

STATE OF HAWAII  
DEPARTMENT OF HAWAIIAN HOME LANDS

Land Development Division

JANUARY 6, 2016

Date

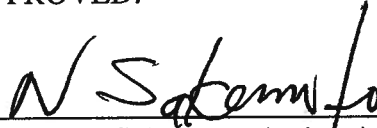
ADDENDUM NO. 2  
TO  
INVITATION FOR BIDS

**IFB-16-HHL-006**  
**CONSOLIDATION/RE-SUBDIVISION OF**  
**KEOKEA-WAIOHULI SUBDIVISION PHASE 1A,**  
**KEOKEA, MAKAWAO, MAUI**  
**(GRADING AND DRAINAGE)**

**Notice to All Prospective Offerors**

This addendum is hereby made a part of the contract documents for Consolidation/ Re-Subdivision of Keokea-Waiohuli Subdivision, Phase 1A in Makawao, Maui, IFB-16-HHL-006, and it shall amend the said contract documents as detailed within this Addendum document.

APPROVED:

  
\_\_\_\_\_  
Norman L. Sakamoto, Acting Administrator  
Land Development Division  
Department of Hawaiian Home Lands

Please execute and immediately return this form to Mr. Stewart Matsunaga, Master Planned Community Development Manager, Land Development Division, via facsimile: (808) 620-9299, or E-mail: [Stewart.t.matsunaga@hawaii.gov](mailto:Stewart.t.matsunaga@hawaii.gov).

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Receipt of Addendum No. 2 for Consolidation/ Re-Subdivision of Keokea-Waiohuli Subdivision, Phase 1A, Invitation for Bids No.: IFB-16-HHL-006, is hereby acknowledged.

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

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

\_\_\_\_\_  
Name of Firm/Company

\_\_\_\_\_  
Date

## **ADDENDUM NO. 2**

**IFB NO.: IFB-16-HHL-006**

**Consolidation/Re-Subdivision of Keokea-Waiohuli Subdivision, Phase 1A,  
Makawao, Maui (Grading and Drainage)**

### **INCLUSIONS**

This Addendum No. 2 shall incorporate the following amendments to IFB-16-HHL-006:

1. Responses to verbal and written questions.
2. Revised Bid Offer Form. The Bid Offer Form in the IFB Document shall be replaced in its entirety with the attached Bid Offer Form (Revised 1/6/16).
3. Revised Special Conditions. The 'Special Conditions' in the Sample DHHL Contract shall be replaced with the attached 'Special Conditions' (Revised 1/6/16)
4. Revised Technical Specifications (Table of Contents) shall be replaced with the attached 'Technical Specifications (Table of Contents) (Revised 1/6/16)'.
5. 'Section 02210 – Site Earthwork' in the Technical Specifications shall be replaced with the attached 'Section 02210 – Site Earthwork (Revised 1/6/16)'.
6. 'Section 04230 – Grouted Riprap' shall be included in the Technical Specifications, under 'DIVISION 4 – MASONRY'

Question No.	Category	Specification Section/Sheet #	Question	Response
1	Water	Plan Sheet 77-81	Plan Sheets 77-81 call out to "Return existing Meter Boxes and PRV's to DWS NASKA baseyard". Please clarify if exist Meter Boxes and PRV's can be reused for the relocated service laterals.	Meter boxes and appurtenances may be reused, subject to County Department of Water Supply approval. No meters have been installed within the meter boxes.
2	General	Notice To Bidders	Is there a Request For Information (RFI) deadline date?	The deadlines specified in the Pre-bid Conference Agenda is 4:30pm; December 28, 2015, in order adhere to the preparation of any addendum, eight days prior to the scheduled bid opening of January 15, 2016. Offerors may submit questions after the deadline, but may not receive a response via a published addendum.
3	Testing	Specification Section 02210 Part 3.01.B Special Condition SC-20 Page 7	<p>Specification Section 02210 Part 3.01.B states "all cuts and fills to be constructed shall be monitored by a licensed geotechnical consultant (Geotechnical Engineer) retained by the Department, who shall approve all fill material, methods of placing and compaction and perform field density tests during the grading".</p> <p>Special Conditions SC-20 Page 7 states "The services of a geotechnical engineering firm are not anticipated; however, the Contractor may engage the services of a geotechnical costs shall be incidental to the contract".</p> <p>Please provide clarification which is to be followed Section 02210 Part 3.01.B or SC-20 Page 7.</p> <p>Furthermore if SC-20 is to be followed then please clarify if Plan Sheet Compaction Requirements Note 1 is the testing requirement. Otherwise please provide direction.</p>	Geotechnical monitoring and testing will be provided by the Department. Contractor shall provide adequate notice to the licensed Geotechnical Engineer to perform the required geotechnical related services in the field. Special Condition SC-20 has been removed.
4	Testing	Specification Section 02210 Part 3.01.B Plan Sheet 3 Compaction Requirement Note 2	<p>Specification Section 02210 Part 3.01.B. states "all cuts and fills to be constructed shall be monitored by a licensed geotechnical consultant (Geotechnical Engineer) retained by the Department, who shall approve all fill material, methods of placing and compaction and perform field density tests during the grading".</p> <p>Plan Sheet 3 Compaction Requirement Note 2 states "Contractor shall submit all testing reports including results to the County's inspection agency for review and approval prior to County's acceptance of work".</p> <p>Since DHHL's geotechnical consultant will be doing the testing, please clarify if DHHL will submit test report including results to the County.</p>	Only work within road right of ways will be subject to County review and inspection. The Department will submit any necessary test reports to the County.

5	BMP	Plan Sheet 3 & 7	<p>Plan Sheet 3 Dust Screen Note states "The County inspector and/or the Owners Engineer shall direct the contractor on where Dust Screens shall be installed.</p> <p>Plan Sheet 7 Erosion Control Plan &amp; Details does not show dust fence.</p> <p>If dust screen is needed then please show location and provide details so dust screen can be quantified and priced.</p>	An allowance item will be provided for the dust screen. The dust screen will only be applicable at the request of the county.
6	BMP	Plan Sheet 4 & 7	<p>Plan Sheet 4 Erosion and Sediment Control Inspection and Maintenance Practices Note C.8 states "Provide a stabilized construction entrance at all points of exit onto paved roads to reduce vehicle tracking of sediments".</p> <p>Plan Sheet 7 Erosion Control Plan and Details does not show stabilized construction entrance.</p> <p>If stabilized construction entrance is needed then please show location and provide details so stabilized construction entrance can be quantified and priced.</p>	A stabilized construction entrance/exit shall be located at any location the contractor intends to access the road from the project site. The amount and location of stabilized entrance/exits will be left to the discretion of the Contractor. Dimensions and material are listed under bid item 2.
7	Insurance	Special Condition SC-02 Page 2	Special Condition SC-02 Page 2 Flood Insurance description states "If applicable Maximum Coverage available". Please clarify if flood insurance is applicable, and what is the coverage?	Flood Insurance coverage is not applicable to this procurement, but is contractor's option, if any equipment is used in designated floodways.
8	Grading	Specification Section 02210 Part 2.01	Does DHHL have a borrow site that can be utilized for specification section 02210 Part 2.01.A General Fill, Part 2.01.B Structural Fill, and Part 2.01.E Non-Expansive Select Material?	DHHL has a borrow site, but provides no guarantee on the quantity and quality of the material. Contractor shall obtain approval from Geotechnical Engineer to ensure that materials obtained from the borrow site meets required specifications for the project.
9	Grading	Specification Section 02210 Part 2.01 and 3.02	Does DHHL have a waste site to dispose of Clear and Grub, Ash, and Unsuitable Excavated Material per specification 02210 Part 2.01.F and Part 3.02?	For bidding purposes Contractor shall assume no waste site for clear and grub disposal and unsuitable excavated material.
10	General	Plan Sheet 10-18	Please provide Grading CADD files for Plan Sheets 10-18.	Addendum 1 provides for Electronic Files authorization and waiver release. CADD files are provided for convenience and are not part of contract documents.
11	Geotechnical Report	Specification Section 02210 Part 1.04	The boring logs detail a "silty/gravel" layer than in some instances specifically call out the "Volcanic Ash Material". Is all the material shown in the boring logs (ie.--silty gravel considered volcanic ash layer? What material is deemed unsuitable?	Yes, the silt is designated as volcanic ash, the boring logs indicate that the silt (volcanic ash) is mixed with gravel throughout the site. Material deemed unsuitable is silt (volcanic ash) that do not contain or have less than 50% of coarse material. Recommend contractor have processing station for material to use as fill per Specification Section 02210 Part 2 Products.

12	General	Plan Sheet 19	Please provide Grading CADD files for Plan Sheets 19.	Addendum 1 provides for Electronic Files authorization and waiver release. CADD files are provided for convenience and are not part of contract documents.
13	Bid Item	Bid Item #4; Plan Sheet 31	Please clarify Swale No. 19 type and bid item. Bid item #4 description states "Construction on Trapezoidal Grass Swale (1' bottom width x 1.5' depth). Plan sheet 31 calls out Swale No. 19 to be a GRP Swale (2' bottom width x 2.5' depth).	Bid Form has been revised to place Swale No. 19 with item 8.
14	Bid Item		Currently Swale No. 39 "1' wide x 2' deep GRP swale", as shown on sheet 46, is not listed under any of the bid items for the project. Please clarify if swale No. 39 quantities and cost for construction should be included in Bid Item #6 "Construction on Trapezoidal GRP Swale "1' bottom width x 2' depth". If included in Bid Item #6 please clarify if engineers estimated quantities for this bid item will change.	Bid Form has been revised to include Swale No. 39 in item 6.
15	Special Conditions	Special Condition SC-03 Page 3	Please clarify what the contract time is? Addendum No. 1 said 365 calendar days. Special Condition SC-4 states 270 calendar days.	The contract time is 365 calendar days. SC-03 has been revised.
16	Water		What is the cost of construction water per unit?	Department of Water Supply determines cost per unit. Contractor will need to coordinate water service with Department of Water Supply.
17	Water		Will DHHL provide a temporary construction meter to connect to a hydrant?	No. Contractor is responsible to coordinate water service with Department of Water Supply.
18	Water		Can the subcontractor pull water from the existing or new water service laterals to irrigate the grass swales?	Contractor will need to coordinate water service with Department of Water Supply.
19	Water		Can the contractor supply their own temporary construction meter and connect to existing hydrants?	Contractor will need to coordinate water service with Department of Water Supply.
20	Technical Specifications	Specification Section 02210 Part 3.01.M	Please consider amending this specification and remove this unknown risk from the contractor.	Specification Section 02210 Part 3.01.M has been amended.
21	Plan Sheet 53 & 76		Please clarify grading requirements for cut slopes, fill slopes, grass and grp swales within unsuitable materials.	If unsuitable materials are encountered during grading of slopes and swales, the unsuitable material shall be over-excavated down to at least 2 feet or until suitable material as determined by the Geotechnical Engineer are encountered and shall be replaced with select granular materials.
22	Plan Sheet 53		What specification should the GRP be based upon?	GRP specifications shall conform to Technical Specification 04230-Grouted Riprap.

**Further questions asked during the Pre-Bid Conference, December 22, 2015**

23	General		Are permit fees exempt for this project?	No.
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24	Grading		What if quantities in the field vary from the plans?	The estimated quantities were based upon topographic surveys and boring logs. Contractor will need to keep track of actual quantities in the field and may submit a change order request to the Department for review and determination in the event of differing quantities.
25	Traffic		Are there traffic control specifications and restrictions?	Traffic control plans provided within construction plans sheet 84. If Contractor wishes to deviate from plans, Contractor will need to coordinate with the County.
26	Grading		Is unsuitable material to be hauled off site?	Yes. For bidding purposes Contractor shall assume no waste site for clear and grub disposal and unsuitable excavated material.
27	Survey		Will DHHL provide surveying services?	No. Contractor will need to provide for their own surveying services.
28	Archaeological		Will DHHL provide archaeological monitoring?	Archaeological monitoring will be provided by the Department.
29	Wildlife		Will Fish and Wildlife require monitoring?	The Endangered Species Act requirements are noted under Special Condition SC-29. The Contractor will need to comply with the requirements. The Contractor will need to coordinate with Fish and Wildlife shall endangered species be encountered.
30	General		Is the detention basin existing?	Yes, the detention basin has been mass graded. The work under this project involves erecting fencing with gate, spillway, and outlet structure as shown in construction plans.

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

**BID OFFER FORM FOR**

**CONSOLIDATION/RE-SUBDIVISION  
KEOKEA-WAIOHULI SUBDIVISION PHASE 1A  
(GRADING AND DRAINAGE IMPROVEMENTS)**

**KULA, ISLAND OF MAUI, HAWAII**

**TAX MAP KEYS: (2) 2-2-033:021 to 38, & 058 to 74  
(2) 2-2-034:001 to 016, 026 & 029**

**IFB No.: IFB-16-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 Construction General Conditions, and General Conditions specified in the Invitation for Bids (IFB) No. IFB-16-HHL-006. The State of Hawaii's (State) Contract for Goods and Services Based on Competitive Sealed Bids AG-003 Rev. 6/22/2009, AG-008 103D General Conditions, are included by reference and made part hereof and available upon written request to the Procurement Officer. The undersigned hereby submits the following offer to perform the work for IFB No. IFB-16-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-16-HHL-006 for the Department of Hawaiian Home Lands.

**CONSOLIDATION / RE-SUBDIVISION, KEOKEA-WAIOHULI DEVELOPMENT PHASE 1A**

The prices bid herein for the following items shall include all materials, labor, tools, equipment, machinery and all incidentals necessary to install or to construct these items in place complete, all in accordance with the plans and specifications. Note. Prices are exclusive of general excise tax (GET).

Item No.	Estimated Quantity	Description	Unit Price	Total
<b><u>SITE WORK</u></b>				
1.	L.S.	Clearing and Grubbing (12 acres ±), including handling and removal of vegetation, unsuitable material, and debris off of DHHL Lands.		
			Lump Sum \$ _____	\$ _____
2.	L.S.	Installation, Maintenance, Monitoring and Removal of BMP, Including Silt Fence, Temporary Erosion Control, Dust Control, and 1" to 3" course aggregate or larger ( 7" max.)Ingress/Egress Gravel Access (8" Thick x13' Wide x20' Long) where it is required.; In place complete.		
			Lump Sum \$ _____	\$ _____
3.	L.S.	Mass Grading for Lot 148 including Removal and Replacement of Ash materials off of DHHL lands (45 CY), Embankment (1,200 CY), and Hydro-Mulch Seeding (85 SY) and 90-day Maintenance; In place complete.		
			Lump Sum \$ _____	\$ _____
<b><u>SUB-TOTAL FOR SITE WORK</u></b>				
<b><u>(Items 1 to 3, Inclusive)</u></b>				\$ _____

**SWALE CONSTRUCTION**

4. L.S. Construction of Trapezoidal Grass Swale (1' bottom width x 1.5' depth) including Excavation (2150 CY±), Grading, Removal and Replacement of Ash materials (2,350 CY±) off of DHHL Lands, Embankment (2,250 CY±), Swale transition, Swale Merge and Hydro-Mulch Seeding (3,950 SY±) and 90-day Maintenance.  
  
Swale Nos. 2, 3, 4, 8, 10, 11, 12, 13, 18, 20, 34, 35, 36, and 45; In place complete.  
  
Lump Sum \$ \_\_\_\_\_ \$ \_\_\_\_\_
5. L.S. Construction of Trapezoidal GRP Swale (1' bottom width x 1.5' depth) including Excavation (600 CY±), Grading, Removal and Replacement of Ash Material off of DHHL Lands (550 SY±), Embankment (700 CY±), Swale Transition/Merge/Connection, and Hydro-Mulch Seeding (500 SY±) and 90-day Maintenance.  
  
Swale Nos. 22, 24, 25, 26, 27, 30, and 38; In place complete.  
  
Lump Sum \$ \_\_\_\_\_ \$ \_\_\_\_\_
6. L. S. Construction of Trapezoidal GRP Swale (1' bottom width x 2' depth) including Excavation (650 CY±), Grading, Removal and Replacement of Ash Material off of DHHL Lands (560 CY±), Embankment (650 CY±), Swale Transition/Merge/Connection, and Hydro-Mulch Seeding (560 SY±) and 90-day Maintenance.  
  
Swale Nos. 17, 29, 31 and 39; In place complete.  
  
Lump Sum \$ \_\_\_\_\_ \$ \_\_\_\_\_
7. L. S. Construction of Trapezoidal GRP Swale (2' bottom width x 2' depth) including Excavation (1,000 CY±), Grading, Removal and Replacement of Ash Material off of DHHL Lands (850 CY±), Embankment (300 CY±), Swale Transition, and Hydro-Mulch Seeding (850 SY±) and 90-day Maintenance.  
  
Swale Nos. 28, and 37; In place complete.  
  
Lump Sum \$ \_\_\_\_\_ \$ \_\_\_\_\_

8. L.S. Construction of Trapezoidal GRP Swale (2' bottom width x 2.5' depth) including Excavation (3,500 CY±), Grading, Removal and Replacement of Ash Material off of DHHL Lands (3,400 CY±), Embankment (3,000 CY±), Swale Transition / Merge / Connection, and Hydro-Mulch Seeding (2,300 SY±) and 90-day Maintenance.  
Swale Nos. 1, 5, 6, 7, 16, 19, 21, 32, and 41; In place complete.
- Lump Sum \$ \_\_\_\_\_ \$ \_\_\_\_\_
9. L.S. Construction of Trapezoidal GRP Swale (2' bottom width x 3' depth) including Excavation (800 CY±), Grading, Removal and Replacement of Ash Material off of DHHL Lands (780 CY±), Embankment (600 CY±), Swale Transition/Merge/Connection, and Hydro-Mulch Seeding (800 SY±) and 90-day Maintenance.  
Swale Nos. 40, 42, and 43; In place complete.
- Lump Sum \$ \_\_\_\_\_ \$ \_\_\_\_\_
10. L.S. Construction of Trapezoidal GRP Swale (3' bottom width x 3' depth) including Excavation (400 CY±), Grading, Removal and Replacement of Ash Material off of DHHL Lands (400 CY±), Embankment (320 CY±), Swale Transition/Merge/Connection, and Hydro-Mulch Seeding (250 SY±) and 90-day Maintenance.  
Swale Nos. 9, and 44; In place complete.
- Lump Sum \$ \_\_\_\_\_ \$ \_\_\_\_\_
11. L.S. Construction of Trapezoidal GRP Swale (3' bottom width x 3.5' depth) including Excavation (220 CY±), Grading, Removal and Replacement of Ash Material off of DHHL Lands (220 CY±), Embankment (100 CY±), Swale Transition/Merge/Connection, and Hydro-Mulch Seeding (160 SY±) and 90-day Maintenance.  
Swale No. 15; In Place Complete.
- Lump Sum \$ \_\_\_\_\_ \$ \_\_\_\_\_

- |     |      |   |          |          |          |
|-----|------|---|----------|----------|----------|
| 12. | L.S. | <p>Construction of Trapezoidal GRP Swale (4' bottom width x 3.5' depth) including Excavation (380 CY±), Grading, Removal and Replacement of Ash Material off of DHHL Lands (380 CY±), Embankment (300 SY±), Swale Transition/Merge/Connection, and Hydro-Mulch Seeding (340 SY±) and 90-day Maintenance.</p> <p>Swale No. 23; In Place Complete.</p>  | Lump Sum | \$ _____ | \$ _____ |
| 13. | L.S. | <p>Construction of Trapezoidal GRP Swale (4' bottom width x 4' depth) including Excavation (4,800 CY±), Grading, Removal and Replacement of Ash Material off of DHHL Lands (2,600 CY±), Embankment (800 CY±), Swale Transition / Merge / Connection, and Hydro-Mulch Seeding (2,050 SY±) and 90-day Maintenance.</p> <p>Swale No. 14, 33, and Offsite Diversion Swale; In Place Complete.</p> | Lump Sum | \$ _____ | \$ _____ |
| 14. | L.S. | <p>Construction of CRM Wing Wall (9 EA) including Demolition of existing wing walls and aprons, Grading, Hydro-Mulch Seeding and 90-day Maintenance, Connection with New GRP Swales and Existing headwall; In place Complete</p>  | Lump Sum | \$ _____ | \$ _____ |
| 15. | L.S. | <p>Construction of Earth Berm including Removal and Replacement of Ash Material off of DHHL Lands (450 CY±), Embankment (600 CY±), Hydro-Mulch Seeding (700 SY±) and 90-day Maintenance; In place complete.</p>   | Lump Sum | \$ _____ | \$ _____ |

**SUB-TOTAL FOR SWALE CONSTRUCTION**

**(Items 4 to 15, Inclusive)** \$ \_\_\_\_\_

**ROAD CONSTRUCTION**

16. L.S. Construction of 15' wide Non-Paved Driveways ( 1,200 LF±) Grading including Cut (6,000 CY±) and Fill (1,700 CY±), Removal and Replacement of Ash Material off of DHHL Lands (1,250 CY±), and Hydro-Mulch Seeding ( 2,400 SY±) and 90-day Maintenance.

Lump Sum \$ \_\_\_\_\_ \$ \_\_\_\_\_

17. L.S. Construction of 10' A.C. Paved Access Roads (1,670 LF±) including Cut (16,500 CY±), Fill ( 650 CY± ), Removal and Replacement of Ash Material off of DHHL Lands (1,300 CY±), Fine Grading (1,900 SF±), Geofabric ( 800SY±), and Hydro-Mulch Seeding (10,200 SY±) and 90-day Maintenance; In place complete.

Lump Sum \$ \_\_\_\_\_ \$ \_\_\_\_\_

**SUB-TOTAL FOR ROAD CONSTRUCTION**  
**(Items 16 to 17, Inclusive)**

\$ \_\_\_\_\_

**DETENTION BASIN CONSTRUCTION**

18. L.S. Construction of Detention Basin Outlet Structure and Grading including Fine grading (15,300 SY±), 12" thick GRP Slope lining for overflow (560 SY±), Fence with Double Swing Gate (1,700 LF±), and Hydro-Mulch Seeding (15,300 SY±) and 90-day Maintenance; In place complete.

Lump Sum \$ \_\_\_\_\_ \$ \_\_\_\_\_

**SUB-TOTAL FOR DETENTION BASIN CONSTRUCTION**  
**(Items 18, Inclusive)**

\$ \_\_\_\_\_

**WATER METER**

19. L.S. Demolition/Salvage of existing Water Meter, Box, Pad including cut and plug existing service lateral and all appurtenances (10 Doubles, and 13 Singles).  
Construction/Relocation of Water Meter(18 Singles and 4 Doubles), Box Pad, and all Appurtenances, including Trenching, Restoration of Pavement, 1” Copper service lateral with Type A copper service connection, 1-1/2” Copper service lateral with Type A-1 copper service connection and all appurtenances, PRVs, Chlorination, Removal and Replacement of Ash Material off of DHHL lands, Excavation (510 CY±), Hydro-Mulch Seeding (450 SY±) and 90-day Maintenance; In place complete.

Lump Sum \$ \_\_\_\_\_ \$ \_\_\_\_\_

**SUB-TOTAL FOR WATER METER**

**(Items 19, Inclusive)**

\$ \_\_\_\_\_

**MISCELLANEOUS ITEMS**

20. L.S. Temporary Traffic Control

Lump Sum \$ \_\_\_\_\_ \$ \_\_\_\_\_

21. L.S. Project Sign including installation and removal; In place complete.

Lump Sum \$ \_\_\_\_\_ \$ \_\_\_\_\_

22. L.S. Mobilization and Demobilization; In place complete.

Lump Sum \$ \_\_\_\_\_ \$ \_\_\_\_\_

**SUB-TOTAL FOR MISCELLANEOUS ITEMS**

**(Items 20 TO 22, Inclusive)**

\$ \_\_\_\_\_

**ALLOWANCES**

23.	L.S.	Allowance for Archaeological Monitoring & Monuments	Lump Sum	\$ <u>100,000</u>	\$ <u>100,000</u>
24.	L.S.	Allowance for Dust Screen	Lump Sum	\$ <u>50,000</u>	\$ <u>50,000</u>
25.	L.S.	Allowance for Unforeseen Condition	Lump Sum	\$ <u>200,000</u>	\$ <u>200,000</u>
26.	L.S.	Allowance for Endangered Species Mitigation	Lump Sum	\$ <u>50,000</u>	\$ <u>50,000</u>

**SUB-TOTAL FOR ALLOWANCES**

**(Items 23 TO 26, Inclusive)** \$ 400,000

**TOTAL – PHASE 1A DEVELOPMENT**

**(Items 1 to 26, inclusive)** \$

**RECAPITULATION**

SITE WORK (Items 1 to 3, inclusive)	\$ _____
SWALE CONSTRUCTION (Items 4 to 15, inclusive)	\$ _____
ROAD CONSTRUCTION (Items 16 to 17, inclusive)	\$ _____
DETENTION BASIN CONSTRUCTION (Items 18, inclusive)	\$ _____
WATER METER (Items 19, inclusive)	\$ _____
MISCELLANEOUS ITEMS (Items 20 to 22, inclusive)	\$ _____
ALLOWANCES (Items 23 to 26, inclusive)	\$ _____

The following bid is hereby submitted for IFB-16-HHL-006 to the Department of Hawaiian Home Lands.

**TOTAL SUM BID =** \_\_\_\_\_  
\_\_\_\_\_ Dollars(\$ \_\_\_\_\_).

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

The CONTRACTOR shall complete all work as specified or indicated in the Contract Documents on or before Three Hundred Sixty-Five (365) calendar days after receiving written Notice to Proceed, subject to extensions, as may be granted.



## HAWAII PRODUCTS PREFERENCE

In accordance with HRS §103D-1002, the Hawaii products preference is applicable to this solicitation. Hawaii Products [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://spo.hawaii.gov/all-forms/>. The manufacturers and producers must complete and submit SPO-38 to DHHL. The form must be received by DHHL no later than **4:30 p.m., December 28, 2015**. Submittal by facsimile (808 620-9299) is acceptable. If DHHL receives and approves SPO-38s relating to this solicitation DHHL will issue an addendum listing the additional certified and qualified Hawaii products by **4:30 p.m., January 6, 2016**.

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.

A partial list of approved products is provided below. The complete current list as compiled by the State Procurement Office is available at:

<http://www4.hawaii.gov/spoh/HiProducts/hiProducts.htm>

**Preferences, Hawaii Products**

**CONSTRUCTION PRODUCTS AND SOIL AMENDMENTS/PRODUCTS**

<b>Aggregates – Basaltic Termite Barrier</b>							
<b>Product Subcategory as applicable</b>	<b>Effective</b>	<b>Revised</b>	<b>Manufacturer</b>	<b>Oahu</b>	<b>Maui</b>	<b>Hawaii</b>	<b>Kauai</b>
	11/03/09		<a href="#">Ameron International Corporation</a>	X	X		
<b>Aggregates and Sand – Basalt, Rock, Cinder, Limestone and Coral</b>							
<b>Product Subcategory as applicable</b>	<b>Effective</b>	<b>Revised</b>	<b>Manufacturer</b>	<b>Oahu</b>	<b>Maui</b>	<b>Hawaii</b>	<b>Kauai</b>
	11/03/09		<a href="#">Ameron International Corporation</a>	X	X		
	10/23/09		<a href="#">CTS Earthmoving, Inc.</a>			X	
	11/03/09	1/20/10	<a href="#">Delta Construction Corporation</a>	X			
	12/14/09		<a href="#">Edwin Deluz Trucking &amp; Gravel LLC</a>			X	
	01/28/10		<a href="#">Goodfellow Bros., Inc.</a>	X			
	11/02/09		<a href="#">Grace Pacific</a>	X		X	X
	4/26/11		<a href="#">GW Construction</a>			X	
	11/03/09		<a href="#">Hawaiian Cement</a>	X	X		
	12/15/09		<a href="#">Jas. W. Glover, Ltd.</a>			X	X
	06/30/10		<a href="#">Kauai Aggregates</a>				X
	10/20/09	07/22/10	<a href="#">Sanford's Service Center, Inc.</a>			X	
	11/05/09		<a href="#">Tileco, Inc.</a>	X	X	X	X
	11/03/09		<a href="#">West Hawaii Concrete</a>			X	
	11/02/09		<a href="#">Yamada and Sons, Inc.</a>			X	
<b>Aggregates – Recycled Asphalt and Concrete</b>							
<b>Product Subcategory as applicable</b>	<b>Effective</b>	<b>Revised</b>	<b>Manufacturer</b>	<b>Oahu</b>	<b>Maui</b>	<b>Hawaii</b>	<b>Kauai</b>
	12/15/09		<a href="#">Glover Honsador</a>				X

	11/02/09		<a href="#">Grace Pacific</a>	X			
	12/15/09		<a href="#">Jas. W. Glover, Ltd.</a>	X		X	
	10/18/10		<a href="#">West Oahu Aggregate Co. Inc.</a>	X			

### Asphalt and Paving Materials - HI Products

Product Subcategory as applicable	Effective	Revised	Manufacturer	Oahu	Maui	Hawaii	Kauai
	06/15/10		<a href="#">Black Maui Rose LLC</a>		X		
	12/22/09		<a href="#">Black Plumeria LLC</a>	X			
	10/21/09	11/02/09	<a href="#">Grace Pacific Corporation</a>	X		X	X
	12/05/09		<a href="#">Jas. W. Glover, Ltd.</a>			X	X
	11/03/11		<a href="#">Maui Asphalt X-IV, LLC</a>		X		
	10/28/09		<a href="#">Maui Paving LLC</a>		X		
	11/20/09		<a href="#">Walker-Moody Pavement Products and Equipment</a>	X	X	X	X
	11/22/09		<a href="#">Yamada and Sons, Inc.</a> dba YS Rock and Con-Agg of Hawaii			X	

### Cement and Concrete Products

Product Subcategory as applicable	Effective Date	Last Revised Date	Manufacturer	Oahu	Maui	Hawaii	Kauai
	11/03/09		<a href="#">Ameron International Corporation</a>	X			
	01/19/10		<a href="#">BOMAT, Ltd.</a>	X	X	X	X
	12/15/09		<a href="#">Glover Honsador</a>				X
	11/03/09		<a href="#">Hawaiian Cement</a>	X	X		
	12/15/09		<a href="#">Jas. W. Glover, Ltd.</a>			X	X
	12/15/09		<a href="#">Kohala Coast Concrete &amp; Precast LLC</a>			X	
	06/30/10		<a href="#">O. Thronas, Inc.</a>				X
	11/05/09		<a href="#">Tileco, Inc.</a>	X	X	X	X
	11/03/09		<a href="#">West Hawaii Concrete</a>			X	

### Precast Concrete Products

Product Subcategory as applicable	Effective Date	Revised Date	Manufacturer	Oahu	Maui	Hawaii	Kauai
	7/12/10		<a href="#">Aloha Precast, Inc.</a>	X	X	X	X
	11/03/09	04/15/10	<a href="#">Ameron International Corporation</a>	X			
	08/02/10		<a href="#">GPRM Prestress, LLC</a>	X	X	X	X

	11/03/09		<a href="#">Hawaii Concrete Products, Inc.</a>	X			
	12/15/09		<a href="#">Kohala Coast Concrete &amp; Precast LLC</a>			X	
	11/03/09		<a href="#">Ramtek Fabrication Co., Inc.</a>	X	X	X	X
	06/30/10	02/26/10	<a href="#">Walker Industries, Ltd.</a>	X	X	X	X
<b>Environmental Sewage-Treatment Innovative System (ESIS) Individual Wastewater System which utilizes anaerobic/aerobic processing to treat wastewater to R-2 quality at discharge</b>							
<b>Product Subcategory as applicable</b>	<b>Effective</b>	<b>Revised</b>	<b>Manufacturer</b>	Oahu	Maui	Hawaii	Kauai
	11/20/09		<a href="#">Environmental Waste Management Systems, Inc.</a>	X	X	X	X
<b>Septic Tanks</b>	11/03/09		<a href="#">Ameron International Corporation</a>	X			
	11/05/09	02/26/10	<a href="#">Walker Industries, Ltd.</a>	X	X	X	X
<b>Hot Dip Galvanizing</b>							
<b>Product Subcategory as applicable</b>	<b>Effective Date</b>	<b>Revised Date</b>	<b>Manufacturer</b>	Oahu	Maui	Hawaii	Kauai
	03/03/10		<a href="#">Universal Associates, Inc.</a>	X			
<b>Pipes-Aluminum and Galvanized</b>							
<b>Product Subcategory as applicable</b>	<b>Effective Date</b>	<b>Revised Date</b>	<b>Manufacturer</b>	Oahu	Maui	Hawaii	Kauai
<b>Pipes-Miscellaneous</b>	11/03/09		<a href="#">Ameron International Corporation</a>	X			
<b>Aluminum Docks, Floating, etc. - Miscellaneous</b>							
<b>Product Subcategory as applicable</b>	<b>Effective</b>	<b>Revised</b>	<b>Manufacturer</b>	Oahu	Maui	Hawaii	Kauai
	05/25/10	06/14/10	<a href="#">Bluewater Marine and Dock Specialties</a>	X	X	X	X
<b>Playground Surfaces</b>							
<b>Product Subcategory as applicable</b>	<b>Effective</b>	<b>Revised</b>	<b>Manufacturer</b>	Oahu	Maui	Hawaii	Kauai

	01/07/10		<a href="#">Innovative Playgrounds and Recreation, Inc.</a>	X	X	X	X
<b>Signs - Traffic, Regulatory and Construction</b>							
<b>Product Subcategory as applicable</b>	<b>Effective</b>	<b>Revised</b>	<b>Manufacturer</b>	Oahu	Maui	Hawaii	Kauai
	12/14/09		<a href="#">GP Roadway Solutions, Inc.</a>	X	X	X	X
	11/20/09		Safety Systems Hawaii, Inc.	X	X	X	X
<b>Veneer</b>							
<b>Product Subcategory as applicable</b>	<b>Effective</b>	<b>Revised</b>	<b>Manufacturer</b>	Oahu	Maui	Hawaii	Kauai
	11/14/11		<a href="#">Big Rock Manufacturing</a>	x	x	x	x
<b>Soil Amendments, Mulch, Compost</b>							
<b>Product Subcategory as applicable</b>	<b>Effective Date</b>	<b>Revised Date</b>	<b>Manufacturer</b>	Oahu	Maui	Hawaii	Kauai
	10/16/09		<a href="#">Kauai Nursery &amp; Landscaping, Inc.</a>	X	X	X	X
	10/20/09		<a href="#">Sanford's Service Center, Inc.</a>			X	
<b>Compost Filter</b>							
<b>Product Subcategory as applicable</b>	<b>Effective Date</b>	<b>Revised Date</b>	<b>Manufacturer</b>	Oahu	Maui	Hawaii	Kauai
	01/25/10		<a href="#">EnviroTech BioSolutions Hawaii, Inc.</a>	X	X	X	X
	6/02/11		<a href="#">Certified Erosion Control Hawaii LLC</a>	X	X	X	X

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

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

## **APPRENTICESHIP AGREEMENT PREFERENCE**

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

To be eligible for the preference, the bidder shall:

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

3. For each trade to be employed to perform the work, the bidder shall submit a completed signed original *CERTIFICATION OF BIDDER'S PARTICIPATION IN APPROVED APPRENTICESHIP PROGRAM UNDER ACT 17 (Certification Form 1)* verifying the participation in an apprenticeship program registered with the State Department of Labor and Industrial Relations (DLIR);
4. The *Certification Form 1* shall be authorized by an apprenticeship sponsor of the DLIR list of registered apprenticeship programs. The authorization shall be an original signature by an authorized official of the apprenticeship sponsor; and
5. The completed *Certification Form 1* for each trade must be submitted by the bidder with the offer. A facsimile or copy is acceptable to be submitted with the offer; however, the completed signed original must be submitted within five (5) working days of the due date of the offer. If the signed original is not received within this timeframe, the preference may be denied. Previous certifications shall not apply.

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

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

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

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

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

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

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



LIST OF APPRENTICEABLE TRADES TO BE EMPLOYED

<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

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

this project. Details of the requirements of this plan may be obtained from the Department of Labor and Industrial Relations, Occupational, Safety and Health Division.

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

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

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

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

Bid Security in the amount of: \_\_\_\_\_

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)

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

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

Respectfully submitted,

\_\_\_\_\_  
Name of Company, Joint Venture or Partnership

\_\_\_\_\_  
License No.

By \_\_\_\_\_  
Signature (\*4)

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

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

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

\_\_\_\_\_

Telephone No.: \_\_\_\_\_

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

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

NOTES:

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

CERTIFICATE OF RESOLUTION

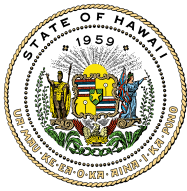
I, \_\_\_\_\_, Secretary of \_\_\_\_\_, a Hawaii Corporation, do hereby certify that the following is a full, true and correct copy of a resolution duly adopted by the Board of Directors of said Corporation, at its meeting duly called and held at the office of the Corporation \_\_\_\_\_, Hawaii, on \_\_\_\_\_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

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

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

\_\_\_\_\_  
Secretary

END OF BID



STATE OF HAWAII  
**SPECIAL CONDITIONS**

**Project:** Consolidation/Re-Subdivision Keokea-Waiohuli Subdivision Phase 1A  
**Location:** Kula and Leialii, 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 subcontractors</b>	100% Replacement Value
<b>Fire and extended coverage</b>	100% Replacement Value

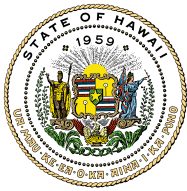




STATE OF HAWAII  
SPECIAL CONDITIONS

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

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



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 **365** 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**

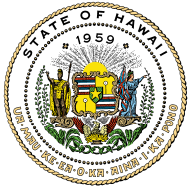
Any surveying services required shall be the responsibility of the contractor and considered incidental to the scope of work under this contract and therefore covered under the terms of this contract. No separate payment shall be made.

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, including but not limited to the Maui Electric Company, Inc. and Maui Department of Water.

**SC-09 CONTRACTOR'S LICENSING**

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

**SC-10 WATER CHARGES AND REQUIREMENTS**

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

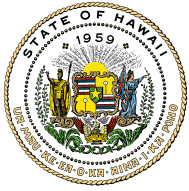
**SC-11 SOIL AND DUST CONTROL**

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

**SC-12 FINAL INSPECTION**

Throughout the construction period, the work may be subject to periodic inspection by the Department, designated Construction Inspector, the County of Maui and other applicable government agencies. Once work has been satisfactorily completed, the County and/or the Department and Construction Inspector, will make the final inspection 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 DHHL and its Project Manager two (2) weeks prior to said inspection.



STATE OF HAWAII  
**SPECIAL CONDITIONS**

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

**SC-13 GENERAL CONDITIONS**

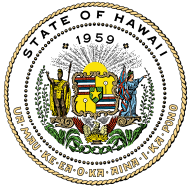
In the event of conflicts and/or discrepancies, the DHHL Interim General Conditions shall govern over Form AG-008, 103D General Conditions (eff. 10/17/13)

**SC-14 CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS**

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

**SC-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 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.



STATE OF HAWAII  
**SPECIAL CONDITIONS**

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 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.

**SC-17 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.

**SC-18 ARCHAEOLOGICAL SITES**

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 Project Manager and the State Historic Preservation Division.

**SC-19 INADVERTENT DISCOVERY OF HUMAN BURIALS**

Although not expected, in the event human burials are inadvertently discovered, the CONTRACTOR shall immediately stop work in the vicinity of the burial and contact the following parties and agencies immediately: State Historic Preservation Division, DHHL Project Manager, Office of Hawaiian Affairs and the Maui - Lanai Islands Burial Council.

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

**SC-20 GEOTECHNICAL ENGINEER**



STATE OF HAWAII  
SPECIAL CONDITIONS

~~The services of a geotechnical engineering firm are not anticipated; however, the CONTRACTOR may engage the services of a geotechnical consultant at its own cost. Any geotechnical costs shall be incidental to the contract. No separate payment shall be made.~~

**SC-21 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-22 FIELD OFFICE**

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

~~The field office shall:~~

- ~~1. Be separated by a soundproof wall if it adjoins the Contractor's office.~~
- ~~2. Have security measures (i. e., window bars) to discourage illegal entry into the field office and theft and vandalism of the contents.~~
- ~~3. Be weatherproof.~~
- ~~4. Have a minimum gross floor area of 45 feet by 12 feet.~~
- ~~5. Have a monitored wireless security alarm system.~~
- ~~6. Have an aggregate window area not less than 10 percent of the floor area.~~
- ~~7. Have two exterior doors with a keyed cylinder type lock.~~
- ~~8. Be furnished with a conference room table with sufficient chairs, one plan rack holding a minimum of 10 sets of plans, two new executive desks of minimum 36 inch x 72 inch size, two new executive type black chairs, one new 3-tier shelf with each tier a minimum of 13 inches high and 12 inches deep, one broom, telephone service, electric lighting, one new 4-drawer (legal size) file cabinet, one facsimile machine with automatic document feeder, hot/cold bottled drinking water dispenser unit, bottled water delivery service, and sewer system (as necessary).~~
- ~~9. Window type air conditioning unit(s) capable of keeping the field office at 76°F. or cooler.~~
- ~~10. Have three telephone exchange lines to the field office. One line shall be dedicated for a facsimile machine. One exchange line for telephone, complete~~



STATE OF HAWAII  
SPECIAL CONDITIONS

~~with 2-line handsets with touch-tone and call forwarding capability. The third telephone exchange line shall be dedicated to modem/e-mail.~~

- ~~11. Have a high-speed cable or DSL modem with wireless capability compatible with the internet service account. Contractor to pay for internet services.~~
- ~~12. Be provided with potable water service, water closet, lavatory, paper towels, toilet paper, paper cups, and soap. If the office cannot be equipped with a water closet and lavatory, the Contractor shall make other arrangements to provide such facilities for the construction management personnel as approved by the Engineer.~~
- ~~13. Be provided with electrical service and lighting.~~

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

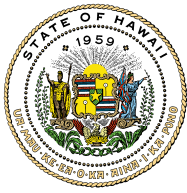
~~The Contractor shall maintain the field office in good repair and clean and sanitary condition and shall provide disposable items (paper towels, toilet paper, paper cups, soap, etc.) to the satisfaction of the Engineer throughout the duration of the Project. Should the Engineer, in his judgment, feel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

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

~~Payment for furnishing and maintaining the Project field office, equipment, furnishings, supplies, and all appurtenances shall be made at the lump sum price bid as provided for in the Proposal Schedule.~~

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.



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

**SC-24 EARTHWORK QUANTITIES**

Prior to any grading operations, the CONTRACTOR shall submit to the Engineer a list of estimated quantities for excavation to complete the drainage grading work. The CONTRACTOR is responsible to dispose of all excavated material offsite. Borrow material may be imported prior to completion of all excavation work; however, CONTRACTOR is responsible to ensure that the imported material meets the project specifications and testing results are provided to the Project Manager, then authorized by the Project Manager. CONTRACTOR is responsible to ensure that there is adequate site area to store imported materials. CONTRACTOR is responsible to restore the area used to store imported materials to similar or better condition.

**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 FEDERAL LABOR STANDARDS**

The CONTRACTOR shall comply with U.S. Department of Housing and Urban Development (HUD) Federal Labor Standards Provisions (Form HUD- 4010) attached as Exhibit "A".

**SC-27 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.





STATE OF HAWAII  
SPECIAL CONDITIONS

SC-28 PROJECT SIGN

PROJECT SIGN SPECIFICATIONS

LETTER STYLE

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

ART WORK

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

TITLES

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

MATERIALS

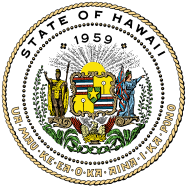
PANEL IS 3/4" THICK, "AC" EXTERIOR GRADE FIR PLYWOOD WITH RESIN BONDED SURFACES ON BOTH SIDES.

PAINT AND INKS

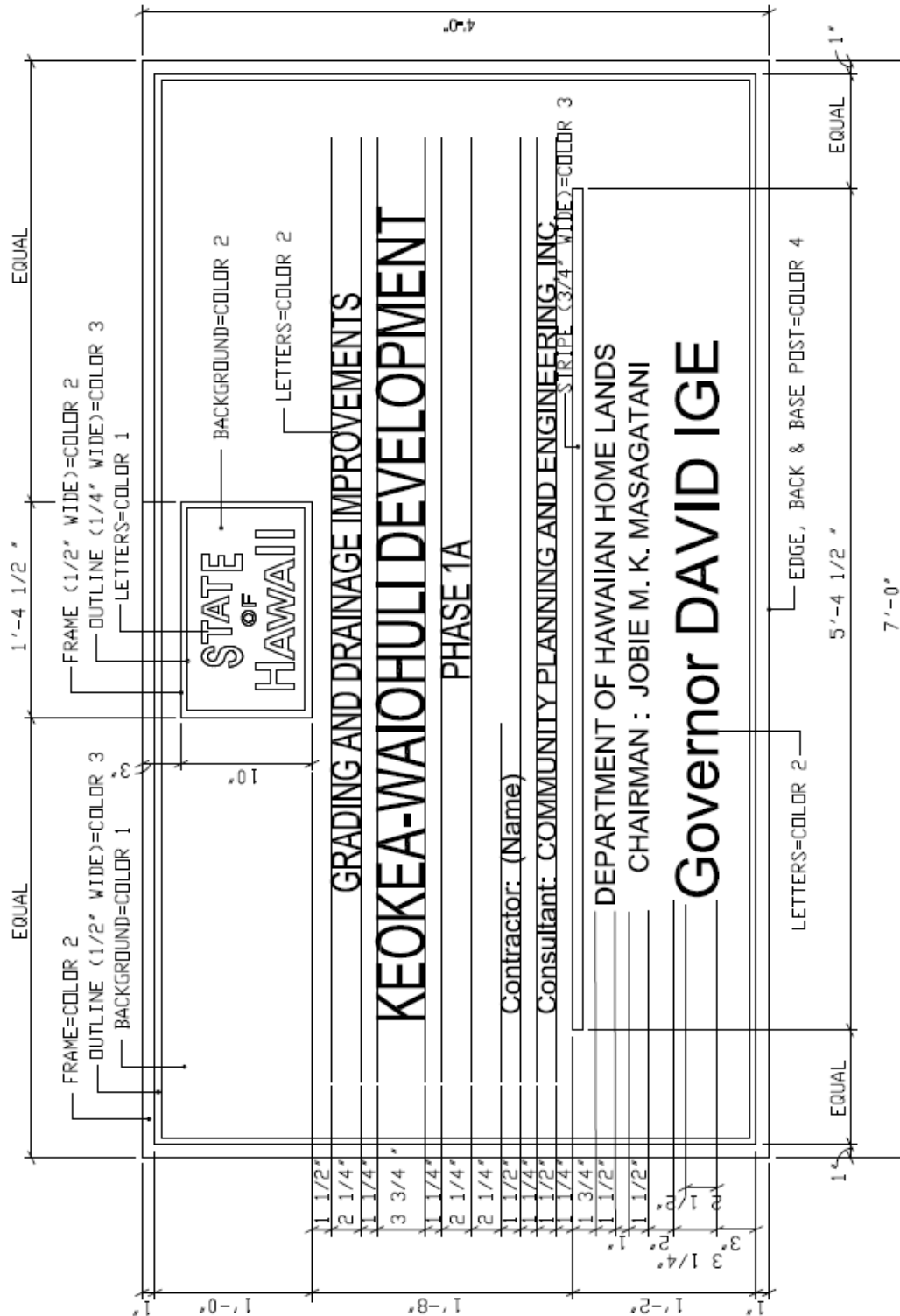
SCREEN PAINT INKS ARE MATTE FINISH. PAINTS ARE SATIN FINISH, EXTERIOR GRADE. REFERENCE TO AMERITONE COLOR KEY PAINT IS FOR COLOR WHICH MATCH ONLY.

COLOR:

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



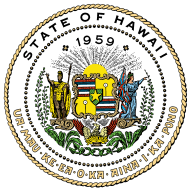
STATE OF HAWAII  
SPECIAL CONDITIONS



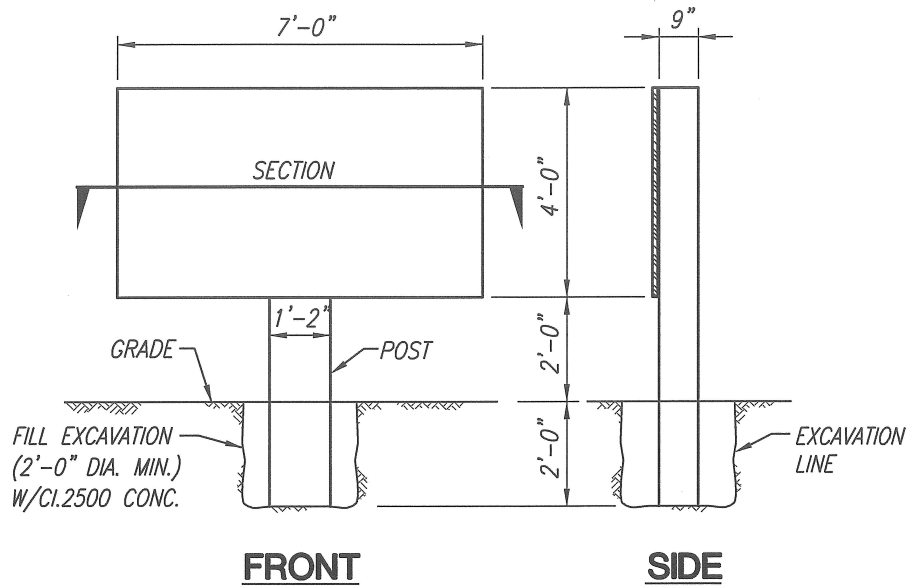
NOTE: Number of signs required 1

**SIGN LAYOUT DETAIL**

NOT TO SCALE



# STATE OF HAWAII SPECIAL CONDITIONS

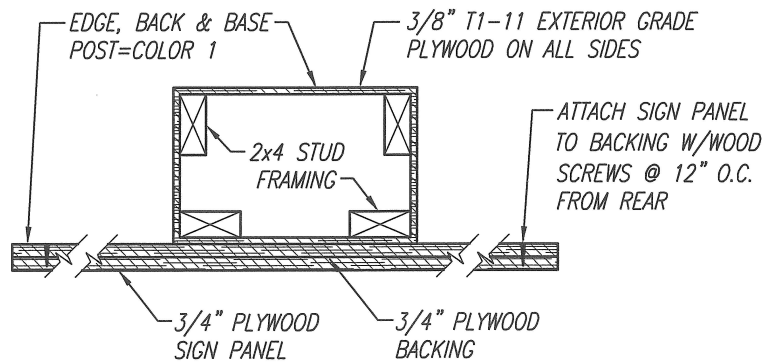


**FRONT**

**SIDE**

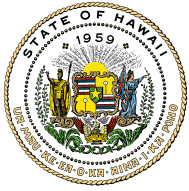
## ELEVATIONS

NOT TO SCALE



## SECTION

NOT TO SCALE



STATE OF HAWAII  
**SPECIAL CONDITIONS**

**SC-29      ENDANGERED SPECIES**

The CONTRACTOR shall abide by the Endangered Species Act of 1973. A critical habitat area (CHA) has been established west of the project site for the endangered Blackburn's Sphinx Moth. In addition, correspondence from the U.S. Fish and Wildlife Service suggests that five federally listed species including the endangered Hawaiian hoary bat, Hawaiian goose, Blackburn's sphinx moth, Hawaiian petrel, and the threatened Newell's shearwater are known to transit through the construction site. In the event that the CONTRACTOR encounters any of the species listed above, the following avoidance measures are proposed based on USFWS suggestions:

*Hawaiian hoary bat:*

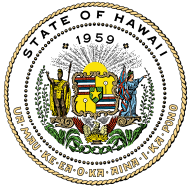
1. No trees greater than 15 feet tall shall be removed or trimmed during the bat breeding and pupping season of June 1 to September 15.
2. Federal funds shall not be used for the purchase or installation of barbed wire fencing.

*Hawaiian goose:*

1. If a Hawaiian goose appears within 100 feet of ongoing work, all activity shall be temporarily suspended until the bird moves off to a safe distance of its own volition.
2. A biologist shall survey the area around proposed construction areas during the Hawaiian goose breeding season (October to March) prior to the initiation of any work or after any subsequent delay of work of three or more days. If a nest is discovered within a radius of 100 feet of proposed construction activity, or a previously undiscovered nest is found within said radius after work has begun, all work shall cease and the Service will be contacted for further guidance.

*Blackburn's sphinx moth:*

1. A biologist shall survey the areas proposed for vegetation removal during the wettest portion of the year (November through April). If host plants are discovered in the area affected by the activity, host plants will not be cut or removed and the soil within 10 meters (33 feet) of the host plants not be disturbed. Upon soil disturbance, the site will be kept clear of host plants, with particular attention to ensuring that the non-native tree tobacco does not colonize the site.



STATE OF HAWAII  
**SPECIAL CONDITIONS**

*Hawaiian petrel (seabirds) & Newell's shearwater*

1. Any outdoor lighting will utilize systems which employ the lowest possible wattage for the application and be constructed in a manner that fully shields lighting sources and directs lighting completely downwards.

TECHNICAL SPECIFICATIONS

	PAGE	
<u>DIVISION 1 - GENERAL REQUIREMENTS</u> .....	(NOT USED)	
 <u>DIVISION 2 - SITE WORK</u>		
SECTION 02100 – CLEARING AND GRUBBING.....	1-3	
SECTION 02210 – SITE EARTHWORK.....	1-7	
SECTION 02230 – FINE GRADING ROADWAY .....	1-4	
SECTION 02270 – TEMPORARY SOIL EROSION CONTROL.....	1-3	
SECTION 02510 – ASPHALT CONCRETE PAVEMENT.....	1-3	
SECTION 02577 – PAVEMENT MARKERS, STRIPING AND MARKINGS .....	1-37	
SECTION 02609 – ELECTRONIC MARKERS FOR POTABLE WATER SYSTEM.....	1-2	
SECTION 02713 – POTABLE WATER SYSTEM.....	1-2	
SECTION 02721 – STORM DRAINAGE SYSTEM .....	1	
 <u>DIVISION 3 - CONCRETE</u>		
SECTION 03300 – CAST-IN-PLACE CONCRETE.....	1-6	
 <u>DIVISION 4 – MASONRY</u>		
SECTION 04230 – GROUTED RIPRAP.....	1-2	
 <u>DIVISION 5 – METALS</u> .....		(NOT USED)
 <u>DIVISION 6 - WOOD AND PLASTICS</u> .....		(NOT USED)
 <u>DIVISION 7 - THERMAL AND MOISTURE PROTECTION</u> .....		(NOT USED)
 <u>DIVISION 8 - DOORS, WINDOWS, GLASS</u> .....		(NOT USED)
 <u>DIVISION 9 - FINISHES</u> .....		(NOT USED)
 <u>DIVISION 10 - SPECIALTIES</u> .....		(NOT USED)
 <u>DIVISION 11 - EQUIPMENT</u> .....		(NOT USED)
 <u>DIVISION 12 - FURNISHINGS</u> .....		(NOT USED)
 <u>DIVISION 13 - SPECIAL CONSTRUCTION</u> .....		(NOT USED)
 <u>DIVISION 14 - CONVEYING SYSTEMS</u> .....		(NOT USED)
 <u>DIVISION 15 - MECHANICAL</u> .....		(NOT USED)
 <u>DIVISION 16 - ELECTRICAL</u> .....		(NOT USED)

SECTION 02210 – SITE EARTHWORK

PART 1 – GENERAL

1.01 GENERAL CONDITIONS: The General Conditions and Special Conditions preceding these specifications shall govern this section of the work.

1.02 WORK INCLUDED: Furnish all labor, materials, services, equipment and related items necessary to excavate, fill, remove, transport, stockpile and dispose of all materials within the limits of the project required to construct the site work improvements in accordance with these specifications, dimensions, sections and details shown on the plans, and the approval of the Department.

1.03 RELATED WORK IN OTHER SECTIONS

Temporary Soil Erosion Control..... Section 02270

1.04 SUBSURFACE SOIL DATA: Subsurface soil investigations have been made at the project site. A copy of the complete reports entitled “Preliminary Geotechnical Exploration Report, Keokea-Waiohuli Development Project, Kula, Keokea, Maui, Hawaii”, dated March 31, 2005 and “Preliminary Geotechnical Exploration Report, Keokea-Waiohuli Subdivision Phases 1, 2 and 4A, Kula, Makawao, Maui, Hawaii”, dated April 5, 2013, and all supplemental revisions to these reports prepared by PSC Consultants LLC are available on the compact disc (CD) provided with these bid documents. Test pit and boring logs are shown in the soils report.

The Contractor is expected to examine the site and the record of soil investigation and decide for himself the character of materials to be encountered. The Engineer will not assume responsibility for variations of subsoil quality or condition at locations other than places shown and at the time investigations were made.

The soils report and its recommendations are made part of these specifications.

1.05 PROTECTION

A. Erosion Control: The Contractor shall incorporate into his work schedule the Temporary Erosion Control Measures and the Permanent Erosion Control procedures indicated on the plans and as specified in the contract.

B. Dust Control: Every effort shall be made by the Contractor to keep dust to a minimum. Spraying the ground with water or other means of control shall be used wherever possible. The Contractor shall have an adequate supply of water for moisture conditioning of fill material.

Without limiting the generality or applicability of other indemnity provisions of the contract, the Contractor agrees that he shall indemnify and hold harmless the Department from and against all suits, actions, claims, demands, damages, costs and expenses (including but not limited to attorney’s fees) arising out of any damage to any property whatsoever or injury to any person whomsoever, in any way caused or contributed to by dust from the Contractor’s operations.

- C. Existing Utilities and Work Areas: The Contractor shall be responsible for the protection of existing surface and subsurface utilities and poles within and abutting the project site, trench excavations and other work areas.
- D. Finished Grades: All finished grades shall be kept moist until chemically stabilized. Where shrinkage cracks are noted after compaction of the finished grade, finished grade shall be re-scarified, moisture-conditioned to above the optimum moisture content, and re-compacted to the specified requirement at no additional cost to the Department. During construction, the Contractor shall properly grade and maintain all excavated surfaces to provide positive drainage and prevent ponding of water. In the event that ponding of water caused softening of the subgrades, the Contractor shall remove the soft soils and shall backfill the excavation with compacted fill at no additional cost to the Department.

## PART 2 – PRODUCTS

### 2.01 MATERIALS

- A. General Fill: Materials for general fill purposes should be well-graded, granular soils with no rocks greater than 12 inches in size in the deeper portion of the fill, at least 5 feet below the final grade or below any planned utilities. Materials ranging from 6 to 12 inches should be limited to less than 15 percent of the total general fill. The excavated materials, if less than 12 inches in maximum dimension, may be used as a source of general fill, provided these are processed to meet the gradation requirements for general fill. If the excavated materials do not contain a sufficient amount of fines to produce the desired gradation for general fill, offsite borrow or crusher-run onsite materials may be added to produce a well graded material.

Boulders, cobbles, or fractured rock fragment over 6 inches in size may be used in deeper portions of fills providing they are not nested, and sufficient soils are placed adjacent to them in such a manner that voids are properly filled and compacted, and are below the depths of utility installations.

The onsite soils may be used as general fill and backfill where structural fills are not specifically required, provided that it does not contain organics, debris, and other deleterious materials.

- B. Structural Fill. Structural fill shall be granular, free of organic debris, deleterious substances, and particles larger than 3 inches. Structural fill shall be classified as GP, GW, GM, GP-GM, SP, SW, SM, SP-SM and SW-SM, in accordance with ASTM D 2487. Where fill material is used in confined areas such as utility trenches and behind walls, the particles should be less than 2 inches in maximum dimensions. The material shall have a plasticity index less than 12 (ASTM 4318), a liquid limit less than 35, a CBR (ASTM D 1883) of at least 20 when compared to 95% relative compaction at optimum moisture content, and not more than 30% by weight passing the No. 200 sieve (ASTM D 1140).

The onsite basaltic rock may be crushed to meet the above recommendations for use as structural fill.



- C. Boulder Fills. A large quantity of boulders will be generated from excavation operations. Boulders at the surface and in the excavations may be used in the deeper fills, provided that the following recommendations are followed:
1. Boulders must not be nested together and shall be placed so that compaction equipment is able to suitably compact the soil around them. Boulder placement and compaction shall be reviewed and monitored by a Geotechnical Engineer.
  2. Boulders, 6-inch plus size rocks, can be used below 5 feet from finish grade or below utility lines whichever is at the greater depth; and
- Care shall be exercised to avoid placement of boulders in proposed utility alignments to prevent difficulty in later excavations of utility trenches.
- D. Imported Borrow: Additional general fill material needed for general filling shall consist of imported borrow materials that have the same general properties as on-site material described above. Borrow material shall be tested by the geotechnical engineer to evaluate its stability for use as general fill and shall be approved by the Engineer.
- E. Non-Expansive Select Material: Non-expansive select material to be used for this project shall consist of shall be crushed coral, basalt gravel, or cinder sand. The non-expansive select material shall be well-graded from coarse to fine with no particles larger than 3 inches in largest dimension. It shall have a plasticity index not exceeding 15 as determined by ASTM D-4318-84; and have maximum 20 percent particles passing the No. 200 sieve. The material shall have a laboratory CBR value of 25 or higher. Free draining materials and highly permeable materials shall not be used as select material. Select material shall be tested by the Geotechnical Engineer for conformance with these requirements prior to delivery to the project site for the intended use.
- F. Rocks: Rocks greater than 6 inches in diameter may be used at the bottom of deep fills or may be placed in areas suitable for rock disposal in accordance with the recommendations of the Geotechnical Engineer. Rocks not used in an engineered fill shall be disposed of as directed by the Engineer.
- G. Organic Topsoil (Stripped Material): Subsequent to acceptable clearing and grubbing, remove the top 8 inches of organic material laden topsoil as required and disposed of properly off-site.
- H. Ash Material: Ash material shall be removed and disposed of properly off-site prior to construction of the new improvements as specified by the Geotechnical Engineer.

## PART 3 – EXECUTION

### 3.01 SITE GRADING

- A. Notification of Schedule: The Engineer shall be notified by the Contractor after clearing and grubbing and before any fill is placed; and also at least two weeks in advance before grading operations are scheduled to begin. Further, the Contractor shall advise the Engineer of the proposed overall schedule for earthwork operations.

B. General: All cuts and fills to be constructed shall be monitored by a licensed geotechnical consultant (Geotechnical Engineer) retained by the Department, who shall approve all fill material, methods of placing and compaction and perform field density tests during the grading. No deviation from these specifications shall be made except upon the written approval of the Engineer and/or other public agencies having jurisdiction.

C. General Fill. Materials for general fill purposes should be well-graded, granular soils with no rocks greater than 12 inches in size in the deeper portion of the fill, at least 5 feet below the final grade or below any planned utilities. Materials ranging from 6 to 12 inches should be limited to less than 15 percent of the total general fill. The excavated materials, if less than 12 inches in maximum dimension, may be used as a source of general fill, provided these are processed to meet the gradation requirements for general fill. If the excavated materials do not contain a sufficient amount of fines to produce the desired gradation for general fill, offsite borrow or crusher-run onsite materials may be added to produce a well graded material.

Boulders, cobbles, or fractured rock fragment over 6 inches in size may be used in deeper portions of fills providing they are not nested, and sufficient soils are placed adjacent to them in such a manner that voids are properly filled and compacted, and are below the depths of utility installations.

The onsite soils maybe used as general fill and backfill where structural fills are not specifically required, provided that it does not contain organics, debris, and other deleterious materials. Between 2 feet and 5 feet on-site soil, except ash, can be used.

D. Site Preparation:

1. Site Preparation. At the onset of earthwork, the area within the contract grading limits shall be cleared of trees, vegetation, debris, rubbish, boulders, and other deleterious materials. These materials shall be removed and properly disposed of off-site.
2. Competent Soils. Areas to receive fill shall be over-excavated down 2 feet, and shall be scarified to a depth of 6 inches, moisture-conditioned to at least 2 percent above the optimum moisture content, and compacted to a minimum of 90 percent relative compaction. Relative compaction refers to the in-place, dry density of soil expressed as percentage of the maximum dry density of the same soil established in accordance with ASTM Test designation D 1557-78. The optimum moisture content is the moisture content corresponding to the maximum compacted dry density. Soft, yielding areas encountered during site preparation shall be over-excavated to expose firm soil surface and stabilized by backfilling with select material placed in 8-inch thick, loose, lifts and compacted to 90 percent relative compaction or 95 percent of its maximum dry density.

E. Site Grading:

1. General. Boulders may be stockpiled for future use, such as rip rap, gravity walls, landscaping and other purposes.

Materials used for fills placed within the upper 2 feet of the embankments shall be select non-expansive material less than 3 inches in maximum dimension. If additional off site borrow soil is required, it shall be tested and approved by a Geotechnical Engineer prior to its delivery to the project site.

2. Earthwork and Grading. Soft or loose unsuitable silt/volcanic ash soils encountered within the roadways and driveways shall be stripped to a depth of at least 2 feet below grade or until very stiff or gravelly materials are encountered, and replaced with select granular material. Where the design subgrade encounters silty gravel, gravelly silt with cobbles, and boulders or weathered basalt, over excavation will not be necessary. After grading, scarification and proof rolling, the subbase and base course may be placed directly on top of these gravelly insitu materials. If the clinker gravel is covered in volcanic ash matrix, the use of a geofabric, such as Mirafi 140, is recommended to prevent contamination of the select borrow fill or subbase. Where fresh basalt rocks are encountered, the subbase course may be placed directly over the basalt rocks after grading.
3. Over Excavation. Some of the existing upper silt/volcanic ash soils do not contain, or have very little percentage of coarse material and are not suitable for support of structures such as roadways, house pads, driveways, access/service roads, drainage swales and berms. These soils are porous (susceptible to collapse/settle with increased water content), have a relatively low dry density, are prone to erosions, and should be over-excavated and replaced with select onsite granular soils or borrow. The silt/volcanic ash shall be over-excavated down to at least 2 feet or until very stiff or dense gravelly materials are encountered, replaced with select granular materials.
4. Fill Placement and Compaction. The fill shall be placed in level lifts with a maximum loose thickness of 8-inches and compacted to a minimum of 90 percent at house pads and 95 percent at driveways and access/service roads. Each layer shall be spread uniformly and processed to attain uniformity of the material and water content. Additional fill material shall not be placed on any fill layer which has not been properly compacted and tested.

Lava tubes, if encountered, shall be filled with select granular material.

- F. Slopes. Cut and fill slopes of 2H:1V (horizontal to vertical) may be used.

Steeper cut slopes ratios up to 1H:1V may be used in weathered basalt formations.

Fill slopes shall be constructed by overfilling 2 to 3 feet, then cutting back to the design slope to obtain a well-compacted slope face.

Where the existing ground is steeper than 5H:1V, keying and benching are required to properly bond the new fill to the slope. The filling operations should start at the lowest point up in level compacted layers, as recommended above.

Water shall be diverted away from the top of slopes and slope planting shall be implemented to minimize surface erosion.

- G. **Excavations:** All excavation shall be made to the lines and grades as shown on the project plans. All excavation shall be inspected and approved by the geotechnical engineer. Where conditions encountered require, he shall direct the necessary modifications to be made.

Suitable material from excavation shall be used in the fill, and unsuitable material free of organic material from excavation shall be disposed of offsite.

- H. **Drainage:** Care shall be exercised during grading so that areas involved will drain properly. Water shall be prevented from running over the slopes by the temporary berms or drainage swales. Runoff diversion by ditches shall be completed in the time specified in the bid form.

- I. **Field Testing:** The Construction Manager shall be notified seven (7) days prior to the start of grading. A pre-grading conference shall be held between the parties involved so as to discuss methods of operations, site problems and scheduling. Field density tests shall be taken by the Geotechnical Engineer retained by the Department.

- K. **Supervision:** At all times, the Contractor shall have a responsible field superintendent on the project in full charge of the work with authority to make decisions. He shall cooperate with the Construction Manager in carrying out the work. Any instructions given to him by the Construction Manager shall be considered to have been given to the Contractor personally.

- L. **Rainy Weather:** No fill shall be placed, spread or rolled during unfavorable weather. When the work is interrupted by rain, operations shall not be resumed until field tests by the Engineer indicate that conditions will permit satisfactory results.

- M. **Unforeseen Conditions:** **If unforeseen or undetected soil conditions such as soft spots, existing utility trenches, structure foundations, voids or cavities, boulders, seepage water or expansive soil pockets, etc. are encountered, the Contractor shall immediately inform the Construction Manager, the State and the Engineer and determine the extent of the unforeseen anomaly, determine the resolution and negotiate cost of such resolution, whether it be positive or negative. The State retains the right to further negotiate if quantities are determined to be less than designed.**

- 3.02 **UNSUITABLE EXCAVATED MATERIAL:** The Contractor shall remove from the site all unsuitable excavated material unless specified otherwise by the Engineer. The unsuitable material not containing organic material shall be hauled and disposed of offsite. Unsuitable material containing organic material shall be disposed of off-site, unless otherwise specified.

Removal, including hauling and disposal, of the unsuitable material will not be paid for directly, but shall be considered incidental to the project.

3.03 MAINTENANCE OF CHEMICALLY STABILIZED GRADED AREA:

A. Maintenance shall include, but not limited to:

1. Protect areas susceptible to traffic by erecting immediately after stabilization.
2. Maintain chemically stabilized area per manufacturer's specifications
3. Keep stabilized area free of weeds and undesirable grasses through daily weeding, if required. Remove the entire root system. Dispose of all weeds in appropriate containers.
4. Inspect area for disease or insect damage weekly. Treat affected material immediately.

END OF SECTION

## DIVISION 4 - MASONRY

### SECTION 04230 – GROUTED RIPRAP

#### PART 1 - GENERAL

1.01 GENERAL CONDITIONS: The General Conditions and Special Provisions preceding these specifications shall govern this section of the work.

#### 1.02 DELIVERY, STORAGE AND HANDLING

- A. Mortar and Grout Materials: Portland cement, masonry cement, mortar cement, lime and admixtures shall be stored in such a manner as to prevent deterioration or contamination with foreign matter. Cement which has become caked, partially set or otherwise deteriorated, or any material which becomes damaged or contaminated, shall be rejected.

#### PART 2 - PRODUCTS

#### 2.01 MATERIALS

- A. 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. Stone shall be at least 1/8 cubic foot in volume and have a minimum unit weight of 155 pounds per cubic foot.

Stones generated from on-site grading operations shall be initially used as long as it conforms to the criteria hereinabove. If on-site grading operations do not generate an adequate quantity of stones for the grouted rip rap work, stones shall be imported as required. Stones to be used for this purpose shall be approved by the Geotechnical Engineer.

- B. Mortar shall consist of one part cement to three parts fine aggregate and shall meet the requirements as provided in Section 39 “Portland Cement Concrete”.
- C. Hydrated Lime shall conform to the ASTM C207, Type S. Hydrated lime shall be added to the mortar and the quantity shall not exceed the recommendations of the manufacturer.
- D. Water used in mixing mortar or grout shall be clean and free from injurious amounts of oils, acids, alkalis, salts, organic materials or other substances that may be deleterious to either the mortar or reinforcement. Non-potable water shall not be used.

#### PART 3 - EXECUTION

3.01 GENERAL: The Contractor shall use stones that are available from on-site grading operations, if available and in accordance with Section 612 – Grouted Rubble Paving, Standard Specifications for Road, Bridge, and Public Works Construction. Stones shall be grouted in place.

The proportioning of materials for grout shall be by volume and done in such manner that the specified proportions can be controlled and accurately maintained. Fine aggregate shall be measured in a damp loose condition. Mixing shall be by a mechanical batch mixer for at least 5

minutes for grout, but for not more than 10 minutes. Hand mixing shall be permitted only for small batches of 3 cubic feet or less.

- 3.02 RIPRAP: Riprap shall be placed in a manner to produce a well-graded mass of rock with minimum practicable percentage of voids and shall be constructed to the lines and grades shown on the plans. Work around piping shall be done carefully so as to not damage or dent the pipe. Pipes that are dented during construction shall be replaced at the contractor's expense.

Riprap shall be placed to its full course thickness in one operation and in such a manner as to avoid displacing the filter material. Placement shall begin at the bottom of the areas to be covered and continue up slope. Subsequent loads of material shall be placed against previously placed material in such a manner as to ensure a relatively homogenous mass. The finished riprap shall be free from objectionable pockets of small stones and clusters of larger stones. Placing riprap in layers will not be permitted. Placing riprap by dumping it at the top of the slope and pushing it down the slope will not be permitted. No equipment shall be operated directly on the completed stone protection system. The Contractor shall maintain the stone protection until accepted by the Engineer and any material displaced prior to acceptance and due to the Contractor's negligence shall be replaced at not cost to the State.

- 3.03 GROUTING OF RIPRAP: Grout shall be batched and mixed in sufficient quantities to prevent cold joints. Rock shall be flushed with water to remove fines from the rock prior to placing the grout. Rock shall be kept moist just ahead of the actual placing, but no flowing or standing water shall be present during the grouting operation.

Grout placement shall not be permitted when weather conditions prevent proper placement.

Grout placed on inverts or other nearly level areas may be placed on one course. On slopes, the grout shall be placed in two (2) courses in successive lateral strips approximately ten (10) feet in width starting at the toe of the slope and progressing to the top. The flow of the grout shall be directed with brooms, spades or baffles to prevent it from flowing excessively along the same path and to assure that all intermittent spaces are filled. Sufficient barring shall be done to loosen tight pockets of riprap and otherwise aid the penetration of grout so that all voids shall be filled and the grout fully penetrates the riprap. All brooming shall be uphill and after the grout has stiffened, the entire surface shall be rebroomed to eliminate runs, to fill voids caused by sloughing, and to remove grout from the top surface and pockets or depressions of the upper stones.

Beginning immediately after placement and continuing for at least 7 days, all grout shall be cured and protected from premature drying, mechanical damage and exposure to rain or flowing water. All materials and equipment needed for adequate curing and protection shall be available at the site. After completion of any strip or panel, no workman or other load shall be permitted on the grouted surface for a period of 24 hours. Exposed surfaces shall be kept continuously moist for the entire period, or until curing compound is applied.

- 3.03 MEASUREMENT AND PAYMENT: Grouted riprap shall be measured for payment by the square foot. Payment for grouted riprap shall be made at the unit price bid and shall be full compensation for furnishing all materials, tools, equipment, and labor to construct the work, including bedding excavation and preparation, and wrapped filter material.

END OF SECTION