporated into, and made a part of these specifications by reference and shall be applicable to all work performed by the Contractor under this section:
  - 1. Water System Standards, County of Maui, Department of Water Supply, 2002, as amended, hereinafter referred to as "DWS Standards".
- C. The Contractor shall, by careful examination, satisfy himself as to the nature of the work, the character of the equipment to be furnished, and all other matters which can in any way affect the work under this specification. Unless expressly excluded, any and all labor, material, and equipment not specifically indicated herein but needed to complete the work, or any part thereof, shall be considered as included and shall be furnished under this specification.

### **50.02 SUBMITTALS**

- A. Submittals shall be approved and submitted to the Department prior to delivery of materials to the site. Materials requiring the submission of submittals shall include, but not be limited to the following:
  - 1. Hypochlorite Metering Pump System
  - 2. Hypochlorite Solution Storage Tanks
  - 3. Chlorine Residual Analyzer
  - 4. Piping materials and valves
- B. Hypochlorite Metering Pump System:
  - 1. Pump and piping layout drawings. Show dimensions, mounting details and materials of construction.
  - 2. Duplex control and panel diagrams.
- C. Installation Instructions and Operation and Maintenance Manuals:

Include instructions for installation and proper operation and maintenance in the O&M manual. Included in the O&M manuals shall be drawings of the equipment describing the pumps, pump controls, valves, regulators, residual analyzer, and their accompanying material lists, and other pertinent information for the following:

1. Hypochlorite Metering Pump System
2. Chlorine Residual Analyzer

#### **50.03 OPERATION OF CHLORINATION SYSTEM**

The chlorination system shall be interlocked with inlet flow to tank. The hypochlorite metering pump shall start upon actuation of inlet piping flow switch and shall stop with deactivation of the flow switch. The dilution water solenoid shall open upon actuation of the discharge piping flow switch; and shall close with deactivation of the flow switch. The pumping rate shall be controlled by the chlorine residual of the product water as measured by the chlorine residual analyzer. The solution formed by the hypochlorite solution and water at the ejector is delivered to the deep well pump discharge piping through the chlorine solution line.

The hypochlorite pumps shall be interlocked so that when one pump fails or the corresponding hypochlorite tank is empty, the other pump will start. Tank low level system and pump flow monitor system shall be supplied by the metering pump manufacturer.

#### **50.04 HYPOCHLORITE METERING PUMP**

##### **A. General:**

This specification covers the minimum requirements for the hypochlorite metering pump system. The pumps shall be designed to meet the requirements specified herein.

- B. Pumps shall be high suction, peristaltic type constructed of materials compatible with sodium hypochlorite solution. Each pump shall be supplied with a suction hose of adequate length with non-metallic strainer suitable for submergence in concentrated hypochlorite solution. Pumps shall have a flow range of 0 to 55 gpd. Minimum discharge pressure shall be 100 psi. Pumps shall be 120V/2 ph/60Hz. Pumps shall be Watson-Marlow Bredel model 520U/REH, or approved equal.

#### **50.05 CHLORINATION PIPING AND ACCESSORIES**

##### **A. General:**

Provide piping and components as shown on the drawings and as specified. All materials shall be compatible with prolonged contact with sodium hypochlorite solution. Solvent welding of PVC used throughout the chlorine room and that could come in contact with sodium hypochlorite shall be solvent welded using IPS Weld-On 724, or approved equal.

**B. Pipe and Tube:**

Tubing for concentrated hypochlorite shall be PVDF or CPE (chlorinated polyethylene) lined. Hypochlorite solution piping shall be PVC schedule 80. Sodium hypochlorite solution hose shall be Teflon or CPE lined. Hose shall be Goodyear Hi-Per, Goodyear Brown Flexwing or approved equal. Unions, couplings, tube connectors, tube adapters and all other connectors and adapters shall be provided as required.

**C. Valves:**

Valves for concentrated hypochlorite solution shall be ball type, of PVC construction. All seals and seats shall be viton or CPE. Ball valves for hypochlorite service shall have a hole drilled through the downstream side of the ball.

**D. Hypochlorite Solution Tube Encasement:**

Hose encasement shall be PVC Schedule 80. Dust cap shall be fabricated from PVC cap.

**E. Dilute Hypochlorite Solution Main Connection:**

The chlorine solution main connection shall be as indicated in the plans.

**F. Hypochlorite Solution Storage Tanks:**

The Contractor shall furnish and install one (1) sodium hypochlorite solution tank complete with all taps and opening made at the factory. As a minimum, tank shall have a 10" diameter fill hole with screw on lid, and taps for metering pump suction hose, automatic level detector, vent and one spare. Tanks shall be cylindrical, horizontal mounted with adequate supports for mounting on floor. Tanks shall be nominal 200 gallons each, horizontal configuration, 32-inch diameter by 5'-8" length. Tanks shall be of all non-metallic construction suitable for storage of concentrated sodium hypochlorite solution. Tanks shall be manufactured by Chem-tainer Industries, or equal.

**G. Safety Vent Lines:** The safety vent lines shall be 1/2" corrosion resistant plastic pipe and shall run to a point outside the building. The gradient of the line must be continuous without traps, supported as required, and atmospheric end shall be faced down or be otherwise protected against the entrance of moisture or other foreign material.

**H. Pipe, Tubing and Equipment Supports:** Supports shall consist of wall-mounted FRP channels with non-metallic clamps, U-bolts and hardware as manufactured by Aickinstrut or approved equal.

**50.06 CHLORINE RESIDUAL ANALYZER**

**A. Provide a chlorine residual analyzer in accordance with the following.**

- B. The chlorine residual analyzer shall analyze the water sample and produce a 4 - 20 mA D.C. current proportional to the free chlorine residual in the sample. Cycle time shall be 2-1/2 minutes.
- C. The range of the analyzer shall be field selectable 0 to 5mg/L free or total residual chlorine, with automatic color/turbidity compensation.
- D. The residual analyzer shall be mounted in a separate NEMA 4X Type 316L stainless steel cabinet as shown on the drawings. Cabinet size shown on drawings is for illustrative purposes. Contractor shall verify space requirements and adequately size cabinet to house the required equipment and provide adequate space for operation and maintenance. Cabinet shall have a locking 3-point latch. Cabinet supports shall be 12 gage 316 or 316L stainless steel. Cabinet shall be as manufactured by Hoffman, or approved equal. Cabinet supports shall be as manufactured by Unistrut, or approved equal.
- E. The chlorine residual analyzer shall be Hach CL 17 or approved equal.

**50.07 WATER PIPING AND APPURTENANCES**

- A. Pipe and fittings shall conform to the DWS Standards.
- B. Strainer shall be constructed of bronze bodies with screwed connections and shall be self-cleaning "Y" design with plug. Strainer shall be Watts Series 777 or approved equal.
- C. Check valve shall be Watts Series WCV-2 or approved equal.
- D. Backflow preventer shall be reduced pressure type with inlet and outlet ball valves. Backflow preventer shall be as specified in the DWS Standards.
- E. Pressure reducing valves shall be adjustable by a screw at the top. Valve housing shall be brass or bronze construction. Valve shall have a completely replaceable cartridge. Cartridge shall be replaceable without removing valve from pipeline. Pressure reducing valve shall be as manufactured by Wilkins, or equal.
- F. Water supply valves shall be bronze. Solenoid valves shall be PVC body with non-metallic wetted parts suitable for contact with hypochlorite solution rated for continuous duty.
- G. Water piping shall be copper type K. Dielectric unions, couplings, tube connectors, tube adapters and all other connectors and adapters shall be provided as required.
- H. Pressure regulator for chlorine residual analyzer shall be forged brass body with replaceable stainless steel seat. Regulator shall incorporate a 30 mesh stainless steel strainer. Regulator outlet pressure shall be adjustable between 0 and 8 psi by a screw at the top. Factory setting shall be 4 psi. Inlet and outlet connections shall be 1/4". Pressure regulator shall be Watts Model 215A or approved equal.

**50.08 SPARE PARTS**

Provide manufacturer's recommended spare parts. As a minimum, provide two sets of metering pump tubes and rotors.

**50.09 INSTALLATION**

All work required for the installation of the chlorination system shall be in accordance with the recommendations of and instructions provided by the equipment manufacturer, and as indicated on the plans.

Verify placement of all tanks, piping, fittings, valves and appurtenances. Coordinate location and installation of the pump mounting base plates.

**50.10 CHLORINATION**

After the pump and piping systems have been acceptably installed and tested, they shall be chlorinated in accordance with the requirements of the Department of Water Supply.

**50.11 TESTING AND INSPECTIONS**

The chlorination system, including but not limited to the hypochlorite metering pump system, sodium hypochlorite storage tanks, and chlorine residual shall be setup and tested by an authorized technician, prior to acceptance by the Department. The chlorination system and appurtenances shall be tested in accordance with the device manufacturer's recommendations. If any device is found defective, the Contractor shall be responsible for repairing and retesting the device

**50.12 MEASUREMENT**

Chlorination system shall not be measured directly but shall be part of the contract lump sum bid items as applicable.

**50.13 PAYMENT**

Chlorination system shall not be paid for directly but shall be part of the contract lump sum price bid items as applicable, and which prices shall include full compensation for all work of this section and all other applicable sections.

**END OF SECTION**

## **SPECIAL PROVISIONS**

### **WATER SYSTEM STANDARDS**

These special provisions shall supplement and/or amend the following sections of the Department of Water Supply's "Water System Standards, 2002".



Make the following revisions to **Section 202- Ductile Iron Pipe, Fittings, and Appurtenances** of the Water System Standards, 2002:

(1) **Section 202.01 – GENERAL.** Add the following paragraph to **F. Bolts and Nuts**:

"The following are acceptable alternative materials and installation methods for T-bolts for ductile iron mechanical joint (MJ) pipe and fitting connections in underground situations:

- a. Type 316 stainless steel T-bolts as specified in the Water System Standards 2002.
- b. High grade zinc sacrificial anodes, equivalent to "Duratron" sacrificial "Sac-Nut" modules. Sacrificial modules are to be installed on all standard Cor-ten T-bolts.
- c. TRIPAC 2000 Blue Coating System by "Tripac Fasteners." A special cleaning procedure and factory application of a fluoropolymer coating shall be completed for use."

**END OF SECTION**

Make the following revisions to **Section 209- Premolded Filler, Crushed Rock, Pipe Cushion, Backfill Material and Bricks** of the Water System Standards, 2002:

- (1) **Section 209.02 – PIPE CUSHION.** Add the following paragraphs:

"The Contractor shall submit Resistivity Test results, pH Test results, and soil certification for high-resistant material that has a resistivity greater than 5000 ohm-cm for each pipe cushion material. Submit to the Department of Water Supply prior to commencement of trench excavation.

Cinders are not allowed to be used on this project as materials for backfill and pipe cushion within the waterline trench."

- (2) **Section 209-04 – BACKFILL MATERIAL.** Add the following paragraphs:

"The Contractor shall submit (Modified) Standard Proctor Test results for each backfill material. Submit to the Department of Water Supply prior to commencing backfilling operations.

Cinders are not allowed to be used on this project as materials for backfill and pipe cushion within the waterline trench."

**END OF SECTION**

Make the following revisions to **Section 302 – Water Mains and Appurtenances of the Water System Standards, 2002**:

- (1) **Section 302.02 – TRENCH EXCAVATION.** Add the following to the end of **A. General**:

"The Contractor shall comply with all NPDES requirements and all other applicable regulations.

Trench shall not be opened for more than 150 feet in advance of the pipe laying unless specifically authorized by the Department of Water Supply's representative.

The top edges of the trench shall be neatly cut along well-defined lines. In overbreaks, the Contractor shall backfill and repave the overbreak areas at his own expense.

The placing of stockpiles of excavated materials, pipes and construction materials adjacent to the trench excavation shall be prohibited on roads and highways, and areas adjacent to roads and highways where stockpiling of material may create a hazardous condition. The Contractor shall haul and store the materials at a site approved by the Department of Water Supply and haul to the job site as required at no cost to the Department of Water Supply. Access to existing driveways, fire hydrants and meters shall be provided at all times."

- (2) **Section 302.03 – TRENCH BACKFILL.** Amend the second paragraph of **E. Completion of Backfill** to read as follows:

"Compaction of trench within County or State Right-of-Way shall meet applicable requirements of whichever agency governs the work.

Compaction of trench within all other areas shall meet applicable requirements of the 2005 Standard Specifications for Road and Bridge Construction, State of Hawaii, as amended herein, and the following compaction requirements:

1. Testing of materials shall be conducted by an approved independent testing agency in accordance with ASTM standard methods or as specified by the Department of Water Supply, as follows:
  - a. Embankment / Select Borrow and Subgrade Materials: one (1) compaction test per 600 square yards per lift of material;
  - b. Aggregate Subbase Course: one (1) compaction test per 400 square yards per lift of material; one (1) gradation and sand equivalent test per project;
  - c. Aggregate Base Course: one (1) compaction test per 300 square yards per lift of material; one (1) gradation and sand equivalent test per project;
  - d. Asphalt Concrete Pavement or Asphalt Treated Base Course: three (3) A.C. core for thickness and density tests per project or by nuclear testing procedures.
  - e. Trench Backfill Material: one (1) compaction test for each 300 lineal feet of trench per lift of material.
2. The Contractor shall submit all testing reports and results to the County's inspection agency and the Department of Water Supply for review and approval. The Contractor make submittal immediately upon receipt of testing reports.
3. The Contractor shall be required to notify the County's inspection agency and the Department of Water Supply of any testing failures and shall correct each failure prior to proceeding to

the next phase of construction."

- (3) **Section 302.18 – SERVICE LATERAL, CONNECTIONS AND PIPES.** Add the following paragraphs to **A. General**:

"The Contractor shall furnish all labor, materials, and equipment to re-connect new water service lateral to consumer's pipe. The Contractor shall use only copper materials – the use of plastic materials are prohibited.

The Department will not require the Contractor to conduct boundary survey for installation of service laterals. Where property boundary is not evident from existing features or boundary pins, the contractor shall notify the Department so that the Department can determine location of service lateral.

If field conditions prohibit the Contractor from installing service lateral and/or concrete pad within the right-of-way or to Department standards, the Contractor shall notify the Department before commencing with excavation work. The Department may allow the Contractor to install service lateral and/or concrete pad within private property."

- (4) **Section 302.28 – PIPE PRESSURE TEST.** Add the following to the end of **A. General**:

"The water used for testing shall be of potable quality. The Department does not guaranty the availability of water at or near the project site. The Contractor shall make the necessary arrangements to make water available for testing the pipelines."

- (5) **Section 302.30 – CONNECTIONS, RELOCATIONS & LOWERING OF WATER MAINS AND LATERALS.** Add the following paragraph to **A. General**:

"The Contractor shall provide all labor, materials, and equipment necessary for completion of the connection work and for chlorination of the system. A cash deposit equal to the Department's estimated cost of making the connection shall be made by the Contractor. After completion of the connection work, the Department will compute the actual (time and materials) cost incurred by the Department to make or assist in making the connection and will refund any balance of the deposit to the Contractor. Should the actual cost exceed the cash deposit, the Department will render an invoice for the additional amount which shall be paid by the Contractor."

- (6) **Section 302.37 – RESTORING PAVEMENTS, DRIVEWAYS, SIDEWALKS, CURBS, GUTTERS, FENCES, WALLS, AND MISCELLANEOUS.** Amend the first paragraph of **A. General** to read as follows:

"After the backfill has been completed and settled, the Contractor shall replace all pavements, driveways, sidewalks, curbs, gutters, fences and walls which have been disturbed or removed in connection with the work in accordance with the 2005 Standard Specifications for Road and Bridge Construction, State of Hawaii, as amended herein, applicable County Ordinances, and all amendments, and Hawaii Revised Statutes, as amended, relating to State and Federal Aid Highways, all applicable OSHA requirements, and to the satisfaction of the Director."

**END OF SECTION**

## **SPECIAL PROVISIONS**

### **2005 Standard Specifications for Road, Bridge, and Public Works Construction, State of Hawaii**

These Special Provisions shall supplement and/or amend the applicable provisions of the 2005 Standard Specifications for Road, Bridge, and Public Works Construction, State of Hawaii, hereinafter referred to as the "2005 Standard Specifications."

When used in these Special Provisions, the term "State" means the State of Hawaii or the County of Maui, its departments and agencies, acting through its authorized representative(s), whichever is applicable, unless it is apparent from the context that a different meaning is intended.

1     **SECTION 209 – TEMPORARY WATER POLLUTION, DUST, AND EROSION**  
2                                     **CONTROL**

3  
4     Make the following amendment to said Section:

5  
6     **(I) Amend Subsection 209.03 (A)(2)(e),** by revising the second paragraph from  
7     line 158 to 163 to read as follows:

8  
9             “Effective October 1, 2008, follow guidelines in the “Construction Best  
10     Management Practices Field Manual” dated January 2008, in developing,  
11     installing, and maintaining BMPs for all projects. Follow Honolulu’s City and  
12     County “Rules for Soil Erosion Standards and Guidelines” for all projects on  
13     Oahu. Use respective Soil Erosion Guidelines for Maui, Kauai and Hawaii  
14     projects.”

15  
16  
17     **(II) Amend Subsection 209.03(B)(3),** line 244, to read as follows:

18                     **“(3) installing check dams and siltation control devices.”**  
19  
20  
21  
22  
23  
24  
25

**END OF SECTION 209**

**PLANS**  
**FOR**  
**LOWER KULA WATER SYSTEM IMPROVEMENTS**  
**(BYPASS WATERLINE FOR PHASE VI PUMPING FACILITIES)**

**KULA, ISLAND OF MAUI, HAWAII**

**IFB NO.: IFB-14-HHL-006**

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

**February 6, 2013**





## YELLOW MOUNTAIN WINTER

1. ENTRY AND EXIT OF PERSONNEL AND STATUS OF THE BUSINESSES  
The contractor shall maintain a log of all personnel entering and exiting the project area. The log shall include the name, title, company, and purpose of visit of each person. The log shall be maintained in a secure location and shall be available for review by the project manager at any time.
2. SECURITY OF THE PROJECT AREA  
The contractor shall maintain the security of the project area at all times. This includes the use of barriers, fencing, and other security measures to prevent unauthorized access. The contractor shall also implement a strict policy of no smoking, drinking, or other prohibited activities within the project area.
3. PROTECTION OF THE ENVIRONMENT  
The contractor shall take all necessary measures to protect the environment during the construction process. This includes the use of erosion control measures, proper disposal of waste, and the implementation of a water quality management plan. The contractor shall also be responsible for the protection of any cultural or historical resources that may be encountered during the project.
4. COMMUNICATIONS  
The contractor shall maintain a system of communication with the project manager and other stakeholders. This includes the use of regular meetings, progress reports, and a dedicated communication channel. The contractor shall also be responsible for the timely dissemination of information to all relevant parties.
5. SAFETY  
The contractor shall implement a comprehensive safety program to ensure the safety of all personnel and the public. This includes the development of safety protocols, the provision of safety training, and the implementation of safety measures on the project site. The contractor shall also be responsible for the investigation and reporting of any safety incidents.
6. QUALITY CONTROL  
The contractor shall implement a quality control program to ensure that the construction work meets the required standards. This includes the use of inspection and testing procedures, the implementation of a quality management system, and the provision of training for personnel involved in quality control. The contractor shall also be responsible for the documentation and reporting of quality control results.
7. RECORDS  
The contractor shall maintain accurate and complete records of all project activities. This includes the use of a project management system, the implementation of a document control system, and the provision of training for personnel involved in record keeping. The contractor shall also be responsible for the timely updating and maintenance of project records.
8. COMPLIANCE  
The contractor shall ensure that all project activities comply with applicable laws, regulations, and standards. This includes the implementation of a compliance program, the provision of training for personnel, and the implementation of measures to prevent non-compliance. The contractor shall also be responsible for the reporting of any compliance issues.
9. CLOSURE  
The contractor shall implement a plan for the closure of the project. This includes the removal of construction materials and equipment, the restoration of the project area to its original condition, and the implementation of measures to prevent future problems. The contractor shall also be responsible for the final inspection and reporting of the project closure.
10. OTHER  
The contractor shall be responsible for any other matters that may arise during the course of the project. This includes the implementation of a change management process, the provision of training for personnel, and the implementation of measures to address any other issues that may arise.
11. SIGNATURE  
The contractor shall sign and date this agreement, indicating their acceptance of the terms and conditions. The signature shall be provided by a duly authorized representative of the contractor.
12. DATE  
The date of the agreement shall be indicated by the contractor.
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### **DETENTIVE NOTES TO CONTROL DRAINAGE AND EROSION**

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DEPARTMENT OF WATER SUPPLY NOTES FOR WATER SYSTEM:  
03EX. 12/1/07

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DEPARTMENT OF WATER SUPPLY NOTES FOR  
WATER SYSTEM ENGINEERS: (REV. 12/1/97)

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#### UTILITY LOSS PER STUDENT AND ACADEMIC PERFORMANCE

- [illegible]

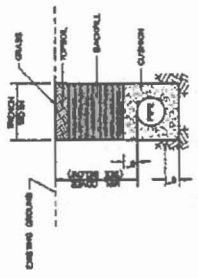
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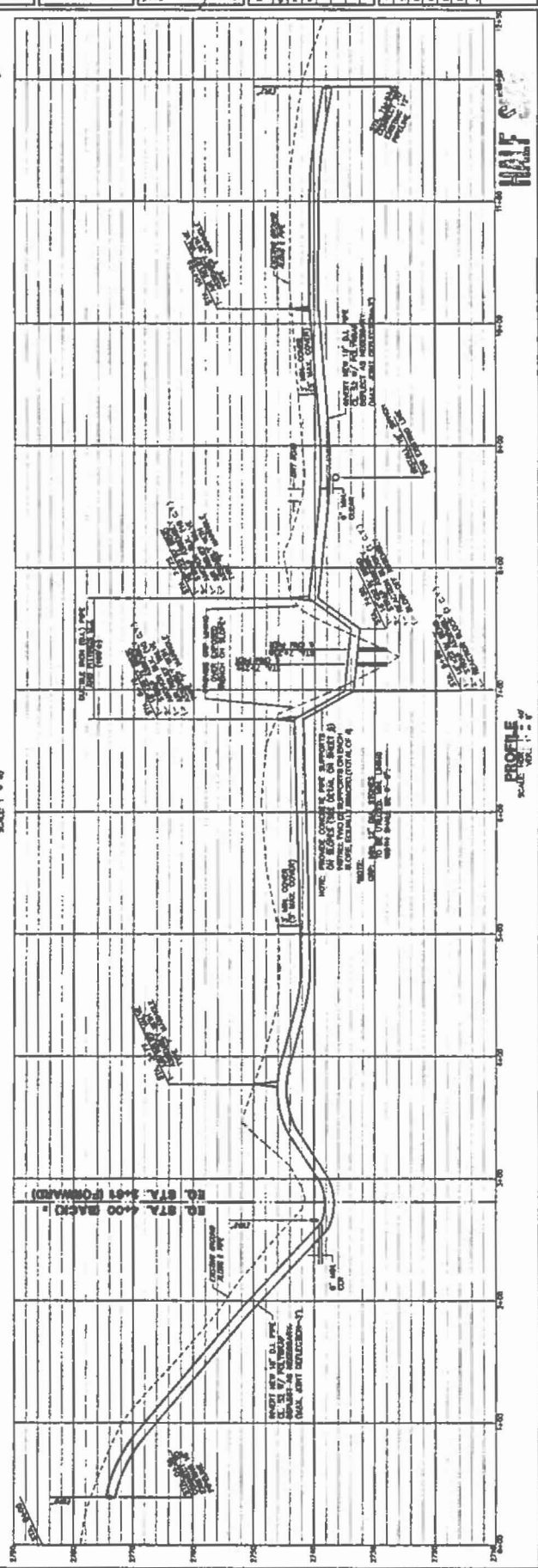
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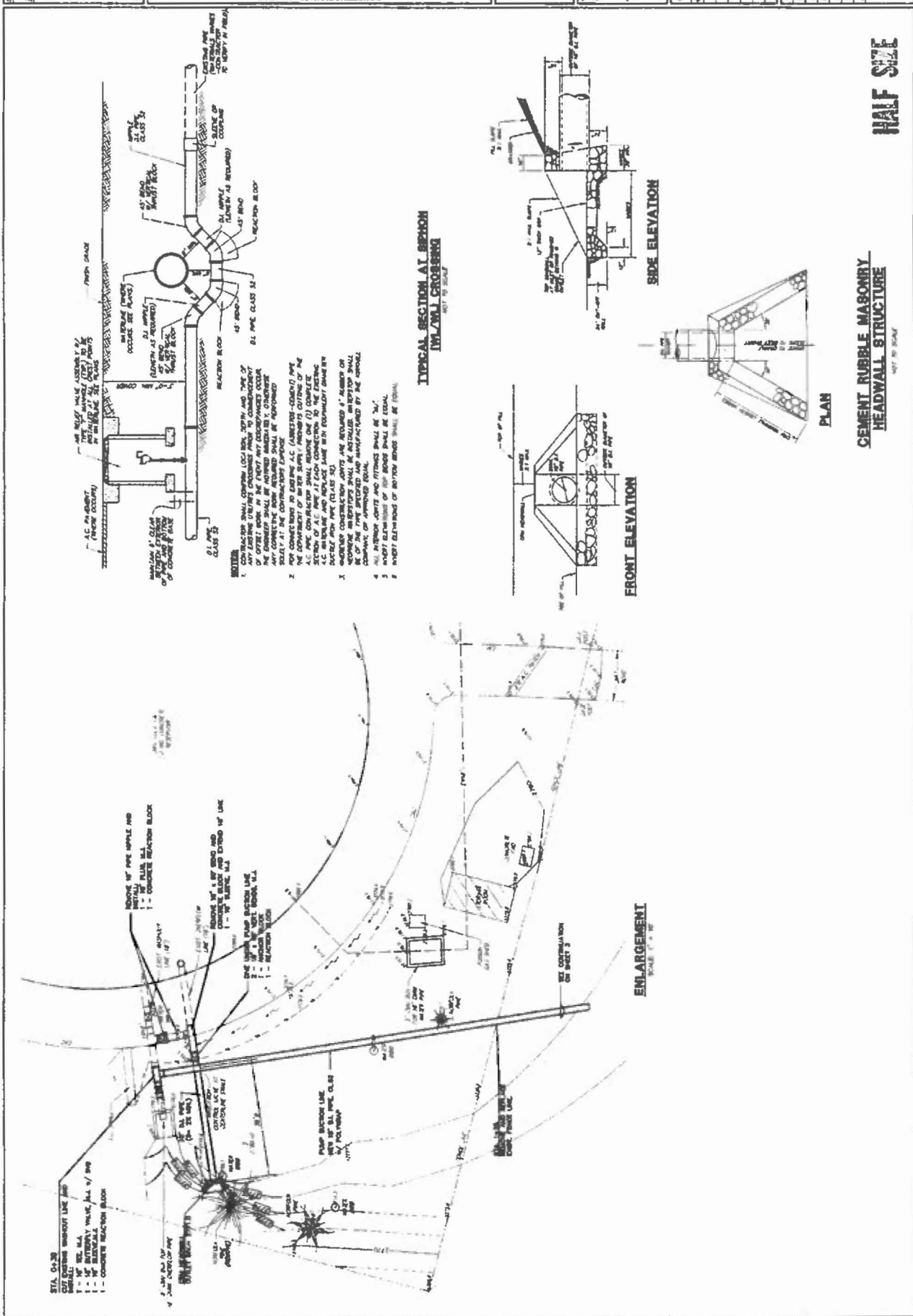
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**TYPICAL TRENCH RESTORATION DETAIL -  
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871 KOLE, ST. LOUIS, MO. 63101  
TELEPHONE: 721-2001  
FAX: 721-2001

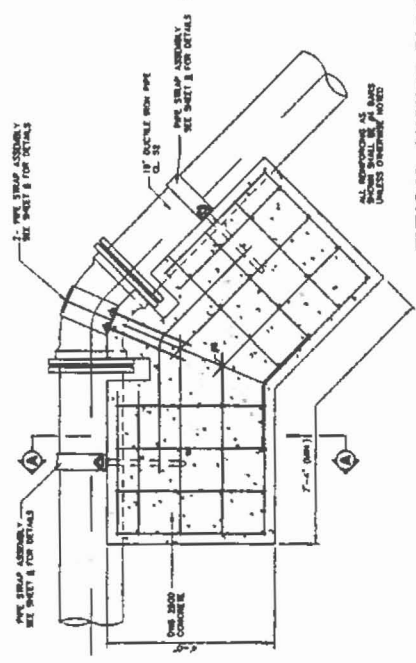
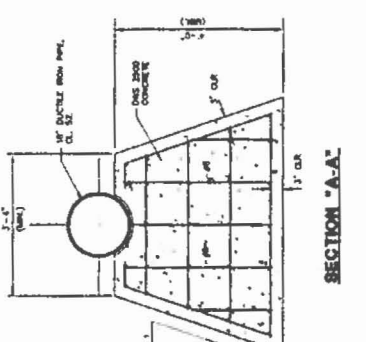
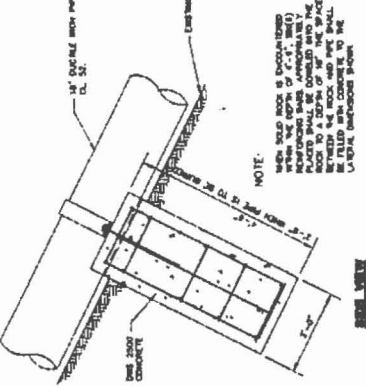
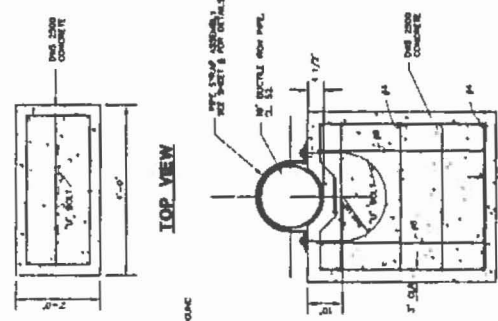
CONSTRUCTION PLANS FOR  
LOWER KULA WATER SYSTEM IMPROVEMENTS  
AT  
KULA, MAUI, HAWAII  
TAX MAP KEY (200-1-00) REVISIONS & 20  
DETAILS - CMM PER, ANCHOR BLOCK & PIPE SUPPORT



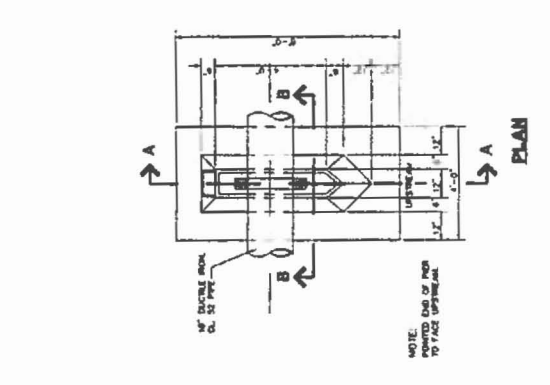
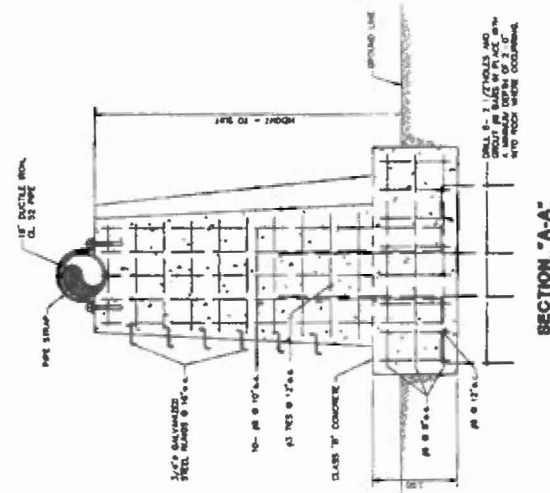
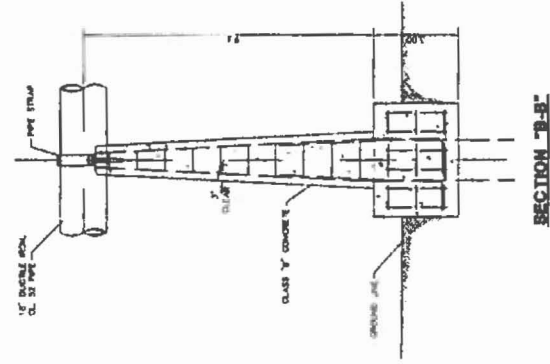
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CHECKED BY: E.C.  
DRAWN BY: M.C.  
DATE: FEBRUARY 2002  
JOB NO.: 10-12

PROJECT: LOWER KULA WATER SYSTEM IMPROVEMENTS  
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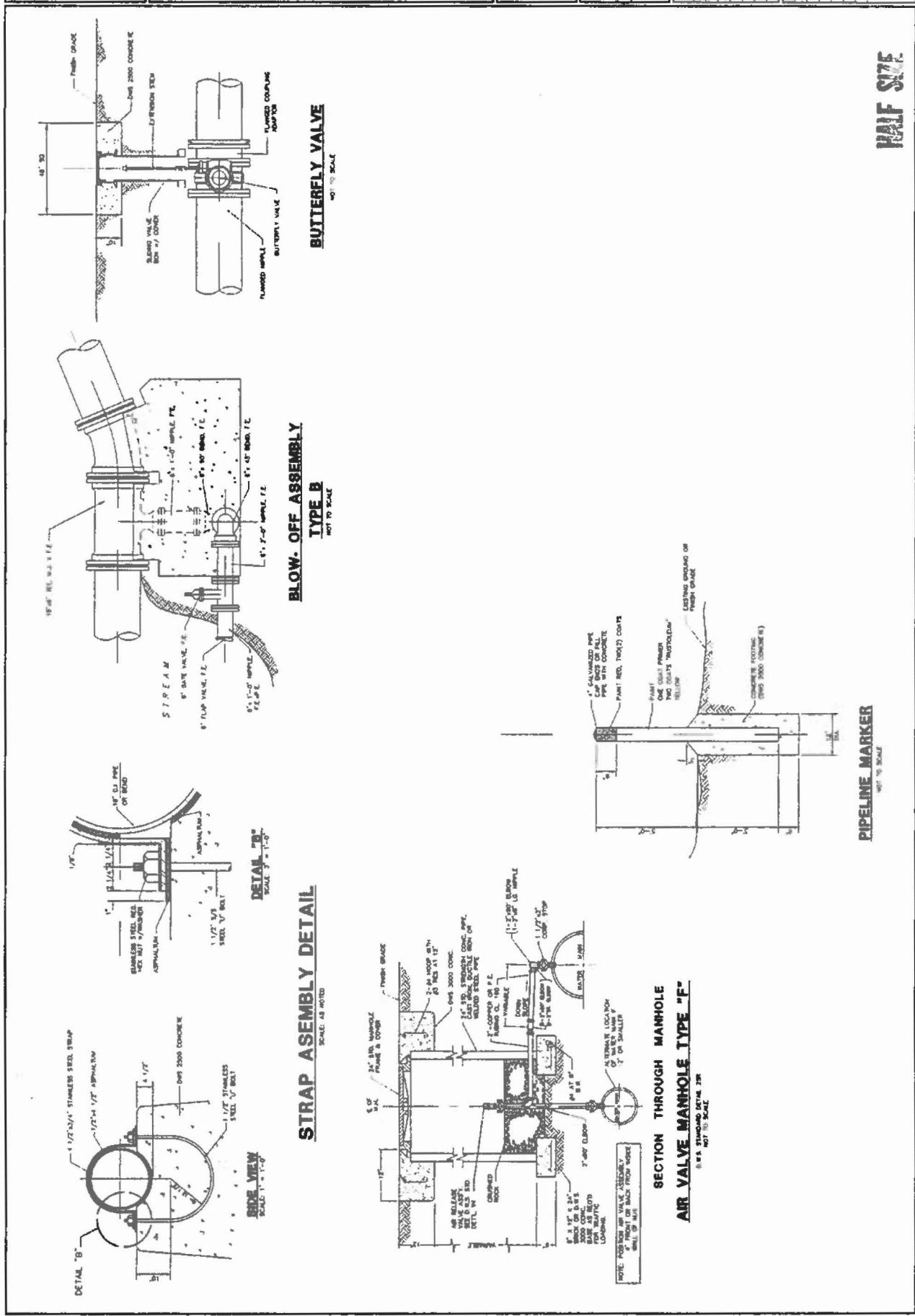
TYPICAL ANCHOR BLOCK  
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CONCRETE REACTION BLOCKS FOR  
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CONCRETE PIER PIPE SUPPORT  
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HALF SIZE



HALF SIZE

PIPELINE MARKER

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**REPORT**  
**FOR**  
**LOWER KULA WATER SYSTEM IMPROVEMENTS**  
**(BYPASS WATERLINE FOR PHASE VI PUMPING FACILITIES)**

**KULA, ISLAND OF MAUI, HAWAII**

**IFB NO.: IFB-13-HHL-006**

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

**February 6, 2013**

**An Archaeological Assessment Survey of the  
Lower Kula Water System Improvements  
(Bypass Waterline for Phase VI Pumping Facilities)  
Located in Oma`opio *Ahupua`a*,  
Makawao District, Island of Maui  
(TMK (2) 2-3-04: 13 por. And 32)**

**Prepared on behalf of:**

**State of Hawai`i  
Department of Hawaiian Home Lands**

**Prepared per the direction of:**

**R. T. Tanaka Engineers, Inc.  
Wailuku, Maui**

**Prepared by**

**Xamanek Researches, LLC  
Pukalani, Maui**

**Jennifer J. Frey  
Erik M. Fredericksen**

***30 November 2012***

## ABSTRACT

Xamanek Researches, LLC conducted an archaeological assessment survey during the month of October and November 2012 on a parcel of land in the Oma'opio area of Kula. The project area is located in Oma'opio *Ahupua'a*, Makawao District, Island of Maui (TMK (2) 2-3-04: 13 por. and 32). This project area is located in the modern district of Makawao, but was part of the traditional district of Kula.

The archaeological assessment survey was performed in advance of scheduled improvements for the Lower Kula Water System Improvements (Bypass Waterline for Phase VI Pumping Facilities). The survey utilized a 100% pedestrian surface walkover of the project area, as well as 5 hand excavated 50 x 50 cm shovel test pits to assess subsurface conditions. Manually excavated soil was screened through 1/8<sup>th</sup> inch wire mesh. The assessment survey did not identify any significant material culture remains within the project area.

Given the location of the project area and the presence of dry land agricultural terracing visible in the general area, precautionary monitoring is recommended during waterline trench excavation. This form of mitigation is recommended, because remnants of subsurface features, cultural deposits and/or human remains are known to be present in this portion of Up Country Maui. A monitoring plan will be prepared for review and comment per anticipated SHPD concurrence that precautionary monitoring take place for this project.



## TABLE OF CONTENTS

<b>ABSTRACT.....</b>	<b>i</b>
<b>TABLE OF CONTENTS .....</b>	<b>ii</b>
<b>LIST OF FIGURES .....</b>	<b>iii</b>
<b>LIST OF PHOTOGRAPHS.....</b>	<b>iii</b>
<b>LIST OF TABLES .....</b>	<b>iii</b>
<b>INTRODUCTION.....</b>	<b>1</b>
<b>STUDY AREA.....</b>	<b>2</b>
<b>BACKGROUND RESEARCH .....</b>	<b>3</b>
Pre-contact period/Early Post-contact Period.....	3
Post-contact period/Early Historic Period.....	3
Previous Archaeological Research.....	8
Settlement Patterns.....	10
Expected Findings.....	10
<b>FIELD METHODS.....</b>	<b>12</b>
<b>RESULTS OF FIELDWORK .....</b>	<b>14</b>
Subsurface Testing Results .....	15
<b>SUMMARY AND CONCLUSIONS .....</b>	<b>25</b>
<b>SITE SIGNIFICANCE AND RECOMMENDATIONS .....</b>	<b>26</b>
.....	26
Significance Evaluations.....	26
Recommended Treatment .....	26
<b>REFERENCES.....</b>	<b>27</b>

## LIST OF FIGURES

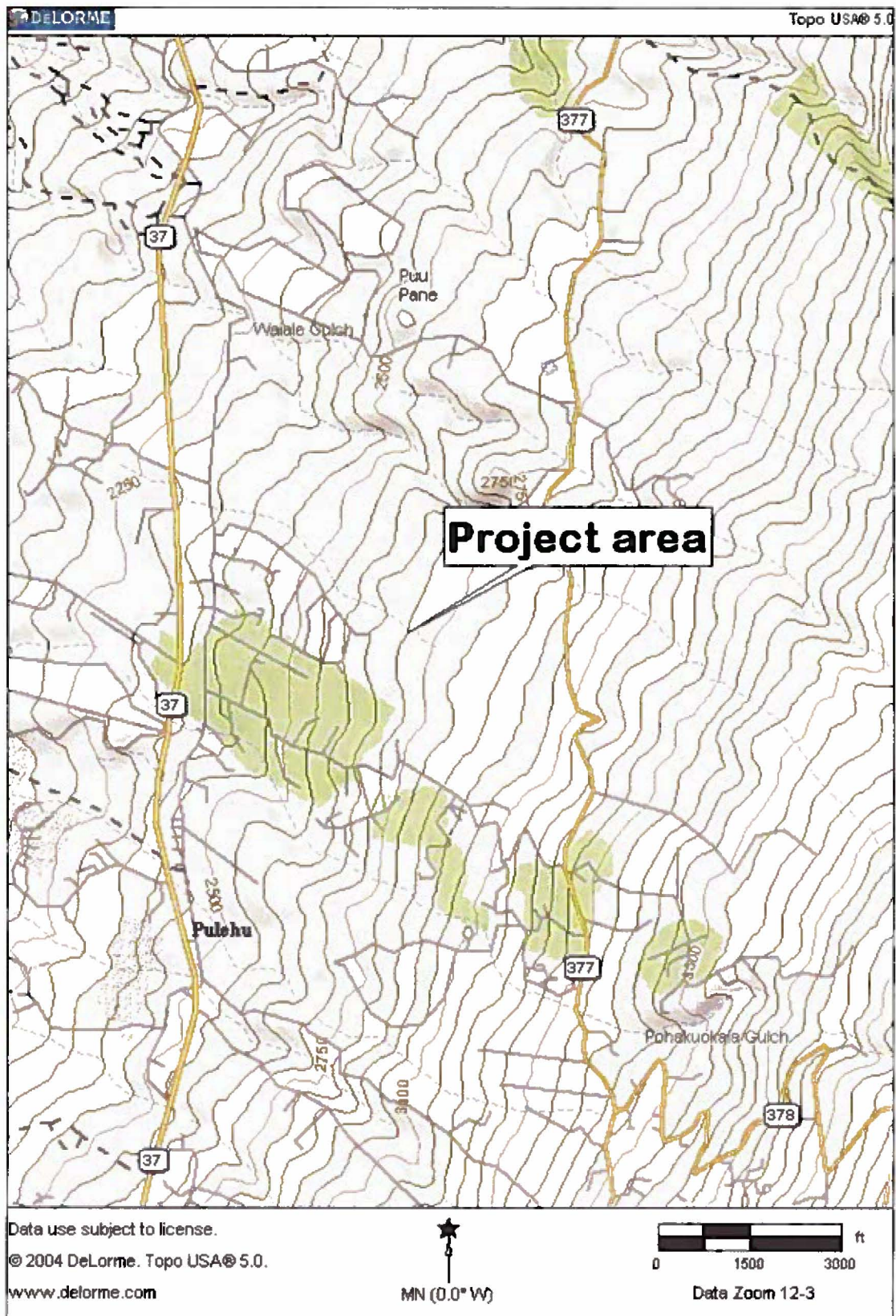
Figure 1: Portion of the 2004 Geological Survey topographic map showing approximate location of the project area.....	iv
Figure 2: Tax Map Key showing current project area in red, TMK: (2-3-04: 13 por. and 32). .....	v
Figure 3: Tax Map Key showing Makawao lands with the current project area. ....	7
Figure 4: Topographic map showing the current project area and previous studies in the vicinity (adapted from Haun and Henry: 2000). ....	11
Figure 5: East face profile of ST-1. ....	15
Figure 6: ST-2, north face profile. ....	17
Figure 7: ST-3 east face profile. ....	19
Figure 8: ST-4 east face profile. ....	20

## LIST OF PHOTOGRAPHS

Photo 1: Overview of the project area near ST 4, view to the southwest. ....	13
Photo 2: Overview of the project area near ST 3, view to the southeast. Note: dry land terracing visible well off the project area, upper center of photo. ....	13
Photo 3: Overview of ST-1, view to the east - excavation in process. ....	16
Photo 4: Overview of ST-2, view to the northwest - excavation in process.....	18
Photo 5: Overview of ST-3, view to the east - excavation in process. ....	19
Photo 6: ST-4 overview, view to the east - excavation in process. ....	21
Photo 7: ST-5, view to the north - excavation in process. ....	22

## LIST OF TABLES

Table 1: Summary for Shovel Tests 1-5 .....	23
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**Figure 1: Portion of the 2004 Geological Survey topographic map showing approximate location of the project area.**



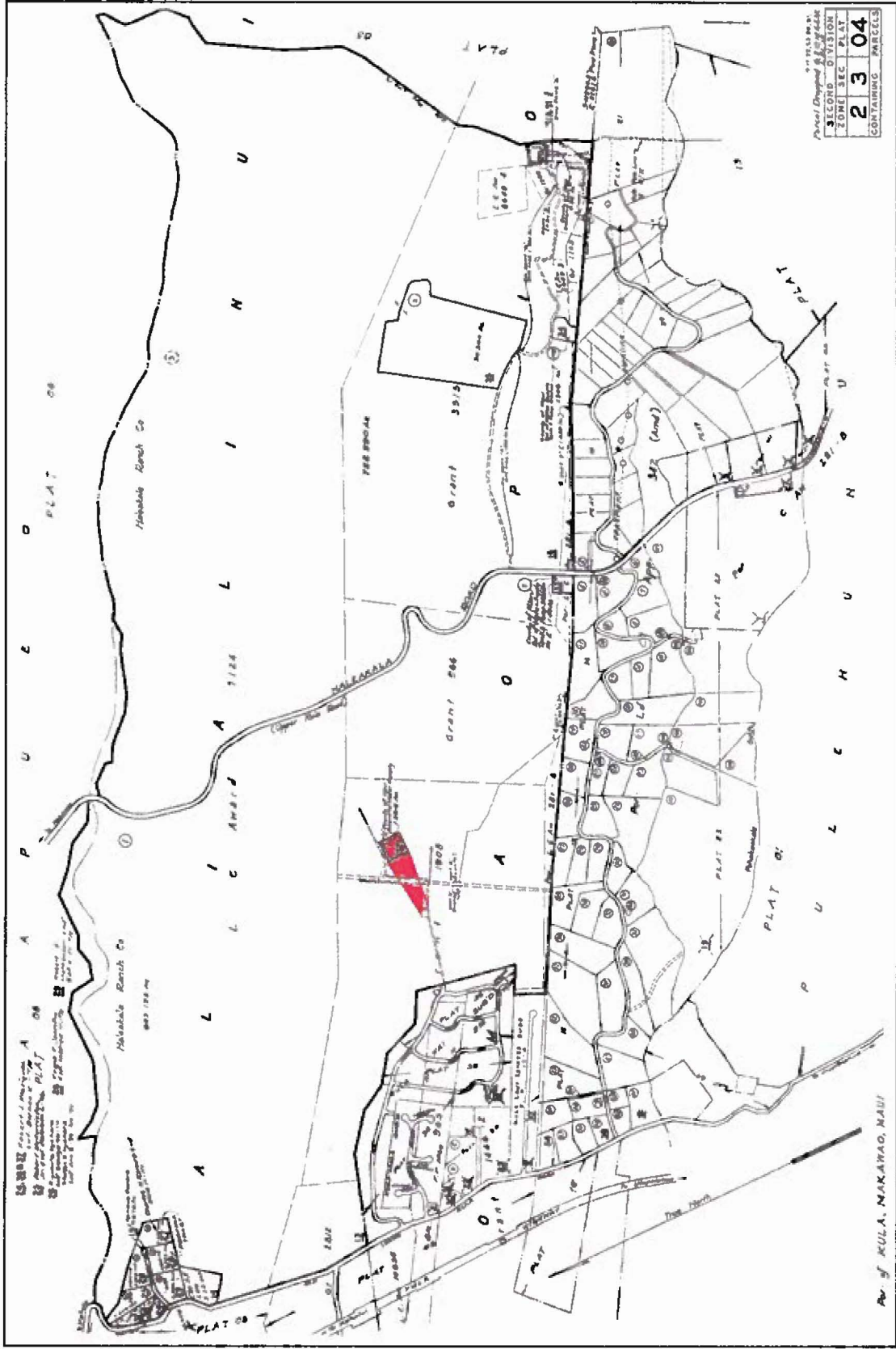


Figure 2: Tax Map Key showing current project area in red, TMK: (2-3-04: 13 por. and 32).

## INTRODUCTION

Kirk Tanaka, President, R. T. Tanaka Engineers, Inc. contacted Erik Fredericksen of Xamanek Researches LLC in the summer of 2012 about the need for archaeological work in support of scheduled improvements for the Lower Kula Water System Improvements (Bypass Waterline for Phase VI Pumping Facilities). Given the location of the project area in Kula, Maui, an archaeological inventory/assessment was deemed necessary, because an Environmental Assessment was needed for the overall project. The project area is located in Oma'opio *Ahupua'a*, Makawao District, Island of Maui (TMK (2) 2-3-04: 13 por. and 32; Figures 1 and 2). This project area is located in the modern district of Makawao, but was once a portion of the traditional district of Kula.

This portion of the Lower Kula Water System Improvements project will be carried out on behalf of the State of Hawaii Department of Hawaiian Home Lands (DHHL). The c. 1,500-foot long project corridor was c. 30-feet wide, and contained a previously installed subsurface water line. The current project will install a new, 18-inch diameter ductile waterline, buried with c. 3-feet of cover. The study corridor is located in a portion of an actively grazed pasture within Haleakala Ranch lands. The following archaeological assessment report has been prepared on behalf of the State of Hawai'i Department of Hawaiian Home Lands per the direction of Kirk Tanaka of R. T. Tanaka Engineers, Inc, Wailuku, Maui.

## STUDY AREA

The c. 1,100-foot long project corridor crosses existing pastureland. Surface vegetation is dominated by kikuyu grass (Pennisetum clandestinum), and some annual succulent weeds were noted, as well. In addition, clumps of prickly pear cactus or *panini* (Opuntia megacantha) were present near the corridor. The project area ranges from a low of c. 2,750 ft AMSL (Above Mean Sea Level) to a high of c. 2,780 ft AMSL. The project area is located c. 12.5 km inland east northeast of the shoreline.

This relatively arid portion of Maui receives approximately 25-35 inches of annual precipitation, and is fairly typical of the lower Kula region. It falls within the classification of the "Kula slightly dissected upland" physiographic region of our island (University of Hawaii, 1998, pp. 29-32). The underlying bedrock is primarily composed of lava from the Kula series, with occasional outcroppings visible on this parcel. Kula lavas are dated from between 400 and 800 years ago (MacDonald and Abbott, 1970, p. 268). The soils are generally classified as mollisols. They are further identified as the Pu'u Pa-Kula-Pane Association, described as deep, gently sloping to steep and well-drained with a medium or moderately fine-textured subsoil (Foote et al., 1972). These soils are generally powdery in texture and subject to erosion, unless held in place by surface vegetation such as kikuyu grass.

## BACKGROUND RESEARCH

### Pre-contact period/Early Post-contact Period

In prehistoric times Kula was known for the propagation of *'uala* or sweet potato. The "potatoes were planted in crumbling lava with humus, as on eastern Maui and in Kona....the soil is softened and heaped carelessly in little pockets and patches using favorable spots on slopes....rocky lands in the olden days were walled up all around with the big and small stones of the patch until there was a wall about 2 feet high" (Handy and Handy, 1972). Kula had the combination of good volcanic soil, cool temperatures, arid climate and frequent cloud cover that provided the ideal growing environment for the sweet potato.

The archaeological evidence supports the claims of a considerable population in the Kula area of the early Hawaiians. Walker (1931) recorded many *heiau* in the Makawao district around the 2000 – 3000 ft elevation indicating a large level of human activity. The slopes of Haleakala provided wood for fuel, shelter and canoe building. There were also a large variety of plants used to make medicines and native birds, which were caught for a variety of uses. Residents of Kula travelled downslope to the "coastal zone" in order to exploit the ocean resources (Cordy, 1977). This along with the resources of the upper Kula area made it possible for habitation on the slopes of Haleakala.

The slopes of Haleakala were also well suited for raising pigs. The abundance of *'uala* was ideal for feeding the pigs. Pigs were a supplementary food source, used as sacrifices in elaborate ceremonies and collected as taxes from chiefs. Later, pigs were provided to the sailors entering Lahaina to replenish their food supply.

### Post-contact period/Early Historic Period

The Kula District was a relatively minor political territory under the jurisdiction of West Maui Chiefs. It is a relatively arid region with no perennial streams, located on the western slope of Haleakala Crater. The primary resources of the upland area of Kula district were dry forest products, and dry land agricultural products, e.g. sweet potatoes (*'uala*) [Kolb, July 1997, p. 25].

Kula land is described by Handy and Handy (1972, pg. 510) as:

*"...open country, or plain, as distinct from valley or stream bottom, and has long been used as a term to distinguish between dry, or "kula land" and "wet-taro land". This is an essential characteristic of Kula, the central plain of Maui which is practically devoid of streams. ...Kula was widely famous for its sweet-potato plantations. 'Uala was the staple of life here."*

Within this larger traditional land division (*moku*) there are several long, narrow *ahupua`a* that stretch to the ocean shore. These are shown on Figure 3 below. The study parcel is centrally located in the upper inland portion of Oma`opio *ahupua`a*. Perusal of the Land Commission Awards data reveal a total of 21 claimants for 63 parcels in this *ahupua`a*. Of the parcels claimed, only 16 were awarded to 9 claimants. Interestingly, several of these parcels were awarded for Irish potato and/or sweet potato (*`uala*) production.

Between 1880 and 1910, numbers of Chinese families moved to the general Kula area. These families grew many different crops including Irish potatoes, corn, beans, onions, Chinese cabbage, round cabbage, sweet potatoes, wheat and grains, and even cotton. They also raised pigs, ducks and chickens, which were corn fed because the corn was not very popular with the consumers (Mark, 1975).

The Chinese also grew various vegetables, fruits and flowers in their own gardens near their homes. Most Chinese yards were discernable by Mulberry trees and various types of fruits that they grew for their private use.

By the 1840's, the increased number of whaling ships anchoring off Maui shores created a substantial market for produce such as sweet potatoes and Irish potatoes, which grew well in inland areas of the Kula region. However, Irish potatoes were coveted more highly, and were thus of greater economic importance in the agricultural trade. The Chinese farmers were major providers of the potatoes, which were transported from the Kula fields to the shore, where they were often sold directly to ships that called at Kalepolepo and elsewhere in Makena. From there they were shipped to Lahaina, where the bulk of the whaling fleet was moored.

After the California Gold Rush began in 1848 an Irish potato boom commenced on Maui in the fall of 1849. A trading post was established in 1849 by Captain John Halstead<sup>1</sup> in the village of Kalepolepo on the coast, which allowed him to take advantage of this commercial activity. He built a large Pennsylvania Dutch-style, 3-story residence next to the south wall of Kalepolepo Fishpond. His trading station was located on the first floor of this structure. It was known locally for the Koa House. Halstead's large prominent house stood as a landmark for nearly one hundred years<sup>2</sup>—and was visited by Kamehamehas III, IV and V between 1850 and 1870.

Kuykendall (1938, p. 313) refers to an article in the Polynesian in November of 1849:

*"The call for [potatoes] is loud and pressing, as some vessels bound for California have taken as many as 1,000 barrels each. The price is high, and the probability is that the market cannot be supplied this autumn. Kula, however, is full of people...preparing the ground for planting, so that if the demand from*

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<sup>1</sup> Captain Halstead arrived in Lahaina from New York in 1838, and married the chiefess Kauwikipikilani Davis, granddaughter of Isaac Davis, Kamehameha's advisor.

<sup>2</sup> In 1946 it was abandoned and was leased by the Kihei Yacht Club, the members of which tried to burn it down because it was so unsafe. Several attempts failed, but eventually the Maui Fire Department was called in and succeeded in reducing it to ashes in August of 1946 (Kolb, 1997, p. 70).



*California shall be urgent next spring as it is now the people will reap a rich harvest."*

In the 1850s the potato boom died down and much of the land was switched over to ranching. The Chinese then moved down the mountain and began to work in the sugarcane fields. There still remained farming in Kula, but the attention had turned to animal husbandry.

In 1843, construction of a small stone church was begun at Kalepolepo<sup>3</sup> under the direction of David Malo. This gentleman was a native Hawaiian, probably born in 1783 on the Big Island, who moved to Lahaina in the 1820's. He came under the influence of Reverend William Richards and was converted to Christianity. With the establishment of Lahainaluna High School in 1831, he enrolled as one of its first students. In 1843 he was licensed to the Christian ministry, and assigned to a congregation in Kalepolepo. He began construction of Kilolani Church, which continued until 1852. It was completed shortly before the death of David Malo on October 21, 1853. Following his death, his Kilolani congregation dispersed, and never met again at Kalepolepo. A fire is said to have damaged the structure, and a flood in the 1880's also added to the destruction of the little stone church. The ruins of this church are listed on the National Register of Historic Places (Site 50-50-09-1587). Religious services were once again begun at the ruins of this church in 1976. It is known today as "Trinity Church by the Sea".

Another activity in the Kula district was cattle ranching, which had become a booming enterprise by the 1880's. Large sections of land in Lower Kula became pastureland, and large sections of Crown land were leased for grazing acreage. Two large ranches operated in this part of Maui—Ka'ono'ulu Ranch, and Haleakala Ranch.

Haleakala Ranch began as a \$50,000 land purchase in 1888, on a joint venture of well-known Hawaii figures Edward H. Bailey, Lorrin A. Thurston, W.H. Bailey and Henry Perrine Baldwin. By 1925 H.P. Baldwin's sons Harry and Samuel were the sole owners of the ranch. It is previously owned by members of the Baldwin Family. It still maintains several thousand cattle on its 32,000 acres.

Ka'ono'ulu Ranch lands to the south of the project area were originally part of an LCA to H. Hewahewa (LCA 8452 made up of 5715 acres), and LCAs 8452: 19 and 20 to A. Keohokaole. In the 1860's, ranch lands were obtained by a young Chinese immigrant, Young Hee, who was forced to return to China in the 1890s in order to settle family problems. At that time, the lands were acquired by William H. Cornwell, and they became the Cornwell Ranch. Harold W. Rice purchased the property in 1916, and it is currently operated by his grandson, Henry Rice, and consists of nearly 9,000 acres in its entirety.<sup>4</sup>

Another smaller ranch was located to the southwest of the project area—Kama'ole Ranch. An article in The Maui News (December 19, 1908) states that Antone F. Tavares of

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<sup>3</sup>Halstead's trading post was built nearby.

<sup>4</sup>Ka'ono'ulu Ranch encompasses the entire *ahupua'a* of Ka'ono'ulu, which lies to the south of Oma'opio *ahupua'a*.

Makawao “purchased S. Ahmi’s Kamaole Ranch property.” It goes on to say that Mr. Ahmi refused a former offer for \$9500.00 when he was asking \$15,000.00 for it.<sup>5</sup>

The **Maui News** (March 17, 1928) noted:

*“Senator A.F. Tavares has sold Kama’ole Ranch to Haleakala Ranch for approximately \$110,000. For himself he retains the title to the cottage on the place and about 5.95 acres surrounding it...*

*At present there are about 500 head of cattle running over the ranch and the purchasers have an option on this live stock at \$30 per head.*

*Kama’ole ranch has an area of approximately 1500 acres. It adjoins the Ulupalakua ranch which is owned by Frank F. Baldwin.*

*Alexander and Baldwin, Ltd., is agent for Haleakala ranch and the purchase of Kama’ole brings together two properties which occupy many thousands of acres of cattle land on the slopes of Haleakala. Kama’ole is to be continued by the purchasers as a cattle ranch.”*

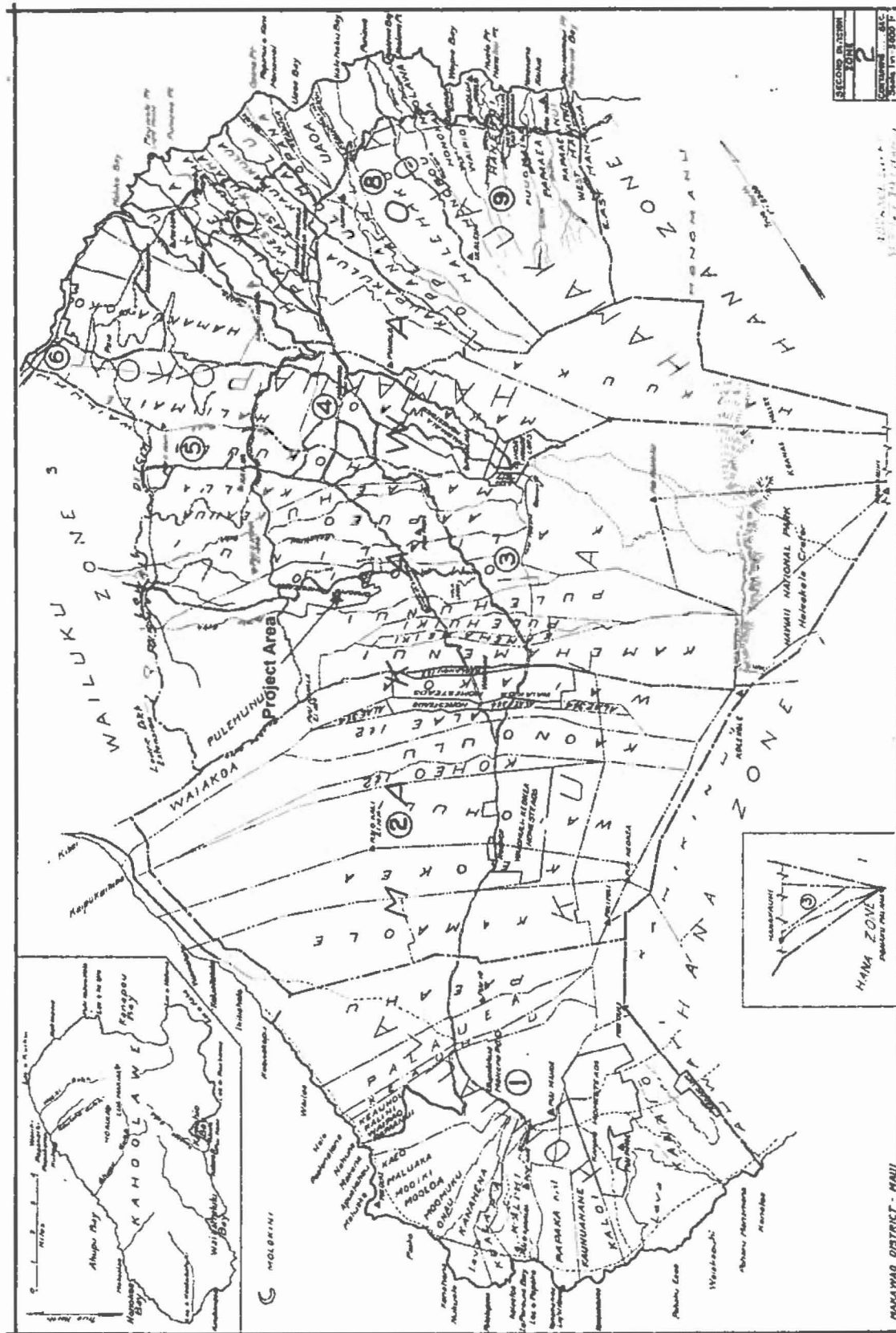
Another influence that changed the landscape of this part of Maui was the presence of the military on the island during the Second World War. In 1940, responding to the increased turmoil in Asia, the United States began to prepare for war. The Pu’unene Naval Air Station was built, and over the war years, thousands of military personnel passed through Maui. The terrain of the island was ideal for training men for combat in the South Pacific, as much of it was similar. All types of exercises were conducted—from amphibious landings on the beaches of Kihei (Kalama) and Makena, to the training soldiers on how to find and fight their way through dense sugarcane fields. In mauka areas of Kihei and portions of lower Ulupalakua artillery practice was undertaken in barren areas, away from populated areas. Various concrete bunkers and pill boxes were built in various coastal portions of Maui, as well as the Kula and Olinda areas.<sup>6</sup> After the war, the National Guard took over from the WWII military, and set up a training area at Ulupalakua.<sup>7</sup> Training activities were probably conducted in this area up until about 10 to 20 years ago. A fenced training area at Pu’u o Kali, is still in use.

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<sup>5</sup> Mr. Ahmi was also known as Sun Mei, a notable personage in Kula in the early part of the century. In 1901 he was arrested for stealing cattle, and he sued for false imprisonment a few weeks later. In 1903 he was indicted in a police bribery case, but was later acquitted. He was also involved in civil suits, and tax cases, as well as being outspoken in political matters during 1904 and 1905. By 1906 his property was listed in a sheriff’s sale, and sold in 1908 (Bartholomew, 1985).

<sup>6</sup> A number of concrete bunkers are located c. 2 km mauka of the Polo Field in a grove of eucalyptus trees just to the southeast of Haleakala Highway above Pukalani.

<sup>7</sup> Personal communication with Ms. Helene Takamoto of the Formerly Used Defense Sites (FUDS) Program, Army Corps of Engineers at Fort Shafter—June 12, 2002.



## Previous Archaeological Research

A perusal of previous archaeological investigations in the Makawao District reveals 29 studies, which encompass over 5,500 acres of Kula land. These studies identified nearly 500 sites with over 1500 features, which include permanent habitation features, temporary habitation areas, various agricultural features, human burials and possible burials. The bulk of the post-contact features were comprised of ranch era walls.

Two large surveys were carried out on Department of Hawaiian Homes Lands to the south in Waiohuli and Keokea. The Bishop Museum conducted a survey of c. 800 acres in 1986. A total of 113 sites, composed of 252 features were located (Riford, October 1986). Additional work was recommended and has subsequently been carried out on portions of this land. PHRI conducted an extensive inventory survey of 1,025 acres in DHHL Keokea and Waiohuli subdivisions between 1,800-3,000 ft AMSL in early 1989. A total of 160 sites were identified—108 in Keokea, and 52 in Waiohuli *ahupua'a* to the south. The various site types included habitation and agricultural complexes, enclosures for possible precontact ceremonial uses, ranch-era animal containment features, and human burials (Brown and Haun, 1989).

Kolb et al. (1997) provide the most comprehensive summary of prehistoric chronology, settlement, and subsistence for the general Kula area. The authors' chronology, based on over 200 radiocarbon dates, gives a mid-precontact time frame for upland temporary and permanent habitation of 1200-1400 AD.

These large upland surveys reported a substantial number of archaeological features. These large scale studies provide evidence of extensive habitation and agricultural activity from 2,000-2800 ft AMSL. Haun and Henry (2000) interpret the late precontact to early post-contact settlement pattern in Kula as follows:

*“Upland permanent habitation increases markedly in the 1500's and 1600's and coincides with the development of agricultural field systems and heiau construction and use. During the 1660's and 1700's, the upland settlements continued to expand and are believed to have supported the largely external chiefly political economy through intensified production of pigs.”*

It is interesting to note that Kolb et al.'s (1997) analysis of upland residential sites suggests that the Kula area was primarily utilized by commoners and low-ranking chiefs. An earlier study carried out by Cordy (1977) postulated this form of settlement.

## Oma'opio

Winslow Walker carried out the first island-wide assessment of notable sites on Maui in 1929-1930. Walker (1931) identified 23 *heiau* and an L-shaped enclosure within the general Kula area. Three of these Walker reported *heiau* are found in the adjacent Pulehunui *Ahupua'a* to the south, and four are located in Oma'opio *Ahupua'a*. The various *heiau* within Oma'opio are Mahia (Walker Site 226), Mana (Walker Site 225), Moomuku (Walker Site 224), and Poohinahale (Walker Site 227) *Heiau*. Of these ceremonial structures, only Mana *Heiau* has been

issued a SHPD site number—SIHP<sup>8</sup> No. 50-50-10-1057. This *heiau* was used as an interment area for post-contact burials. Former SHPD Maui staff archaeologist Theresa Donham (1992) notes that the presence of at least four identified *heiau* in Oma'opio *ahupua'a*, suggests that there was a relatively large permanent population in this portion of the island.

According to Donham (1992), two petroglyph sites have been previously identified within Oma'opio *ahupua'a*. The Upper Pulehu Gulch Petroglyphs, designated Site 50-50-11-1267, are located in the upper portion of the *ahupua'a* in this gulch. The site is located along the streambed near a dry waterfall and plunge pool. Site 1267 is composed of a small rock overhang shelter, a platform, 15 pictographs, and about 140 petroglyphs.

A second petroglyph complex, Site 50-50-11-1268, was partially documented in 1973 during the statewide inventory that was carried out at the time as part of the State of Hawaii inventory of Historic Places (Tulchin et al., 2003). A small rectangular enclosure (Site 50-50-11-1349), was first recorded in by Elspeth Sterling of the B. P. Bishop Museum in 1966 (Donham, 1992). This possible agricultural shrine is located along the edge of Pulehu Gulch. Both these sites have since been relocated and designated for preservation (Folk, 1993).

As SHPD Maui staff archaeologist, Donham (1992) conducted a surface survey of the 9-acre Koyanagi Subdivision in upper Oma'opio. Five sites were located during her walkover of the parcel. The documented sites included three ranch era rock walls, an agricultural rock clear pile, and 12 petroglyphs that were located along the southern slope of an unnamed gulch to the south of Oma'opio Road. These petroglyphs include images of human and abstract figures as well as two modern figures.

Fredericksen and Fredericksen (1992a) conducted an inventory survey of a 4-acre parcel of land in upper Oma'opio. This project was carried out in a largely developed neighborhood and identified one feature, a World War II era concrete bunker. This structure was about 1 ft (30 cm) thick by 14 ft (4.3 m) in width by 43 ft (13.1 m) in length. A second inventory survey of a largely impacted 7.2 acre property did not yield any material cultural remains (Fredericksen and Fredericksen, 1993).

In more recent times, there have been three inventory surveys carried out to the west of the project area in lower Oma'opio. The first of these surveys was conducted in 2000 and represents the first large-scale inventory survey carried out in the Oma'opio area. This inventory survey examined a 71-acre parcel in the lower portion of the *ahupua'a*. A total of 10 sites were identified, including 34 components made up of agricultural rock clear piles, several ranch era walls, an earthen water control ditch, two ranch era complexes, two sites with concrete foundations, and two precontact petroglyph panels in Pulehu Gulch (Haun and Henry, 2000).

Wilson and Dega (2004) carried an inventory survey of a 60-acre parcel in the lower Oma'opio area. The survey documented six new sites, including three ranch era rock walls and a group of agricultural rock clear piles. The two precontact sites consisted of a C-shaped enclosure, interpreted as a temporary habitation area, and a previously unrecorded agricultural *heiau* (Site 50-50-10-5533).

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<sup>8</sup> SIHP = State Inventory of Historic Places

A more recent inventory survey carried out in the lower portion of Oma'opio *ahupua'a* was conducted in 2005. This survey examined a c. 40-acre portion of land and documented nine new sites (Chun, et al, 2005). Site types included two petroglyph groups, three probable precontact rock overhang shelters with modifications, and four ranch era sites.

In 2005 three newly identified sites were located on a parcel in Oma'opio in Makawao District (Fredericksen, Madeus, April 2006). These sites consisted of agricultural features with one possible ceremonial feature. A preservation plan was scheduled and in place preservation was recommended at that time. No further testing was conducted and a monitoring plan was deemed appropriate.

An archaeological inventory survey was conducted recently on a parcel of land c. 1 km southeast of the current project. The AIS identified one historic post-contact agricultural site dating to at least the 1940's-era. This site contained a roadbed and terracing rock walls. No Hawaiian precontact material was located (Frey, Fredericksen, 2012, Draft in process).

## **Settlement Patterns**

The study area lies in the region that Cordy (1977, p. 11) classifies as the "upland field zone" of settlement. He also notes "Kula was not a political center on Maui; the ruler and high chiefs lived in other more productive lands (i.e., Hana, Lahaina, and Wailuku). Thus, at any one point in time in late prehistory...residents seem to have been commoners, with one resident low chief" (Ibid., p. 11). Finally, Cordy points out that temporary habitation sites tend to be relatively rare in agricultural fields because these areas were within easy walking distance to permanent habitation sites. Instead, temporary habitation areas consisted of small rock shelters or overhangs, or small surface structures such as C-shaped enclosures, which were located in other areas (Ibid., p. 11-12).

## **Expected Findings**

Ranching and post-contact agricultural activities have impacted portions of Oma'opio and the greater Kula area. It is interesting to note that the Irish potato boom in the mid-1800s brought about the adaptive reuse and/or expansion of traditional Hawaiian dry land field systems in the Kula area. Based on our background research and the types of Land Commission Awards in the general vicinity of the project area, the expected findings could include possible precontact dry land agricultural site remnants, and/or temporary habitation site remnants, possibly containing associated human burials. In addition, post-contact agricultural site remnants and/or house sites could be present. Finally, ranch-era sites such as walls could also be expected on the project area.





## FIELD METHODS

Xamanek Researches, LLC conducted an archaeological inventory survey of the project corridor in October and November 2012 on a portion of land in Oma'opio *Ahupua'a*, Makawao District, Island of Maui (TMK (2) 2-3-04: 13 por. and 32). The project area is in the modern district of Makawao, but was part of the traditional district of Kula. The project area was covered by a 100% pedestrian surface survey, and assessed by 5 hand excavated 50 x 50 cm shovel units.

Erik Fredericksen conducted the surface survey, and field archaeologist Sam Young, B.A., conducted subsurface testing. Erik Fredericksen (SHPD Permit 12-06) was the project director and principal investigator for this project. The pedestrian survey was conducted on 19 October 2012, and subsurface investigation was completed in early November. A total of 3 field days were expended on the fieldwork for this archaeological assessment survey.

The archaeological investigation consisted of a 100% surface survey and controlled excavation of five 50 x 50 cm square shovel test units (ST's). The pedestrian inspection of the project area was accomplished through systematic sweeps oriented northeast/southwest direction at 5 m intervals. There were no surface sites encountered during this portion of the survey.

Subsurface testing consisted of 5 manually excavated shovel test units. The shovel test units were excavated along the proposed water line route. All excavated material from the shovel test units was sifted through 1/8th inch mesh hardware cloth. There were no significant material culture remains located during subsurface testing.

Following the excavation of the test units, a representative wall from each test unit was hand scraped with a trowel to aid in recording the soil stratigraphy. The wall profile was mapped to scale and described using Munsell soil colors and U.S Soil Conservation Service terminology. Photographs were taken with a digital camera. The completed subsurface tests were backfilled. Field notes and photographs are kept on site at the Xamanek Researches LLC facility in Pukalani, Maui.





**Photo 1: Overview of the project area near ST 4, view to the southwest.**



**Photo 2: Overview of the project area near ST 3, view to the southeast. Note: dry land terracing visible well off the project area, upper center of photo.**

## **RESULTS OF FIELDWORK**

This project was undertaken to document all historic properties on the subject parcel along the proposed water line replacement route. A report designed to satisfy SHPD requirements will be submitted for review, prior to the installation of the proposed water line replacement. Previous archaeological studies that were conducted in the area are included in the background section of this report.

The assessment survey did not identify any new archaeological sites. The field archaeologist notes that in the distance there are visible remnants of agricultural terracing off the subject parcel, however, in the immediate vicinity there is no surface evidence of any agricultural activity.

Subsurface testing was undertaken in five locations during the assessment survey along the proposed water line replacement route. The shovel tests were all negative of any cultural or historical material. The subsurface testing results are discussed in the following site description section.

## Subsurface Testing Results

Five Shovel Tests (ST's 1-5) were excavated during the archaeological assessment survey to determine the possible occurrence of any historical or cultural material in this area.

### ST-1

ST-1 was excavated to a depth of c. 30 centimeters below surface. One stratigraphic layer was encountered in ST-1. Layer I was a sterile soil deposit and was terminated due to the lack of cultural material.

Layer I (0 to 30 cmbs)	2.5YR 5/8, 6/8, red to light red, sticky clay loam, inclusions include roots and angular basalt pebbles; contains no cultural material remains.
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There was no cultural material remains discovered in either layers of this TU during excavation.

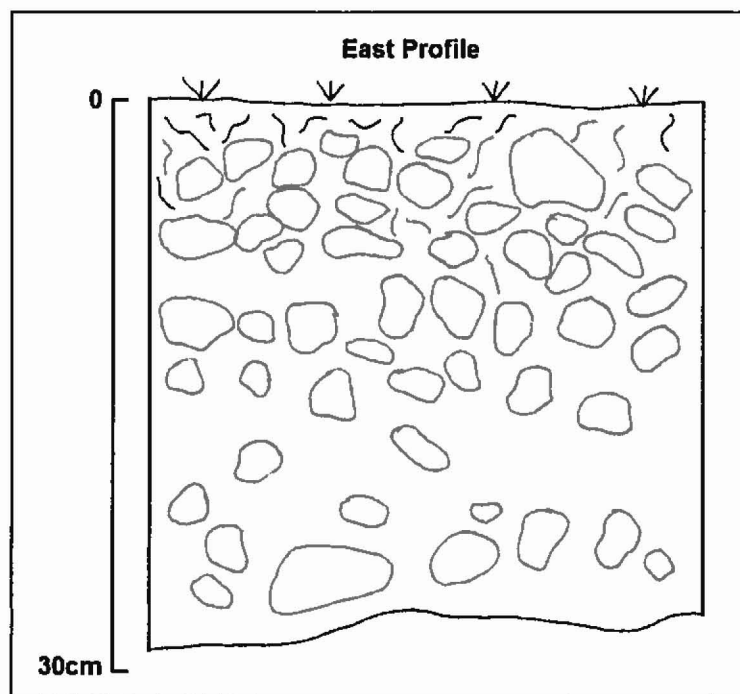


Figure 5: East face profile of ST-1.





**Photo 3: Overview of ST-1, view to the east - excavation in process.**

## ST-2

ST-2 was excavated to a depth of c. 20 centimeters below surface. One stratigraphic layer was encountered in ST-2. Layer 1 was a sterile soil deposit and was terminated due to the lack of cultural material and rock.

Layer 1 (0 to 20 cmbs)	2.5YR 5/8, 6/8, red to light red, sticky clay loam, inclusions include roots and angular basalt pebbles; contains no cultural material remains.
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There was no cultural material remains discovered in either layers of this TU during excavation.

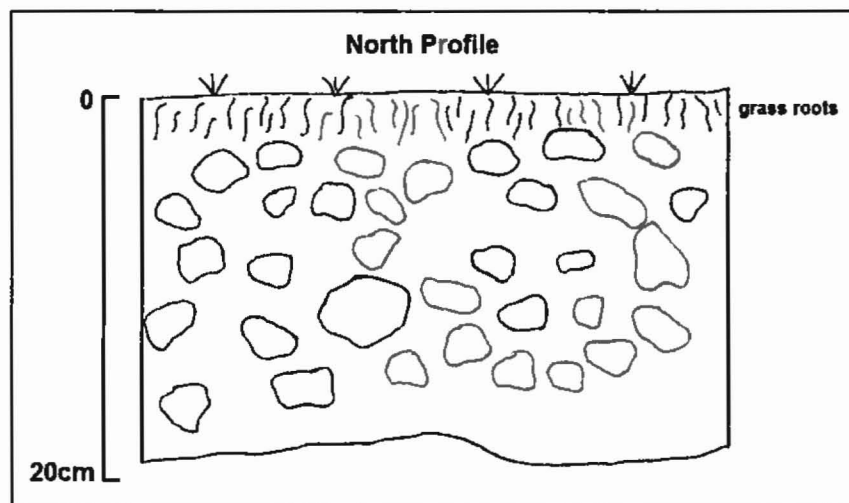
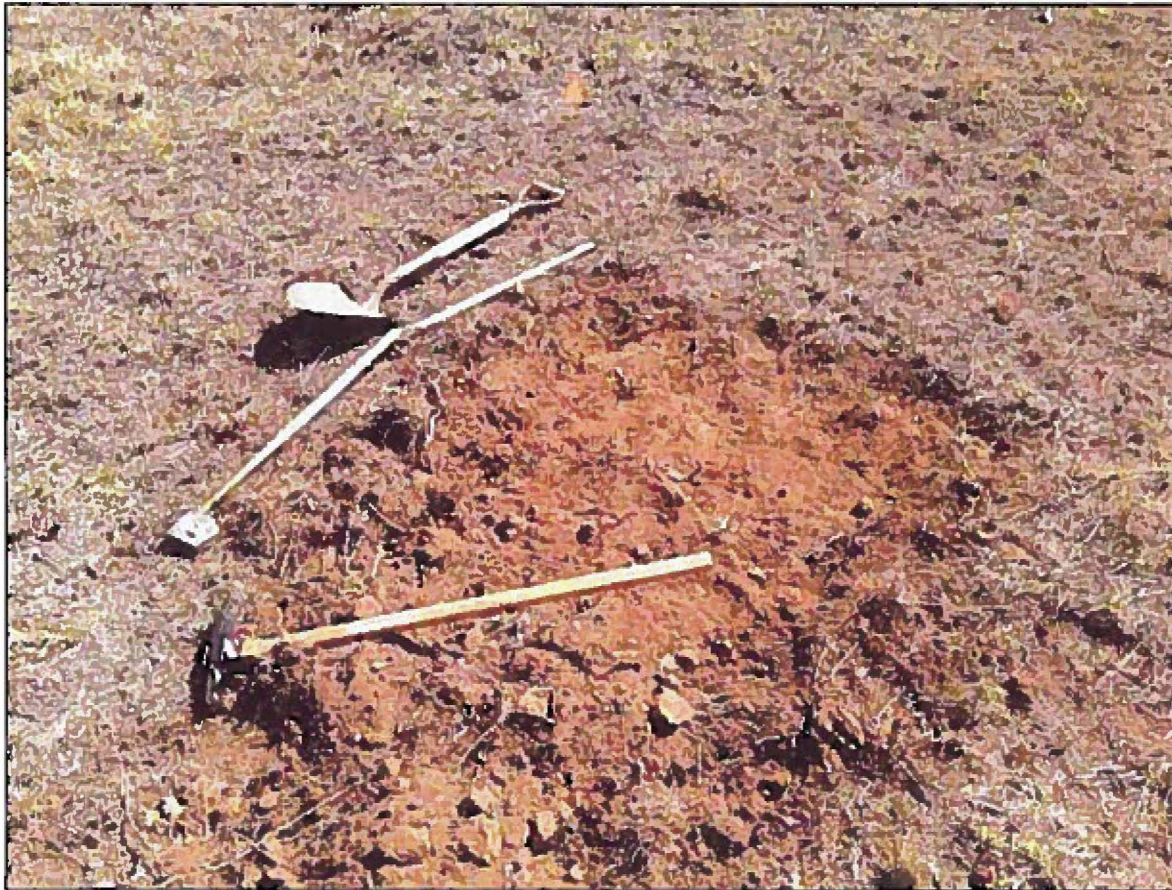


Figure 6: ST-2, north face profile.





**Photo 4: Overview of ST-2, view to the northwest - excavation in process.**

### **ST-3**

ST-3 was excavated to a depth of c. 30 centimeters below surface. Two stratigraphic layers were encountered in ST-3. Layer I was a sterile soil deposit mainly consisting of the grassy rootlets. Layer II was also a sterile soil deposit. ST-3 was terminated due to the lack of cultural material and rock.

Layer I (0 to 5 cmbs)	2.5YR 6/8, light red, sticky clay loam, inclusions include grass rootlets; contains no cultural material remains.
Layer II (5 to 30 cmbs)	2.5YR 6/9, red, sticky clay loam, inclusions include roots and angular basalt pebbles; contains no cultural material remains

There was no cultural material remains discovered in either layers of this TU during excavation.



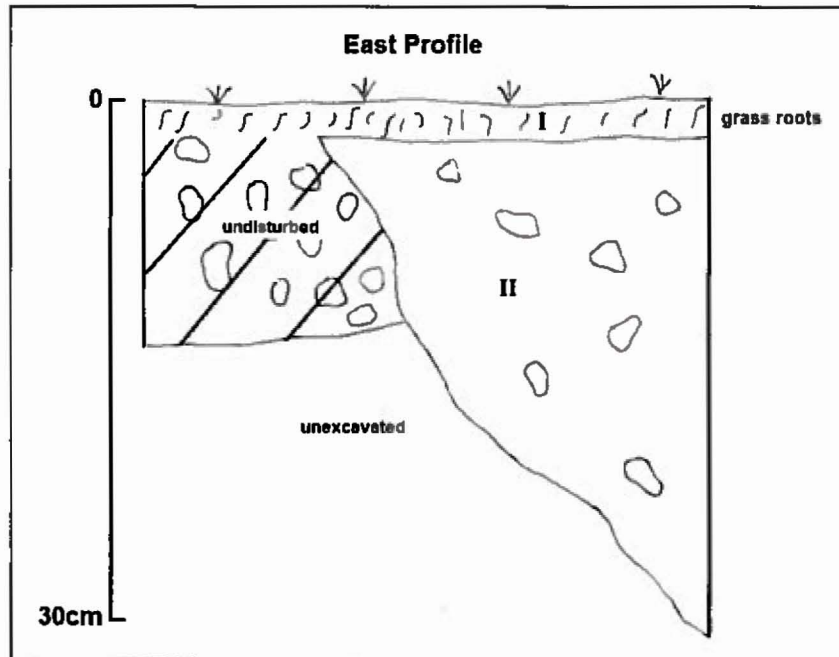


Figure 7: ST-3 east face profile.



Photo 5: Overview of ST-3, view to the east - excavation in process.

## ST-4

ST-4 was excavated to a depth of c. 15 centimeters below surface. One stratigraphic layer was encountered in ST-4. Layer I was a sterile soil deposit and was terminated due to the lack of cultural material and rock.

Layer I (0 to 15 cmbs)	2.5YR 6/8, light red, sticky clay loam, inclusions include grass rootlets and angular basalt pebbles; contains no cultural material remains.
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There was no cultural material remains discovered in either layers of this TU during excavation.

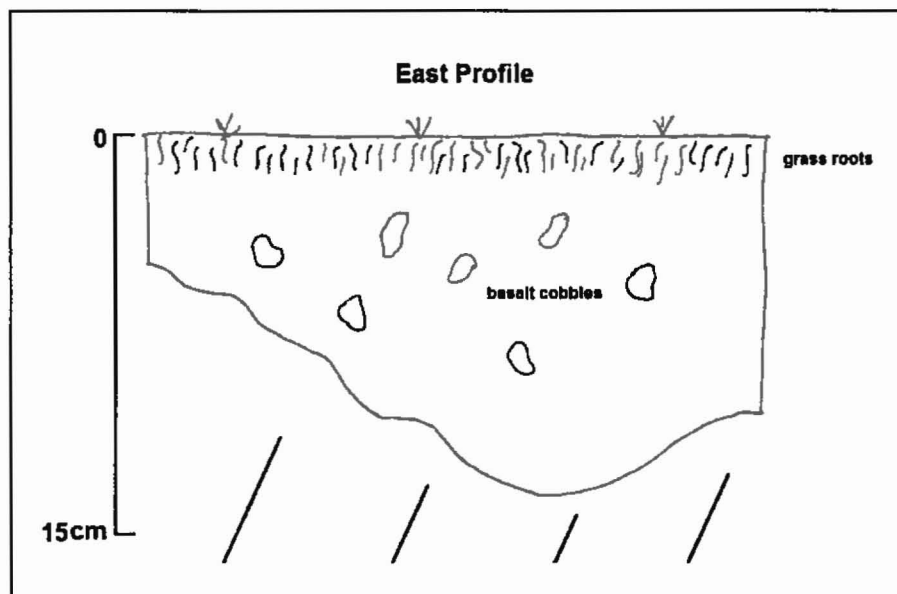


Figure 8: ST-4 east face profile.





**Photo 6: ST-4 overview, view to the east - excavation in process.**

## **ST-5**

ST-5 was excavated to a depth of c. 15 centimeters below surface. One stratigraphic layer was encountered in ST-. Layer I was a sterile soil deposit and was terminated due to the lack of cultural material and rock.

Layer I (0 to 15 cmbs)	2.5YR 6/8, light red, sticky clay loam, inclusions include grass rootlets and angular basalt pebbles; contains no cultural material remains.
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There was no cultural material remains discovered in either layers of this TU during excavation.





**Photo 7: ST-5, view to the north - excavation in process.**

The shovel tests were systematically laid out along the proposed water line route. The shovel tests are discussed below. None of the shovel tests contained any cultural material.

**Table 1: Summary for Shovel Tests 1-5**

ST#	L x W	Wall profile	Layer	Depth (cm)	Layer descriptions	Cultural materials
ST-1	50x50cm	East face	I	0-30 cm	2.5YR, 5/8, 6/8, red to light red, sticky clay loam; inclusions include roots and angular basalt pebbles; contains no cultural materials	No cultural material remains discovered.
ST-2	50x50cm	North face	I	0-20 cm	2.5YR, 5/8, 6/8, red to light red, sticky clay loam; inclusions include roots and angular basalt pebbles; contains no cultural materials	No cultural material remains discovered.
ST-3	50x50cm	East face	I	0-5 cm	2.5YR 6/8, light red, sticky clay loam; inclusions include grassy rootlets and angular basalt pebbles; contains no cultural materials	No cultural material remains discovered.
			II	5-30 cm	2.5YR 6/9, red, sticky clay loam; inclusions include roots and angular basalt pebbles; contains no cultural materials	No cultural material remains discovered.
ST-4	50x50cm	East face	I	0-15 cm	2.5YR, 5/8, 6/8, red to light red, sticky clay loam; inclusions include roots and angular basalt pebbles; contains no cultural materials	No cultural material remains discovered.
ST-5	50x50cm	North face	I	0-15 cm	2.5YR, 5/8, 6/8, red to light red, sticky clay loam; inclusions include roots and angular basalt pebbles; contains no cultural materials	No cultural material remains discovered.

## **Discussion**

In general, two stratigraphic layers were noted during the subsurface testing along the proposed water line replacement route of the study area. The stratigraphic layers are similar across this tested area. All shovel tests were sterile and did not yield any cultural material, which suggests that this area may have been heavily impacted by post-contact activities associated with pasture development and maintenance, and/or the prior installation of the existing waterline that is located within the project corridor.

## **SUMMARY AND CONCLUSIONS**

The results of this archaeological assessment survey of the project area generally conform to expectations derived from historical and archaeological background research. Predictions included the identification of traditional Hawaiian agricultural sites as well as post-contact agricultural and animal husbandry features. However, no sites were encountered. While there were no surface archaeology sites noted along the proposed water line replacement route, dry land rock faced terraces were noted c. 750 m upslope to the southeast of the project corridor.

The absence of sites on the project area may simply be related to the location of the project area and/or previous land alteration activities related with pasture development and maintenance, and/or prior waterline construction disturbance. As previously noted, the project is located on a portion of Haleakala Ranch, and is actively for grazing.

## **SITE SIGNIFICANCE AND RECOMMENDATIONS**

### **Significance Evaluations**

The following significance evaluations are based on the Rules Governing Procedures for Historic Preservation Review (DLNR 1996; Chapter 275). According to these rules, a site must possess integrity of location, design, setting, materials, workmanship, feeling and association and shall meet one or more of the following criteria:

Therefore, the archaeological site assessed during this current inventory survey subject to the broad criteria established for the State and National Register of Historic Places.

- Criterion “a”—Be associated with events that have made an important contribution to the broad patterns of our history;
- Criterion “b”—Be associated with the lives of persons important in our past;
- Criterion “c”—Embody the distinctive characteristics of a type, period, or method of construction; represent the work of a master; or possess high artistic value;
- Criterion “d”—Have yielded, or is likely to yield, important information for research on prehistory or history;
- Criterion “e”—Have an important traditional cultural value to the native Hawaiian people or to another ethnic group of the state due to associations with traditional cultural practices once carried out, or still carried out, at the property or due to associations with traditional beliefs, events or oral accounts.

The archaeological assessment survey discussed in this report was designed and completed to meet DLNR-SHPD requirements for a permit for the water line replacement. While no sites were identified during the assessment survey, rock faced dry land terracing was visible c. 750 m upslope and to the southeast of the project corridor.

### **Recommended Treatment**

The archaeological assessment survey discussed in this report was designed and completed to meet DLNR-SHPD requirements in advance of an environmental assessment for the proposed water line improvements. Given that remnants of significant material culture remains could be located in untested portions of the project area, precautionary monitoring is recommended.

## REFERENCES

- Bartholomew, Gail  
1985            Index to the Maui News, Maui Historical Society, Wailuku.
- Bartholomew, Gail and Bren Bailey  
1994            Maui Remembers: A Local History, Mutual Publishing, Honolulu.
- Brown, Roderick, and Alan E. Haun  
1989            *Archaeological Inventory Survey Keokea and Waiohuli Subdivisions, Lands of Keokea and Waiohuli, Makawao District, Island of Maui*, prepared for the Department of Hawaiian Home Lands, by PHRI, Hilo.
- Chun, Allison A., D Dillon, Ian Bassford and Jenny Lyn Pickett  
2005            *An Archaeological Inventory Survey of 40.0 Acres Located in Kula, Oma'opio Ahupua'a, Makawao District, Maui Island, Hawai'i TMK: (2) 2-3-03: portion of 220. Prepared for Phil Christopher by ACES.*
- Cordy, Ross  
1977            Kihei Flood Control Project: Archaeological Reconnaissance and Literature Search, Fort Shafter, Hawaii, U.S. Corps of Engineers.
- Cox, David W.  
1976            *Archaeology of Kula, Maui from Pulehu Nui ahupua'a to Kamaole Ahupua'a. Surface survey of Piilani Highway. Hawaiian Archaeological Journal 76-1.*
- Day, A. Grove  
1984            History Makers of Hawaii, Mutual Publishing of Honolulu, Honolulu, HI.
- Donham, Theresa  
1989            *Archaeological Inventory Survey Piilani Residential Community-Phase I, Land of Waiohuli, Makawao District, Island of Maui (TMK: 2-2-02: por. 42)*, prepared for Belt Collins & Associates, Honolulu, by PHRI, Hilo.
- 1990            *Archaeological Inventory Survey, Piilani Residential Community-Phase II, Land of Keokea, Makawao District, Island of Maui*, prepared for Belt Collins & Associates, Honolulu, by PHRI, Hilo.
- 1992            *Surface Survey of the Koyanagi Subdivision, Omaopio, Kula, Maui (TMK 2-3-03: 129)* Prepared by Theresa Donham, Maui staff archaeologist, State Historic Preservation Division.
- 1996            National Register of Historic Places Registration Form.



- Foote, D., E. Hill, S. Nakamura, F. Stephens  
 1972 Soil Survey of Kauai, Oahu, Maui, Molokai, and Lanai, State of Hawaii, U.S.  
 Dept. of Agriculture, Government Printing Office, Washington, D.C.
- Fredericksen, Demaris L. and Erik M.  
 2000 *Data Recovery Report on Feature A, Site 50-50-10-4727, Kama'ole  
 Ahupua'a, Makawao District, Maui Island (TMK: 2-2-02: por. 69)*. Prepared for Dekalb  
 Genetics Corp., DeKalb, IL. By Xamanek Researches, Pukalani, Maui.
- Fredericksen, Demaris L., Erik M. and Walter M.  
 1993 *An Archaeological Inventory Survey of Waiakoa Homesteads Sub-division of Lot  
 9, Ahupua'a of Waiakoa, Kula District, Maui Island, Hawaii (TMK 2-2-13: 13  
 por.)*. Prepared for Lisa Aruda Brown. Prepared by Demaris L., Erik M. and  
 Walter M. Fredericksen, rev. November 1993. 52 pp. 3 maps, 16 figures, 16  
 photographs.
- Fredericksen, Erik M. and Demaris L.  
 1995 *Inventory Survey Report for Road "C" Corridor, Waiohuli Ahupua'a, Makawao  
 and Wailuku Districts, Maui Island (TMK: 2-2-02: portion of 66, 67: 3-9-02:  
 109)*, prepared for Munekiyo and Arakawa, Inc., Wailuku, by Xamanek  
 Researches, Pukalani.
- Sept. 1996 *Data Recovery Report for Site 50-50-10-3529, A Rockshelter in the Road "C"  
 Corridor, Waiohuli Ahupua'a, Makawao District, Maui Island (TMK: 2-2-02:  
 portion of 67)*, prepared for BALDWIN\*MALAMA, Honolulu, by Xamanek  
 Researches, Pukalani, Maui.
- Fredericksen, Erik M., Demaris L. and Walter M.  
 June 1994 *An Archaeological Inventory Survey of a 24-Acre Parcel, Kama'ole Ahupua'a,  
 Wailuku District, Island of Maui (TMK: 3-09-18: 1)*, prepared for Grant Y. M.  
 Chun, Attorney, by Xamanek Researches, Pukalani, Maui.
- July 1994 *Archaeological Inventory Survey and Botanical Survey Report for Ka'ono'ulu  
 Ahupua'a, Wailuku and Makawao Districts, Maui Island (TMK: 3-9-01: 16 and  
 2-2-02: por. 15)*. Prepared for M.T. Munekiyo Consulting, Inc., by Xamanek  
 Researches, Pukalani, Maui.
- Nov. 1994 *Archaeological Subsurface Testing at Site 50-50-10-2636, Kama'ole Ahupua'a.  
 Wailuku District, Maui Island*. Prepared for Munekiyo and Arakawa, Inc.,  
 Wailuku, by Xamanek Researches, Pukalani, Maui.
- 1996 *Archaeological Inventory Survey of GTE Hawaiian Telephone Haleakala Fiber  
 Optics Ductline Corridor, Papa'anui and Ka'ono'ulu Ahupua'a, Makawao  
 District, Maui Island (TMK: 2-2-07: 1, 2, 5, 10, 11, 12; 2-2-06: 9)*. Prepared for  
 Munekiyo and Arakawa, Inc., Wailuku, Hawaii. Prepared by Erik M., Demaris  
 L. and Walter M. Fredericksen, January 56 pp. Appendix A: Soil Profile  
 Descriptions for Sites 4134 and 4135, 1 pp. Appendix B: Floral and Faunal  
 Survey, by Dave Paul, 6 pp. 5 maps, 15 figures, 8 photographs. (Revised July  
 1996).



- Fredericksen, Erik M., and Jonas K. Madeus  
2006 *Archaeological Inventory Survey of an 11.703 Acre Parcel in Oma'opio Ahupua'a, Makawao District, Island of Maui* (TMK: [2] 2-3-003: 35). Prepared for Rachel Ball Phillips of Phillips Family Trust Subdivision. Prepared by Xamanek Researches, LLC., Pukalani, Maui.
- Fredericksen, Walter M. and Demaris L.  
1992a *Archaeological Inventory Survey of a parcel of land in Kula, Maui, Hawaii, (TMK 2-1-14: 1; 50-11-2899)*. Prepared for County of Maui Department of Parks and Recreation. Prepared by Walter M. and Demaris L. Fredericksen, July 1992. 36pp. 3 maps, 8 figures, 7 photographs.
- 1992b *An Archaeological Inventory Survey of a Parcel Approximately 4 Acres in Area, Located in Kula, Maui, Hawaii (TMK: 2-3-22: 29-31)*. Prepared by Xamanek Researches for Tomatsu Tanaka. 22 pp.
- 1993 *An Archaeological Inventory Survey of a Parcel of Land in the Ahupua'a of Omaopio, District of Kula, Island of Maui (TMK: 2-3-15: 2 and 24)*. Prepared by Xamanek Researches for Bob Schmidt. 18 pp.
- Frey, Jennifer, J. and Erik M. Fredericksen  
Nov 2012 *An Archaeological Inventory Survey of a 5.787 acre parcel of land, located in Oma'opio Ahupua'a, Makawao District, Island of Maui (TMK (2) 2-3-014: 008)*.  
(Draft) Prepared by Xamanek Researches, LLC for Patricia Daniells.
- Handy, E. S. Craighill  
1940 The Hawaiian Planter—Volume I. B.P. Bishop Museum Bulletin 161, Honolulu.
- Handy, E.S.C., and E.G. Handy  
1972 Native Planters in Old Hawaii: Their Life, Lore and Environment. Bernice P. Bishop Museum Bulletin 233, Bishop Museum Press, Honolulu.
- Haun, Alan, and Dave Henry  
2000 *Archaeological Inventory Survey, TMK: 2-3-002:005, Land of Omaopio, Makawao District, Island of Maui*. Prepared by Haun & Associates for Mr. Sterling Kim.
- Kamakau, S. M.  
1992 Ruling Chiefs of Hawaii (Revised Edition). Kamehameha Schools Press, Honolulu.
- Kolb, M. J., P. J. Conde, and R. Cordy  
1997 *Kula: The Archaeology of Upcountry Maui in Waiohuli and Keokea—An Archaeological and Historical Settlement Survey in the Kingdom of Maui*. Prepared for the Department of Hawaiian Home Lands by State Historic Preservation Division, Honolulu, HI.
- Kuykendall, Ralph S.  
1938 The Hawaiian Kingdom, Volume I—1778-1854: Foundation and Transformation, University of Hawaii Press, Honolulu.

- Madeus, Jonas K., and Erik M. Fredericksen  
Feb. 2006      *An Archaeological Inventory survey of a 1.69 Acre Parcel in Waiakoa Ahupua`a, Kula, Maui (MK: (2) 2-2-14: 21).* Draft report prepared on behalf of Mr. Elmer Cravalho, Chairman, Kula Community Federal Credit Union. Prepared by Xamanek Researches, LLC, Pukalani, Maui.
- Riford, Mary  
1986      Archaeological Services for the Department of Hawaiian Homelands Waiohuli and Keokea Subdivisions. Public Archaeology Section, B.P. Bishop Museum, Honolulu, HI.
- Sterling, Elspeth P.  
1998      Sites of Maui, Bishop Museum Press, Honolulu.
- The Maui News  
Various articles.
- Tulchin, Jon, David W. Shiedeler, and Hallet H. Hammett  
2003      *Preservation Plan for Site 50-50-11-5544 located within a Kulamalu Estates Phase II Subdivision, Oma`opio Ahupua`a, Kula District, Island of Maui. TMK 2-3-23:8.* Prepared for Quadrant Holdings PTY, LTD by Cultural Surveys Hawaii, Inc. 28 pp.
- Walker, Winslow  
1931      *Archaeology of Maui*, ms. in Maui Historical Society archives, Wailuku, Maui. Bailey House Museum.
- Wilson, Jon A. and Michael F. Dega  
2004      *Archaeological Inventory Survey of 59.96 Acres Located in Kula, Oma`opio Ahupua`a, Makawao District, Maui Island, Hawaii (TMK (2) 2-3-03: portion of 172).* Prepared by SCS Archaeology for John and Maria Siele. 63 pp.

# **SAMPLE DHHL CONTRACT**



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

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

**RECITALS**

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

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

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

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

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

F. Money is available to fund this Contract pursuant to:

(1) Hawaiian Homes Trust Fund

(Identify state sources)

or (2) \_\_\_\_\_

(Identify federal sources)

or both, in the following amounts: State \$ \_\_\_\_\_

Federal \$ \_\_\_\_\_

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

1. Scope of Services. The CONTRACTOR shall, in a proper and satisfactory manner as determined by the STATE, provide all the goods or services, or both, set forth in the Invitation for Bids number IFB-14-HHL-006 ("IFB") \* and the CONTRACTOR'S accepted bid ("Bid"), both of which, even if not physically attached to this Contract, are made a part of this Contract.

2. Compensation. The CONTRACTOR shall be compensated for goods supplied or services performed, or both, under this Contract in a total amount not to exceed  
\* and summarized in Attachment S-1

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 in the amount of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_).

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

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

7. Liquidated Damages. Liquidated damages shall be assessed in the amount of \_\_\_\_\_ 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

CORPORATE SEAL

(If available)

(Name of Contractor)

(Signature)

(Print Name)

(Print Title)

(Date)

APPROVED AS TO FORM:

Deputy Attorney General

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



STATE OF HAWAII

CONTRACTOR'S ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 ) SS.  
\_\_\_\_\_ COUNTY OF \_\_\_\_\_ )

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

(Notary Stamp or Seal)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

Notary Public, State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

Doc. Date: \_\_\_\_\_ # Pages: \_\_\_\_\_

Notary Name: \_\_\_\_\_ Circuit \_\_\_\_\_

Doc. Description: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

(Notary Stamp or Seal)

\_\_\_\_\_  
Notary Signature Date

NOTARY CERTIFICATION



## STATE OF HAWAII

# CONTRACTOR'S STANDARDS OF CONDUCT DECLARATION

For the purposes of this declaration:

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

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

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

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

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

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

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

### CONTRACTOR

By \_\_\_\_\_  
(Signature)

Print Name \_\_\_\_\_

Print Title \_\_\_\_\_

Name of Contractor \_\_\_\_\_

Date \_\_\_\_\_



**STATE OF HAWAII**  
**SCOPE OF SERVICES**

**Project:** Lower Kula Water System Improvements  
**Location:** Kula, Island of Maui  
**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-14-HHL-006 and in CONTRACTOR's proposal submitted \_\_\_\_\_, 2014, 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.

Item No.	Item Description





STATE OF HAWAII

**COMPENSATION AND PAYMENT SCHEDULE**

**Project:** Lower Kula Water System Improvements

**Location:** Kula, Island of Maui

**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.

Item No.	Item Description	\$
	TOTAL	\$



STATE OF HAWAII

**TIME OF PERFORMANCE**

**Project:** Lower Kula Water System Improvements  
**Location:** Kula, Island of Maui  
**Contractor:** TBD

1. The Time of Performance for this Contract shall be One Hundred Eighty (180) 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) 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)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Title)

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

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

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

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

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print Name)

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



**STATE OF HAWAII**  
**SPECIAL CONDITIONS**

**Project:** Lower Kula Water System Improvements  
**Location:** Kula, Island of Maui  
**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>
<b>General Liability Insurance</b> (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
<b>Automobile Insurance</b> (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> .
<b>Workers Compensation</b> (statutory limit is required by laws of the State of Hawaii)	Insurance to include Employer's Liability. Both such coverages shall apply to all employees of the CONTRACTOR and, in case any sub-contractor fails to provide adequate similar protection for all his employees, to all employees of subcontractors.
<b>Builder's Risk covering the CONTRACTOR and all</b>	100% Replacement Value



## STATE OF HAWAII SPECIAL CONDITIONS

### **subcontractors**

<b>Fire and extended coverage</b>	100% Replacement Value
<b>Malicious Mischief</b>	100% Replacement Value
<b>Flood Insurance</b> , 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.



## STATE OF HAWAII

### SPECIAL CONDITIONS

#### SC-03 COMPLETION SCHEDULE AND LIQUIDATED DAMAGES

The CONTRACTOR shall complete all work as specified or indicated in the Contract Documents on or before One Hundred Eighty (180) calendar days after receiving written Notice to Proceed, subject to extensions, as may be granted.

In case of failure on the part of the CONTRACTOR to complete the work within the time specified, the CONTRACTOR shall pay to DHHL as liquidated damages, and not as a penalty, \$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 Kalanianaʻole, 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.



## STATE OF HAWAII

### SPECIAL CONDITIONS

#### **SC-07 PERMITS AND FEES**

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

#### **SC-08 COORDINATION WITH OTHER PARTIES**

The CONTRACTOR shall coordinate all the necessary work for temporary utility services, permanent service and appurtenances with the appropriate agencies and land owner(s), including but not limited to construction water, electrical power and construction office and base yard site.

#### **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 COMPLIANCE WITH COPELAND "ANTI-KICKBACK" ACT**

The CONTRACTOR shall comply with the Copeland Anti-Kickback Act (18 USC 874 and 40 USC 276c) as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Buildings or Public Works Financed in Whole or in Part by Loans or Grants of the United States"). The Act provides that Contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public facilities, to give up any part of the compensation to which they are otherwise entitled. [Required when Federal funds



## STATE OF HAWAII

### SPECIAL CONDITIONS

NAHASDA, USDA-RD, etc. are used.]

#### SC-13 ENERGY EFFICIENCY

The Contractor shall comply with the Energy Policy and Conservation Act (P.L. 94-163). Mandatory standards and policies relating to energy efficiency, contained in any applicable State Energy Conservation Plan, shall be utilized. [Required when Federal funds NAHASDA, USDA-RD, etc. are used.]

#### SC-14 FINAL INSPECTION

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

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

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

#### SC-15 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





## STATE OF HAWAII

### SPECIAL CONDITIONS

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-16 GENERAL CONDITIONS

In the event of conflicts and/or discrepancies, the DHHL Construction General Conditions, dated August 2013 shall govern over Form AG-008 103D General Conditions.

#### SC-17 ARCHAEOLOGICAL REPORT

An Archaeological Field Inspection Report of the project area was completed and no archaeological sites were found within the project limits. The CONTRACTOR should be aware that archaeological sites may be encountered during the construction of this project. If the CONTRACTOR encounters a potential archaeological site during construction, he shall immediately cease all operations in the area and contact the Engineer.

A copy of the archaeological field inspection report, dated February 6, 2013, is included in the IFB document incorporated herein as part of this Contract under ‘Scope of Services’. CONTRACTOR shall comply with the recommendations in the report as part of the construction method; including but not limited to, complying with a precautionary monitoring plan.

#### SC-18 INADVERTENT DISCOVERY OF HUMAN BURIALS

Although not expected, in the event human burials are inadvertently discovered, the CONTRACTOR shall immediately stop work in the vicinity of the burial and contact the



## STATE OF HAWAII

### SPECIAL CONDITIONS

following parties and agencies immediately: State Historic Preservation Division, DHHL, Office of Hawaiian Affairs and the Maui - Lanai Islands Burial Council.

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

#### **SC-19 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-20 FIRE PREVENTION PLAN**

The site is dry and subject to fires. As such, the CONTRACTOR shall prepare a Comprehensive Fire Prevention Plan, post the regulations clearly at the site and enforce the plan.

#### **SC-21 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-22 WATER SYSTEM SPECIFICATIONS**

The "WATER SYSTEM STANDARDS," State of Hawaii, dated 2002, and all subsequent amendments and additions, are by reference incorporated herein and made a part of these contract documents. The work embraced herein shall be performed by the



**STATE OF HAWAII**  
**SPECIAL CONDITIONS**

CONTRACTOR in accordance with the “WATER SYSTEM STANDARDS,” and the various sections of the Special Conditions.

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



## STATE OF HAWAII

### SPECIAL CONDITIONS

#### SC-23 CONTINGENT ITEMS

Depending upon the site and soil conditions, and other factors, the Project Manager may decide to delete the contingent items in its entirety. A Change Order may be issued to delete the work and the contract amount shall be reduced by subtracting the entire corresponding bid amount. If part of the work is done, or if the work exceeds the estimated quantities, payment shall be made on the actual number of units incorporated in the work at the unit price bid.

#### SC-24 COUNTY OF MAUI INSPECTION

All work within the proposed water line system improvement site and any County maintained easements and roadways shall be inspected and approved by the applicable agencies of the County of Maui. The CONTRACTOR shall make arrangements directly with the appropriate agencies to arrange for inspection of work. All work and/or fees necessary to comply with this item shall be considered incidental to the various contract items. No separate payment shall be made.

#### SC-25 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-26 FINAL SETTLEMENT OF CONTRACT

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

1. The contractor shall coordinate with all government agencies and utility companies on behalf of DHHL to obtain letter(s) from each respective government agency or utility company indicating that acceptance of the contract work for the project has been granted to DHHL. Copies of the letters shall be submitted to DHHL.
2. 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

### Table of Contents

#### Page(s)

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

## GENERAL CONDITIONS

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

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

3. Personnel Requirements.

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

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

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

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

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

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

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



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

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

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

- (1) Cancel the stop performance order; or
  - (2) Terminate the performance covered by such order as provided in the termination for default provision or the termination for convenience provision of this Contract.
- b. Cancellation or expiration of the order. If a stop performance order issued under this section is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONTRACTOR shall have the right to resume performance. An appropriate adjustment shall be made in the delivery schedule or contract price, or both, and the Contract shall be modified in writing accordingly, if:
- (1) The stop performance order results in an increase in the time required for, or in the CONTRACTOR'S cost properly allocable to, the performance of any part of this Contract; and
  - (2) The CONTRACTOR asserts a claim for such an adjustment within thirty (30) days after the end of the period of performance stoppage; provided that, if the Agency procurement officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this Contract.
- c. Termination of stopped performance. If a stop performance order is not cancelled and the performance covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop performance order shall be allowable by adjustment or otherwise.
- d. Adjustment of price. Any adjustment in contract price made pursuant to this paragraph shall be determined in accordance with the price adjustment provision of this Contract.

### 13. Termination for Default.

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

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

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

14. Termination for Convenience.

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

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

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

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

- d. Compensation.

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

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

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

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

- a. Changes in scope. If any action or omission on the part of the Agency procurement officer (which term includes the designee of such officer for purposes of this paragraph 15) requiring performance changes within the scope of the Contract constitutes the basis for a claim by the CONTRACTOR for additional compensation, damages, or an extension of time for completion, the CONTRACTOR shall continue with performance of the Contract in compliance with the directions or orders of such officials, but by so doing, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:
- (1) Written notice required. The CONTRACTOR shall give written notice to the Agency procurement officer:
- (A) Prior to the commencement of the performance involved, if at that time the CONTRACTOR knows of the occurrence of such action or omission;
- (B) Within thirty (30) days after the CONTRACTOR knows of the occurrence of such action or omission, if the CONTRACTOR did not have such knowledge prior to the commencement of the performance; or
- (C) Within such further time as may be allowed by the Agency procurement officer in writing.
- (2) Notice content. This notice shall state that the CONTRACTOR regards the act or omission as a reason which may entitle the CONTRACTOR to additional compensation, damages, or an extension of time. The Agency procurement officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Agency procurement officer;
- (3) Basis must be explained. The notice required by subparagraph 15a(1) describes as clearly as practicable at the time the reasons why the CONTRACTOR believes that additional compensation, damages, or an extension of time may be remedies to which the CONTRACTOR is entitled; and
- (4) Claim must be justified. The CONTRACTOR must maintain and, upon request, make available to the Agency procurement officer within a reasonable time, detailed records to the extent practicable, and other documentation and evidence satisfactory to the STATE, justifying the claimed additional costs or an extension of time in connection with such changes.
- b. CONTRACTOR not excused. Nothing herein contained, however, shall excuse the CONTRACTOR from compliance with any rules or laws precluding any state officers and CONTRACTOR from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the Contract.
- c. Price adjustment. Any adjustment in the price made pursuant to this paragraph shall be determined in accordance with the price adjustment provision of this Contract.

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

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

17. Payment Procedures; Final Payment; Tax Clearance.

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

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

19. Modifications of Contract.

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

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

- (1) Provide an opportunity for the CONTRACTOR to cure the breach or end the violation; or
- (2) Immediately terminate this Contract.

In either instance, the CONTRACTOR and the STATE shall follow chapter 487N, HRS, with respect to notification of a security breach of personal information.

e. Records Retention.

- (1) Upon any termination of this Contract or as otherwise required by applicable law, CONTRACTOR shall, pursuant to chapter 487R, HRS, destroy all copies (paper or electronic form) of personal information received from the STATE.
- (2) The CONTRACTOR and any subcontractors shall maintain the files, books, and records that relate to the Contract, including any personal information created or received by the CONTRACTOR on behalf of the STATE, and any cost or pricing data, for at least three (3) years after the date of final payment under the Contract. The personal information shall continue to be confidential and shall only be disclosed as permitted or required by law. After the three (3) year, or longer retention period as required by law has ended, the files, books, and records that contain personal information shall be destroyed pursuant to chapter 487R, HRS or returned to the STATE at the request of the STATE.

Department of Hawaiian Home Lands  
CONSTRUCTION GENERAL CONDITIONS  
Dated August 2013

**TABLE OF CONTENTS**

<b><u>ARTICLE/SECTION</u></b>	<b><u>PAGE</u></b>
ARTICLE 1: DEFINITIONS AND ABBREVIATIONS	
1.1 DEFINITIONS.....	4
1.2 ABBREVIATIONS .....	8
ARTICLE 2 (reserved)	
ARTICLE 3: CONTRACT	
3.1 NOTICE TO PROCEED .....	9
3.2 RELATIONSHIP OF PARTIES.....	9
3.3 PERSONNEL REQUIREMENTS.....	10
3.4 NON-DISCRIMINATION .....	10
3.5 CONFLICTS OF INTEREST.....	10
3.6 EMPLOYMENT OF STATE RESIDENTS (§103B-3 HRS) .....	10
ARTICLE 4: SCOPE OF WORK	
4.1 INTENT OF CONTRACT, DUTY OF CONTRACTOR .....	11
4.2 CHANGES.....	11
4.3 DUTY OF CONTRACTOR TO PROVIDE PROPOSAL FOR CHANGES .....	12
4.4 PRICE ADJUSTMENT (§3-125-13 HAR) .....	13
4.5 ALLOWANCES FOR OVERHEAD AND PROFIT (§3-125-13 HAR).....	13
4.6 PAYMENT FOR DELETED MATERIAL.....	14
4.7 VARIATIONS IN ESTIMATED QUANTITIES (§3-125-10 HAR).....	14
4.8 VARIATIONS IN BOTTOM ELEVATIONS .....	14
4.9 DIFFERING SITE CONDITIONS (§3-125-11 HAR) .....	15
4.10 COSTS AND EXPENSES.....	15
ARTICLE 5: CONTROL OF WORK	
5.1 AUTHORITY OF THE CHAIRMAN, HAWAIIAN HOMES COMMISSION .....	16
5.2 AUTHORITY OF THE PROJECT MANAGER .....	16
5.3 AUTHORITY OF THE INSPECTOR.....	16
5.4 AUTHORITY OF CONSULTANT(S).....	16
5.5 SHOP DRAWINGS AND OTHER SUBMITTALS.....	16
5.6 COORDINATION OF CONTRACT DOCUMENTS .....	19
5.7 INTERPRETATION OF DRAWINGS AND SPECIFICATIONS .....	21
5.8 EXAMINATION OF DRAWINGS, SPECIFICATIONS, PROJECT SITE .....	21



5.9	COOPERATION BETWEEN THE CONTRACTOR AND THE DEPARTMENT .....	21
5.10	INSPECTION .....	23
5.11	REMOVAL OF DEFECTIVE, NON-CONFORMING AND UNAUTHORIZED WORK.....	23
5.12	VALUE ENGINEERING INCENTIVE.....	24
5.13	SUBCONTRACTS .....	26

## ARTICLE 6: CONTROL OF MATERIALS AND EQUIPMENT

6.1	MATERIALS AND EQUIPMENT .....	28
6.2	SOURCE OF SUPPLY AND QUALITY OF MATERIALS .....	28
6.3	SUBSTITUTION OF MATERIALS AND EQUIPMENT AFTER BID OPENING .....	28
6.4	ASBESTOS CONTAINING MATERIALS.....	29
6.5	TEST SAMPLES .....	29
6.6	MATERIAL SAMPLES .....	29
6.7	NON-CONFORMING MATERIALS.....	30
6.8	HANDLING MATERIALS.....	30
6.9	STORAGE OF MATERIALS .....	30
6.10	PROPERTY RIGHTS IN MATERIALS.....	30
6.11	ANTI-TRUST CLAIMS .....	30

## ARTICLE 7: PROSECUTION AND PROGRESS

7.1	PROSECUTION OF THE WORK.....	31
7.2	COMMENCEMENT REQUIREMENTS .....	31
7.3	INSURANCE REQUIREMENTS.....	32
7.4	PERMITS AND LICENSES .....	34
7.5	NORMAL WORKING HOURS .....	34
7.6	HOURS OF LABOR (§104-2 HRS).....	34
7.7	PREVAILING WAGES (§104-2 HRS & FEDERAL DAVIS-BACON).....	35
7.8	FAILURE TO PAY REQUIRED WAGES (§104-4 HRS OR FEDERAL DAVIS-BACON).....	36
7.9	PAYROLLS AND PAYROLL RECORDS (§104-3 HRS) .....	36
7.10	OVERTIME AND NIGHT WORK.....	36
7.11	OVERTIME AND NIGHT PAYMENT FOR DEPARTMENT INSPECTION SERVICE.....	37
7.12	LIMITATIONS OF OPERATIONS.....	37
7.13	ASSIGNMENT OR CHANGE OF NAME (§3-125-14 HAR).....	38
7.14	LAWS TO BE OBSERVED.....	39
7.15	PATENTED DEVICES, MATERIALS AND PROCESSES .....	39
7.16	SANITARY, HEALTH AND SAFETY PROVISIONS .....	40
7.17	PROTECTION OF PERSONS AND PROPERTY .....	40
7.18	ARCHAEOLOGICAL SITES .....	41
7.19	RESPONSIBILITY FOR DAMAGE CLAIMS; INDEMNITY .....	41
7.20	CHARACTER OF WORKERS OR EQUIPMENT .....	42
7.21	CONTRACT TIME .....	43
7.22	CONSTRUCTION SCHEDULE.....	46
7.23	STATEMENT OF WORKING DAYS .....	46

7.24	SUSPENSION OF WORK (§3-125-7 HAR)	46
7.25	DISPUTES AND CLAIMS (§3-126-3 HAR)	48
7.26	FAILURE TO COMPLETE THE WORK ON TIME	50
7.27	TERMINATION OF CONTRACTOR FOR CAUSE (§3-125-18 HAR)	51
7.28	TERMINATION FOR CONVENIENCE (§3-125-22 HAR)	52
7.29	CORRECTING DEFECTS	53
7.30	FINAL CLEANING	53
7.31	SUBSTANTIAL COMPLETION AND FINAL INSPECTION	53
7.32	PROJECT ACCEPTANCE DATE	54
7.33	FINAL SETTLEMENT OF CONTRACT	55
7.34	CONTRACTOR'S RESPONSIBILITY FOR WORK; RISK OF LOSS	56
7.35	GUARANTEE OF WORK	56
7.36	WORK OF AND CHARGES BY UTILITIES	57
7.37	RIGHT TO AUDIT RECORDS	57
7.38	RECORDS MAINTENANCE, RETENTION AND ACCESS	58
7.39	COST OR PRICING DATA	58
7.40	CONFIDENTIALITY OF MATERIAL	58
7.41	PUBLICITY	59
7.42	OWNERSHIP RIGHTS AND COPYRIGHT	59
7.43	GOVERNING LAW	59
7.44	SEVERABILITY	59
7.45	WAIVER	59
7.46	UTILITIES AND SERVICES	59

#### ARTICLE 8: MEASUREMENT AND PAYMENT

8.1	MEASUREMENT OF QUANTITIES	61
8.2	NO WAIVER OF LEGAL RIGHTS	61
8.3	PAYMENT FOR ADDITIONAL WORK	61
8.4	PROGRESS AND/OR PARTIAL PAYMENTS	65
8.5	PROMPT PAYMENT (§3-125-23 HAR)	66
8.6	RETAINAGE	67
8.7	WARRANTY OF CLEAR TITLE	68
8.8	FINAL PAYMENT	68
8.9	STATE'S RIGHT TO OFFSET	38

## ARTICLE 1: DEFINITIONS AND ABBREVIATIONS

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- 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

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

~ END OF ARTICLE 1~



ARTICLE 2: [reserved]

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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

DHHL Construction General Conditions  
August 2013

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**

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- 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~*

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## ARTICLE 5: CONTROL OF WORK

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- 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~*

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## **ARTICLE 6: CONTROL OF MATERIALS AND EQUIPMENT**

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- 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~*

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

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### **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 Kalanianaʻole, 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 Department 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**

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### **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.
- 8.6.3 Subject to approval by the Chairman, and at the Chairman's sole discretion, Contractor may withdraw from time to time the whole or any portion of the sum retained after endorsing over to the Department and depositing with the Department any general obligation bond of the State or its political subdivisions suitable to the Department but in no case with a face value less than the value established by law of the amount to be withdrawn. The Department may sell the bond and use the proceeds therefrom in the same way as it may use monies directly retained from progress payments or the final payment.

- 8.7        **WARRANTY OF CLEAR TITLE.** The Contractor warrants and guarantees that all work and materials covered by progress or partial payments made thereon shall be free and clear of all liens, claims, security interests or encumbrances, and shall become the sole property of the Department. This provision shall not, however, be construed as an acceptance of the work nor shall it be construed as relieving the Contractor from the sole responsibility for all materials and work upon which payments have been made or the restoration of any damaged work, or as waiving the right of the Department to require the fulfillment of all the items of the Contract.
- 8.7.1      **LIENS AND WARRANTIES.** Goods provided under this Contract shall be provided free of all liens and provided together with all applicable warranties, or with the warranties described in the Contract documents, whichever are greater.
- 8.8        **FINAL PAYMENT**
- 8.8.1      Upon final payment to the CONTRACTOR, full payment to the subcontractor, including retainage, shall be made within ten days after receipt of the money; provided that there are no bona fide disputes over the subcontractor's performance under the subcontract.
- 8.8.2      Sums necessary to meet any claims of any kind by the Department may be retained from the sums due the Contractor until said claims have been fully and completely discharged or otherwise satisfied.
- 8.9        **STATE'S RIGHT TO OFFSET.** The STATE may offset against any monies or other obligations the STATE owes to the CONTRACTOR under this Contract, any amounts owed to the State of Hawaii by the CONTRACTOR under this Contract or any other Contracts or pursuant to any law or other obligation owed to the State of Hawaii by the CONTRACTOR, including, without limitation, the payment of any taxes or levies of any kind or nature. The STATE will notify the CONTRACTOR in writing of any offset and the nature of such offset. For purposes of this Subsection, amounts owed to the State of Hawaii shall not include debts or obligations which have been liquidated, agreed to by the CONTRACTOR, and are covered by an installment payment or other settlement plan approved by the State of Hawaii, provided, however, that the CONTRACTOR shall be entitled to such exclusion only to the extent that the CONTRACTOR is current with, and not delinquent on, any payments or obligations owed to the State of Hawaii under such payment or other settlement plan.

*~END OF ARTICLE 8~*

# **CONTRACTOR'S SUBMITTAL**



# **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 or 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.
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 these GENERAL CONDITIONS are not acceptable. Bidders are hereby notified that a surety bid bond containing such limitation(s) is

not acceptable and a bid accompanied by such surety bid bond will be automatically rejected.

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

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

**H. 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 at the respective offices furnished for such purposes eight (8) days before the bids are opened. The Department may extend the bid opening to allow at least eight (8) days from the notification date of the addendum. Upon notification by the Department, all Bidders/addressees shall be deemed to be on notice of the information therein whether or not the addendum is actually received. All addenda so issued shall become part of the contract documents.
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.

**I. 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

Instructions for Bid Submittal



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 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. Refer to the Appendix for the Sample "Request for Substitution."
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.

**J. 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 Contractors. Bids which do not comply with this requirement may not be considered. Proposals will be received up to the time fixed in the public notice for opening of bids and must be in the hands of the official by the time indicated. The time designated by the time stamping device in DHHL shall be official.

**K. 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 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.

**L. PUBLIC OPENING OF PROPOSALS.**

Proposals will be opened and read publicly at the time and place indicated in the Notice to Contractors. Bidders, their authorized agents and other interested parties are invited to be present.

**K. 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 2.1, 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.



**L. 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. [2.14.1]
2. The Chairman is the Department's chief procurement officer to whom protests shall be addressed unless specified otherwise in the solicitation. [2.14.2]

**M. 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 by lot. In the comparison of bids, words written in the proposals will govern over figures and unit prices will govern over totals. Until the award of the contract, the Department may cancel the solicitation, reject any and all proposals in whole or part and may waive any defects or technicalities whenever such action is deemed to be in the best interest of the Department.

**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 2.9, 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 3.3.1.1 and 3.3.1.2 when the Chairman determines that the correction or waiver of an obvious mistake

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

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 3.4.1 above, the Department may request the successful Bidder to extend the time for the acceptance of its bid. The Bidder may reject such a request without penalty; and in such case, the Department may at its sole discretion make a similar offer to the next lowest responsive and responsible Bidder and so on until a bid is duly accepted or until the Department elects to stop making such requests.
3. 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-14- HHL-006**  
**Lower Kula Water System Improvements**

**Items required prior to Bid Opening:**

- ☐ Notice of Intention to Bid, no later than 4:30 P.M., January 23, 2014.
- ☐ SPO- Form 21 (Standard Qualification Questionnaire), submitted to DHHL, Land Development Division by 4:30 P.M., January 23, 2014.
- ☐ SPO-38 (Hawaii Product Preference Request, if any), by 4:30 P.M., January 23, 2014.

**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 3 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**

**LOWER KULA WATER SYSTEM IMPROVEMENTS  
(BYPASS WATERLINE FOR PHASE VI PUMPING FACILITIES)**

**KULA, MAUI, HAWAII**

**Tax Map Key: (2) 3-4-013:13 (portion) and 32**

**IFB NO.: IFB-14-HHL-006**

**\*SEALED BID\***

Submitted by:

Address:

Date:

**Bid Package Envelope Cover**

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

**BID OFFER FORM FOR**

**LOWER KULA WATER SYSTEM IMPROVEMENTS  
(BYPASS WATERLINE FOR PHASE VI PUMPING FACILITIES)**

**KULA, ISLAND OF MAUI, HAWAII**

**TAX MAP KEY  
(2) 3-4-013:13 (PORTION) AND 32**

**IFB NO.: IFB-14-HHL-006**

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 Interim General Conditions, and General Conditions specified in the Invitation for Bids (IFB) No. IFB-14-HHL-006. The State of Hawaii's (State) Contract for Goods and Services Based on Competitive Sealed Bids AG-003 Rev. 6/22/2009, General Conditions, 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-14-HHL-006 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 IFB No. IFB-14-HHL-006; Lower Kula Water System Improvements for the Department of Hawaiian Home Lands.

Bid Schedule:

Item No.	No. of Units	Description	Unit Price	Unit Total
1	L.S.	Mobilization/Demobilization	Lump Sum	
2	1,274 ft.	18" D. I. Pipe with Polywrap		
3	6 ea.	18" Fittings		
4	4 ea.	Air Relief Valves w/ Manhole	Lump Sum	
5	5 ea.	Concrete Reaction Block		
6	2 ea.	Concrete Anchor Block		
7	L.S.	Concrete Pipe Support	Lump Sum	
8	2 ea.	Concrete Pier		
9	L.S.	Grouted Rubble Pavement	Lump Sum	
10	L.S.	18" Drainline with CRM Headwall	Lump Sum	
11	L.S.	Connection at 0+39	Lump Sum	
12	L.S.	Connection at 11+94	Lump Sum	
		(Items 1 to 12 Inclusive)	<b>Total Sum Bid</b>	

**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.**

## HAWAII PRODUCTS PREFERENCE

In accordance with HRS §103D-1002, the Hawaii products preference is applicable to this solicitation. Hawaii Products [are / may be] available for those items noted on the offer form. The Hawaii products list is available on the SPO webpage at <http://hawaii.gov/spo>, under Toolbox/QuickLinks click on Goods, Services and Construction, then click on Goods, Services and Construction for Vendors, Contractors and Service Providers, under Preferences, click on Preferences pursuant to HRS 103D Part X including Hawaii Products, then click on Preference for Hawaii Products, and select *Hawaii Products List* to view.

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://hawaii.gov/spo> under the 'Toolbox/QuickLinks' menu; click on 'SPO Forms' then click on 'Forms for Vendors, Contractors, and Service Providers'. The manufacturers and producers must complete and submit SPO-38 to DHHL. The form must be received by DHHL no later than **4:30 p.m., January 23, 2014**. 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 **4:30 p.m., January 27, 2013**.

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://hawaii.gov/labor/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:

<u>LIST OF APPRENTICEABLE TRADES TO BE EMPLOYED</u>	
<u>TRADE</u>	<u>APPRENTICESHIP PROGRAM SPONSOR</u>

(Add additional sheets if necessary)

**ALL JOINT CONTRACTORS OR SUBCONTRACTORS TO BE ENGAGED ON THIS PROJECT**

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

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

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

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

Complete Firm Name of Joint Contractor or Subcontractor	License Number	Hawaii Tax ID Number	Nature and Scope of Work to be Performed

(Add additional sheets if necessary)



## **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.
- 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

**DEPARTMENT OF HAWAIIAN HOME LANDS**

**LOWER KULA WATER SYSTEM IMPROVEMENTS  
(BYPASS WATERLINE FOR PHASE VI PUMPING FACILITIES)**

**KULA, MAUI, HAWAII**

**Tax Map Key: (2) 3-4-013:13 (portion) and 32**

**IFB NO.: IFB-14-HHL-006**

**\*SEALED BID\***

**Submitted by:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Bid Package Envelope Cover**

# **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 or 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.
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 these GENERAL CONDITIONS are not acceptable. Bidders are hereby notified that a surety bid bond containing such limitation(s) is

not acceptable and a bid accompanied by such surety bid bond will be automatically rejected.

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

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

**H. 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 at the respective offices furnished for such purposes eight (8) days before the bids are opened. The Department may extend the bid opening to allow at least eight (8) days from the notification date of the addendum. Upon notification by the Department, all Bidders/addressees shall be deemed to be on notice of the information therein whether or not the addendum is actually received. All addenda so issued shall become part of the contract documents.
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.

**I. 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

Instructions for Bid Submittal

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 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. Refer to the Appendix for the Sample "Request for Substitution."
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.

J. 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 Contractors. Bids which do not comply with this requirement may not be considered. Proposals will be received up to the time fixed in the public notice for opening of bids and must be in the hands of the official by the time indicated. The time designated by the time stamping device in DHHL shall be official.

K. 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 to the office designated in the solicitation.
- 2 Modification of Proposals:

Instructions for Bid Submittal

- (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.

L. PUBLIC OPENING OF PROPOSALS.

Proposals will be opened and read publicly at the time and place indicated in the Notice to Contractors. Bidders, their authorized agents and other interested parties are invited to be present.

K. 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 2.1, 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.



**L. 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. [2.14.1]
2. The Chairman is the Department's chief procurement officer to whom protests shall be addressed unless specified otherwise in the solicitation. [2.14.2]

**M. 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 by lot. In the comparison of bids, words written in the proposals will govern over figures and unit prices will govern over totals. Until the award of the contract, the Department may cancel the solicitation, reject any and all proposals in whole or part and may waive any defects or technicalities whenever such action is deemed to be in the best interest of the Department.

**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 2.9, 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 3.3.1.1 and 3.3.1.2 when the Chairman determines that the correction or waiver of an obvious mistake



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

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 3.4.1 above, the Department may request the successful Bidder to extend the time for the acceptance of its bid. The Bidder may reject such a request without penalty; and in such case, the Department may at its sole discretion make a similar offer to the next lowest responsive and responsible Bidder and so on until a bid is duly accepted or until the Department elects to stop making such requests.
3. 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-14- HHL-006**  
**Lower Kula Water System Improvements**

**Items required prior to Bid Opening:**

- ☐ Notice of Intention to Bid, no later than 4:30 P.M., January 23, 2014.
- ☐ SPO- Form 21 (Standard Qualification Questionnaire), submitted to DHHL, Land Development Division by 4:30 P.M., January 23, 2014.
- ☐ SPO-38 (Hawaii Product Preference Request, if any), by 4:30 P.M., January 23, 2014.

**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 3 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).

# **SAMPLE FORMS**

## NOTICE OF INTENTION TO BID

Date: \_\_\_\_\_

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

Attention: Stewart Matsunaga, Project Manager, Land Development Division  
**Notice of Intention to Bid due 2:00 p.m., January 23, 2014.**

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-14-HHL-006, Lower Kula Water System Improvements (Bypass Waterline for Phase VI Pumping Facilities), Kula, County of Maui, for which bids will be opened at 2:00 p.m., Friday, February 7, 2014 at DHHL's Maui District Office located at 655 Kaunualii Street, Wailuku, Hawaii 96793.

_____ 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, your Notice of Intention to Bid on IFB-14-HHL-006.

\_\_\_\_\_  
Jobie M. K. Masagatani, Chairman  
Hawaiian Homes Commission

**SAMPLE**

**STATE OF HAWAII**  
**STANDARD**  
**QUALIFICATION QUESTIONNAIRE**  
**FOR**  
**OFFERORS**

issued by the

**PROCUREMENT POLICY BOARD**

**STATE OF HAWAII**

**June 16, 2003**

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

Submitted By \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

## STANDARD QUALIFICATION QUESTIONNAIRE

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

### GENERAL INFORMATION

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

(a) Project Title \_\_\_\_\_

(b) Location \_\_\_\_\_

(c) Bid Opening Date \_\_\_\_\_

2. The Questionnaire is being submitted in behalf of:

(a) Name of Offeror \_\_\_\_\_

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

(b) Address \_\_\_\_\_

(c) Telephone No. \_\_\_\_\_

(d) Date Submitted \_\_\_\_\_

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

(a) Members of joint Venture \_\_\_\_\_

(b) Date of Joint Venture Agreement \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## EXPERIENCE QUESTIONNAIRE

Submitted by 

**□ A Corporation**

## □ A Partnership

### □ An Individual

Principal Office \_\_\_\_\_

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

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

[illegible]

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

5. Has any officer or partner of your organization in the past five (5) years been an officer or partner of some other organization that failed to complete a contract? If so, state name of individual, other organization and reason therefore \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
6. Has any officer or partner of your organization in the past five (5) years failed to complete a contract handled in his own name? \_\_\_\_\_ If so, state name of individual, name of Owner and reason therefore.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
7. In what other lines of business are you financially interested? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
8. For what corporations or individuals in the past five (5) years have you performed work, and to whom do you refer? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
9. For what counties within the State of Hawaii have you performed work and to whom do you refer?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
10. For what Bureaus or Departments of the State government have you performed work and to whom do you refer?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
11. Have you performed work for the U. S. Government? \_\_\_\_\_ If so, when and to whom do you refer?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
12. Have you ever performed any work for any other governmental agencies outside the State of Hawaii? \_\_\_\_\_ If so, when and to whom do you refer? \_\_\_\_\_

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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 \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

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

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

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

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

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

## FINANCIAL STATEMENT

Submitted by \_\_\_\_\_

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 _____ <div style="border-top: 1px solid black; margin-top: 10px;"> <table style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%; text-align: left; padding: 2px;">Name and address of partners:</th> <th style="width: 20%; text-align: center; padding: 2px;">Age</th> </tr> <tr><td style="border-bottom: 1px solid black;"></td><td style="text-align: center; border-bottom: 1px solid black;"></td></tr> <tr><td style="border-bottom: 1px solid black;"></td><td style="text-align: center; border-bottom: 1px solid black;"></td></tr> <tr><td style="border-bottom: 1px solid black;"></td><td style="text-align: center; border-bottom: 1px solid black;"></td></tr> <tr><td style="border-bottom: 1px solid black;"></td><td style="text-align: center; border-bottom: 1px solid black;"></td></tr> <tr><td style="border-bottom: 1px solid black;"></td><td style="text-align: center; border-bottom: 1px solid black;"></td></tr> </table> </div>	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 \_\_\_\_\_

\_\_\_\_\_ of the \_\_\_\_\_ being duly sworn, deposes and says that he is 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**  
(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 Obligor to the Surety and the Principal and subject to the limitation of the penal sum of this bond, Surety shall remedy the Default, or take over the work to be performed under the Contract and complete such work, or pay moneys to the Obligor in satisfaction of the surety's performance obligation on this bond.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(Seal)

\_\_\_\_\_  
Name of Principal (Contractor)

\*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

(Seal)

\_\_\_\_\_  
Name of Surety

\*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**\*ALL SIGNATURES MUST BE ACKNOWLEDGED  
BY A NOTARY PUBLIC**

EXHIBIT C

PERFORMANCE BOND

(11/17/98)

KNOW TO ALL BY THESE PRESENTS:

That we, \_\_\_\_\_,  
(Full Legal Name and Street Address of Contractor)

as Contractor, hereinafter called Contractor, is held and firmly bound unto the

\_\_\_\_\_, 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 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, and shall deliver the Project to the Obligee, or to its successors or assigns, fully completed as in the Contract specified and free from all liens and claims and without further cost, expense or charge to the Obligee, its officers, agents, successors or assigns, free and harmless from all suits or actions of every nature and kind which may be brought for or on account of any injury or damage, direct or indirect, arising or growing out of the doing of said work or the repair or maintenance thereof or the manner of doing the same or the neglect of the Contractor or its agents or servants or the improper performance of the Contract by the Contractor or its agents or servants or from any other cause, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

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

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(Seal)

\_\_\_\_\_  
Name of Contractor

\*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**\*ALL SIGNATURES MUST BE ACKNOWLEDGED  
BY A NOTARY PUBLIC**

EXHIBIT D

LABOR AND MATERIAL PAYMENT BOND (SURETY)

(6/21/07)

KNOW TO ALL BY THESE PRESENTS:

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

as Contractor, hereinafter called Principal, and \_\_\_\_\_

\_\_\_\_\_  
(Name and Street Address of Bonding Company)  
as Surety, hereinafter called Surety, a corporation(s) authorized to transact business as a surety  
in the State of Hawaii, are held and firmly bound unto the \_\_\_\_\_,  
(State/County Entity)

its successors and assigns, hereinafter called Obligee, in the amount of \_\_\_\_\_

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

**WHEREAS**, the above-bound Principal has signed Contract with the Obligee on  
\_\_\_\_\_ for the following project: \_\_\_\_\_

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

**NOW THEREFORE**, the condition of this obligation is such that if the Principal shall  
promptly make payment to any Claimant, as hereinafter defined, for all labor and materials  
supplied to the Principal for use in the performance of the Contract, then this obligation shall be  
void; otherwise to remain in full force and effect.

1. Surety to this Bond hereby stipulates and agrees that no changes, extensions of  
time, alterations, or additions to the terms of the Contract, including the work to be performed  
thereunder, and the specifications or drawings accompanying same, shall in any way affect its  
obligation on this bond, and it does hereby waive notice of any such changes, extensions of  
time, alterations, or additions, and agrees that they shall become part of the Contract.

2. A "Claimant" shall be defined herein as any person who has furnished labor or materials  
to the Principal for the work provided in the Contract.



Every Claimant who has not been paid amounts due for labor and materials furnished for work provided in the Contract may institute an action against the Principal and its Surety on this bond at the time and in the manner prescribed in Section 103D-324, Hawaii Revised Statutes, and have the rights and claims adjudicated in the action, and judgment rendered thereon; subject to the Obligee's priority on this bond. If the full amount of the liability of the Surety on this bond is insufficient to pay the full amount of the claims, then after paying the full amount due the Obligee, the remainder shall be distributed pro rata among the claimants.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(Seal)

\_\_\_\_\_  
Name of Principal (Contractor)

\*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

(Seal)

\_\_\_\_\_  
Name of Surety

\*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**\*ALL SIGNATURES MUST BE ACKNOWLEDGED  
BY A NOTARY PUBLIC**

EXHIBIT E

LABOR AND MATERIAL PAYMENT BOND

(11/17/98)

KNOW TO ALL BY THESE PRESENTS:

That we, \_\_\_\_\_,  
(Full Legal Name and Street Address of Contractor)

as Contractor, hereinafter called Contractor, is held and firmly bound unto the

\_\_\_\_\_, 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 F

COMBINATION PERFORMANCE AND PAYMENT BOND

(6/21/07)

KNOW TO ALL BY THESE PRESENTS:

That we, \_\_\_\_\_,  
(Full Legal Name and Street Address of Contractor)

as Contractor, hereinafter called Principal, and \_\_\_\_\_

\_\_\_\_\_  
(Name and Street Address of Bonding Company)

as surety, hereinafter called Surety, a corporation(s) authorized to transact business as a

surety in the State of Hawaii, are held and firmly bound unto the \_\_\_\_\_,

(State/County Entity)

its successors and assigns, as Obligee, hereinafter called Obligee, in the amount of

\_\_\_\_\_  
(Twice the Dollar Amount of Contract)

DOLLARS (\$ \_\_\_\_\_) (being \_\_\_\_\_)  
DOLLARS as performance bond and \_\_\_\_\_  
DOLLARS as payment bond, each in the amount of one hundred percent of the contract price  
as required by 103D-324, Haw. Rev. Stat.), lawful money of the United States of America, for  
the payment of which to the said Obligee, well and truly to be made, Contractor and Surety bind  
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally,  
firmly by these presents.

WHEREAS:

The Principal has by written agreement dated \_\_\_\_\_ signed a contract with  
Obligee for the following Project: \_\_\_\_\_

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

NOW, THEREFORE,

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

**AND IT IS HEREBY STIPULATED AND AGREED** that no change, extension, alteration, deduction or addition, permitted by the Contract, in or to the terms of the Contract, or the plans or specifications pertaining thereto, shall in any way affect the obligation of the Surety on this bond; and the Surety does hereby waive notice of any such change, extension, alteration, deduction or addition in or to the terms of the Contract, or the plans or specifications pertaining thereto, or in or to the said Project.

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

**AND IT IS HEREBY STIPULATED AND AGREED** that this bond shall inure to the benefit of any and all persons entitled to file claims for labor performed or materials furnished in said work so as to give any and all such persons a right of action as contemplated by Sections 103D-324(d) and 103D-324(e), Hawaii Revised Statutes.

The above-named Principal and Surety hereby jointly and severally agree with the Obligee that every person who has furnished labor or material to the Principal for the performance of the Contract who has not been paid in full therefor after ninety days from the completion and final settlement of any contract, may institute an action against the Principal and its sureties, and have their rights and claims adjudicated in the action, and judgment rendered thereon. If the full amount of the liability of the sureties on the bond is insufficient to pay the full amount of the claims, then, after paying the full amount due the Obligee, the remainder shall be distributed pro rata among the claimants. The Obligee shall not be liable for the payment of any costs or expenses of any such suit.

The amount of this bond may be reduced in accordance with and subject to section 3-122-225, Hawaii Administrative Rules.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(Seal)

\_\_\_\_\_  
Name of Principal (Contractor)

\*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

(Seal)

\_\_\_\_\_  
Name of Surety

\*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**\*ALL SIGNATURES MUST BE ACKNOWLEDGED  
BY A NOTARY PUBLIC**

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 Oblige 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 Oblige, 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 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, 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 Oblige, 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**



## SURETY ACKNOWLEDGMENT

**SURETY ACKNOWLEDGMENT:**

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me personally came \_\_\_\_\_ to me known to be the person described in and, who, being by me, did depose and say that \_\_\_\_\_ resides in \_\_\_\_\_; that \_\_\_\_\_ is the Attorney-in-Fact of \_\_\_\_\_ the corporation described in and which executed the attached instrument; that \_\_\_\_\_ knows corporate seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; and that it was so affixed by order of the Board of Directors of the said corporation; and that \_\_\_\_\_ signed \_\_\_\_\_ name thereto by like order.

**My commission expires:**



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	<b>Totals</b>	\$_____ per unit (Add Column A)	\$_____ per unit (Add Column B)	\$_____ per unit (Add Column C)

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

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

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

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

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

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

Signature of Authorized Representative: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name of Authorized Representative: \_\_\_\_\_

Title: \_\_\_\_\_

GOVERNMENT USE ONLY

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

Procurement Officer Signature

Government Agency

# FORM 2

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

<b>I. Contractor's Identifying Information</b>		<b>II. Reporting Period</b>	
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:	
<b>III. Apprenticeship Program (Complete a separate form for <i>each</i> apprenticeship program in which workers are employed on the project.)</b>			
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.)	
<b>IV. Contractor's Certification</b>			
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	
<b>V. Apprenticeship Sponsor's Contact Information</b>			
A. Training Coordinator's Name:			
B. Address:			
C. Phone No.:		D. E-Mail:	
		E. Fax No:	
<b>VI. Apprenticeship Program Sponsor's Certification</b>			
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.



# FORM I

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

<b>I. Bidder's Identifying Information</b>			
A. Legal Business Name: _____			
B. Project Bid Title & Reference No.: _____			
C. Contact Person's Name: _____			
1. Phone No.: _____		2. E-Mail: _____	
<b>II. Apprenticeable Trades To Be Employed*</b>	<b>B. Apprenticeship Sponsor*</b>	<b>C. No. Enrolled</b>	<b>D. No. Completed</b>
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. _____	_____	_____	_____
<b>III. Bidder's Certification</b>			
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 _____	
<b>IV. Apprenticeship Sponsor's Contact Information</b>			
A. Training Coordinator's Name: _____			
B. Address: _____			
C. Phone No.: _____		D. E-Mail: _____	
		E. Fax No: _____	
<b>V. Apprenticeship Program Sponsor's Certification</b>			
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.

(Rev. 08/25/2010)

**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 \_\_\_\_\_ 1<sup>st</sup> Circuit

Notary Name: \_\_\_\_\_

Doc. Description: \_\_\_\_\_

\_\_\_\_\_  
Notary Public, 1<sup>st</sup> Circuit, State of Hawai'i  
My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Date

NOTARY CERTIFICATION

**EXHIBIT 2**