



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

**PANAEWA LOT 185 SITE IMPROVEMENTS
HILO, HAWAII**

**INVITATION FOR BIDS
IFB-021-HHL-002**

FEBRUARY 2021



William J. Aila Jr., Chairman
Hawaiian Homes Commission

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**NOTICE TO BIDDERS
INVITATION FOR BID
Department of Hawaiian Home Lands
Land Development Division
IFB NO.: IFB-21-HHL-002**

SEALED BIDS for IFB No.: IFB-21-HHL-002, PANAEWA LOT 185 SITE IMPROVEMENTS, 230 Mahiai Street, Hilo, State of Hawaii, will be received by the Department of Hawaiian Home Lands (DHHL), at Hale Kalaniana'ole, 91-5420 Kapolei Parkway, Kapolei, Hawaii 96707, until **2:00 P.M., Hawaii Standard Time (H.S.T.) March 12, 2021**, at which time all bids will be publicly opened and read aloud. Bids received after the time fixed for opening or delivered anywhere other than as specified above will not be considered.

This project consists of subdividing a 10 acre parcel into 16 subsistence-ag lots with a new road and infrastructure improvements.

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

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

Bid documents may be examined at or obtained from Hawaii Awards & Notices Data System (HANDS) at the State Procurement Office website (SPO):

<https://hands.ehawaii.gov/hands/opportunities>

There is no fee assessed to download the IFB documents from the HANDS website.

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

All prospective bidders/offerors are invited to attend a **PRE-BID CONFERENCE to be held 9:00 A.M., H.S.T, on FEBRUARY 25, 2021, at the East Hawaii District Office located at 160 Baker Ave. Hilo, Hawaii.** Subcontractors and union representatives are also invited to attend. The conference is to provide bidders/offerors with an opportunity to ask questions about the contractual requirements and technical aspects of the project. A site visit of the project site will follow the pre-bid conference. Attendance of the pre-bid conference and/or site visit is not a condition for submitting a bid, but strongly recommended. Persons needing special accommodations due to a disability may submit such request to Kelbert Yoshida, Land Development Division, via facsimile at (808) 620-9299 or e-mail to kelbert.h.yoshida@hawaii.gov.

A written NOTICE OF INTENTION TO BID is required and shall be received by the DHHL, Land Development Division, at 91-5420 Kapolei Parkway, Kapolei, Hawaii 96707, no later than **2:00 P.M., March 2, 2021**. Submittal of a NOTICE OF INTENTION TO BID via facsimile at (808) 620-9299, or e-mail to kelbert.h.yoshida@hawaii.gov is acceptable.

A properly executed and notarized STANDARD QUALIFICATION QUESTIONNAIRE FOR OFFERORS, SPO Form-21 ("Questionnaire") is required and shall be submitted to the DHHL Land Development Division, at 91-5420 Kapolei Parkway, Kapolei, Hawaii 96707 no later than **2:00 P.M., March 10, 2021**. Completed Questionnaires must be submitted as an original hard copy with wet signatures. Questionnaires that are submitted via facsimile or E-mail will not be accepted. The Questionnaire can be downloaded at the State Forms Central website:

<http://spo.hawaii.gov/wp-content/uploads/2013/12/spo-021.pdf>

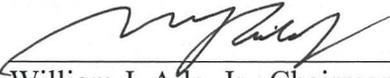
Bids shall comply with the requirements of the IFB. Bids that do not comply with the IFB may be subject to disqualification. DHHL reserves the right to amend the IFB by written addenda, to reject any and all bids, or to waive any defects in said bids where DHHL deems it is in the best interest of the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

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

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

Dated at Kapolei, Hawaii, this 26 day of JANUARY, 2021.

DEPARTMENT OF HAWAIIAN HOME LANDS



William J. Aila, Jr., Chairman
Hawaiian Homes Commission

Posted on the internet at: <https://hands.ehawaii.gov/hands/opportunities>

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

February 15, 2021
WAGE RATE SCHEDULE BULLETIN NO. 499

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

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

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

Questions on the schedule should be referred to the Research and Statistics Office at (808) 586-9005.

The next regular schedule will be issued on or about September 15, 2021.


ANNE EUSTAQUIO
Director



STATE OF HAWAII
DAVID Y. IGE, Governor

DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS
ANNE EUSTAQUIO, Director
JOANN A. VIDINHAR, Deputy Director

RESEARCH AND STATISTICS OFFICE
JERI SATO, Acting Research & Statistics Officer

OPERATIONS MANAGEMENT INFORMATION STAFF
Mirasol Valdez, Acting Supervisor
Jarrett Ku, Research Statistician

In cooperation with:
WAGE STANDARDS DIVISION
SHERYL LEE, Administrator

WAGE RATE SCHEDULE BULLETIN NO. 499

Classification	Current			2021			2022			2023			Remarks See Pg 6-8
	Prevailing Wage Total	Basic Hourly Rate	Fringe Hourly Rate										
ASPHALT PAVING GROUP:	9/21/20												
Asphalt Concrete Material Transfer	\$80.32	\$46.45	\$33.87	-	-	-	-	-	-	-	-	-	13
Asphalt Raker	\$79.36	\$45.49	\$33.87	-	-	-	-	-	-	-	-	-	13
Asphalt Spreader Operator	\$80.84	\$46.97	\$33.87	-	-	-	-	-	-	-	-	-	13
Laborer, Hand Roller	\$76.59	\$42.72	\$33.87	-	-	-	-	-	-	-	-	-	13
Roller Operator (5 tons and under)	\$79.09	\$45.22	\$33.87	-	-	-	-	-	-	-	-	-	13
Roller Operator (over 5 tons)	\$80.52	\$46.65	\$33.87	-	-	-	-	-	-	-	-	-	13
Screed Person	\$80.32	\$46.45	\$33.87	-	-	-	-	-	-	-	-	-	13
EQUIPMENT OPERATOR:													
Combination Loader/Backhoe (over 3/4 cu. yd.)	\$79.36	\$45.49	\$33.87	-	-	-	-	-	-	-	-	-	13
Combination Loader/Backhoe (up to 3/4 cu. yd.)	\$78.38	\$44.51	\$33.87	-	-	-	-	-	-	-	-	-	13
Concrete saws and/or Grinder (self-propelled unit on streets, highways, airports and canals)	\$80.32	\$46.45	\$33.87	-	-	-	-	-	-	-	-	-	13
Grader, Soil Stabilizer, Cold Planer	\$81.15	\$47.28	\$33.87	-	-	-	-	-	-	-	-	-	13
Loader (2-1/2 cu. yds. and under)	\$80.32	\$46.45	\$33.87	-	-	-	-	-	-	-	-	-	13
Loader (over 2-1/2 cu. yds. to and including 5 cu. yds.)	\$80.64	\$46.77	\$33.87	-	-	-	-	-	-	-	-	-	13
TRUCK DRIVER:													
Assistant to Engineer	\$79.09	\$45.22	\$33.87	-	-	-	-	-	-	-	-	-	13
Oil Tanker (double), Hot Liquid Asphalt Tanker	\$80.64	\$46.77	\$33.87	-	-	-	-	-	-	-	-	-	13
Semi-Trailer, Semi-Dump, Asphalt Distributor	\$80.32	\$46.45	\$33.87	-	-	-	-	-	-	-	-	-	13
Slip-in or Pup	\$80.64	\$46.77	\$33.87	-	-	-	-	-	-	-	-	-	13
Single or Rock Cans Tandem Dump Truck (8 cu. yds. & under, water level)	\$79.36	\$45.49	\$33.87	-	-	-	-	-	-	-	-	-	13
Single or Rock Cans Tandem Dump Truck (over 8 cu. yds., water level)	\$79.67	\$45.80	\$33.87	-	-	-	-	-	-	-	-	-	13
Tractor Trailer (hauling equipment)	\$80.75	\$46.88	\$33.87	-	-	-	-	-	-	-	-	-	13
Utility, Flatbed	\$79.09	\$45.22	\$33.87	-	-	-	-	-	-	-	-	-	13
BOILERMAKER	2/17/20												
	\$67.58	\$36.29	\$31.29	-	-	-	-	-	-	-	-	-	13
CARPENTER:	9/21/20			8/30/21			9/5/22			9/4/23			
Carpenter; Patent Scaffold Erector (14 feet and over); Piledriver; Pneumatic Nailer	\$74.09	\$50.50	\$23.59	\$75.84	\$51.25	\$24.59	\$77.59	\$52.00	\$25.59	\$79.59	\$53.00	\$26.59	1,12,13
Millwright	\$74.34	\$50.75	\$23.59	\$76.09	\$51.50	\$24.59	\$77.84	\$52.25	\$25.59	\$79.84	\$53.25	\$26.59	1,12,13
Power Saw Operator (2 h.p. & above)	\$74.24	\$50.65	\$23.59	\$75.99	\$51.40	\$24.59	\$77.74	\$52.15	\$25.59	\$79.74	\$53.15	\$26.59	1,12,13
CEMENT FINISHER:	9/21/20			8/30/21			9/5/22			9/4/23			
Cement Finisher; Curb Setter; Precast Panel Setter; Manhole Builder	\$73.93	\$42.10	\$31.83	\$75.28	\$42.60	\$32.68	\$76.76	\$43.33	\$33.43	\$78.15	\$44.12	\$34.03	2,12,13
Trowel Machine Operator	\$74.08	\$42.25	\$31.83	\$75.43	\$42.75	\$32.68	\$76.91	\$43.48	\$33.43	\$78.30	\$44.27	\$34.03	2,12,13
* CHAIN-LINK FENCE ERECTOR	10/4/20			10/3/21			10/2/22			10/1/23			
	\$42.45	\$25.50	\$16.95	\$43.90	\$26.25	\$17.65	\$45.35	\$27.00	\$18.35	\$46.80	\$27.75	\$19.05	10,13

WAGE RATE SCHEDULE BULLETIN NO. 499

Classification	Current			2021			2022			2023			Remarks See Pg 6-8
	Prevailing Wage Total	Basic Hourly Rate	Fringe Hourly Rate										
CHLORINATOR	9/16/19												
	\$28.84	\$28.84	-	-	-	-	-	-	-	-	-	-	
DIVER:	9/21/20												
Diver (Aqua Lung) (Scuba) - Up to a depth of 30 feet	\$93.52	\$60.21	\$33.31	-	-	-	-	-	-	-	-	-	13
Diver (Aqua Lung) (Scuba) - Over a depth of 30 feet	\$102.89	\$69.58	\$33.31	-	-	-	-	-	-	-	-	-	13
Stand-By Diver (Aqua Lung) (Scuba)	\$84.14	\$50.83	\$33.31	-	-	-	-	-	-	-	-	-	13
Diver (Other than Aqua Lung)	\$102.89	\$69.58	\$33.31	-	-	-	-	-	-	-	-	-	3,13
Stand-By Diver (Other than Aqua Lung)	\$84.14	\$50.83	\$33.31	-	-	-	-	-	-	-	-	-	3,13
Tender (Other than Aqua Lung)	\$81.11	\$47.80	\$33.31	-	-	-	-	-	-	-	-	-	13
DRAPERY INSTALLER	9/16/19												
	\$33.11	\$31.00	\$2.11	-	-	-	-	-	-	-	-	-	
DRYWALL INSTALLER	9/21/20			8/30/21			9/5/22			9/4/23			
	\$74.34	\$50.75	\$23.59	\$76.09	\$51.50	\$24.59	\$77.84	\$52.25	\$25.59	\$79.84	\$53.25	\$26.59	12,13
* DRYWALL TAPERS/FINISHERS	1/3/21						1/2/22			1/1/23			
	\$74.75	\$43.10	\$31.65	-	-	-	\$76.50	\$43.85	\$32.65	\$78.25	\$44.60	\$33.65	
ELECTRICIAN	9/21/20												
Cable Splicer (inside/outside)	\$87.87	\$56.71	\$31.16	-	-	-	-	-	-	-	-	-	4,13
Ground Worker (outside)	\$64.29	\$38.66	\$25.63	-	-	-	-	-	-	-	-	-	4,13
Heavy Equipment Operator (outside)	\$74.40	\$46.40	\$28.00	-	-	-	-	-	-	-	-	-	4,13
Line Installer (outside); Wire Installer (inside)	\$81.13	\$51.55	\$29.58	-	-	-	-	-	-	-	-	-	4,13
Telecommunication Worker	8/23/20			8/22/21			8/21/22						
Licensed Technician	\$45.65	\$32.69	\$12.96	\$46.82	\$33.69	\$13.13	\$48.63	\$34.94	\$13.69	-	-	-	13
Technician I / Splicer	\$43.74	\$31.06	\$12.68	\$44.85	\$32.01	\$12.84	\$46.57	\$33.19	\$13.38	-	-	-	13
* ELEVATOR CONSTRUCTOR MECHANIC	2/15/21												
	\$99.005	\$63.18	\$35.825	-	-	-	-	-	-	-	-	-	13
EQUIPMENT OPERATOR:	9/21/20												
Group 1	\$78.83	\$45.52	\$33.31	-	-	-	-	-	-	-	-	-	5,13
Group 2	\$78.94	\$45.63	\$33.31	-	-	-	-	-	-	-	-	-	5,13
Group 3	\$79.11	\$45.80	\$33.31	-	-	-	-	-	-	-	-	-	5,13
Group 4	\$79.38	\$46.07	\$33.31	-	-	-	-	-	-	-	-	-	5,13
Group 5	\$79.69	\$46.38	\$33.31	-	-	-	-	-	-	-	-	-	5,13
Group 6	\$80.34	\$47.03	\$33.31	-	-	-	-	-	-	-	-	-	5,13
Group 7	\$80.66	\$47.35	\$33.31	-	-	-	-	-	-	-	-	-	5,13
Group 8	\$80.77	\$47.46	\$33.31	-	-	-	-	-	-	-	-	-	5,13
Group 9	\$80.88	\$47.57	\$33.31	-	-	-	-	-	-	-	-	-	5,13
Group 9A	\$81.11	\$47.80	\$33.31	-	-	-	-	-	-	-	-	-	5,13
Group 10	\$81.17	\$47.86	\$33.31	-	-	-	-	-	-	-	-	-	5,13
Group 10A	\$81.32	\$48.01	\$33.31	-	-	-	-	-	-	-	-	-	5,13
Group 11	\$81.47	\$48.16	\$33.31	-	-	-	-	-	-	-	-	-	5,13
Group 12	\$81.83	\$48.52	\$33.31	-	-	-	-	-	-	-	-	-	5,13
Group 12A	\$82.19	\$48.88	\$33.31	-	-	-	-	-	-	-	-	-	5,13

WAGE RATE SCHEDULE BULLETIN NO. 499

Classification	Current			2021			2022			2023			Remarks See Pg 6-8
	Prevailing Wage Total	Basic Hourly Rate	Fringe Hourly Rate										
FENCE ERECTOR (CHAIN-LINK TYPE) See Chain-Link Fence Erector	-	-	-	-	-	-	-	-	-	-	-	-	
FLOOR LAYER (CARPET, LINOLEUM & SOFT TILE)	9/21/20 \$67.70	\$36.77	\$30.93	2/28/21 \$69.69	\$38.02	\$31.67	2/27/22 \$71.93	\$39.27	\$32.66	3/5/23 \$73.42	\$40.52	\$32.90	12,13
GLAZIER	9/21/20 \$74.35	\$39.50	\$34.85	-	-	-	-	-	-	-	-	-	6,13
HELICOPTER WORK:	9/21/20												
Airborne Hoist Operator	\$82.69	\$49.38	\$33.31	-	-	-	-	-	-	-	-	-	13
Co-Pilot	\$82.83	\$49.52	\$33.31	-	-	-	-	-	-	-	-	-	13
Pilot	\$83.00	\$49.69	\$33.31	-	-	-	-	-	-	-	-	-	13
INSULATOR	8/30/20 \$67.55	\$41.90	\$25.65	-	-	-	-	-	-	-	-	-	7,13
IRONWORKER:	9/21/20			9/1/21									
Reinforcing, Structural	\$79.34	\$42.50	\$36.84	\$80.34	\$43.50	\$36.84	-	-	-	-	-	-	8,12,13
* LABORER:	9/21/20			8/30/21			9/5/22			9/4/23			
Driller	\$62.38	\$39.70	\$22.68	\$63.84	\$40.35	\$23.49	\$65.25	\$41.00	\$24.25	\$66.66	\$41.65	\$25.01	1,13
Gunite Operator or Shotcrete Operator	\$61.88	\$39.20	\$22.68	\$63.34	\$39.85	\$23.49	\$64.75	\$40.50	\$24.25	\$66.16	\$41.15	\$25.01	1,13
High Scaler (Working Suspended)	\$61.88	\$39.20	\$22.68	\$63.34	\$39.85	\$23.49	\$64.75	\$40.50	\$24.25	\$66.16	\$41.15	\$25.01	13
Laborer I	\$61.38	\$38.70	\$22.68	\$62.84	\$39.35	\$23.49	\$64.25	\$40.00	\$24.25	\$65.66	\$40.65	\$25.01	1,13
Laborer II	\$58.78	\$36.10	\$22.68	\$60.24	\$36.75	\$23.49	\$61.65	\$37.40	\$24.25	\$63.06	\$38.05	\$25.01	1,13
Light/Final Clean-up (Janitorial) Laborer	\$47.82	\$29.65	\$18.17	\$48.92	\$30.05	\$18.87	\$50.02	\$30.45	\$19.57	\$51.12	\$30.85	\$20.27	1,13
Mason Tender/Hod Carrier	\$61.88	\$39.20	\$22.68	\$63.34	\$39.85	\$23.49	\$64.75	\$40.50	\$24.25	\$66.16	\$41.15	\$25.01	1,13
Powder Blaster	\$62.38	\$39.70	\$22.68	\$63.84	\$40.35	\$23.49	\$65.25	\$41.00	\$24.25	\$66.66	\$41.65	\$25.01	1,13
Window Washer (Outside) (On bosun's chair, cable-suspended scaffold or work platform)	\$60.88	\$38.20	\$22.68	\$62.34	\$38.85	\$23.49	\$63.75	\$39.50	\$24.25	\$65.16	\$40.15	\$25.01	13
* LANDSCAPER:	2/15/21			8/30/21			9/5/22			9/4/23			
Landscape & Irrigation Laborer A	\$40.65	\$26.40	\$14.25	\$41.80	\$26.75	\$15.05	\$43.05	\$27.25	\$15.80	\$44.30	\$27.85	\$16.45	
Landscape & Irrigation Laborer B	\$41.65	\$27.40	\$14.25	\$42.80	\$27.75	\$15.05	\$44.05	\$28.25	\$15.80	\$45.30	\$28.85	\$16.45	
Landscape & Irrigation Maintenance Laborer	\$35.95	\$21.70	\$14.25	\$36.95	\$21.90	\$15.05	\$37.95	\$22.15	\$15.80	\$39.00	\$22.55	\$16.45	
LATHER	9/21/20 \$74.34	\$50.75	\$23.59	8/30/21 \$76.09	\$51.50	\$24.59	9/5/22 \$77.84	\$52.25	\$25.59	9/4/23 \$79.84	\$53.25	\$26.59	12,13
MASON; Bricklayer;	9/21/20			8/30/21			9/5/22			9/4/23			
Cement Blocklayer; Stone Mason; Precast Sill Setter	\$75.09	\$45.96	\$29.13	\$76.44	\$46.46	\$29.98	\$77.97	\$47.24	\$30.73	\$79.36	\$48.03	\$31.33	2,12,13
Pointer-Caulker-Weatherproofer	\$75.34	\$46.21	\$29.13	\$76.69	\$46.71	\$29.98	\$78.22	\$47.49	\$30.73	\$79.61	\$48.28	\$31.33	2,12,13
* PAINTER:	1/1/21			7/1/21									
Painter; Spray Painter; Sandblaster or Waterblaster; Thermoplastic Stripper; Paper Hanger	\$68.99	\$38.90	\$30.09	\$68.99	\$38.90	\$30.09	-	-	-	-	-	-	12

WAGE RATE SCHEDULE BULLETIN NO. 499

Classification	Current			2021			2022			2023			Remarks See Pg 6-8
	Prevailing Wage Total	Basic Hourly Rate	Fringe Hourly Rate										
PLASTERER:	9/21/20			8/30/21			9/5/22			9/4/23			
	\$75.52	\$43.69	\$31.83	\$76.89	\$44.21	\$32.68	\$78.43	\$45.00	\$33.43	\$79.85	\$45.82	\$34.03	2,12,13
* PLUMBER:	1/3/21												
Plumber; Pipefitter; Refrigeration Fitter; Heating & Air Conditioning Fitter; Sprinkler Fitter; Steamfitter	\$73.60	\$45.35	\$28.25				-	-	-	-	-	-	9,13
ROOFER:	9/21/20			9/5/21									
Shingle, Tile, Built-up Roofing	\$61.65	\$41.80	\$19.85	\$62.50	\$42.55	\$19.95	-	-	-	-	-	-	12
Coal Tar Pitch	\$103.45	\$83.60	\$19.85	\$105.05	\$85.10	\$19.95	-	-	-	-	-	-	
SANDBLASTER OR WATERBLASTER:													
Use wages of craft to which sand or water blasting is incidental.													
SHEETMETAL WORKER:	9/21/20			2/28/21			2/27/22			3/5/23			
(Note: 2 increases for 2021, 2022, & 2023)	\$73.89	\$44.39	\$29.50	\$74.85	\$44.93	\$29.92	\$76.86	\$46.22	\$30.64	\$78.73	\$47.37	\$31.36	13
				8/29/21			9/4/22			9/23/23			
				\$75.95	\$45.63	\$30.32	\$77.76	\$46.78	\$30.98	\$79.78	\$47.95	\$31.83	13
TERMITE TREATER	9/16/19												
	\$20.53	\$18.60	\$1.93	-	-	-	-	-	-	-	-	-	
TERRAZZO:	9/21/20			8/30/21			9/5/22			9/4/23			
Terrazzo Setter	\$74.77	\$43.50	\$31.27	\$76.52	\$44.40	\$32.12	\$78.10	\$45.30	\$32.80	\$79.60	\$46.20	\$33.40	2,12,13
Terrazzo Base Grinder	\$72.96	\$41.69	\$31.27	\$74.71	\$42.59	\$32.12	\$76.29	\$43.49	\$32.80	\$77.79	\$44.39	\$33.40	2,12,13
Certified Terrazzo Floor Grinder and Tender	\$71.41	\$40.14	\$31.27	\$73.16	\$41.04	\$32.12	\$74.74	\$41.94	\$32.80	\$76.24	\$42.84	\$33.40	2,12,13
Terrazzo Floor Grinder	\$68.41	\$37.14	\$31.27	\$70.16	\$38.04	\$32.12	\$71.74	\$38.94	\$32.80	\$73.24	\$39.84	\$33.40	2,12,13
TILE SETTER:	9/21/20			8/30/21			9/5/22			9/4/23			
Ceramic Hard Tile; Marble Setter	\$74.77	\$43.50	\$31.27	\$76.52	\$44.40	\$32.12	\$78.10	\$45.30	\$32.80	\$79.60	\$46.20	\$33.40	2,12,13
Certified Ceramic Tile & Marble Helper	\$71.41	\$40.14	\$31.27	\$73.16	\$41.04	\$32.12	\$74.74	\$41.94	\$32.80	\$76.24	\$42.84	\$33.40	2,12,13
TRUCK DRIVER:	9/16/19												
Concrete Mixer	\$36.37	\$30.95	\$5.42	-	-	-	-	-	-	-	-	-	
Concrete Mixer/Booster	\$48.63	\$34.53	\$14.10	-	-	-	-	-	-	-	-	-	
Dump Truck, 8 cu. yds. & under (water level); Water Truck (up to & including 2,000 gallons)	9/21/20												
Flatbed, Utility, etc.	\$79.38	\$46.07	\$33.31	-	-	-	-	-	-	-	-	-	13
End Dump, Unlicensed (Euclid, Mack, Caterpillar, or similar); Tractor Trailer (hauling equipment)	\$79.11	\$45.80	\$33.31	-	-	-	-	-	-	-	-	-	13
Semi-Trailer, Rock Cans, or Semi-Dump	\$80.77	\$47.46	\$33.31	-	-	-	-	-	-	-	-	-	13
Slip-in or Pup	\$80.34	\$47.03	\$33.31	-	-	-	-	-	-	-	-	-	13
Tandem Dump Truck, over 8 cu. yds. (water level); Water Truck (over 2,000 gallons)	\$80.66	\$47.35	\$33.31	-	-	-	-	-	-	-	-	-	13
	\$79.69	\$46.38	\$33.31	-	-	-	-	-	-	-	-	-	13

WAGE RATE SCHEDULE BULLETIN NO. 499

Classification	Current			2021			2022			2023			Remarks See Pg 6-8
	Prevailing Wage Total	Basic Hourly Rate	Fringe Hourly Rate										
UNDERGROUND LABORER:	8/31/20			8/30/21			9/5/22			9/4/23			
Worker in a raise, shaft, or tunnel.													
Group 1	\$61.98	\$39.30	\$22.68	\$63.44	\$39.95	\$23.49	\$64.85	\$40.60	\$24.25	\$66.26	\$41.25	\$25.01	13
Group 2	\$63.48	\$40.80	\$22.68	\$64.94	\$41.45	\$23.49	\$67.00	\$42.75	\$24.25	\$67.76	\$42.75	\$25.01	13
Group 3	\$63.98	\$41.30	\$22.68	\$65.44	\$41.95	\$23.49	\$66.85	\$42.60	\$24.25	\$68.26	\$43.25	\$25.01	13
Group 4	\$64.98	\$42.30	\$22.68	\$66.44	\$42.95	\$23.49	\$67.85	\$43.60	\$24.25	\$69.26	\$44.25	\$25.01	13
Group 5	\$65.23	\$42.55	\$22.68	\$66.69	\$43.20	\$23.49	\$68.10	\$43.85	\$24.25	\$69.51	\$44.50	\$25.01	13
Group 6	\$65.33	\$42.65	\$22.68	\$66.79	\$43.30	\$23.49	\$68.20	\$43.95	\$24.25	\$69.61	\$44.60	\$25.01	13
Group 7	\$65.58	\$42.90	\$22.68	\$67.04	\$43.55	\$23.49	\$68.45	\$44.20	\$24.25	\$69.86	\$44.85	\$25.01	13
Group 8	\$66.03	\$43.35	\$22.68	\$67.49	\$44.00	\$23.49	\$68.90	\$44.65	\$24.25	\$70.31	\$45.30	\$25.01	13
WATER FRONT CONSTRUCTION (DREDGING):	9/21/20												
CLAMSHELL OR DIPPER DREDGES:													
Clamshell or Dipper Operator	\$81.83	\$48.52	\$33.31	-	-	-	-	-	-	-	-	-	11,13
Mechanic; Welder; Watch Engineer	\$81.17	\$47.86	\$33.31	-	-	-	-	-	-	-	-	-	13
Deckmate; Bargemate	\$80.77	\$47.46	\$33.31	-	-	-	-	-	-	-	-	-	13
Fire Person; Oiler; Deckhand; Barge Worker	\$79.11	\$45.80	\$33.31	-	-	-	-	-	-	-	-	-	13
HYDRAULIC SUCTION DREDGES:													
Lever Operator	\$81.47	\$48.16	\$33.31	-	-	-	-	-	-	-	-	-	13
Mechanic; Welder	\$81.17	\$47.86	\$33.31	-	-	-	-	-	-	-	-	-	13
Watch Engineer (steam or electric)	\$81.32	\$48.01	\$33.31	-	-	-	-	-	-	-	-	-	13
Dozer Operator	\$81.11	\$47.80	\$33.31	-	-	-	-	-	-	-	-	-	13
Deckmate	\$80.77	\$47.46	\$33.31	-	-	-	-	-	-	-	-	-	13
Winch Operator (stern winch on dredge)	\$80.66	\$47.35	\$33.31	-	-	-	-	-	-	-	-	-	13
Fire Person; Oiler; Deckhand (can operate anchor scow under direction of deckmate); Levee Operator	\$79.11	\$45.80	\$33.31	-	-	-	-	-	-	-	-	-	13
DERRICKS:													
Operator: Derrick, Piledriver, Crane	\$81.83	\$48.52	\$33.31	-	-	-	-	-	-	-	-	-	13
Deckmate; Saurman Type Dragline (up to & including 5 yds.)	\$80.77	\$47.46	\$33.31	-	-	-	-	-	-	-	-	-	13
Saurman Type Dragline (over 5 cu. yds.)	\$81.17	\$47.86	\$33.31	-	-	-	-	-	-	-	-	-	13
Fire Person; Oiler; Deckhand	\$79.11	\$45.80	\$33.31	-	-	-	-	-	-	-	-	-	13
BOAT OPERATORS:													
Master Boat Operator	\$81.47	\$48.16	\$33.31	-	-	-	-	-	-	-	-	-	13
Boat Operator	\$81.32	\$48.01	\$33.31	-	-	-	-	-	-	-	-	-	13
Boat Deckhand	\$79.11	\$45.80	\$33.31	-	-	-	-	-	-	-	-	-	13
WATER WELL DRILLER:	9/16/19												
Water Well Driller	\$46.40	\$35.00	\$11.40	-	-	-	-	-	-	-	-	-	
Water Well Driller Helper	\$32.38	\$22.00	\$10.38	-	-	-	-	-	-	-	-	-	
WELDER:													
Use wages of craft to which welding is incidental, except for Chain-Link Fence Erector. See remark.													10
WINDOW FILM INSTALLER	9/16/19												
	\$23.38	\$22.62	\$0.76	-	-	-	-	-	-	-	-	-	

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

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

REMARKS:

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

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

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

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

REMARKS:

5. Equipment Operator:

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

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

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

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

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

- B. \$1.25 per hour shall be added to the hourly wage while operating a rig suspended by ropes or cables or to perform work on a Yo-Yo Cat.
 - C. In a raise or shaft, a premium of \$.40 per hour will be paid in addition to the regular straight time wage.
 A raise is defined to be an underground excavation (lined or unlined) whose length exceeds its width and the inclination of the grade from the excavation is greater than 20 degrees from the horizontal.
 A shaft is defined to be an excavation (lined or unlined) made from the surface of the earth, generally vertical in nature, but may decline up to 75 degrees from the vertical, and whose depth is greater than 15 feet and its largest horizontal dimension. Includes an underground silo.
 - D. In a tunnel, a premium of \$.30 per hour will be paid in addition to the regular straight time wages.
 A tunnel is defined to be an underground excavation (lined or unlined) whose length exceeds its width and the inclination of the grade from the excavation is no greater than 20 degrees from the horizontal.
- 6. Glazier: \$1.00 per hour shall be added to the hourly wage for height pay for exterior glazing work performed in a walking/working surface with an unprotected side or edge 10 feet or more above a lower level which requires protection from fall hazards by guardrail systems, safety net systems, personal fall arrest systems, position devise systems, fall restraint systems, perimeter safety cables or controlled decking zones.
 - 7. Insulator: Six percent per hour shall be added to the hourly wage for hazardous pay while working from a boatswain chair, staging or free standing scaffolding erected from the ground up or mezzanine floor subject to a free fall and skyclimber suspended from a permanent structure and when working above 40 feet.
 - 8. Ironworker: \$.50 per hour shall be added to the hourly wage while working in tunnels or coffer dams. \$1.00 per hour shall be added to the hourly wage while working under or covered with water (submerged), or on the summits of Mauna Kea, Mauna Loa or Haleakala.
 - 9. Plumber: One and one-half times the straight-time rate for height pay while working from OSHA approved trusses, stacks, towers, tanks, bosun's chair, swinging or rolling scaffolding, supporting structures or on open platforms where the employee is subject to a direct fall of 40 feet or more. Provided, however, that when said work is performed where the employee is on a firm footing within an enclosure, a hazardous condition does not exist regardless of height. \$1.00 per hour shall be added to the straight-time rate while working with flame cutting or any type of welding equipment on any galvanized material or product for at least an hour.
 - 10. Chain-Link Fence Erector: \$1.00 per hour shall be added to the hourly wage while performing welding services.
 - 11. Water Front Construction: Clamshell or Dipper Operator: \$.50 per hour shall be added to the straight-time rate while working with boom (including jib) over 130 feet.
 - 12. Possible wage/fringe option increases:
 Carpenter, Drywall Installer, Lather: Effective WRS #500 - \$0.25; 9/5/22 - \$0.50; 9/4/23 - \$0.50
 Cement Finisher & Plasterer: Effective: WRS #500 - \$0.30; 9/5/22 - \$0.30; 9/4/23 - \$0.30
 Floor Layer: Effective WRS: 3/5/23 - \$0.29
 Ironworker: Effective WRS #500 - \$1.36
 Mason; Bricklayer, Cement Blocklayer; Stone Mason; Precast Sill Setter Pointer-Caulker-Weatherproofer: Effective WRS #500 - \$0.30; 9/5/22 - \$0.30; 9/4/23 - \$0.30
 Painter: Effective WRS #500 - \$0.48
 Roofer: Effective WRS #500 - \$0.80
 Terrazzo, Tile Setter: Effective WRS #500- \$0.30; 9/5/22 - \$0.30; 9/4/23 - \$0.10

REMARKS:

13. Overtime/Holiday must be paid at one and one-half times the basic hourly rate, plus the hourly cost of required fringe, with the following exceptions:

A. Two times the basic hourly rate, plus the hourly cost of required fringe.

Asphalt Paving: Sunday, New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Kamehameha Day, Fourth of July, Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day.

Boilermaker: Sunday, New Year's Day, President's Day, Memorial Day, Kamehameha Day, July 4th, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day.

Diver: Sunday, New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Kamehameha Day, Fourth of July, Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day.

Electrician: Sunday, New Year's Day, Presidents' Day, Memorial Day, Kamehameha Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

Elevator Constructor: Saturday, Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day.

Equipment Operator: Sunday, New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Kamehameha Day, Fourth of July, Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day.

Floor Layer: Labor Day.

Glazier: Sunday.

Helicopter Worker: Sunday, New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Kamehameha Day, Fourth of July, Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day.

Ironworker: Sunday, New Year's Day, Presidents' Day, Memorial Day, Kamehameha Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day.

Plumber: Sunday, New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Kamehameha Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day.

Sheetmetal Worker: Sunday, New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Kamehameha Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day.

Telecommunication: Sunday, New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Truck Driver, except Concrete Mixer & Concrete Mixer/Booster: Sunday, New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Kamehameha Day, Fourth of July, Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day.

Water Front Construction (Dredging): Sunday, New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Kamehameha Day, Fourth of July, Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day.

B. Three times the basic hourly wage, plus the hourly cost of required fringe on Labor Day.

- Carpenter
- Cement Finisher
- Chain Link Fence Erector
- Drywall Installer
- Insulator
- Laborer
- Lather
- Mason
- Plasterer
- Terrazzo
- Tile Setter
- Underground Laborer

APPRENTICE SCHEDULE BULLETIN NO. 499 February 15, 2021
 Rates are applicable only to apprentices who are parties to agreements registered with the Department of Labor
 and where the journeyworker to apprentice ratio is met.

Apprentice Classifications	Interval Hrs	BASIC HOURLY RATE										FRINGE BENEFIT HOURLY RATE	Remarks See Pg 9-10
		1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	Total	
BOILERMAKER	1000	\$25.40	\$27.22	\$29.03	\$30.85	\$32.66	\$34.48					\$31.29	10
CARPENTER													
Indentured After 9/1/02	1000	\$20.20										\$8.67	1,10
"	1000		\$22.73									\$12.99	1,10
"	1000			\$25.25	\$30.30							\$17.09	1,10
"	1000					\$35.35	\$40.40					\$19.09	1,10
"	1000							\$45.45	\$47.98			\$21.09	1,10
(Effective date 8/30/21)													
* CARPENTER													
Indentured After 9/1/02	1000	\$20.50										\$8.67	1,10
"	1000		\$23.06									\$12.99	1,10
"	1000			\$25.63	\$30.75							\$17.09	1,10
"	1000					\$35.88	\$41.00					\$19.09	1,10
"	1000							\$46.13	\$48.69			\$21.09	1,10
CEMENT FINISHER													
Indentured Prior to 9/1/03	1000	\$21.05										\$10.87	2,10
"	1000		\$23.16	\$25.26	\$29.47	\$31.58	\$33.68	\$35.79	\$37.89			\$31.83	2,10
Indentured On or After 9/1/03	1000	\$21.05	\$23.16	\$25.26	\$29.47	\$31.58	\$33.68	\$35.79	\$37.89			\$19.63	2,10
(Effective date 8/30/21)													
* CEMENT FINISHER													
Indentured Prior to 9/1/03	1000	\$21.30										\$10.87	2,10
"	1000		\$23.43	\$25.56	\$29.82	\$31.95	\$34.08	\$36.21	\$38.34			\$31.83	2,10
Indentured On or After 9/1/03	1000	\$21.30	\$23.43	\$25.56	\$29.82	\$31.95	\$34.08	\$36.21	\$38.34			\$19.63	2,10

APPRENTICE SCHEDULE BULLETIN NO. 499 February 15, 2021

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

Apprentice Classifications	Interval Hrs	BASIC HOURLY RATE										FRINGE BENEFIT HOURLY RATE	Remarks See Pg 9-10	
		1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	Total		
CONSTRUCTION EQUIPMENT OPERATOR														
Indentured On or After 9/1/02	1000	\$23.90											\$9.25	3,10
"	1000		\$26.29										\$20.34	3,10
"	1000			\$28.68									\$21.35	3,10
"	1000				\$33.46								\$23.37	3,10
"	1000					\$38.24							\$25.38	3,10
"	1000						\$43.02						\$27.40	3,10
DRYWALL INSTALLER														
Indentured After 9/1/02	1000	\$20.30											\$8.67	10
"	1000		\$22.84										\$12.99	10
"	1000			\$25.38	\$30.45								\$17.09	10
"	1000					\$35.53	\$40.60						\$19.09	10
"	1000							\$45.68	\$48.21				\$21.09	10
(Effective date 8/30/21)														
* DRYWALL INSTALLER														
Indentured After 9/1/02	1000	\$20.60											\$8.67	10
"	1000		\$23.18										\$12.99	10
"	1000			\$25.75	\$30.90								\$17.09	10
"	1000					\$36.05	\$41.20						\$19.09	10
"	1000							\$46.35	\$48.93				\$21.09	10
DRYWALL TAPERS/FINISHERS														
	1000	\$17.24	\$19.40	\$21.55	\$23.71								\$12.45	
	1000					\$25.86							\$14.45	
	1000						\$28.02						\$14.95	
	1000							\$32.33	\$36.64				\$17.45	
ELECTRICIAN (WIRE & LINE INSTALLER)														
"	1000	\$18.04											\$10.18	10
"	1000		\$20.62										\$10.56	10
"	1000			\$23.20									\$17.46	4,10
"	1000				\$25.78								\$18.56	4,10
"	1000					\$28.35							\$19.66	4,10
"	1000						\$30.93						\$20.77	4,10
"	1000							\$33.51					\$21.87	4,10
"	1000								\$36.09				\$22.97	4,10
"	1000									\$41.24			\$25.17	4,10
"	1000										\$46.40		\$27.38	4,10

APPRENTICE SCHEDULE BULLETIN NO. 499 February 15, 2021
 Rates are applicable only to apprentices who are parties to agreements registered with the Department of Labor
 and where the journeyworker to apprentice ratio is met.

Apprentice Classifications	Interval Hrs	BASIC HOURLY RATE										FRINGE BENEFIT HOURLY RATE	Remarks See Pg 9-10	
		1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	Total		
* ELEVATOR CONSTRUCTOR														
"	850	\$31.59											-	10
"	850		\$34.75										\$34.765	10
"	1700			\$41.07	\$44.23	\$50.54							\$34.765	10
FLOOR LAYER														
Indentured after 2/27/94	1000	\$16.55	\$18.39										\$19.81	10
" "	1000			\$20.22	\$22.06								\$25.31	10
" "	1000					\$23.90	\$25.74	\$29.42	\$33.09				\$30.93	10
(Effective: 2/28/21)														
FLOOR LAYER														
Indentured after 2/27/94	1000	\$17.11	\$19.01										\$20.05	10
" "	1000			\$20.91	\$22.81								\$25.55	10
" "	1000					\$24.71	\$26.61	\$30.42	\$34.22				\$31.67	10
GLAZIER														
Indentured On or After 7/1/99	1000	\$17.78											\$32.21	5,10
"	1000		\$19.75										\$32.45	5,10
"	1000			\$21.73									\$32.69	5,10
"	1000				\$23.70								\$32.93	5,10
"	1000					\$27.65							\$33.41	5,10
"	1000						\$29.63						\$33.65	5,10
"	1000							\$31.60					\$33.89	5,10
"	1000								\$33.58				\$34.13	5,10
"	1000									\$35.55			\$34.37	5,10
"	1000										\$37.53		\$34.61	5,10
HEAVY DUTY REPAIRER & WELDER														
Indentured on or after 9/1/02	1000	\$23.90											\$9.25	3,10
"	1000		\$26.29										\$20.34	3,10
"	1000			\$28.68									\$21.35	3,10
"	1000				\$33.46								\$23.37	3,10
"	1000					\$38.24							\$25.38	3,10
"	1000						\$40.63						\$26.40	3,10
"	1000							\$43.02					\$27.40	3,10
"	1000								\$45.41				\$28.42	3,10

APPRENTICE SCHEDULE BULLETIN NO. 499 February 15, 2021

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

Apprentice Classifications	Interval Hrs	BASIC HOURLY RATE										FRINGE BENEFIT HOURLY RATE	Remarks See Pg 9-10	
		1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	Total		
INSULATOR														
Indentured After 5/3/95	2000	\$20.95											\$8.15	6,10
"	2000		\$20.95										\$19.16	6,10
"	2000			\$25.14									\$19.50	6,10
"	2000				\$29.33								\$19.85	6,10
"	2000					\$33.52							\$20.19	6,10
IRONWORKER (REINFORCING & STRUCTURAL)														
Indentured After 10/31/93	1000	\$21.25											\$30.72	7,10
"	1000		\$23.38										\$31.33	7,10
"	1000			\$25.50									\$31.94	7,10
"	1000				\$29.75								\$33.16	7,10
"	1000					\$34.00							\$34.38	7,10
"	1000						\$38.25						\$34.70	7,10
(Effective Date 9/1/21)														
* IRONWORKER (REINFORCING & STRUCTURAL)														
Indentured After 10/31/93	1000	\$21.75											\$30.72	7,10
"	1000		\$23.93										\$31.33	7,10
"	1000			\$26.10									\$31.94	7,10
"	1000				\$30.45								\$33.16	7,10
"	1000					\$34.80							\$34.38	7,10
"	1000						\$39.15						\$34.70	7,10
LABORER I														
CONSTRUCTION CRAFT														
Indentured On or After 9/3/02	1000	\$19.35											\$9.10	1,10
"	1000		\$23.22	\$27.09	\$30.96								\$16.90	1,10
HAZARDOUS WASTE MATERIAL TECHNICIAN														
"	1000	\$19.35											\$7.80	1,10
"	1000		\$23.22	\$27.09	\$30.96								\$15.10	1,10

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APPRENTICE SCHEDULE BULLETIN NO. 499 February 15, 2021
 Rates are applicable only to apprentices who are parties to agreements registered with the Department of Labor
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Apprentice Classifications	Interval Hrs	BASIC HOURLY RATE										FRINGE BENEFIT HOURLY RATE	Remarks See Pg 9-10	
		1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	Total		
(Effective Date 8/30/21)														
LABORER I														
CONSTRUCTION CRAFT														
Indentured On or After 9/3/02	1000	\$19.68											\$9.10	1,10
"	1000		\$23.61	\$27.55	\$31.48								\$16.90	1,10
HAZARDOUS WASTE MATERIAL TECHNICIAN														
"	1000	\$19.68											\$7.80	1,10
"	1000		\$23.61	\$27.55	\$31.48								\$15.10	1,10
* LANDSCAPER	1000	\$17.16											\$7.75	
"	1000		\$18.48	\$19.80	\$21.12								\$11.85	
MASON														
BRICKLAYER														
Indentured prior to 9/1/03	1000	\$22.98											\$10.62	2,10
Indentured On or After 9/1/03	1000	\$22.98	\$25.28	\$27.58	\$32.17	\$34.47	\$36.77	\$39.07	\$41.36				\$19.58	2,10
STONE MASON														
Indentured On or After 9/1/03	1000	\$25.28	\$27.58	\$29.87	\$32.17	\$34.47	\$36.77	\$39.07	\$41.36				\$19.58	2,10
POINTER-CAULKER-WEATHERPROOFER														
Indentured On or After 9/1/03	1000	\$23.11	\$25.42	\$27.73	\$32.35	\$36.97	\$41.59						\$19.58	2,10
(Effective Date 8/30/21)														
* MASON														
BRICKLAYER														
Indentured prior to 9/1/03	1000	\$23.23											\$10.92	2,10
Indentured On or After 9/1/03	1000	\$23.23	\$25.55	\$27.88	\$32.52	\$34.85	\$37.17	\$39.49	\$41.81				\$20.13	2,10
STONE MASON														
Indentured On or After 9/1/03	1000	\$25.55	\$27.88	\$30.20	\$32.52	\$34.85	\$37.17	\$39.49	\$41.81				\$20.13	2,10
POINTER-CAULKER-WEATHERPROOFER														
Indentured On or After 9/1/03	1000	\$23.36	\$25.69	\$28.03	\$32.70	\$37.37	\$42.04						\$20.13	2,10

APPRENTICE SCHEDULE BULLETIN NO. 499 February 15, 2021
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 and where the journeyworker to apprentice ratio is met.

Apprentice Classifications	Interval Hrs	BASIC HOURLY RATE										FRINGE BENEFIT HOURLY RATE	Remarks See Pg 9-10	
		1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	Total		
MILLWRIGHT Indentured After 10/14/19	1000	\$20.30											\$8.67	10
	1000		\$22.84										\$12.99	10
	1000			\$25.38	\$30.45								\$17.09	10
	1000					\$35.53	\$40.60						\$19.09	10
	1000							\$45.68	\$48.21				\$21.09	10
(Effective Date 8/30/21)														
* MILLWRIGHT Indentured After 10/14/19	1000	\$20.60											\$8.67	10
	1000		\$23.18										\$12.99	10
	1000			\$25.75	\$30.90								\$17.09	10
	1000					\$36.05	\$41.20						\$19.09	10
	1000							\$46.35	\$48.93				\$21.09	10
(Effective 1/1/21)														
PAINTER	1000	\$17.51											\$9.50	
"	1000		\$19.45	\$21.40	\$23.34	\$25.29							\$13.00	
"	1000						\$27.23						\$14.00	
"	1000							\$29.18	\$33.07				\$14.75	
* (Effective 7/1/21)														
PAINTER	1000	\$17.51											\$9.50	
"	1000		\$19.45	\$21.40	\$23.34	\$25.29							\$13.00	
"	1000						\$27.23						\$14.00	
"	1000							\$29.18	\$33.07				\$14.75	
PAVING EQUIPMENT OPERATOR	1000	\$25.55											\$9.25	10
"	1000		\$32.52										\$20.79	10
"	1000			\$37.16									\$23.94	10
"	1000				\$41.81								\$28.15	10

APPRENTICE SCHEDULE BULLETIN NO. 499 February 15, 2021

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

Apprentice Classifications	Interval Hrs	BASIC HOURLY RATE										FRINGE BENEFIT HOURLY RATE	Remarks See Pg 9-10
		1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	Total	
PLASTERER Indentured On or After 9/1/03	1000	\$17.48	\$19.66	\$21.85	\$24.03	\$26.21	\$30.58	\$34.95	\$39.32			\$19.63	2,10
(Effective 8/30/21)													
* PLASTERER Indentured On or After 9/1/03	1000	\$17.68	\$19.89	\$22.11	\$24.32	\$26.53	\$30.95	\$35.37	\$39.79			\$19.63	2,10
(Effective 1/3/21)													
PLUMBER: PLUMBER; FIRE SPRINKLER FITTER; REFRIGERATION AIR CONDITIONING; STEAMFITTER-WELDER Indentured On or After 9/2/85	1000	\$18.23										\$10.63	8,10
"	1000		\$18.23									\$10.68	8,10
"	1000			\$21.54								\$13.44	8,10
"	1000				\$21.54							\$13.44	8,10
"	1000					\$24.94						\$14.19	8,10
"	1000						\$24.94					\$14.19	8,10
"	1000							\$29.48				\$15.15	8,10
"	1000								\$29.48			\$15.15	8,10
"	1000									\$34.01		\$15.84	8,10
"	1000										\$34.01	\$15.84	8,10
ROOFER Indentured Prior to 11/1/98	1000	\$18.81	\$20.90	\$25.08								\$15.60	9
"	1000				\$29.26	\$33.44	\$37.62	\$39.71				\$19.85	
Indentured On or After 11/1/98 and Prior to 11/4/12	1000	\$18.81	\$20.90	\$25.08								\$15.60	9
"	1000				\$29.26	\$33.44	\$35.53	\$37.62	\$39.71			\$19.85	
Indentured On or After 11/4/12	2000	\$18.81	\$25.08									\$15.60	9
"	2000			\$33.44	\$37.62							\$19.85	9

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APPRENTICE SCHEDULE BULLETIN NO. 499 February 15, 2021
 Rates are applicable only to apprentices who are parties to agreements registered with the Department of Labor
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Apprentice Classifications	Interval Hrs	BASIC HOURLY RATE										FRINGE BENEFIT HOURLY RATE	Remarks See Pg 9-10
		1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	Total	
(Effective 9/5/21)													
* ROOFER													
Indentured Prior to 11/1/98	1000	\$19.15	\$21.28	\$25.53								\$15.60	9
"	1000				\$29.79	\$34.04	\$38.30	\$40.42				\$19.85	
Indentured On or After 11/1/98 and Prior to 11/4/12	1000	\$19.15	\$21.28	\$25.53								\$15.60	9
"	1000				\$29.79	\$34.04	\$36.17	\$38.30	\$40.42			\$19.85	
Indentured On or After 11/4/12	2000	\$19.15	\$25.53									\$15.60	9
"	2000			\$34.04	\$38.30							\$19.85	9
SHEETMETAL WORKER													
"	1000	\$17.76										\$12.96	10
"	1000		\$19.98									\$13.21	10
"	1000			\$22.20								\$23.58	10
"	1000				\$24.41							\$24.18	10
"	1000					\$26.63						\$24.76	10
"	1000						\$28.85					\$25.37	10
"	1000							\$31.07				\$25.95	10
"	1000								\$33.29			\$26.55	10
"	1000									\$35.51		\$27.13	10
"	1000										\$37.73	\$27.73	10
(Effective: 2/28/21)													
SHEETMETAL WORKER													
"	1000	\$17.97										\$13.15	10
"	1000		\$20.22									\$13.40	10
"	1000			\$22.47								\$23.93	10
"	1000				\$24.71							\$24.51	10
"	1000					\$26.96						\$25.11	10
"	1000						\$29.20					\$25.72	10
"	1000							\$31.45				\$26.32	10
"	1000								\$33.70			\$26.91	10
"	1000									\$35.94		\$27.52	10
"	1000										\$38.19	\$28.12	10

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APPRENTICE SCHEDULE BULLETIN NO. 499 February 15, 2021

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Apprentice Classifications	Interval Hrs	BASIC HOURLY RATE										FRINGE BENEFIT HOURLY RATE	Remarks See Pg 9-10
		1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	Total	
(Effective: 8/29/21)													
* SHEETMETAL WORKER													
"	1000	\$18.25										\$13.15	10
"	1000		\$20.53									\$13.40	10
"	1000			\$22.06								\$23.93	10
"	1000				\$25.10							\$24.51	10
"	1000					\$27.38						\$25.11	10
"	1000						\$29.66					\$25.72	10
"	1000							\$31.94				\$26.32	10
"	1000								\$34.22			\$26.91	10
"	1000									\$36.50		\$27.52	10
"	1000										\$38.79	\$28.12	10
(Effective: 8/22/21)													
TELECOMMUNICATION WORKER (TECHNICIAN I / SPLICER)	1000	\$18.64										\$10.58	10
"	1000		\$20.19									\$10.84	10
"	1000			\$21.74								\$11.10	10
(Effective: 8/22/21)													
TELECOMMUNICATION WORKER (TECHNICIAN I / SPLICER)													
"	1000				\$23.30							\$11.36	10
"	1000					\$24.85						\$11.62	10
"	1000						\$27.95					\$12.16	10
(Effective: 8/22/21)													
* TELECOMMUNICATION WORKER (TECHNICIAN I / SPLICER)	1000	\$19.21										\$10.67	10
"	1000		\$20.81									\$10.93	10
"	1000			\$22.41								\$11.22	10
"	1000				\$24.01							\$11.48	10
"	1000					\$25.61						\$11.74	10
"	1000						\$28.81					\$12.29	10

APPRENTICE SCHEDULE BULLETIN NO. 499 February 15, 2021

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

Apprentice Classifications	Interval Hrs	BASIC HOURLY RATE										FRINGE BENEFIT HOURLY RATE	Remarks See Pg 9-10	
		1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	Total		
TILE SETTER CERAMIC & HARD TILE Indentured Prior to 9/1/03	1000	\$21.75											\$10.62	2,10
"	1000		\$23.93	\$26.10	\$30.45	\$32.63	\$34.80	\$36.98	\$39.15				\$31.27	2,10
Indentured On or After 9/1/03	1000	\$21.75	\$23.93	\$26.10	\$30.45	\$32.63	\$34.80	\$36.98	\$39.15				\$19.92	2,10
(Effective: 8/30/21)														
* TILE SETTER CERAMIC & HARD TILE Indentured Prior to 9/1/03	1000	\$22.20											\$10.62	2,10
"	1000		\$24.42	\$26.64	\$31.08	\$33.30	\$35.52	\$37.74	\$39.96				\$31.27	2,10
Indentured On or After 9/1/03	1000	\$22.20	\$24.42	\$26.64	\$31.08	\$33.30	\$35.52	\$37.74	\$39.96				\$19.92	2,10

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

REMARKS:

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

REMARKS:

10. Overtime/Holiday must be paid at one and one-half times the basic hourly rate, plus the hourly cost of required fringe, with the following exceptions:

A. Two times the basic hourly rate, plus the hourly cost of required fringe.

Boilermaker: Sunday, New Year's Day, Presidents' Day, Memorial Day, Kamehameha Day, July 4th, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day.

Construction Equipment Operator: Sunday, New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Kamehameha Day, Fourth of July, Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day.

Electrician: Sunday, New Year's Day, Presidents' Day, Memorial Day, Kamehameha Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

Elevator Constructor: Saturday, Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day.

Floor Layer: Labor Day.

Glazier: Sunday.

Heavy Duty Repairer & Welder: Sunday, New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Kamehameha Day, Fourth of July, Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day.

Ironworker: Sunday, New Year's Day, Presidents' Day, Memorial Day, Kamehameha Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day.

Paving Equipment Operator: Sunday, New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Kamehameha Day, Fourth of July, Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day.

Plumber: Sunday, New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Kamehameha Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day.

Sheetmetal Worker: Sunday, New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Kamehameha Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day.

Telecommunication Worker: Sunday, New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

B. Three times the basic hourly wage, plus the hourly cost of required fringe on Labor Day.

Carpenter

Cement Finisher

Drywall Installer

Insulator

Construction Craft Laborer

Mason

Plasterer

Tile Setter

Years 2021 and 2022

Holidays to be observed by the HAWAII STATE GOVERNMENT

www.dhrd.hawaii.gov

Website where State Holiday Schedule posted

Year 2021 HAWAII STATE HOLIDAYS

<u>(Hawaii Rev. Statutes, Sec. 8-1)</u>	<u>Day Observed in 2021</u>	<u>Official Date Designated in Statute/Constitution</u>
New Year's Day.....	Jan. 1, Friday	The first day in January
Dr. Martin Luther King, Jr. Day.....	Jan. 18 Monday	The third Monday in January
Presidents' Day.....	Feb. 15 Monday	The third Monday in February
Prince Jonah Kuhio Kalaniana'ole Day.....	Mar. 26 Friday	The twenty-sixth day in March
Good Friday.....	April 2 Friday.....	The Friday preceding Easter Sunday
Memorial Day.....	May 31 Monday	The last Monday in May
King Kamehameha I Day.....	June 11 Friday.....	The eleventh day in June
Independence Day.....	July 5 Monday	The fourth day in July
Statehood Day.....	Aug. 20 Friday.....	The third Friday in August
Labor Day.....	Sept. 6 Monday	The first Monday in September
Veterans' Day.....	Nov 11 Thursday	The eleventh day in November
Thanksgiving.....	Nov. 25 Thursday	The fourth Thursday in November
Christmas.....	Dec. 24 Friday	The twenty-fifth day in December

Year 2022 HAWAII STATE HOLIDAYS

<u>(Hawaii Rev. Statutes, Sec. 8-1)</u>	<u>Day Observed in 2022</u>	<u>Official Date Designated in Statute/Constitution</u>
New Year's Day.....	Dec. 31, Friday	The first day in January
Dr. Martin Luther King, Jr. Day.....	Jan. 17 Monday	The third Monday in January
Presidents' Day.....	Feb. 21 Monday	The third Monday in February
Prince Jonah Kuhio Kalaniana'ole Day.....	Mar. 25 Friday	The twenty-sixth day in March
Good Friday.....	April 15 Friday	The Friday preceding Easter Sunday
Memorial Day.....	May 30 Monday	The last Monday in May
King Kamehameha I Day.....	June 10 Friday.....	The eleventh day in June
Independence Day.....	July 4 Monday	The fourth day in July
Statehood Day.....	Aug. 19 Friday	The third Friday in August
Labor Day.....	Sept. 5 Monday	The first Monday in September
Election Day.....	Nov. 8 Tuesday.....	The first Tuesday in November following the first Monday of even numbered years (<i>Hawaii State Constitution, Article 2-Section 8</i>)
Veterans' Day.....	Nov 11 Friday	The eleventh day in November
Thanksgiving.....	Nov. 24 Thursday	The fourth Thursday in November
Christmas.....	Dec. 26 Monday	The twenty-fifth day in December

Instructions for Bid Submittal

General Instructions for Bid Submittal

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

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

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

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

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

I. PROPOSAL REQUIREMENTS AND CONDITIONS

A. QUALIFICATION OF BIDDERS.

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

B. NOTICE OF INTENTION TO BID

1. In accordance with Section 103D-310, Hawaii Revised Statutes, and Section 3-122-108, Hawaii Administrative Rules, a written Notice of Intention to Bid, herein after “Notice” must be submitted to the Chairman, the Head of the Purchasing Agency (HOPA) who is the officer responsible for this procurement. The Notice may be faxed, hand carried, mailed, or e-mailed to the office indicated in the Notice.
2. The written Notice must be received by the DHHL no later than the date and time specified in the Notice to Bidders. The written Notice will be time stamped when received by DHHL. The time designated by the time stamping device in DHHL shall be official. If the written Notice is hand carried, then the bearer is responsible to ensure that the Notice is time stamped by DHHL. If the Notice is delivered through facsimile (fax) machine, the time of receipt by DHHL’s fax machine shall be official. If the Notice is sent by email, the time indicated in the date and time field of the email as received by DHHL shall be official.
3. It is the responsibility of the prospective Bidder to ensure that the written Notice is received in time and the Department assumes no responsibility for failure of timely delivery caused by the prospective Bidder or by any method of conveyance chosen by the prospective Bidder. DHHL shall use best efforts to return a signed acknowledgement of receipt of Notice from Bidder(s).

4. If two (2) or more prospective Bidders desire to bid jointly as a joint venture on a single project, they must file an affidavit of joint venture with their Notice. Such affidavit of joint venture will be valid only for the specific project for which it is filed. No further license is required when all parties to the joint venture possess current and appropriate contractor's licenses. Joint ventures are required to be licensed in accordance with Chapter 444 of the Hawaii Revised Statutes, as amended, and the rules and regulations of the Contractor's License Board when any party to the joint venture agreement does not hold a current or appropriate contractor's license. The joint venture must be registered with the office of the Director of Commerce and Consumer Affairs in accordance with Chapter 425 of the Hawaii Revised Statutes, as amended.
5. No persons, firm or corporation may bid where (1) the person, firm, or corporation, or (2) a corporation owned substantially by the person, firm, or corporation, or (3) a substantial stockholder or an officer of the corporation, or (4) a partner or substantial investor in the firm is in arrears in any payment owed to the State of Hawaii or any of its political subdivisions or is in default of any obligation to the State of Hawaii or to all or to any of its political subdivisions, including default as a surety or failure to perform faithfully and diligently any previous contract with DHHL.

C. STANDARD QUALIFICATION QUESTIONNAIRE FOR OFFERORS

1. Prospective Bidders shall submit answers to questions contained in the STANDARD QUALIFICATION QUESTIONNAIRE FOR OFFERORS (SPO Form-021), hereinafter "Questionnaire" properly executed and notarized, setting forth a complete statement of the experience of such prospective Bidder and its organization in performing similar work and a statement of the equipment proposed to be used, together with adequate proof of the availability of such equipment. The Questionnaire shall be submitted to the location on or prior to the date and time set forth in the Notice to Bidders. . The Questionnaire will be time stamped when received by DHHL. The time designated by the time stamping device in DHHL shall be official. If the Questionnaire is hand carried, then the bearer is responsible to ensure that the notice is time stamped by DHHL. Email and fax machine transmissions are not acceptable in whole or in part. If the information in the Questionnaire proves satisfactory, the Bidder's proposal will be received. All information contained in the answers to the Questionnaire shall be kept confidential. The Questionnaire will be returned to the Bidder after it has served its purpose. Prior Questionnaires submitted for other Notice to Bidders are not acceptable.
2. If upon review of the Questionnaire, or otherwise, the Bidder appears not fully qualified or able to perform the intended work, the HOPA shall, after affording the Bidder an opportunity to be heard and if still of the opinion that the Bidder is not fully qualified to perform the work, refuse to receive or to consider any bid offered by the prospective Bidder.

3. Failure to complete and submit the prequalification questionnaire by the designated deadline will be sufficient cause for DHHL to disqualify a prospective Bidder.

D. PROPOSAL FORM

1. Prospective Bidders are being furnished with the Bid Offer Form, hereinafter "Proposal" giving the location, description, and the contract time of the work contemplated for which a Total Sum bid price is asked, containing a schedule of items, together with estimated quantities of work to be performed and materials to be furnished, for which unit bid prices and/or lump sum bid prices are asked.
2. All papers bound with or attached to the Proposal shall be considered a part thereof and shall not be detached or altered when the Proposal is submitted.
3. The drawings, specifications and other documents designated in the Proposal will also be considered a part thereof whether attached or not.
4. When quantities for individual items of work are listed in the Proposal for which respective unit prices are asked, said quantities are estimated or approximate and are to be used by DHHL only for the purpose of comparing on a uniform basis bids offered for the work. DHHL does not, expressly or by implication agree that the actual quantity of work will correspond therewith.
5. On unit price bids, payment will be made only for the actual number of units incorporated into the finished project at the unit price bid, subject to DHHL Construction General Conditions (CGC), Section 4.7, VARIATIONS IN ESTIMATED QUANTITIES.
6. The Bidder's Offer/Bid must be submitted on the Proposal form furnished by DHHL. The Bidder's Offer/Bid must be prepared in full accordance with the instructions herein. The Bidder must state, both in words and numerals, the lump sum price or total sum bid at which the work contemplated is proposed to be done. These prices must be written in ink or typed. In case of a discrepancy between the prices written in words and those written in figures, the words shall govern over the figures. The Bidder shall sign the Proposal in the spaces provided with ink.
7. If the Proposal is made by an individual, the person's name and post office address must be shown in the space provided. If made by a partnership, the name and post office address of each member of the partnership must be shown and the Proposal signed by all partners or evidence in the form of a partnership agreement must be submitted showing the authority of the partner to enter, on behalf of said partnership, into contract with the Department. If made by a corporation the Proposal must show the name, title and business address of the president, secretary and treasurer and also evidence in the form of a Corporate Resolution must be submitted showing the authority of the particular corporate representative to enter on behalf of said corporation into contract with DHHL. If made by a joint-venture

the name and post office address of each member of the individual firm, partnership or corporation comprising the joint-venture must be shown with other pertinent information required of individuals, partnerships or corporations as the case may be. The Proposal must be signed by all parties to the joint-venture or evidence in the form of a Joint-Venture Agreement must be submitted showing the authority of the joint-venture's representative to enter on behalf of said joint-venture into contract with the Department. If made by a Limited Liability Corporation (LLC), the Proposal must identify all of its members and show the authority of its member to enter on behalf of said LLC.

8. Pursuant to the requirements of Section 103D-302, HRS, each Bidder shall include in its bid the name of each person or firm to be engaged by the Bidder on the project as joint contractor or subcontractor indicating also the nature and scope of work to be performed by such joint contractor and/or subcontractor and their respective contractor's license number. A joint contractor or subcontractor performing less than or equal to one percent of the total bid amount is not required to be listed in the proposal. The Bidder shall be solely responsible for verifying that their joint contractor or subcontractor has the proper license at the time of the submitted bid.
9. It is understood and agreed that the Contractor shall make no claim for anticipated profit, loss of profit or unabsorbed field, branch or home office overhead and impact losses due to the exercise of the Departments right to eliminate entire portions of the work or to increase or decrease any or all the quantities shown in the proposal form.
10. By submitting an offer/bid on the Proposal, a Bidder accepts the language therein as its own.

E. BID SECURITY

1. Subject to the exceptions in Section 3-122-223(d) HAR, all lump sum bids of \$50,000 (fifty thousand dollars) and higher, or lump sum base bids including alternates of \$50,000 (fifty thousand dollars) and higher, that are not accompanied by bid security are non-responsive. Bid security shall be one of the following, in conformance with §3-122-222(a) HAR:
 - a. Surety bid bond underwritten by a company licensed to issue bonds in this State; or
 - b. Legal Tender; or
 - c. Certificate of Deposit; credit union share certificate; or cashier's, treasurer's, teller's or official check drawn by, or a certified check accepted by, and payable on demand to the State by a bank, a savings institution, or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration. Company or personal checks are not considered "official checks" and will not be accepted.

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

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

The Bidder shall carefully examine the project site and study all Contract Documents (as defined in the DHHL Construction General Conditions) and any documents or items

referenced therein and contract and bond forms therefore. The submission of an Offer/Bid shall be considered as a warranty that the Bidder has made such examination and is informed of the conditions to be encountered in performing the Work and of the requirements of the Contract Documents and any documents and items referenced therein, and contract and bonds.

G. ADDENDA AND BID CLARIFICATIONS

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

H. SUBSTITUTION OF MATERIALS AND EQUIPMENT BEFORE BID OPENING

1. Brand names of materials or equipment are specified or shown on the drawings to indicate a quality, style, appearance or performance and not to limit competition. The Bidder shall base its bid on one of the specified brand names unless alternate brands are qualified as equal or better in an addendum. Qualifications of such proposed alternate brands shall be submitted in writing and addressed to the Project Manager. The face of the envelope containing the request must be clearly marked "SUBSTITUTION REQUEST". The request may be hand carried or mailed to DHHL, 91-5420 Kapolei Parkway, Kapolei, Hawaii, 96707. In either case, the written request must be received by DHHL no later than fourteen (14) days before the bid opening date and time specified in the Notice to Bidders. The written request will be time stamped by DHHL. For the purpose of this section, the time designated by the time stamping device in DHHL shall be official. If the written request is

hand carried, the bearer is responsible to ensure that the request is time stamped by DHHL.

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

I. DELIVERY OF PROPOSALS.

The entire proposal shall be placed together with the bid security, in a sealed envelope and delivered as indicated in the Notice to Bidders. Proposals which do not comply with this requirement may not be considered. Proposals will be received up to the time fixed in the Notice to Bidders. The time designated by the time stamping device in DHHL shall be official.

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

1. Withdrawal of Proposals:
 - (a) A signed, written notice received in the office designated in the solicitation; or
 - (b) A signed written notice faxed or e-mailed to the office designated in the solicitation.
2. Modification of Proposals:
 - (a) A signed written notice received in the office designated in the solicitation, accompanied by a duly executed certificate of resolution for corporations, partnerships and joint-ventures, stating that a modification to the proposal is submitted; and
 - (b) The actual modification sealed securely in a separate envelope or container, accompanying the written notice.

- (c) The modification may be sent by fax or email, provided that the originals must be submitted within two working days of the fax or email.

K. PUBLIC OPENING OF PROPOSALS.

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

L. DISQUALIFICATION OF BIDDERS. Any one or more of the following causes will be considered as sufficient for the disqualification of a Bidder and the rejection of its proposal or proposals:

1. Non-compliance with Section I.A. QUALIFICATION OF BIDDERS;
2. Evidence of collusion among Bidders;
3. Lack of responsibility and cooperation as shown by past work such as failing to complete all of the requirements to close the project within a reasonable time or engaging in a pattern of unreasonable or frivolous claims for extra compensation;
4. Being in arrears on existing contracts with the State of Hawaii, or having defaulted on a previous contract with the State of Hawaii;
5. Lack of proper equipment and/or sufficient experience to perform the work contemplated, as revealed by the Standard Qualification Questionnaire and Financial Statement for Bidders;
6. No contractor's license or a contractor's license which does not cover type of work contemplated;
7. More than one proposal for the same work from an individual, firm, partnership, corporation or joint venture under the same or different name;
8. Delivery of bids after the deadline specified in the advertisement calling for bids;
9. Failure to pay, or satisfactorily settle, all bills overdue for labor and materials of former contracts in force at the time of issuance of proposal forms; and/or
10. Debarment or suspension pursuant to the provisions of Chapters 103D, 104 and 444, Hawaii Revised Statutes, as amended.

M. PROTESTS

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

N. WRONGFUL REFUSAL TO ACCEPT A BID.

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

II. AWARD AND EXECUTION OF CONTRACT

A. CONSIDERATION OF PROPOSALS; CANCELLATION.

After the proposals are opened and read, the figures will be extended and/or totaled in accordance with the bid prices of the acceptable proposals and the totals will be compared and the results of such comparison shall be made public.

In the event of a tie bid, the low Bidder shall be determined in accordance with HAR 3-122-34.

In the comparison of bids, words written in the proposals will govern over figures and unit prices will govern over totals.

Until the award of the contract, DHHL may cancel the solicitation, reject any and all bids/proposals in whole or part and may waive any defects or technicalities whenever such action is deemed to be in the best interest of DHHL.

B. IRREGULAR PROPOSALS.

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

1. If the proposal is unsigned.
2. If bid security is not in accordance with Section I.E. BID SECURITY.
3. If proposal is on a form other than that furnished by the Department; or if the form is altered or any part thereof detached.
4. If the proposal shows any non-compliance with applicable law, alteration of form, additions not called for, conditional bids, incomplete bids, non-initialed erasures, other defects, or if the prices are obviously unbalanced.
5. If the Bidder adds any provisions reserving the right to accept or reject an award.
6. If the Bidder adds any provisions reserving the right to enter into a contract pursuant to an award.
7. When a proposal is signed by an officer or officers of a corporation and a currently certified corporate resolution authorizing such signer(s) to submit such proposal is not submitted with the proposal or when the proposal is signed by an agent other than the officer or officers of a corporation or a member of a partnership and a power of attorney is not submitted with the proposal.

8. Where there is an incomplete or ambiguous listing of joint contractors and/or subcontractors the proposal may be rejected. All work which is not listed as being performed by joint contractors and/or subcontractors must be performed by the Bidder with its own employees. Additions to the list of joint contractors or subcontractors will not be allowed. Whenever there is a doubt as to the completeness of the list, the Bidder will be required to submit within five (5) working days, a written confirmation that the work in question will be performed with its own work force. Whenever there is more than one joint contractor and/or subcontractor listed for the same item of work, the Bidder will be required to either confirm in writing within five (5) working days that all joint contractors or subcontractors listed will actually be engaged on the project or obtain within five (5) working days written releases from those joint contractors and/or subcontractors who will not be engaged.
9. If in the opinion of the HOPA, the Bidder and/or its listed subcontractors do not have the contractor's licenses or combination of contractor's licenses necessary to complete all of the work.

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

1. Corrections to bids after bid openings but prior to award may be made under the following conditions:
 - (a) If the mistake is attributable to an arithmetical error, the HOPA shall so correct the mistake. In case of error in extension of bid price, the unit price shall govern.
 - (b) If the mistake is a minor informality which shall not affect price, quantity, quality, delivery, or contractual conditions, the Bidder shall request correction by submitting proof of evidentiary value which demonstrates that a mistake was made. The HOPA shall prepare a written approval or denial in response to this request. Examples of such mistakes include:
 - (1) Typographical errors;
 - (2) Transposition errors;
 - (3) Failure of a Bidder to sign the bid, but only if the unsigned bid is accompanied by other material indicating the Bidder's intent to be bound.
 - (c) For reasons not allowable under Subsections II.C.1.(a) and II.C.1.(b) when the HOPA determines that the correction or waiver of an obvious mistake is in the best interest of DHHL or is warranted for the fair treatment of other Bidders.
2. Withdrawal of bids after bid opening but prior to award may be made when the bid contains a mistake attributable to an obvious error which affects price, quantity, quality, delivery, or contractual conditions, and the Bidder requests withdrawal by

submitting proof of evidentiary value which demonstrates that a mistake was made. The HOPA shall prepare a written approval or denial in response to this request.

3. Correction or withdrawal of bids after award is not permissible except in response to a written withdrawal or correction request by the Contractor, and the HOPA makes a written determination that DHHL's procurement practices and policies would not be materially affected by such correction or withdrawal.

D. AWARD OF CONTRACT

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

E. CANCELLATION OF AWARD.

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

F. RETURN OF BID SECURITY.

All bid securities, except those of the four (4) lowest Bidders, will be returned following the opening and checking of the proposals. The retained bid securities of the four lowest Bidders will be returned within five (5) working days following the complete execution of the contract, including the certification of contract funding.

G. REQUIREMENT OF PERFORMANCE AND PAYMENT BONDS

1. Performance bond and Payment Bond shall be required for contracts \$50,000 (fifty thousand dollars) and higher. At the time of the execution of the contract, the successful Bidder shall file good and sufficient performance bond and payment bond on the form furnished by the Department, **each** in an amount equal to one hundred percent (100%) of the amount of the contract price unless otherwise stated in the solicitation of bids. Bidders may use its own form, which complies with similar content in DHHL's bond forms.

Acceptable performance and payment bonds shall be limited to the following:

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

H. EXECUTION OF THE CONTRACT

1. The contract shall be signed by the successful Bidder and returned, together with satisfactory performance and payment bonds, within ten (10) calendar days after the Bidder is awarded the contract for execution or within such further time as the

HOPA may allow. No proposal or contract shall be considered binding upon the DHHL until the contract has been fully and properly executed by all parties thereto. For projects funded with State Capital Improvement Project (CIP) funds, the HOPA shall also endorse thereon its certificate, as required by Section 103D-309, HRS, that there is an available unexpended appropriation or balance of an appropriation over and above all outstanding contracts sufficient to cover DHHL's amount required by such contract.

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

I. FAILURE TO EXECUTE THE CONTRACT

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

J. PRE-CONSTRUCTION CONFERENCE

A pre-construction conference will be conducted prior to the issuance of a Notice to Proceed.

IFB Checklist for Bidders

IFB-21- HHL-002

PANAEWA LOT 185 SITE IMPROVEMENTS

Items required prior to Bid Opening:

- Notice of Intention to Bid, no later than 2:00 p.m., MARCH 2, 2021.
- SPO Form 21 (Standard Qualification Questionnaire), submitted to DHHL, Land Development Division by 2:00 p.m., MARCH 10, 2021.

Items required with Sealed Bid:

- Bid Package Envelope Cover (with the words “Sealed Bid”), included with this IFB.
The Envelope Cover Form shall be used for Sealed Bid Envelopes. The cover form should be glued or taped to the front of the bid envelope and the information type- written or printed clearly in ink.
- Bid Offer Form (included with this IFB)
The total sum bid amount must be typed or clearly written in both numbers and words in the appropriate space on the Bid Offer Form. Illegible writing on any portion of the Bid Offer Form, except for the signee’s signature, may be grounds for considering a Bid “non-responsive”.
- Corporate Resolution (Indicating who is authorized to sign bid documents and contracts), Or other authorizations required for partnerships, joint ventures, and Limited Liability Corporations.
- Bid Security (Surety companies executing bonds must appear on the U.S. Department of the Treasury's Listing of Certified Companies:
https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_a-z.htm)
- Form 1 – Certification of Bidder’s Participation in Approved Apprenticeship Program Under Act 17 (Apprenticeship Agreement Preference, if any).

DEPARTMENT OF HAWAIIAN HOME LANDS

PANAEWA LOT 185 SITE IMPROVEMENTS

230 MAHIAI STREET, HILO, HAWAII

IFB-21-HHL-002

SEALED BID

Submitted by:

Address:

Date:

Bid Package Envelope Cover

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

BID OFFER FORM FOR

PANAEWA LOT 185 SUBDIVISION

HILO, SOUTH HILO, HAWAII

TAX MAP KEYS: (3) 2 – 2 – 061: 002

IFB NO.: IFB-21-HHL-002

Mr. William Aila, Jr., Chairman
Hawaiian Homes Commission
Department of Hawaiian Home Lands
91-5420 Kapolei Parkway
Kapolei, Hawaii 96707

Dear Mr. Aila:

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-21-HHL-002. 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-21-HHL-022 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-21-HHL-002 for the Department of Hawaiian Home Lands.

PANAWEA LOT 185 SUBDIVISION

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 inclusive of general excise tax (GET).

Item No.	Estimated Quantity	Description	Unit Price	Total
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The prices bid herein for the following items shall include all materials, labor, tools, equipment, machinery and all incidentals necessary to install or to construct these items in place complete, all in accordance with the plans and specifications.

MASS GRADING

1.	4.5	Acres, Clearing and Grubbing, including handling and removal of vegetation, unsuitable material, and debris off of DHHL Lands.	Per Acre	\$ _____	\$ _____
2.	4,923	Cu. yds., Unclassified excavation for roads (embankment = 352 cu. yds.).	Per Cu. Yd.	\$ _____	\$ _____
3.	3,534	Cu. yds., Unclassified site excavation (embankment = 2,667 cu. yds.).	Per Cu. Yd.	\$ _____	\$ _____
4.	1,030	Cu. yds., Unclassified excavation for drainage improvements (embankment = 0 cu. yds.).	Per Cu. Yd.	\$ _____	\$ _____
TOTAL – MASS GRADING (Items 1 to 4 inclusive)					<u><u>\$ _____</u></u>

ROAD CONSTRUCTION

5.	112,300	Sq. ft., Fine grading of roadway.	Per Sq. Ft.	\$ _____	\$ _____
6.	3,765	Sq. yds., Base Course, 4” thick.	Per Sq. Yds.	\$ _____	\$ _____
7.	5,520	Sq. yds., Base Course, 6” thick.	Per Sq. Yds.	\$ _____	\$ _____
8.	3,765	Sq. yds., Subbase Course, 6” thick.	Per Sq. Yds.	\$ _____	\$ _____

9.	5,550	Sq. yds., Asphaltic concrete pavement, 2” thick.		
			Per Sq. Yds.	\$ _____ \$ _____
10.	3,800	Sq. yds., Asphaltic concrete pavement, 3” thick.		
			Per Sq. Yds.	\$ _____ \$ _____
11.	L.S.	Remove existing asphalt concrete pavement (2,500 Sq. Yds.).		
			Lump Sum	\$ _____
12.	L.S.	Remove existing fence and rock wall (425 Lin. Ft.).		
			Lump Sum	\$ _____
13.	7	Each, Standard County street survey monument.		
			Each	\$ _____ \$ _____
14.	4	Each, Standard street name sign.		
			Each	\$ _____ \$ _____
15.	11	Each, Traffic sign with post.		
			Each	\$ _____ \$ _____
16.	L.S.	End-of-Road Barrier, including guard rail, reflector signs and posts, as shown in the plans, in place complete.		
			Lump Sum	\$ _____
17.	L.S.	Centerline pavement striping, intersection markings and raised pavement markers.		
			Lump Sum	\$ _____
18.	L.S.	Edge of pavement striping and raised pavement markers.		
			Lump Sum	\$ _____
		TOTAL – ROAD CONSTRUCTION (Items 5 to 18 inclusive)		\$ _____

WATERLINE SYSTEM

19.	1350	Lin. Ft., 6-inch D.I. Waterline, as shown in the plans, in place complete.		
			Lin. Ft.	\$ _____ \$ _____

20.	280	Lin. Ft., 4-inch D.I. Waterline, as shown in the plans, in place complete.	Lin. Ft.	\$ _____	\$ _____
21.	3	Each, Fire hydrant connection and assembly, as shown in the plans, in place complete.	Each	\$ _____	\$ _____
22.	8	Each, Service Lateral Connection and appurtenances, as shown in the plans, in place complete.	Each	\$ _____	\$ _____
23.	4	Each, Gate Valve and Box, as shown in the plans, in place complete.	Each	\$ _____	\$ _____
24.	2	Each, Air Relief Valve and Box, as shown in the plans, in place complete.	Each	\$ _____	\$ _____
25.	1	Each, Connection to Existing 8-inch main, as shown in the drawings, in place complete.	Each	\$ _____	\$ _____
TOTAL – WATERLINE SYSTEM (Items 19 to 25 inclusive)					<u><u>\$ _____</u></u>

DRAINAGE SYSTEM

26.	6	Each, V-Grate 20-foot Deep Drywell, as shown in the plans, in place complete.	Each	\$ _____	\$ _____
27.	4	Each, V-Grate Drain Inlet Box, as shown on the plans, in place complete.	Each	\$ _____	\$ _____
28.	200	Lin. Ft., 18-inch dia. Connector Drainpipe, as shown on the plans, in place complete.	Lin. Ft.	\$ _____	\$ _____
29.	2,400	Sq. Yds., Grassing of Drainage Swales, including Hydro-Mulch Seeding and 90-day Maintenance, in place complete.	Sq. Yds.	\$ _____	\$ _____
TOTAL – DRAINAGE SYSTEM (Items 26 to 29 inclusive)					<u><u>\$ _____</u></u>

MISCELLANEOUS ITEMS

30.	L.S.	Trench Excavation and Backfill for Gas Line and Appurtenances, in place complete. Pipeline Installation by Hawaii Gas.	Lump Sum	\$ _____
31.	L.S.	6' x 22' x 6" Thick Concrete Slab, 11 Bollards, and 10' x 26' x 6' High Fence Enclosure for Gas Tank, in place complete. Gas tank installed by Hawaii Gas.	Lump Sum	\$ _____
32.	7	Each, Street Light, in place complete.	Each \$ _____	\$ _____
33.	L.S.	Gang Mailbox, with 11' x 4'-4" x 9" Thick Concrete Slab and 9" Compacted Base Course, in place complete.	Lump Sum	\$ _____
34.	L.S.	Project Sign including installation and removal; In place complete.	Lump Sum	\$ _____
35.	L.S.	Temporary Traffic Control.	Lump Sum	\$ _____
36.	L.S.	Installation, Maintenance, Monitoring and Removal of BMP, Including Silt Fence, Filter Sock, Temporary Erosion Control, Sediment Control Filter, Dust Control, and 12" Thick Ingress/Egress Gravel Access (30'x50'); In place complete.	Lump Sum	\$ _____
37.	L.S.	Permanent Erosion Control Measures for all graded areas, including grassing, watering and maintenance; In place complete.	Lump Sum	\$ _____
38.	L.S.	Abandon existing cesspool (approx. size 6 foot diameter by 15 feet deep) in accordance with DOH rules.	Lump Sum	\$ _____

39.	Allowance	Archaeological work, including monitoring and miscellaneous work as directed by the archaeologist with the approval of DHHL.	Allowance	\$ <u>20,000</u>
40.	Allowance	Removal of abandoned vehicles, trash, or dumped items, including hauling and disposal.	Allowance	\$ <u>5,000</u>
41.	Allowance	Additional drainage improvements or other work as directed by the Engineer.	Allowance	\$ <u>25,000</u>
42.	Allowance	Contingency	Allowance	\$ <u>100,000</u>
43.	Allowance	Joint Pole Agreement	Allowance	\$ <u>16,800</u>
44.	Allowance	HECO – HI Installation Fees	Allowance	\$ <u>150,000</u>
TOTAL – MISCELLANEOUS ITEMS (Items 30 to 44 inclusive)				\$ <u> </u>

RECAPITULATION

TOTAL – MASS GRADING (Items 1 to 4 inclusive)	\$ _____
TOTAL – ROAD CONSTRUCTION (Items 5 to 18 inclusive)	\$ _____
TOTAL – WATERLINE SYSTEM (Items 19 to 25 inclusive)	\$ _____
TOTAL – DRAINAGE SYSTEM (Items 26 to 29 inclusive)	\$ _____
TOTAL – MISCELLANEOUS ITEMS (Items 30 to 44 inclusive)	\$ _____
TOTAL - SUM BID (Items 1 to 44, inclusive)	\$ _____

TOTAL SUM BID = \$ _____

Dollars (\$ _____) .

The prices herein for the above items shall include all materials, labor, tools, equipment, machinery and all incidentals necessary, inclusive 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 For Vendors select *Hawaii Products Preferences* 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 **2:00 p.m., February 26, 2021**. 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 no later than eight (8) days prior to the bid opening.

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

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

Change in Availability of Hawaii product. In the event of any change that materially alters the offeror's ability to supply Hawaii products, the offeror shall notify the procurement officer in writing no later than five working days from when the offeror knows of the change and the parties shall enter into discussions for the purposes of revising the contract or terminating the contract for convenience.

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

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

APPRENTICESHIP AGREEMENT PREFERENCE

Section 103-55.6, HRS, (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 the Hawai'i Apprenticeship Agreement Preference will be taken into consideration to determine the low bidder, the contract awarded shall be the original bid amount, exclusive of any preferences. The preference is only for evaluation purposes.

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

METHOD OF AWARD

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

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

It is further understood and agreed that:

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

OTHER CONDITIONS

- 1) The liquidated damages per working day for failure to complete the work on time have been determined and are noted in the Special Conditions 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
CONTRACT FOR GOODS OR SERVICES
BASED UPON
COMPETITIVE SEALED BIDS

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

RECITALS

- A. The STATE desires to retain and engage the CONTRACTOR to provide the goods or services, or both, described in this Contract and its attachments, and the CONTRACTOR is agreeable to providing said goods or services, or both.
- B. The STATE has issued an invitation for competitive sealed bids, and has received and reviewed bids submitted in response to the invitation.
- C. The solicitation for bids and the selection of the CONTRACTOR were made in accordance with section 103D-302, Hawaii Revised Statutes ("HRS"), Hawaii Administrative Rules, Title 3, Department of Accounting and General Services, Subtitle 11 ("HAR"), Chapter 122, Subchapter 5, and applicable procedures established by the appropriate Chief Procurement Officer ("CPO").
- D. The CONTRACTOR has been identified as the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation.
- E. Pursuant to _____ HHCA of 1920, as amended _____, the STATE
(Legal authority to enter into this Contract)
 is authorized to enter into this Contract.
- F. Money is available to fund this Contract pursuant to:
 (1) Hawaiian Homes Trust Fund _____
(Identify state sources)
 or (2) _____
(Identify federal sources)
 or both, in the following amounts: State \$ _____
 Federal \$ _____

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

- 1. Scope of Services. The CONTRACTOR shall, in a proper and satisfactory manner as determined by the STATE, provide all the goods or services, or both, set forth in the Invitation for Bids number IFB-21-HHL-002 ("IFB") * and the CONTRACTOR'S accepted bid ("Bid"), both of which, even if not physically attached to this Contract, are made a part of this Contract.
- 2. Compensation. The CONTRACTOR shall be compensated for goods supplied or services performed, or both, under this Contract in a total amount not to exceed _____
 * and summarized in Attachment S-1

TBD

DOLLARS

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

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

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

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

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

7. Liquidated Damages. Liquidated damages shall be assessed in the amount of ONE THOUSAND and 00/100 DOLLARS (\$ 1,000.00) per day, in accordance with the terms of paragraph 9 of the General Conditions.

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

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

STATE

(Signature)

William J. Aila, Jr.

(Print Name)

Chairman, Hawaiian Homes Commission

(Print Title)

(Date)

CONTRACTOR

(Name of Contractor)

(Signature)

(Print Name)

(Print Title)

(Date)

CORPORATE SEAL
(If available)

APPROVED AS TO FORM:

Deputy Attorney General

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



STATE OF HAWAII

CONTRACTOR'S

STANDARDS OF CONDUCT DECLARATION

For the purposes of this declaration:

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

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

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

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

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

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

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

CONTRACTOR

By _____
(Signature)

Print Name _____

Print Title _____

Name of Contractor _____

Date _____



STATE OF HAWAII
SCOPE OF SERVICES

Project: PANAEWA LOT 185 SITE IMPROVEMENTS
Location: 230 MAHIAI STREET, HILO, HAWAII
Contractor: tbd

Pursuant to 103D, Hawaii Revised Statutes, the CONTRACTOR shall perform and provide the Scope of Services listed below and detailed in Invitation for Bids IFB-21-HHL-002 and in CONTRACTOR's proposal submitted on MARCH 12, 2021, in a proper and satisfactory manner as determined by the STATE and in accordance with all Federal, State and local laws, both of which are incorporated by reference.

- I Mass Grading (Items 1 to 4 inclusive)
- II Road Construction (Items 5 to 18, inclusive)
- III Water Line System (Items 19 to 25, inclusive)
- IV Drainage System (Items 26 to 29, inclusive)
- V Miscellaneous Items (Items 30 to 44, inclusive)



STATE OF HAWAII

COMPENSATION AND PAYMENT SCHEDULE

Project: PANAEWA LOT 185 SITE IMPROVEMENTS
Location: 230 MAHIAI STREET, HILO, HAWAII
Contractor: tbd

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

I	Mass Grading (Items 1 to 4, inclusive)	\$ _____
II	Road Construction (Items 5 to 18, inclusive)	\$ _____
III	Waterline System (Items 19 to 25, inclusive)	\$ _____
IV	Drainage System (Items 26 to 29, inclusive)	\$ _____
V	Miscellaneous Items (Items 30 to 44, inclusive)	\$ _____
VI	Total Sum Bid (Items 1 to 44, inclusive)	\$ _____
VII		TOTAL \$ _____



STATE OF HAWAII

TIME OF PERFORMANCE

Project: PANAEWA LOT 185 SITE IMPROVEMENTS

Location: 230 MAHIAI STREET, HILO, HAWAII

Contractor: TBD

1. The Time of Performance for this Contract shall be three-hundred sixty-five (365) Calendar Days from the effective date specified in the Notice to Proceed, unless extended by delays excused by the STATE as documented in writing. The Notice to Proceed shall be issued by the STATE separately to the CONTRACTOR.
2. This Contract shall expire on the date on which the later of the following occurs:
 - (a) the State makes final payment to the CONTRACTOR in accordance with (1) paragraph 17(d) of the General Conditions (AG-008 103D General Conditions) and (2) no dispute between the parties hereto as to the Work or other obligations of the CONTRACTOR hereunder is outstanding, or
 - (b) the STATE issues a Final Acceptance letter to the CONTRACTOR.
3. The Contract expiration date is for administrative purposes only and not to be confused with the Time of Performance which refers to the time in which the CONTRACTOR is required to complete the work, or with any continuing obligations on the part of the CONTRACTOR.



STATE OF HAWAII

CERTIFICATE OF EXEMPTION FROM CIVIL SERVICE

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

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

(Signature)
William J. Aila, Jr.
(Print Name)
Chairman, Hawaiian Homes Commission
(Print Title)

(Date)

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

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

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

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

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

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

(Date)



STATE OF HAWAII
SPECIAL CONDITIONS

Project: PANAewa LOT 185 SITE IMPROVEMENTS
Location: 230 MAHIAI STREET, HILO, HAWAII
Contractor: TBD

SC-01 INTERCHANGEABLE TERMS

The following terms are one and the same:

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

SC-02 INSURANCE COVERAGE

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

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

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



STATE OF HAWAII
SPECIAL CONDITIONS

Flood Insurance, if applicable Maximum Coverage available

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

SC-03 COMPLETION SCHEDULE AND LIQUIDATED DAMAGES

The CONTRACTOR shall complete all work as specified or indicated in the Contract Documents on or before three-hundred sixty-five 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



STATE OF HAWAII
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specified, the CONTRACTOR shall pay to DHHL as liquidated damages, and not as a penalty, \$1,000.00 per calendar day for each day that the project, in its entirety, remains incomplete.

SC-04 PROCESS THROUGH DHHL

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

SC-05 SURVEYING SERVICES

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

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

SC-06 ALLOWANCES

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

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

SC-07 PERMITS AND FEES

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

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 County of Hawaii, HELCO, Hawaii Gas, U.S. Postal Service and any other service providers.

SC-09 CONTRACTOR'S LICENSING



STATE OF HAWAII
SPECIAL CONDITIONS

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

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

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

SC-13 GENERAL CONDITIONS

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



STATE OF HAWAII
SPECIAL CONDITIONS

SC-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 AGREEMENT COUNTERPARTS

This agreement may be executed in multiple counterparts, each of which shall be deemed an original agreement and both of which shall constitute one and the same agreement. The counterparts of this agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

SC-16 CONTRACTOR'S DAILY REPORT

The Contractor shall submit a daily report electronically, for DHHL review. The report shall include:

1. Date
2. Weather
3. Activity at the site for the Contractor
 - a. Labor – who and what classification, i.e., carpenter, laborer, supervisor, etc.
 - b. Equipment
 - c. Materials delivered
 - d. Work performed
4. Activity at the site for subcontractors
 - a. Labor – who and what classification, i.e., carpenter, laborer, supervisor, etc.
 - b. Equipment
 - c. Materials delivered
 - d. Work performed
5. Visitors to the site – Construction Manager, Inspectors, etc.
6. Problems or Questions (including suggested resolutions, if any)
7. Safety report status
8. Quality control report status

SC-17 APPRENTICESHIP AGREEMENT PREFERENCE – CONTRACTOR'S RESPONSIBILITY [include if preference was applied in bid]

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.



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

SC-18 ARCHAEOLOGICAL REPORT

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

A copy of the archaeological field inspection report, dated October 28, 2018 is attached. CONTRACTOR shall comply with the recommendations in the report as part of the construction method. (See Exhibit 1)

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



STATE OF HAWAII
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following parties and agencies immediately: State Historic Preservation Division, DHHL, Office of Hawaiian Affairs and the Hawaii Island Burial Council.

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

SC-20 CERTIFICATION

The CONTRACTOR and CONTRACTOR's Hawaii Licensed Professional Land Surveyor shall jointly certify the finish elevation of the new street monument and concrete slab referenced to mean sea level.

SC-21 GEOTECHNICAL ENGINEER

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-22 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-23 WATER SYSTEM SPECIFICATIONS

The "WATER SYSTEM STANDARDS," State of Hawaii, dated 2002, and all subsequent amendments and additions, are by reference incorporated herein and made a part of these contract documents. The work embraced herein shall be performed by the CONTRACTOR in accordance with the "WATER SYSTEM STANDARDS," and the various sections of the Special Conditions. The term "Water System Standards" used in these contract documents refers to the "WATER SYSTEM STANDARDS" State of Hawaii, dated 2002, and all subsequent amendments and additions.



STATE OF HAWAII
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SC-24 CONTINGENT ITEMS

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

SC-25 EARTHWORK QUANTITIES

Prior to any grading operations, the Contractor shall submit to the Engineer a list of estimated quantities for excavation and embankment. The Contractor shall also estimate a reasonable percentage for loss/shrinkage and percentage of unsuitable excavated materials. The percentages shall be updated as the grading work progresses. The CONTRACTOR is responsible for disposal of all excavated material offsite. Borrow material shall not be imported until all excavation work is completed and authorized by the Project Manager.

SC-26 CONSTRUCTION YARD AND RIGHT-OF-ENTRY

Contractor's staging area may be located on Site, as approved by the Construction Manager. Should the staging area measure more than 1 acre, the Contractor will be responsible to apply for and obtain a National General Permit Coverage (NGPC) for Stormwater Associated with Construction Activities from the State Department of Health, Clean Water Branch, including associated fees, before starting any work.

Access to the project site will be from Mahiai Street.

SC-27 COUNTY OF HAWAII INSPECTION

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

SC-28 STATE GENERAL EXCISE TAX

This project is not exempt from the State of Hawaii General Excise Tax. The CONTRACTOR's prices shall include the General Excise Tax for all work.



STATE OF HAWAII
SPECIAL CONDITIONS

SC-29 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.

SC-30 PROJECT SIGN

The Contractor shall furnish, erect, maintain and remove one project sign. **see exhibit**

The project signboard shall be 3/4 inch thick, “AC” exterior grade fir plywood, 4 feet in height and 7 feet long each. All lettering type and size and color selection **shall be as specified by DHHL (refer to Exhibit 2).**

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

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

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

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

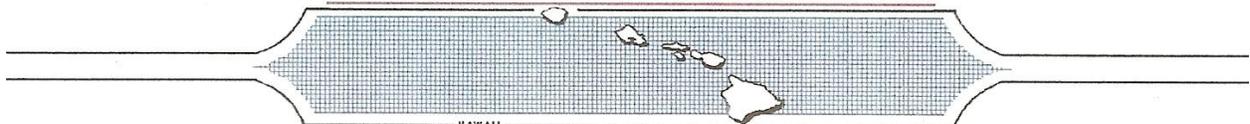
**AN ARCHAEOLOGICAL ASSESSMENT REPORT
FOR A 10-ACRE DHHL PARCEL IN THE PANA‘EWA REGION OF
WAIĀKEA AHUPUA‘A, SOUTH HILO DISTRICT, HAWAI‘I ISLAND,
HAWAI‘I [TMK: (3) 2-2-061:002]**

Prepared By:
Glenn G. Escott, M.A.

OCTOBER 2018

Prepared for:
**PBR Hawaii
1001 Bishop Street
Pacific Tower, Suite 650
Honolulu, Hawai‘i 96813-3429**

SCIENTIFIC CONSULTANT SERVICES Inc.



1347 Kapi‘olani Boulevard, Suite 408 Honolulu, HI 96814

Hawai‘i Island Office: PO Box 155 Kea‘au, HI 96749

ABSTRACT

At the request of PBR Hawai'i, Scientific Consultant Services, Inc. (SCS) conducted an Archaeological Inventory Survey (AIS) of 10.0 acres of Department of Hawaiian Home Lands (DHHL) land [TMK: (3) 2-2-061:002] located in the Pana'ewa region of Waiākea Ahupua'a, South Hilo District, Island of Hawai'i, Hawai'i. DHHL is proposing to subdivide the 10-acre parcel into half-acre lots to construct homes.

The proposed project will be conducted, in part, using federal funds and constitutes an undertaking as defined under Section 106 of the National Historic Preservation Act (NHPA) of 1966, as amended, and its implementing regulations (36 CFR Part 800). The proposed project is also covered under Hawai'i Revised Statutes, Title 13, Chapter 6E Historic Preservation Review regulations. The undertaking Area of Potential Effect (APE) is defined as the 10-acre parcel.

TMK (3) 2-2-061:002, is located at 230 Mahi'ai Street at an elevation of between 180 and 200 feet (55 to 60 meters) amsl. The property is bounded to the north by grubbed and graded gardens and orchards. The east and west boundaries are bordered by residential lots and the southern boundary is bordered by undeveloped land. The entire 10-acre property was previously grubbed, graded, and landscaped. There is a house on the property built in the mid-1980s.

A pedestrian survey was carried out in March 2015 by Glenn Escott, M.A and Suzan Keris Escott, B.A. A series of transects spaced ten meters apart were walked across the entire project area. The 10-acre parcel ground surface was grass lawn and visibility was excellent. No archaeological sites or historic properties were identified during the survey. Four stratigraphic trenches were excavated on October 19, 2018 to determine the presence or absence of subsurface features and/or artifacts. There were no surface archaeological features or subsurface features or artifacts identified within the APE. This archaeological assessment report is intended as supporting documentation for the NHPA Section 106 consultation. No-findings AIS results are reported as an archaeological assessment (AA) report pursuant to Hawai'i Administrative Rules (HAR) 13-275-5.

It has been determined through archaeological survey and subsurface testing that no historic properties exist within the APE and that no historic properties will be affected by the proposed undertaking. DHHL will provide a letter to the Hawai'i State Historic Preservation Office (SHPO) detailing the overall project effect determination.

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INTRODUCTION

PROJECT AREA DESCRIPTION

At the request of PBR Hawai‘i, Scientific Consultant Services, Inc. (SCS) conducted an archaeological inventory survey (AIS) of a 10-acre parcel of Department of Hawaiian Home Lands (DHHL) property [TMK: (3) 2-2-061:002] located in the Pana‘ewa region of Waiākea Ahupua‘a, South Hilo District, Island of Hawai‘i, Hawai‘i (Figure 1 and Figure 2). DHHL is proposing to subdivide the 10-acre parcel into half-acre lots to construct homes.

The proposed project will be conducted, in part, using federal funds, and thus constitutes an undertaking as defined under Section 106 of the National Historic Preservation Act (36 CFR [code of federal regulations] Part 800.16[y]). The undertaking Area of Potential Effect (APE) is defined as the 10-acre parcel. The proposed project is also covered under Hawai‘i Revised Statutes, Title 13, Chapter 6E Historic Preservation Review regulations. No-findings AIS results are reported as an archaeological assessment (AA) report pursuant to Hawai‘i Administrative Rules (HAR) 13-275-5. This archaeological assessment report is intended as supporting documentation for both the NHPA Section 106 requirements and to satisfy HAR 13-276-5 requirements.

The 10-acre parcel, TMK: (3) 2-2-061:002, is located at 230 Mahi‘ai Street at an elevation of between 180 and 200 feet (55 to 60 meters) amsl (Figure 3). The property is bounded to the north by grubbed and graded gardens and orchards. The east and west boundaries are bordered by residential lots, and the southern boundary is bordered by undeveloped land. The entire 10-acre property was previously grubbed, graded, and landscaped. There is a house on the property built in the mid-1980s.

METHODS

Because the proposed undertaking is a governmental project subject to HRS 6E-8 historic preservation, the archaeological inventory survey was conducted in accordance with Hawai‘i Administrative Rules (HAR) §13-275 and was performed in compliance with the Rules Governing Minimal Standards for Archaeological Inventory Surveys and Reports contained in HAR §13-276. Because the proposed project also involves use of federal funds, it is also subject to Section 106 of the National Historic Preservation Act of 1966, as amended, and its implementing regulations (36 CFR Part 800).

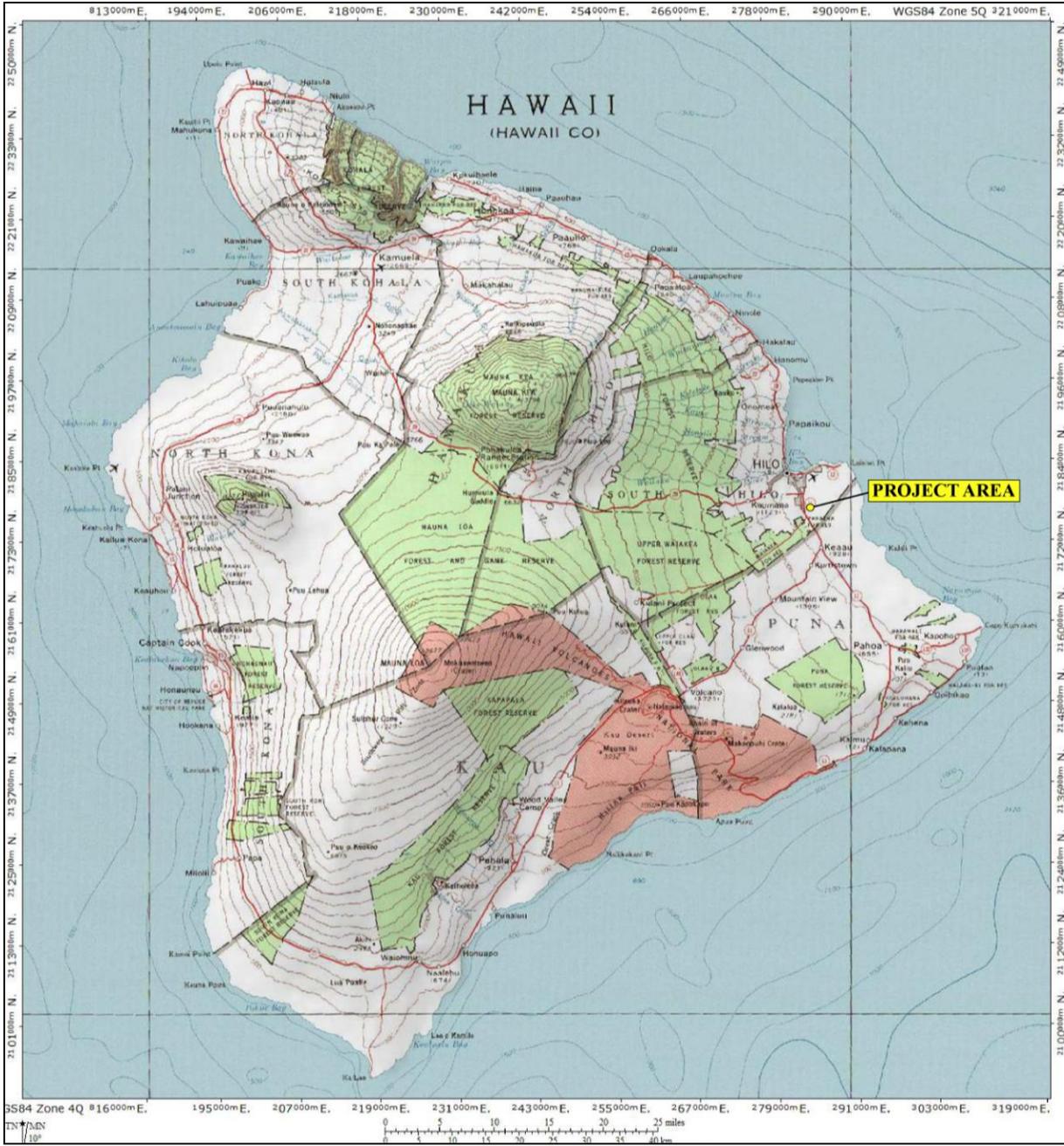


Figure 1: 5,500 K-Series Map of Hawai‘i Showing Location of Project Area (National Geographic Topo!, 2003. Sources: National Geographic Society, USGS).

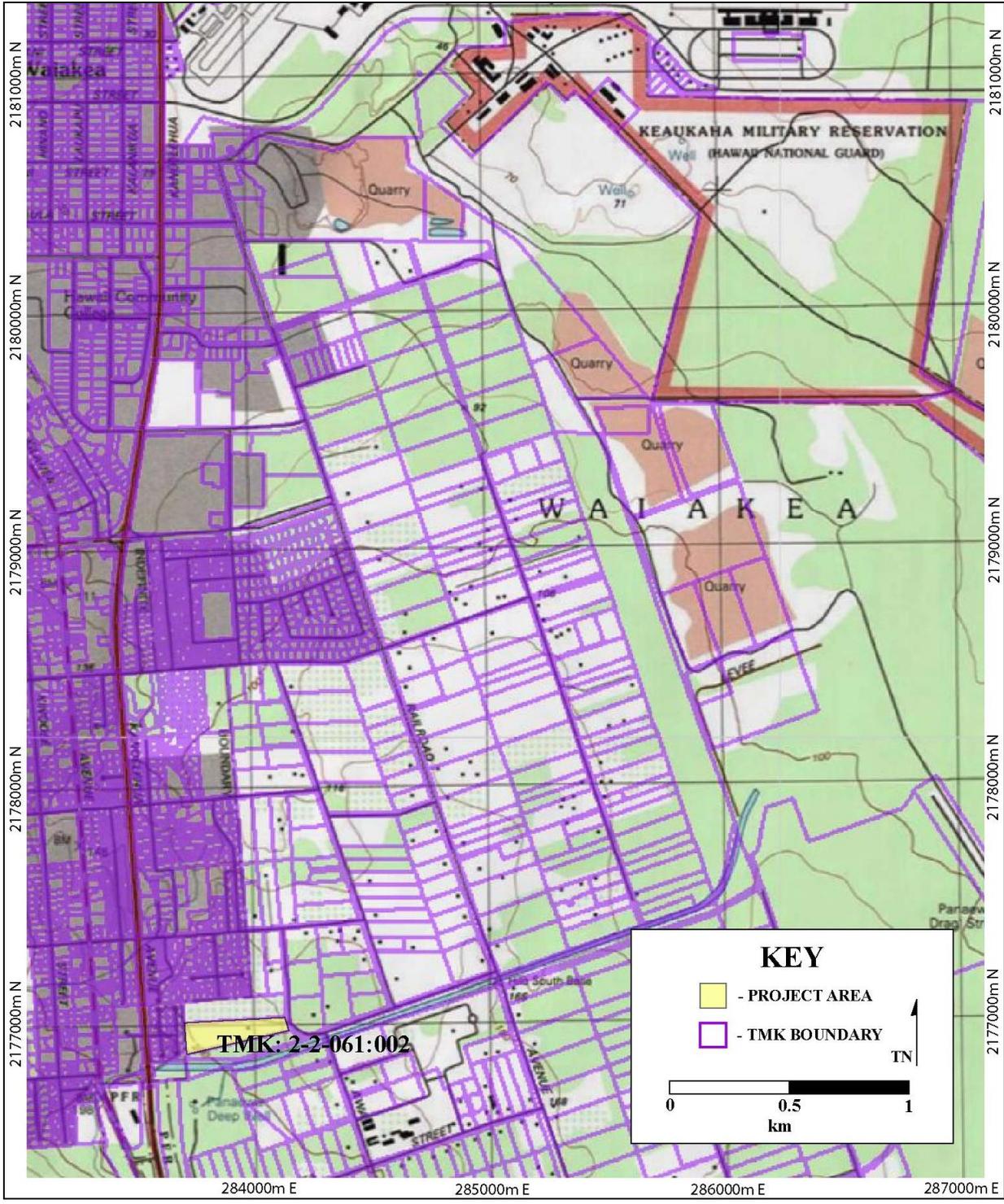


Figure 2: 7.5-Minute Series USGS Topographic Map Showing Location of Project Area Shaded Yellow (ESRI, 2011. Sources: National Geographic Society, USGS Hilo, HI Quadrangle).

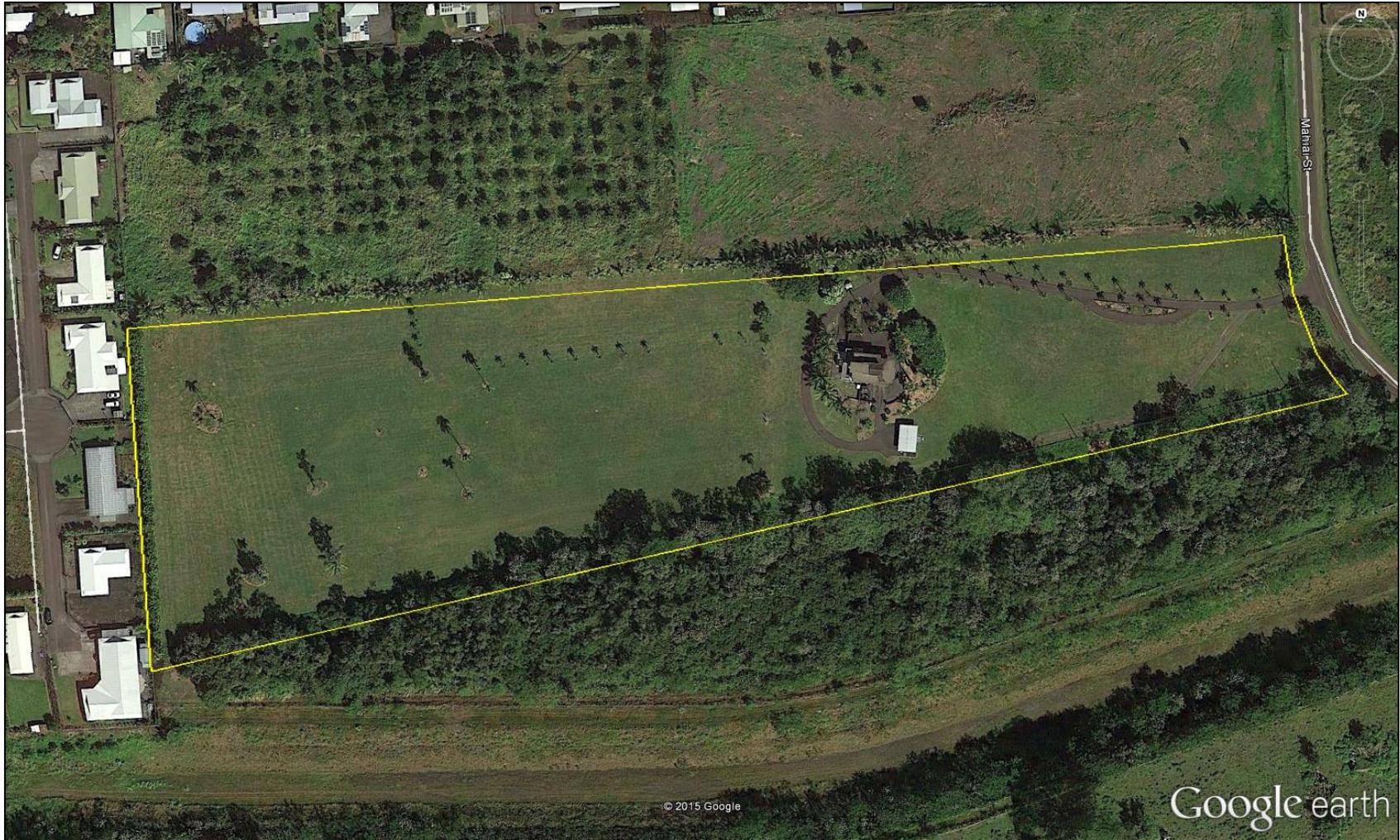


Figure 3: Aerial Photograph Showing Parcel 002 Project Area (Google Earth, 2013 Image. Hilo, HI, 5Q 283981m E 2176888m N).

The investigation specified the following procedures:

1. Historical and archaeological archival research was conducted, including a search of historic maps, aerial photos, written records, Land Commission Award documents, State and County Planning Division documents, and previous archaeological reports. The research was aimed at determining past land-use in the project area; and
2. A 100 percent pedestrian survey of the project area. All sites and features were located, mapped (GIS), described, drawn at appropriate scales, and photographed. Sites were assigned temporary numbers pending State Historic Preservation Division (SHPD) assignment of State Inventory of Historic Places (SIHP) site numbers.
3. Four stratigraphic trenches were dug using a mini-excavator. Material removed from the trenches and the trenches themselves were visually inspected for cultural material and subsurface features. The trenches were photographed and profiles for each trench were drawn.

Archival Methods

Prior to commencing field work, archival research was conducted in the State Historic Preservation Division (SHPD) report database and library facility (Hilo, HI), the Hawai‘i County land records office, the *Waihona ‘Āina Māhele* database website, the Hawaiian collections holdings at the University of Hawai‘i-Hilo Library, and the Hawai‘i State Library system.

Archival work consisted of general research on the history and cultural practices specific to the project area, as well as research of previous archaeological studies in and around the subject parcels. Historic land use data, land ownership, maps, and narrative information were obtained from the Hawai‘i County land records office, the *Waihona ‘Āina Māhele* database website, the Papakilo database, and the Ukukau Hawaiian Library, and the University of Hawai‘i, Hilo, Library Special Collections.

Based on previous studies, none of the five 10-acre parcels are within areas of traditional pre-Contact Hawaiian settlement and habitation. The parcels are inland of the coast where early settlements were located. In 1825, the majority of Waiākea’s estimated

2,000 inhabitants lived along the coast (Ellis 1963: 253). While there were settlements along the coast at Keaukaha and in Puna District to the southeast, the majority of habitation and gardens were along, what is now, Hilo Bay.

Field Methods

A pedestrian survey was conducted by Glenn Escott, M.A. and Suzan Keris Escott, B.A. between March 10 and 19, 2015. The pedestrian survey consisted of a series of north/south transects spaced three meters apart across the entire project area. The 10-acre parcel ground surface was grass lawn and visibility was excellent.

Four stratigraphic trenches ten to twelve meters long by 0.75 meters (43.0 linear meters total) were excavated and recorded on October 19, 2018. Descriptions of the number and thickness of stratigraphic layers were recorded for each trench. Soil colors were recorded using Munsell color charts, and soil composition was recorded with the aid of the U.S. Department of Agriculture Soil Survey Manual. Profiles were drawn and photographs were taken for all stratigraphic trenches.

The field effort totaled 38 person hours. No archaeological historic properties were identified during the survey. Glenn Escott is the principal investigator for the project.

Consultation

Consultation letters containing project area background, proposed project details, and maps of the project area were mailed to Kai Markell, the Director of Native Rights, Land and Culture, Office of Hawaiian Affairs on O‘ahu; Shane Palacat Nelson, Coordinator of the Hawai‘i Branch of the Office of Hawaiian Affairs; Herbert Poepoe, SHPD Hawai‘i Island Burial sites Specialist; Edwin Miranda, HIBC Chairman; and William "Bill" Brown, President of the Pana‘ewa Community Association (PCA). The letter requested if they, or anyone they knew, had information regarding possible historic properties or cultural practices associated with the project area lands. The Office of Hawaiian Affairs and the SHPD Hawai‘i Island Burial sites Specialist responded.

Public notices requesting information about historic properties and cultural practices were published in the Office of Hawaiian Affairs Ka Wai Ola Newspaper, the Honolulu Star-Advertiser and the Hawai‘i Tribune Herald.

A public meeting to discuss the proposed project and project area lands, held on August 21, 2015, was attended by members of the Keaukaha-Pana‘ewa Farmers Association (KPFA), the Pana‘ewa Community Association, DHHL, and state representatives. SCS archaeologist Glenn Escott, M.A. presented cultural and historical information for the Pana‘ewa area, discussed the archaeological assessment (Escott 2015) survey results, and asked for input concerning past and ongoing cultural practices within the project area lands. While some attendees knew the history of the project area lands, none knew of cultural practices associated with project area.

This report contains background information outlining the project area, environmental and cultural contexts, a presentation of previous archaeological work within the study area and in the immediate vicinity, and current survey expectations based on that previous work, as well as project methods and findings, and a recommendation of no further work.

ENVIRONMENTAL SETTING

The project area ground surface is level to slightly sloping Paipai Series (rPAE) extremely stony muck (Sato et al. 1973:46) on a Mauna Loa lava flow that dates between 750 and 1,500 years before present (ybp) (Wolf and Morris 1996). Annual rainfall ranges from 120 to 160 inches. The entire 10-acre parcel is grubbed, graded, and is mown land and ornamental palm trees. The house on the 10-acre property was built in the mid-1980s.

HISTORICAL AND CULTURAL CONTEXTS

The rich marine resources of Hilo Bay and the gently sloping forests of Mauna Loa and Mauna Kea provided abundant forest plant and animal resources. Fresh water was available from the Wailoa and Wailuku rivers and smaller streams such as Waiākea, Waiolama, Pukihāe, and ‘Alenaio.

The project area is located in the *ahupua‘a* of Waiākea, Hilo Hanakāhi ‘Okana, in the *moku-o-loko* (district) of Hilo (Maly 1996:4–5) (Figure 4). The *ahupua‘a* of Waiākea is large, consists of roughly 95,000 acres, and was regarded as a region of abundant natural resources and numerous fishponds. Waiākea was also an early important political center, notably under chief Kulukulu‘a (Kelly et al. 1981:3).

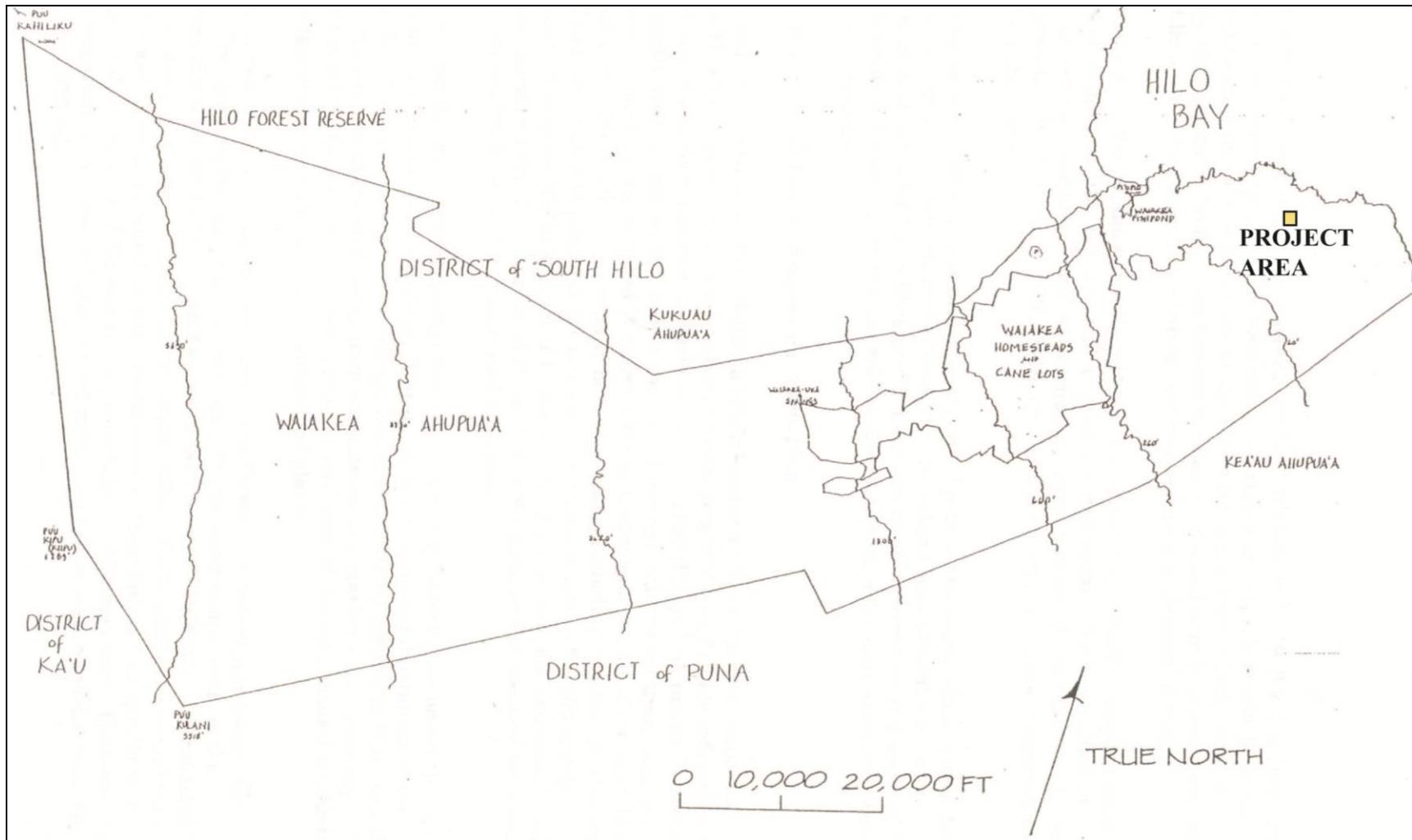


Figure 4: Map of Waiākea Ahupua'a Showing Location of Project Area (adapted from Bush et al. 2000).

Kamehameha often returned to his *'ili kūpono* (independent land division where all tributes were paid to the chief of the *'ili* and not the *ahupua'a*) lands of Pi'opi'o in the *ahupua'a* of Waiākea (Figure 5). The *'ili kūpono* lands and its royal fishpond were passed on to his son Liholiho after his death.

PRE-CONTACT & EARLY POST-CONTACT ACCOUNTS OF HILO DISTRICT

The earliest account of Hilo appears in 'Umi-a-Liloa's (1600–1620 A.D.) conquest of the Island of Hawai'i, which establishes Hilo as a royal center by the seventeenth century. In the account, 'Umi-a-Liloa began his conquest of the Island of Hawai'i by defeating Chief Kulukulu'ā, who lived in Waiākea, and the other chiefs of Hilo (Kamakau 1992:16–17). 'Umi-a-Liloa's second son, Keawe-nui-a-'Umi, ruled Hāmākua, Hilo, and Puna from his residence at Hilo (*ibid*: 34). It was from Hilo that Keawe-nui-a-'Umi waged war on the Kona chiefs and unified the island. Keawe-nui-a-'Umi's descendants continued to rule, from Hilo, for many generations.

After the death of Keawe-nui-a-'Umi the kingdom was divided into three parts and was established under warring chiefs; Hilo was ruled by Kumalae-nui-pu'awa-lau and his son Makua (Kamakau 1992: 45). It was during this period that Kamehameha I was born. Kalani'ōpu'u's grandson, Keoua Kuahu'ula, and his nephew Kamehameha, vied for control over Hawai'i's six chiefdoms constituting the island kingdom, and Keoua conquered the Hilo chief Keawe-mau-hili and harvested the benefits for a short time only to be killed by Kamehameha late in 1791. Kamehameha's son Liholiho was born in Hilo in November 1797 (Kamakau 1992:22). Waiākea Ahupua'a was inherited by Lihiliho after Kamehameha's death in 1819. The *'ili kūpono* of Pi'opi'o and its royal fishpond were given by Kamehameha to his favorite wife, Ka'ahumanu (see Figure 5).

TRADITIONAL SETTLEMENT PATTERNS, SUBSISTENCE, AND LAND-USE

Historical accounts and archaeological/cultural studies pertaining to the *ahupua'a* of Waiākea (Bingham 1969; Bird 1974; Ellis 1963; Handy and Handy 1972; Kelly et al. 1981; Maly 1996; McEldowney 1979) provide a wealth of information on traditional residence patterns, land use, and subsistence horticulture of the area. It is widely held that these historical accounts of residence patterns, land-use, and subsistence horticulture, indicative of traditional practices, developed long before contact with Europeans (McEldowney 1979). These are synthesized below in order to explain the types of cultural resources possibly located within the current project area.

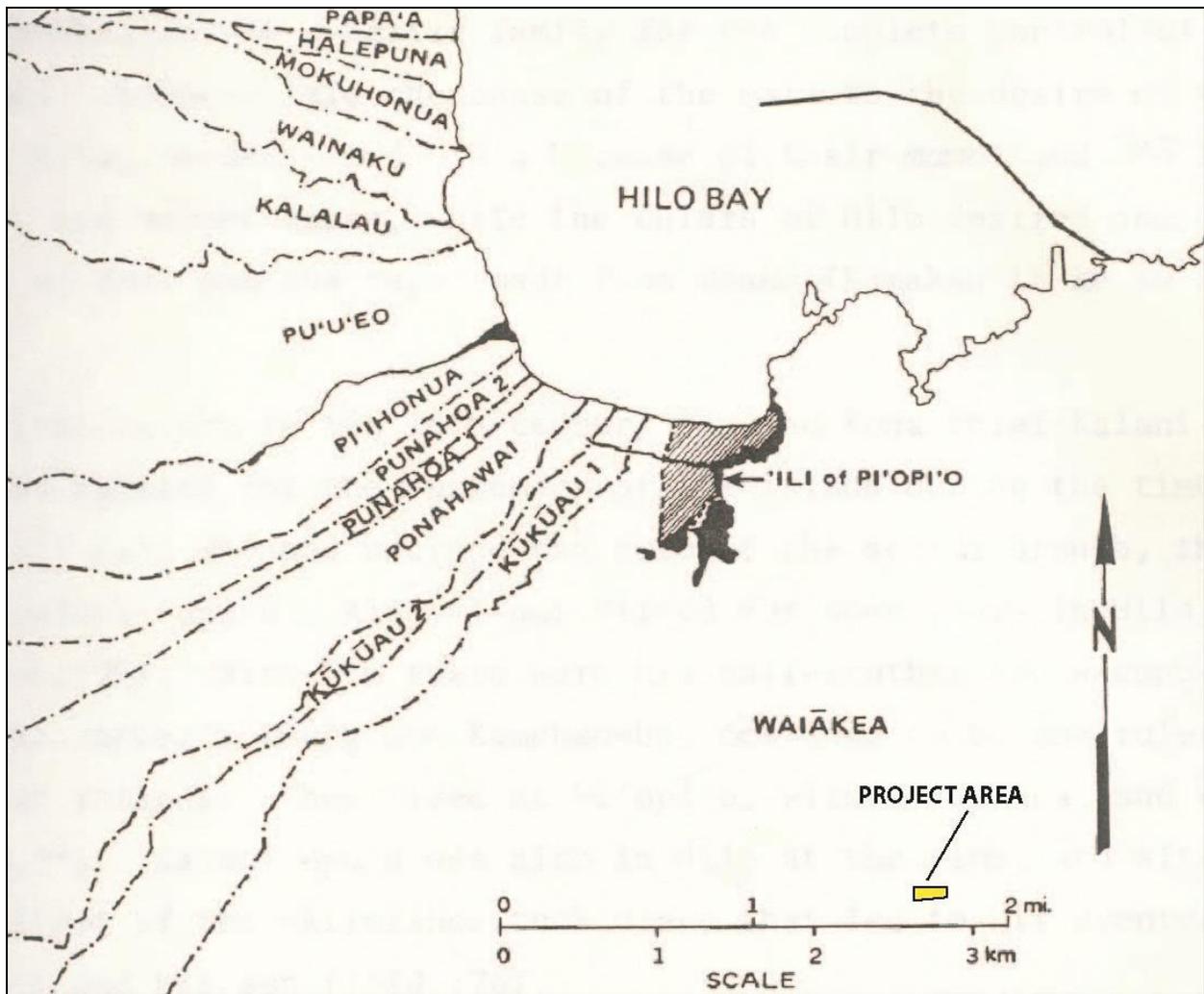


Figure 5: Map of Kamehameha,s *'Ili Kūpono* Lands of Pi'opi'o in the *Ahupua'a* of Waiākea Showing Project Area Location (adapted from Kelly et al. 1981).

Early accounts of Waiākea portray it as divided into several distinct environmental regions. From the coast to a distance of five or six miles scattered subsistence agriculture was evident, followed by a region of tall fern and bracken, flanked at higher elevations by a forest region between 10 and 20 miles wide, beyond which was an expanse of grass and lava (Ellis 1963:403). The American Missionary C.S. Stewart wrote, “the first four miles of the country is open and uneven, and beautifully sprinkled with clumps, groves, and single trees of the breadfruit, pandanus, and candle tree (Stewart 1970:361-363). The majority of Waiākea’s estimated 2,000 inhabitants (in 1825) lived within this coastal region (Ellis1963: 253). Taro, plantains, bananas, coconuts, sweet potatoes, and breadfruit were grown individually or in small garden plots. Fish, pig, dog, and birds were also raised or captured for consumption.

The present study area is situated inland of the coastal region, in the Pana‘ewa Forest. The project area lands are not located in an area of known traditional habitation. The Pana‘ewa forest area was traditionally known as a forbidding and dangerous landscape. The legendary origin of the Pana‘ewa Forest is associated with Pele’s search for a suitable home in the Hawaiian Islands.

When a suitable place was finally discovered on Hawaii, the Paoa staff was planted in Panaewa and became a living tree, multiplying itself until it was a forest. The writer’s informant says that it is a tree known to the present generation of men. “I have seen sticks cut from it,” said he, “but not the living tree itself” [Emerson 2005:xi].

When Pele sent her sister Hi‘iakapoliopole (referred to as Hi‘iaka) to travel to Kaua‘i to contact Lohi‘au, Hi‘iaka passed through the Pana‘ewa Forest. Hi‘iaka could have passed around the forest, taking the pathway along the shoreline from Hā‘ena (southeast of the project area) to Waiākea and Hilo, but she instead chose to cut through the forest taking a more direct, and shorter route.

Two routes offered themselves for Hiiaka’s choice, a makai road, circuitous but safe, the one ordinarily pursued by travelers; the other direct but bristling with danger, because it traversed the territory of the redoubtable witch-mo‘o, Pana-ewa. ... When Hiiaka announced her determination to take the short road, the one of danger that struck through the heart of Pana-ewa, Pa-pulehu drew back in dismay and expostulated: “That is not a fit road for us, or for any but a band of warriors. If we go that way we shall be killed” [Emerson 1:2005:30].

Pana‘ewa did not let her pass without a fight.

The battle that ensued when Pana‘ewa sent to the attack his nondescript pack of mo‘o, dragonlike anthropoids, the spawn of witchcraft, inflamed with the spite of demons, was hideous and uncanny. Tooth and claw ran amuck. Flesh was torn, limbs rent apart, blood ran like water. If it had been only a battle with enemies in the open Hiiaka would have made short work of the job. Her forces lay ambushed in every wood and brake and assumed every imaginable disguise. A withered bush, a bunch of grass, a moss-grown stone, any, the most innocent object in

nature, might prove to be an assailant ready to spit venom or tear with hook and talon [Emerson 2005:35].

The mo‘o Pana‘ewa and all of his minions were defeated by Hi‘iaka and her assistants. “Hawaii for once, and for all time, was rid of that pestilential, man-eating, mo‘o band headed by Pana-ewa who, from the time of Pele’s coming, had remained entrenched in the beautiful forest-land that still bears the name – Pana-ewa” (Emerson 2005:46).

The forest is heavily wooded and dense with thickets. Travel through it is made more difficult by the broken and undulating ground surface. There is an historic trail that leads from the modern day Lili‘uokalani Gardens area to the Puna coast. The trail (Site #50-10-35-18869) is often called the Puna Trail and/or the Old Government Road (Escott and Tolleson 2003). Remains of the trail cross the Hawai‘i Army Reserve National Guard (HIARNG) Keaukaha Military Reserve (KMR) property, and it has the current appearance of a gravel-covered dirt road (Figure 6). While there may have been some scattered home sites and gardens in this area, most of the known habitation was along the coast. The probable use of the area prehistorically was for trapping birds and collecting plants, including the plentiful *pandanus* or *hala* (Kelly et al. 1981:20).

THE MĀHELE OF 1848 AND LAND COMMISSION AWARDS

Prior to the Māhele, Waiākea Ahupua‘a was under the rule of King Kamehameha, then Lihiliho, and was later ruled by the chiefess Ka-unu-o-hua, granddaughter of Keawe-mau-hili (Kelly et al. 1981:40). Waiākea became Crown Lands during the Māhele of 1848 and in the following years twenty-six Land Claim Awards (LCAs) were awarded within the *ahupua‘a* of Waiākea (Table 1). The awards were small in area, 25 of which went to native claimants. The vast majority of awards were further west in the area of Hilo Bay. The only map showing LCA locations is of Hilo Bay (Baldwin 1891) and does not show the project area lands. The map is too large to fit in this report and still be readable. No Land Claim Awards were made within or near the current project area. The project area property is owned by the State of Hawai‘i and is administered by DHHL.

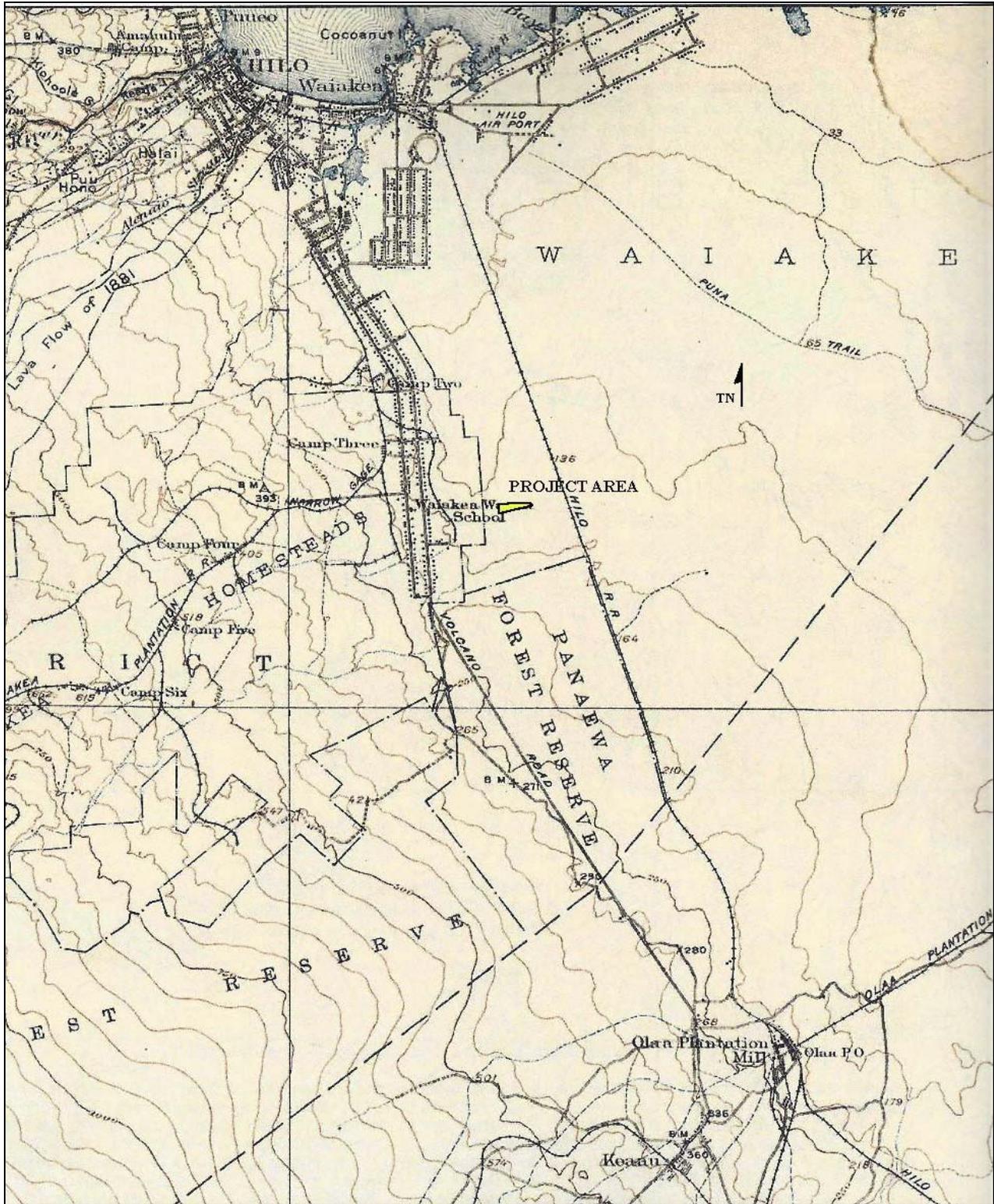


Figure 6: Portion of 1932 15-Minute Series USGS Topographic Map Showing Puna Trail and Location of Project Area (USGS Hilo Quadrangle).

Table 1: Land Commission Awards in Waiākea *Ahupua* 'a.

Grantee	LCA	Acreage
Barenaba	2327	12.25
Halai, L.K.	1279	0.60
Hale	40004	4.25
Kahue	2663	3.75
Kaiana, J.B.	2281	10.25
Kaihenui	11050-B	5.19
Kalolo	1333	2.25
Kalua	8854	3.40
Kaluhikaua	1738	2.98
Kamamalu, V.	7713	<i>'ili 'aina</i>
Kamanuhaka	8803	1.02
Kapu	1-F	1.60
Kealiko	11174	1.00
Keaniho	2402	5.00
Keawe	5018	0.24
-	10505	-
Kuaio	4344	1.22
Leoi	9982	0.80
Lolo	4738-B	1.27
Mahoe	1-E	4.46
Moealoha	4737	1.03
Nakai	4785	1.05
Napeahi	2603	1.30
Wahine	4737-B	1.01
Wahinealua	11173	2.50
Wahinenohoihilo	10004	1.69

CHANGING RESIDENTIAL AND LAND-USE PATTERNS (1845-1865)

Between 1845 and 1865 traditional land-use and residential patterns underwent a change. In particular, the regular use of Hilo Bay by foreign whaling and merchant vessels, in addition to the establishment of missions in the Hilo area, the legalization of private land ownership, the introduction of cattle ranching, and the introduction of sugar cane cultivation, all brought about changes in settlement patterns and long-established land-use patterns (Kelly et al. 1981).

As Hilo became the center of population, settlements in outlying regions declined or disappeared. While food was still grown for consumption, greater areas of land were continually given over to the specialized cultivation and processing of commercial foodstuffs for export. Sugar cane plantations, and industrial, transportation, and military

facilities were established in areas that were once upland agricultural areas and coastal settlements, respectively. In particular, the land immediately north of the current project area was used as the location of a jail, an airfield, and the Keaukaha Military Reserve in 1845-1865 (KMR).

HISTORIC OVERVIEW OF KMR

KMR comprises 503.6 acres located between General Lyman Field (Hilo International Airport) to the north, and the current project area to the south. The area lies in rugged, broken, undulating lava flows, and where unmodified by bulldozing, a dense forest of mixed and native flora abounds. Rainfall in this portion of Hilo keeps the jungle wet, and the ground surface slippery.

In 1914, the Territory of Hawai‘i, via Executive Order Number (EO) 26 set aside 213.43 acres of government lands in Waiākea, north of the current project area, for a National Guard rifle range. In 1925, the Territory withdrew 33 acres for the building of Lyman Airfield by the Army Corp of Engineers.

In August of 1938, a territorial prison camp was constructed on 13.55 acres in Waiākea, north of the current project area. The complex included a Jailer's and acting Jailer's cottage, and a large fenced area with two dormitories, a mess/laundry building, and a recreation/workshop. The prison camp was moved in 1946 and all buildings were removed.

The Army Corp of Engineers constructed a coral runway at KMR beginning in 1925. Hawaiian Airlines used the airport at the outbreak of World War II. The Navy expanded the airfield to three runways, built storage for 450,000 gallons of gasoline, and 24 airplane revetments. KMR became a Naval Station in August 1943 under the 14th Naval District Command Servicing Carrier Aircraft Service Unit (CASU) No. 31 and Air Group One. Extensive building took place including officer and enlisted men's quarters, a swimming pool, two clubs, a three-tank tank farm, water systems, cesspools, tennis courts, and other infrastructure. Personnel at KMR hit a wartime peak of 4,500 upon completion of construction in 1945.

Naval Air Station Hilo officially closed on August 31, 1947. On May 10, 1943, Hilo Airport was officially renamed General Lyman Field. In May 1946, while the Naval Station at KMR was being reduced to caretaker status, the Army Air Force announced that the 7th Army Air Corps (AAC) would begin 24-hour operations at Lyman Field.

In 1947, reactivation of the Hawai‘i Army Reserve and National Guard (HIARNG) resulted in the HIARNG using several Navy buildings. During this time, many buildings were demolished or sold to the public as war surplus. KMR is the headquarters for the island of Hawai‘i National Guard units of the 2nd Battalion, 299th Infantry Company D and 2nd Battalion 299th Infantry, as well as Army Air Guard units 451Bt Aviation Detachment, and the 452nd Aviation Attachment. KMR has firing ranges, training areas, barracks, support facilities, an armory and offices. During annual or special training operations, several hundred to thousands of Guardsmen are housed in cabins and tents pitched in the encampment area.

PREVIOUS ARCHAEOLOGICAL INVESTIGATIONS

Many archaeological and historical studies have been conducted in Waiākea Ahupua‘a from Hilo Bay west of the current project area, to the Waiākea Sugar Mill sugarcane fields southwest of the current project area, to the KMR lands just north of the current project area. Summaries of 38 of these studies are provided in Table 2. Figure 7 shows the locations of archaeological studies in the region surrounding the current project area. A rough model of archaeological site types and distribution can be formulated from these regional archaeological studies.

The current project area lands are situated inland of the Coastal Settlement Zone of the east Hawai‘i settlement model (McEldowney 1979). As reflected in the name of that zone, prehistoric habitation is focused along the coastline. Fishponds for *ali‘i* and *maka‘āinana* were created, maintained, and used all along the coast.

The basic cultivated crops such as irrigated and dry taro, bananas, breadfruit, *kukui* nuts, pandanus and *ti* were grown in these lower elevations. They did not grow uniformly over the coastal zone, however. The heavily weathered soils on the Mauna Kea flows along the western portion of Hilo Bay were particularly well suited for agriculture.

Table 2: Inventory of Previous Archaeological Investigations in Waiākea.

Reference	Study	Location	Results
Ching and Staruder (1974)	Reconnaissance	Proposed Road alignment from S. Hilo to Puna	Wall, enclosure, platform burial, and habitation site near Puna boundary
Bonk (1979)	Survey	West of KMR	Historic wall and road alignment
McEldowney (1979)	Historical research	Hilo	Settlement pattern
Kelly, Nakamura and Barrère (1981)	Historical research	Hilo	Chronology
Kam (1983)	Site inspection	Reed's Bay	1 site, heiau
Smith and Tourtellotte (1988)	Burial removal	Wailoa Bridge	One individual encountered
Rosendahl, M. (1988)	Reconnaissance	Various parcels in Hilo Town	No sites
Rosendahl, M. and L. Talea (1988)	Reconnaissance	North West of KMR	No sites
Rosendahl, P. (1988)	Reconnaissance		No sites
Pietrusewsky (1989)	Skeletal analysis	Wailoa Bridge	1 Individual
Stokes (1991)	Intermittent survey	Various Parcels	Heiau locations
Hunt and McDermott (1993)	Inventory Survey	Puainako Street Extension	11 sites, historic sugarcane
Borthwick et al. (1993)	Inventory Survey	UH Hilo	Sugar cane remains in uplands
Maly (1996)	Cultural History	Puainako- Komohana Street area	Sugar cane history
Robbins and Spear (1996)	Inventory Survey	Puainako Street	Sugar cane sites in the uplands
Eblé et al. (1997)	Supplemental Testing	Puainako Street	Sugar cane sites in the uplands
Deveroux, et al. (1997)	Reconnaissance	KMR	2 sites
Carson (1999)	Inventory Survey	Pana'ewa	No sites
McGerty and Spear (1999)	Inventory Survey	Puainako Street Extension	1 site
Dega and Benson (1999)	Reconnaissance	Puainako Street Extension	Possible prehistoric 'auwai

Reference	Study	Location	Results
Dega (2000)	Inventory Survey	Puainako Street Extension	'Auwai equals historical ditch
Bush et al. (2000)	Inventory Survey	Puainako Street Extension	Burial in cave in uplands
Hammatt & Bush (2000)	Inventory Survey	KMR	Mounds and Puna Trail
McDermott and Hammatt (2001)	Inventory Survey	Puainako Street Extension	2 historical sites in uplands
Tolleson and Godby 2001		KMR	Historic era sites and Puna Trail
Rosendahl, P. (2002)	Assessment Survey	Quarry Site on Southeast Edge of KMR	No sites
Escott and Tolleson (2002)	Inventory Survey	KMR	Trail and planting features
Haun & Henry (2002)		Southwest of KMR	No sites
Rechtman (2003)	Archaeological study and limited CIA	Western edge of KMR	No site
Escott (2004)	Inventory Survey	Puainako Street and Komohana Street area	WWII sites in the uplands
Wolforth (2004)	Inventory Survey	Reed's Bay	Fishponds, railroad, Historic era foundations
Wolforth (2006)	Inventory Survey	Western edge of KMR	Modern military building remains
Rechtman (2006)	Inventory Survey	Quarry site south of KMR	No sites
Hammatt & Uyeoka (2007)	Archaeological Monitoring	Southeast of KMR	No sites
Tulchin & Hammatt (2007)	Field Inspection	Wal-Mart Property	No sites
Escott (2013a)	Archaeological Assessment	Quarry site west of KMR	No sites
Escott (2013b)	Archaeological Assessment	Quarry site west of KMR	No sites
Wheeler et al. (2014)	Inventory Survey	KMR	Eleven sites, some pre-Contact era, some historic, and some more modern including military features

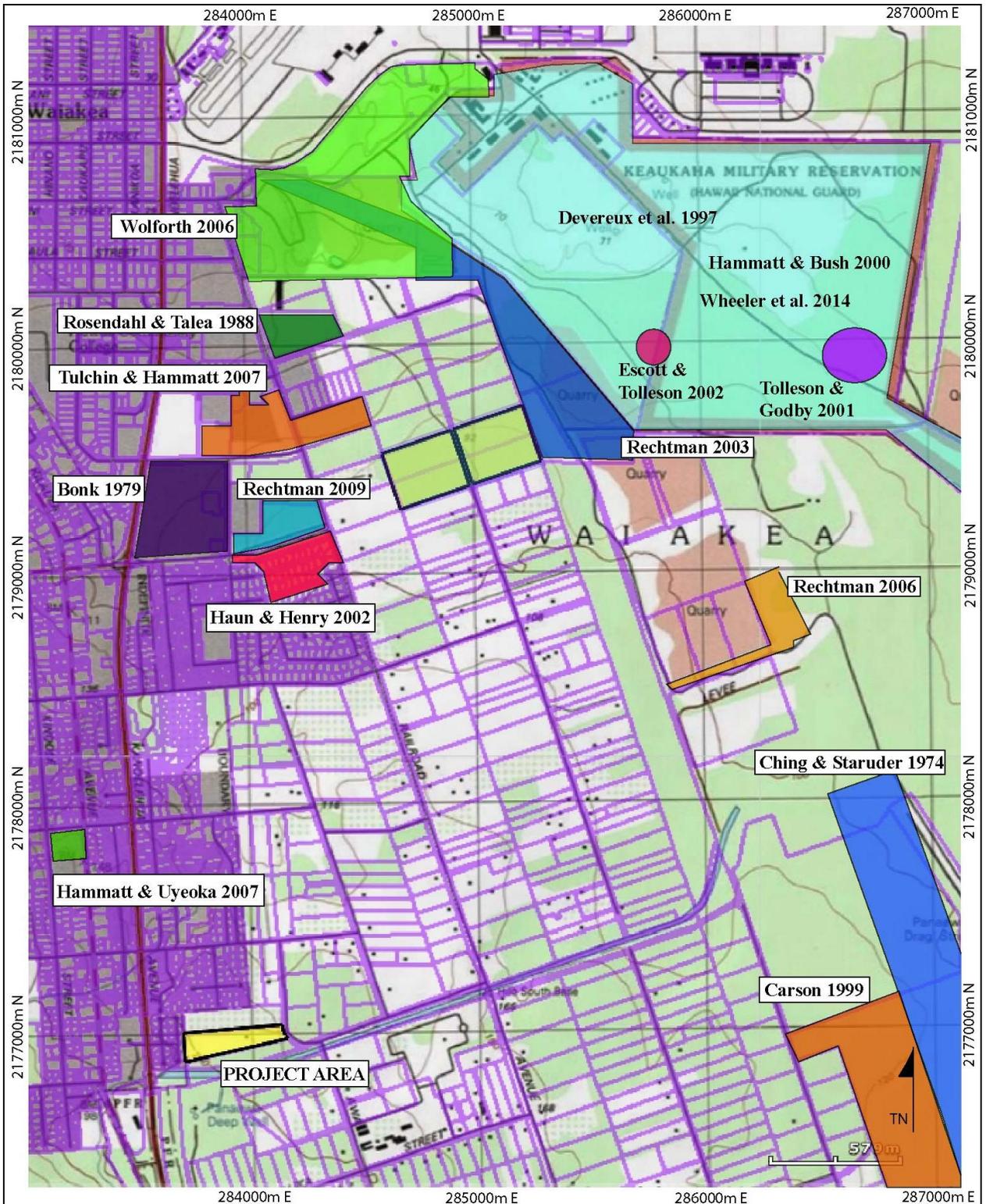


Figure 7: 7.5-Minute Series USGS Topographic Map Showing Location of Previous Archaeological Studies Near the Project Area (ESRI, 2011. Sources: National Geographic Society, USGS Hilo Quadrangle).

This bias towards the western area is evident in the distribution of fields portrayed in an early depiction of the Hilo Bay (Figure 8). The eastern half of the Hilo Bay area and further south and east are covered by younger Mauna Loa flows that lack soil the level of soil development present in the Mauna Kea flows.

Few archaeological sites have been recorded in the projects conducted in the lower elevations of Waiākea. It is likely that the extent of disturbance by the 200 years of development in Hilo town is partially to blame for the lack of recorded lowland sites. In the case of archaeological projects conducted very close to the current project area, it is more likely that the lack of habitation is the result of this region being an inland, rugged, forest area that was not settled. Also, modern disturbance from historic and modern uses have likely removed some archaeological remains.

Paul H. Rosendahl Inc. (PHRI) (Rosendahl and Talea 1988) conducted research on five 5-acre lots dispersed through the South Hilo area, recording no cultural deposits due to extensive landform changes caused by the development of Hilo Town (see Figure 7). A reconnaissance survey by PHRI (M. Rosendahl 1988) conducted at the eastern end of General Lyman Field again resulted in no extant archaeological remains due to previous land disturbance.

Devereux et al (1997) conducted a reconnaissance level survey for HIARNG on selected portions of KMR along a corridor parallel to the Puna Trail (see Figure 7). Two sites (assigned temporary site numbers CSH 1 and CSH 2) were recorded: a prehistoric C-shaped enclosure and a coral mound; the team also addressed 10 historic structures over 50 years of age. CSH2 was later interpreted as modern bulldozer push.

Hammatt and Bush (2000) conducted an inventory level survey of KMR adjacent to the portion of the Puna Trail that extends through the facility. In this report, they discussed the history of the Puna Trail that continues down to south Puna where it meets with the Old Government Road (also called the Puna trail). They noted extensive mechanical grading of the ground surface at KMR during military occupation that has effectively removed all surface traces of historic/prehistoric occupation. However, the entire facility was not completely surveyed. Hammatt and Bush (2000) recorded three archaeological sites, a C-shaped enclosure, thought to be military in origin, a group of five *ahu*, possibly markers to denote the trail set parallel to the Puna Trail and a modified natural lava blister interpreted as a traditional Hawaiian agricultural planting feature.

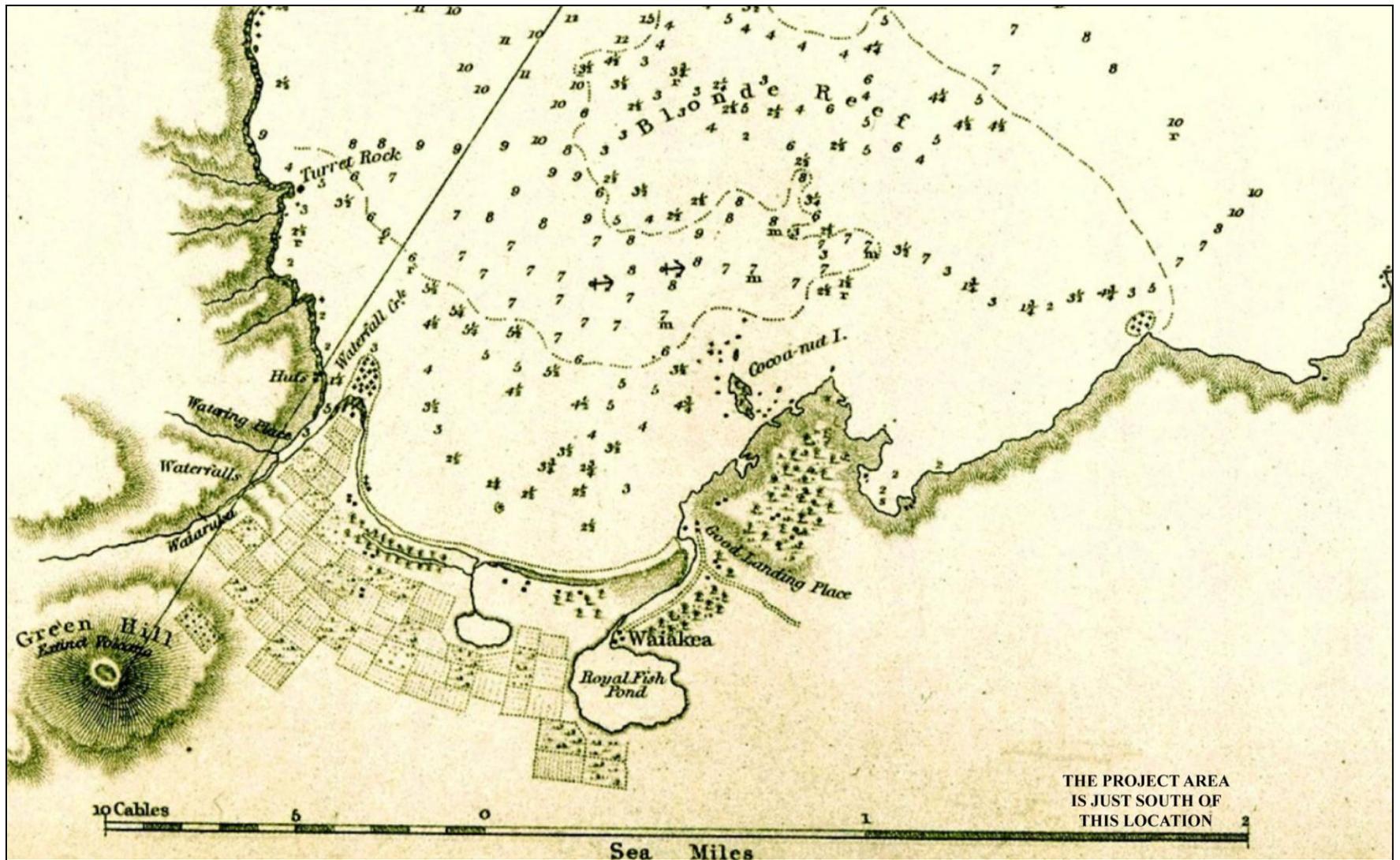


Figure 8: Portion of 1825 Map of Hilo Bay Showing Location of Major Habitation and Agricultural Fields (Malden 1825).

Tolleson and Godby (2001) conducted archaeological data recovery at Site #50-10-35-21771 located adjacent to the paved portion of the Puna Trail the traverses KMR. This site consists of a complex comprised of a low platform, an enclosure, a possible *imu*, fruit trees, and a meadow. Artifacts, such as horse/mule shoes, sharpening implements, a sharpening wheel, and hoof files suggest the site is related to historical road construction along the Puna Trail.

PHRI (P. Rosendahl 2002) conducted an archaeological assessment survey of 14.99-acres of the quarry site within the current project area. No archaeological sites were identified during the study.

Escott and Tolleson (2003) conducted an archaeological inventory survey just east of the current project area. A single site (Site #50-10-35-23273) consisting of a remnant trail segment and two planting features were recorded along the south west boundary of the project area.

Wolforth (2006) conducted an archaeological inventory survey of 147 acres south of the Hilo International Airport. Four sites (SIHP 50-10-35-25538, 25539, 25540, and 25541) associated with a Naval Air Station facilities and quarry were recorded. No pre-Contact or early post-Contact era sites were documented on the project area.

Scientific Consultant Services, Inc. (Escott 2013a, Escott 2013b) conducted two archaeological surveys of 50 and 85 acres of land, respectively, along the eastern edge of the KMR. No archaeological historic properties were identified during the study.

The study did document modern dirt roads that were cut by bulldozers, likely in anticipation of building out this area. The dirt roads were straight and were oriented northwest/southeast. A search was made of Hawai'i County Planning documents, historic maps, and archival documents to ensure the dirt road was not constructed over a pre-existing trail or government road. In addition, SCS consulted with Ala Kahakai and Na Ala Hele. There were no documents showing a traditional trail or government road in the location of the dirt road identified during the current study.

Cultural Surveys Hawai‘i, Inc. (CSH) recently conducted an archaeological inventory survey of the KMR (Wheeler et al. 2014). Eleven sites were documented, including seven Historic era to modern sites, and four pre-Contact to post-Contact era sites (Wheeler et al. 2014:64) (Table 3). The pre-Contact to Historic era sites included trails, a modified lava tube, and a modified outcrop complex. The trails were associated with travel and transportation through the area, and the latter two sites were associated with temporary habitation, possibly while traveling through the area, or while collecting forest resources. The early post-Contact to modern sites included three trail segments, a military position, and two possible homesteads with small agricultural garden plots.

Table 3: Inventory of Wheeler et al. (2014) Sites.

SIHP # 50-10-35-	Formal Type	Function	Age
18869	Trail	Transportation	Historic to Modern
21657	C-Shape Enclosure	Military Position	Modern
21658	Stone Marker Complex	Markers	Historic to Modern
21771	Temp Hab/Ag. Complex	Temp Habitation	Historic
23273	Ag. Complex	Transp./Ag.	Pre--Contact to Historic
30008	Modified Lava Tube	Shelter	Pre--Contact to Historic
30009	Temp Hab Complex	Temp Habitation	Pre--Contact to Historic
30010	Temp Hab Complex	Temp Habitation	Historic
30011	Complex	Undetermined	Historic
30012	Trail	Transportation	Pre--Contact to Historic
30038	Trail	Transportation	Historic

EXPECTED ARCHAEOLOGICAL PATTERNS

Based on previous archaeological studies, geological studies, historical research, archaeological sites in the area surrounding the current project should be associated primarily with Historic era and modern land-uses. This is likely since this area is not known to have been used for habitation or agricultural purposes, ever. The Pana‘ewa forest area where the project parcels only began to be accessed to a larger degree in the Historic era as new areas were explored to open up for agricultural pursuits. The Pana‘ewa region where the project area is located contains marginally thin soils and is not well suited to mechanical agricultural techniques.

It is possible that pre-Contact era site types such as trail segments, temporary habitation features associated with travel and forest resource extraction might be present on the project area. It is less likely, but possible, that scattered temporary habitation

features adjacent to planting features might be present. It is also possible that more modern features associated with WWII training and quarrying in the area might be present on the project area.

RESULTS OF FIELDWORK

The entire parcel has been graded and landscaped and is primarily grass (Figure 9 and Figure 10). No archaeological sites and no remains of historic properties were identified during the pedestrian survey conducted at the project area. Four random stratigraphic trenches (ST) were excavated by backhoe (Figure 11). The stratigraphic trenches were ten to twelve meters long (43.0 linear meters total) by 0.75 meters wide.

Stratigraphic Trench 1 was excavated in the eastern portion of Parcel 002 (see Figure 11). ST-1 was 11.75 m long (east/west) by 1.45 m deep, contained two stratigraphic layers and terminated in a culturally sterile layer (Figure 12 and Figure 13). Layer I (0-120 cmbs) was 10YR2/2 very dark brown loose sandy silt loam with 30% pebbles to small boulders and 5% grass roots. Layer I has the appearance of overburden from grading Parcel 002 or it might be imported fill. Layer I did not contain artifacts or subsurface features. The base of Layer I was abrupt and wavy and terminated on Layer II.

Layer II (80-145 cmbs) was 10YR4/3 brown loose cindery 'a'a pebbles and cobbles with very little sediment and very few roots. Layer II is an *in situ* lava flow. Layer II did not contain artifacts or subsurface features. ST-1 was terminated in Layer II.

Stratigraphic Trench 2 was excavated in the western portion of Parcel 002 (see Figure 11). ST-2 was 11.0 m long (east/west) by 1.45 m deep, contained two stratigraphic layers and terminated in a culturally sterile layer (Figure 14 and Figure 15).

Layer I (0-145 cmbs) was 10YR2/2 very dark brown loose sandy silt loam with 50% pebbles to small boulders and 5% grass roots. The top of Layer I has the appearance of ripped and graded *in situ* soil and underlying 'a'a lava. The base of Layer I is *in situ* 'a'a lava. Layer I did not contain artifacts or subsurface features. The base of Layer I was diffuse and wavy and terminated on Layer II in the west half of ST-2.



Figure 9: Photograph of Eastern Portion of Project Area Looking Southwest.



Figure 10: Photograph of Western Portion of Project Area Looking West.



Figure 11: Aerial Photograph of Project Area Showing Locations of Stratigraphic Trenches.

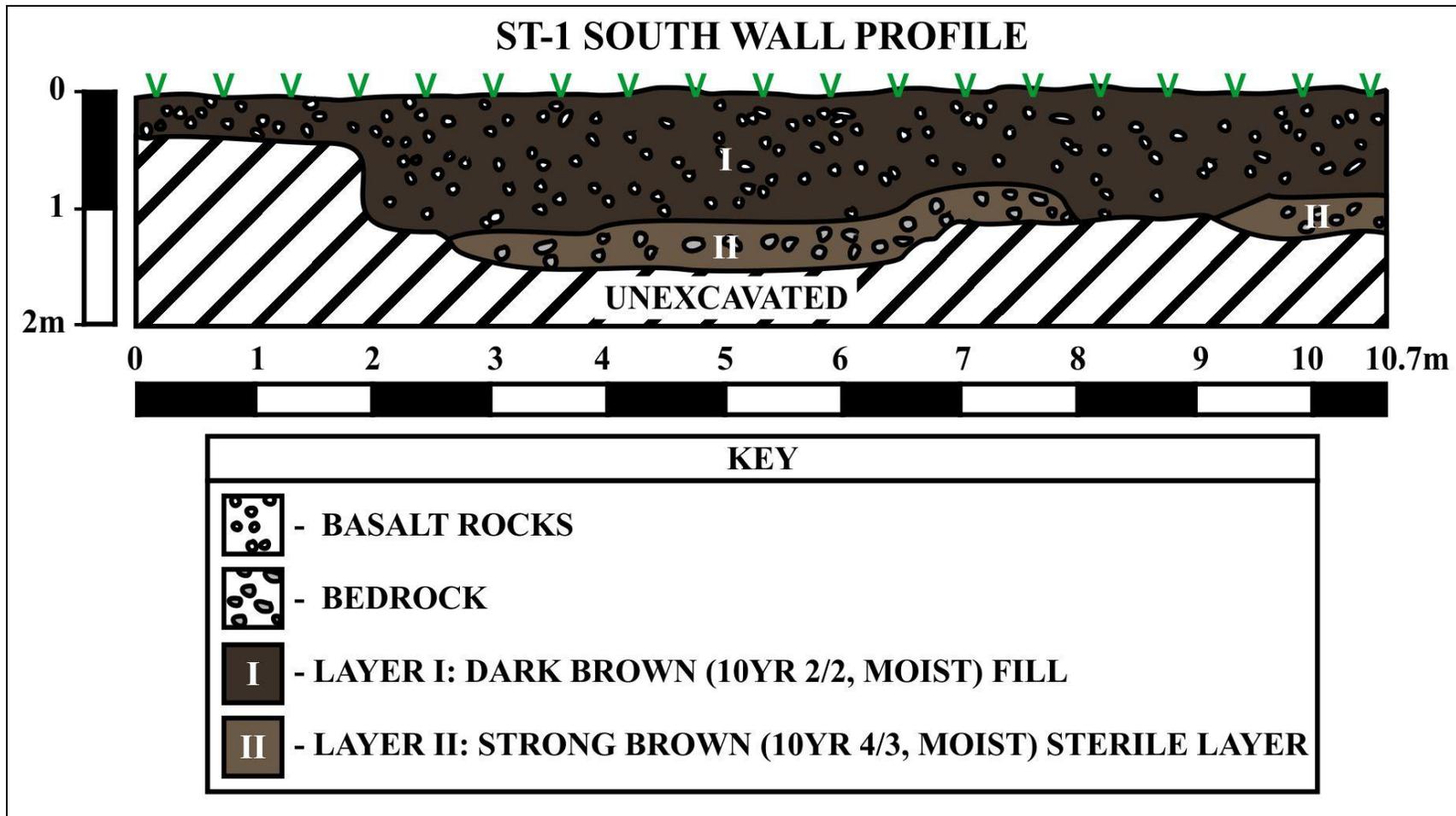


Figure 12: Stratigraphic Trench 1 South Profile.



Figure 13: Photograph of ST-1 Looking South.

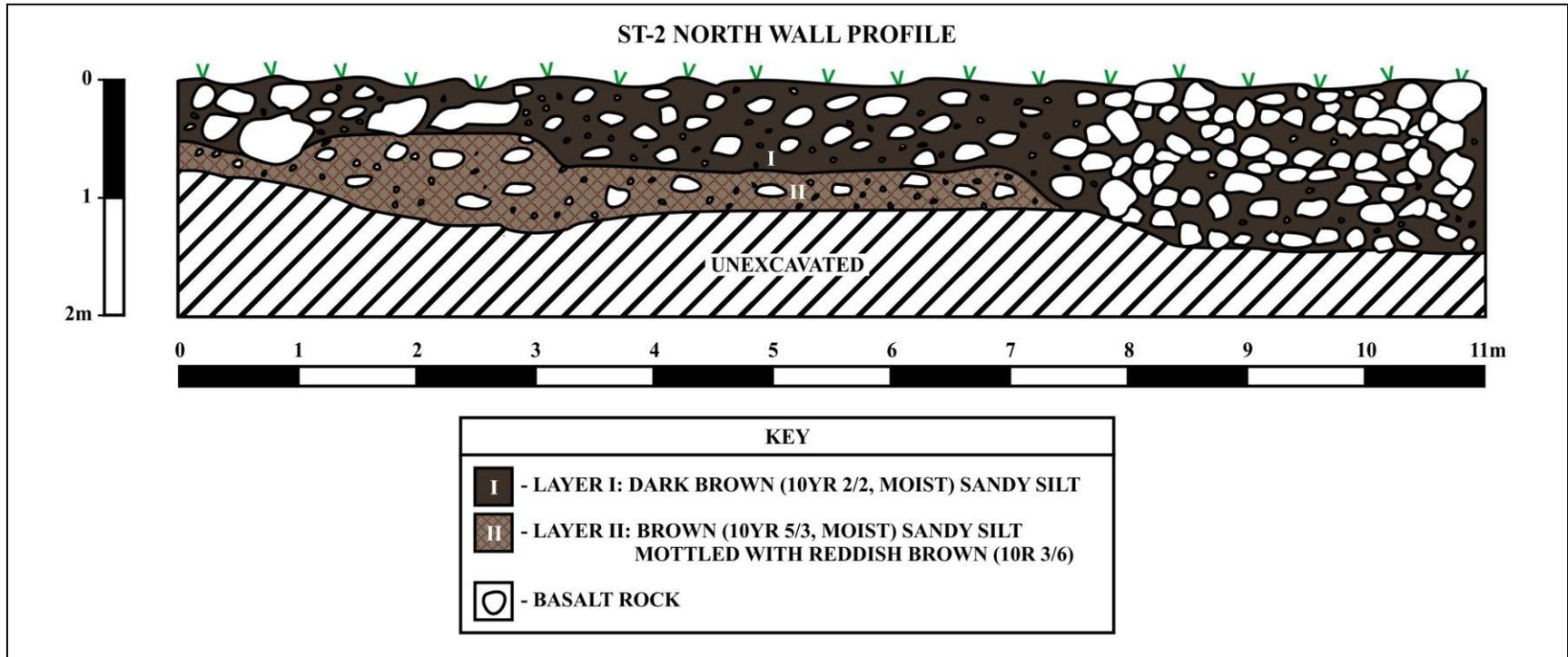


Figure 14: Stratigraphic Trench 2 North Profile.



Figure 15: Photograph of ST-2 Looking North.

Layer II (80-145 cmbs) was 10YR5/3 brown loose cindery ‘a‘a pebbles to small boulders with 10R3/6 red cinder mottling. Layer II contained very little sediment and very few roots. Layer II is an *in situ* lava flow. Layer II did not contain artifacts or subsurface features. ST-2 was terminated in Layer II.

Stratigraphic Trench 3 was excavated in the western portion of Parcel 002 (see Figure 11). ST-3 was 10.0 m long (east/west) by 1.0 m deep, contained one stratigraphic layer and terminated in a culturally sterile layer (Figure 16 through Figure 18).

Layer I (0-100 cmbs) was 10YR2/2 very dark brown loose sandy cinder silt with 40% pebbles to small boulders and 5% grass roots. Layer I has the appearance of ripped and graded *in situ* soil and underlying ‘a‘a lava mixed with cinder fill. The base of Layer I is *in situ* is an ‘a‘a lava flow. Layer I did not contain artifacts or subsurface features. The base of Layer I was clear and wavy and terminated in culturally sterile sediment.

Stratigraphic Trench 4 was excavated in the western portion of Parcel 002 (see Figure 11). ST-2 was 10.0 m long (east/west) by 1.4 m deep, contained two stratigraphic layers and terminated in a culturally sterile layer (Figure 19 through Figure 21).

Layer I (0-140 cmbs) was 10YR2/2 very dark brown loose sandy silt loam with 30% pebbles to small boulders and 5% grass roots. The top of Layer I has the appearance of ripped and graded *in situ* soil and underlying ‘a‘a lava. The base of Layer I is *in situ* ‘a‘a lava. Layer I did not contain artifacts or subsurface features. The base of Layer I was diffuse and wavy and terminated on Layer II in the west half of ST-4.

Layer II (80-145 cmbs) was 10YR2/2 very drak brown loose cindery ‘a‘a pebbles to small boulders with 10YR5/3 brown cinder mottling. Layer II contained very little sediment and very few roots. Layer II is an *in situ* lava flow. Layer II did not contain artifacts or subsurface features. ST-4 was terminated in culturally sterile Layer II.

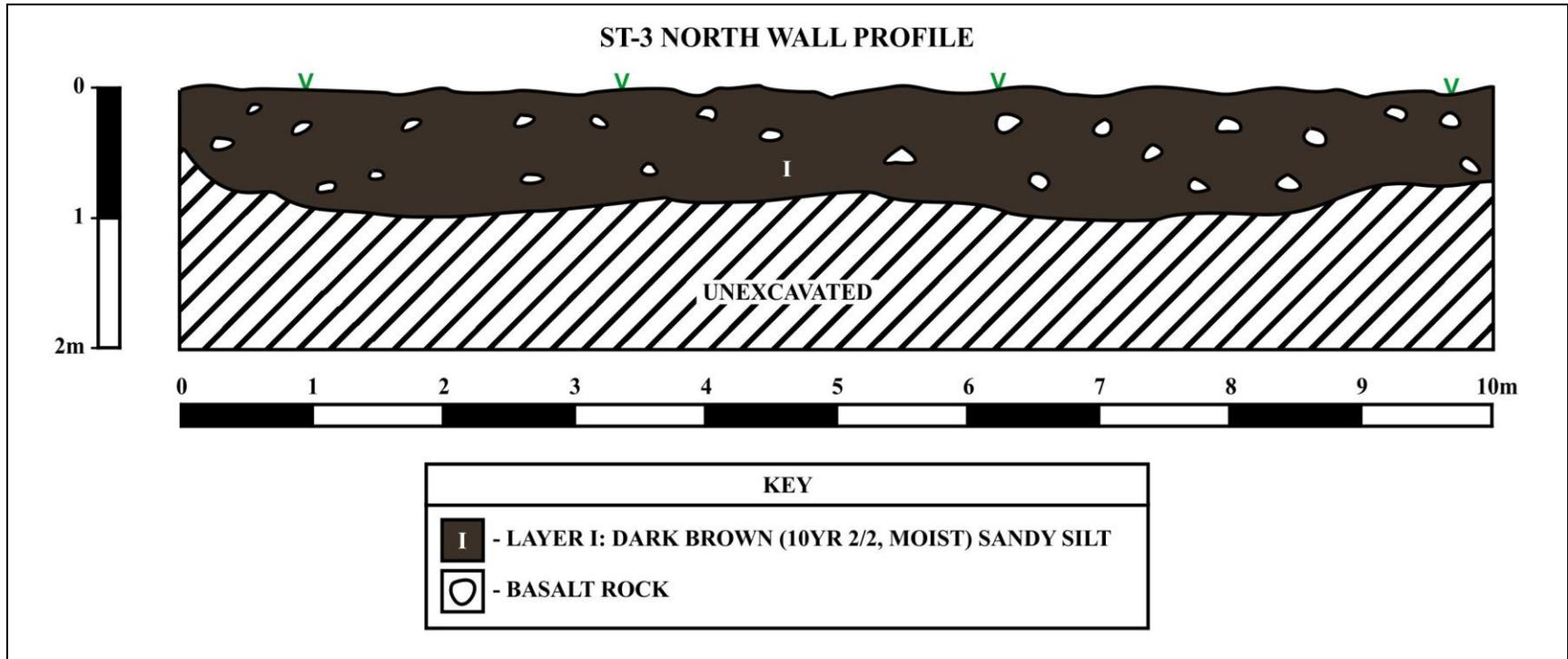


Figure 16: Stratigraphic Trench 3 North Profile.



Figure 17: Photograph of ST-3 Looking Northeast.



Figure 18: Photograph of ST-3 Looking North.

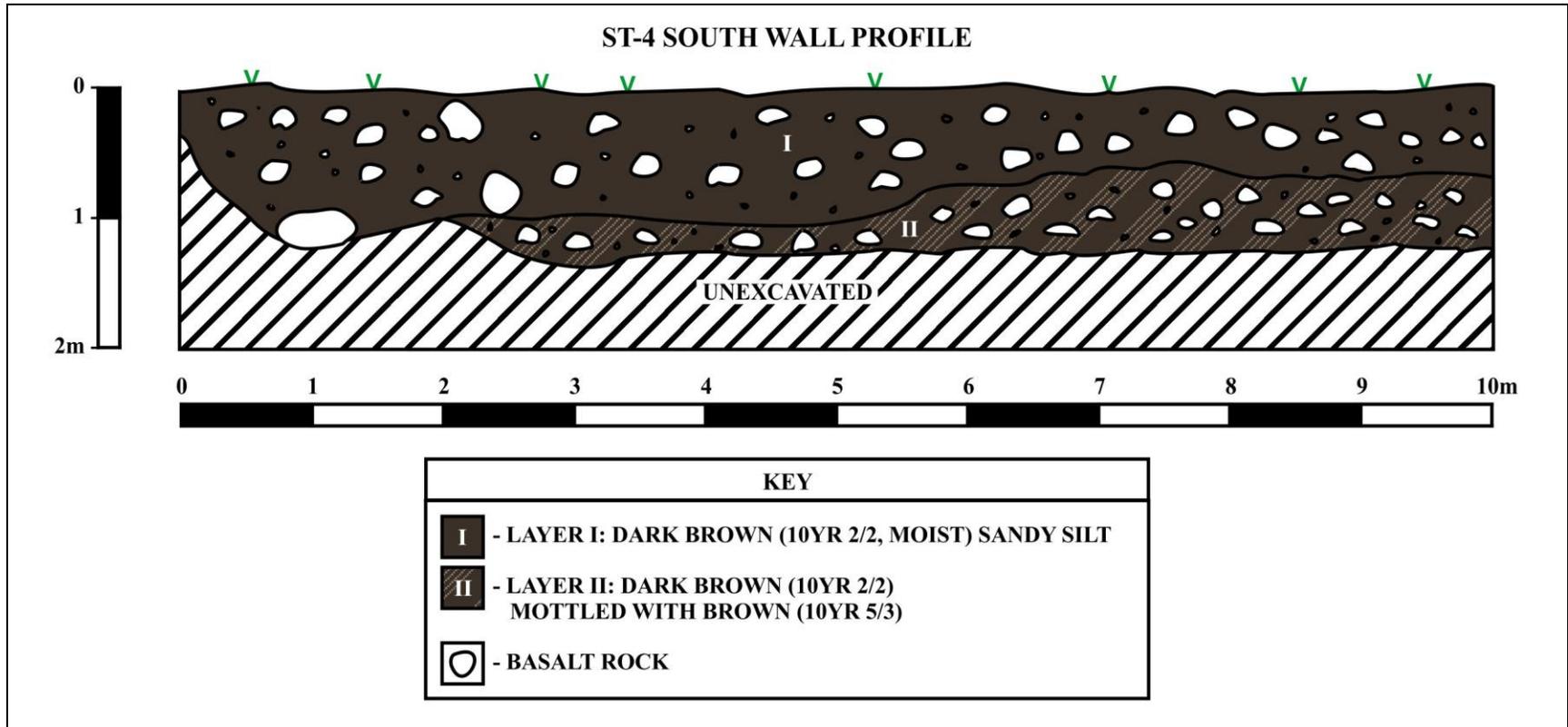


Figure 19: Stratigraphic Trench 3 North Profile.



Figure 20: Photograph of ST-4 Looking East.



Figure 21: Photograph of ST-4 Looking South.

CONCLUSION AND RECOMMENDATIONS

No archaeological sites or historic properties were identified within the project area APE during the archaeological survey. The results of the pedestrian survey and subsurface test excavations support the results of the ethnographic and historical archival record for this area. According to ethnographic and historical documentation, the Pana'ewa forest was traditionally considered an inhospitable place. The forest was thick and was difficult to travel through. The Pana'ewa forest was not a traditional location for settlements or gardens. Settlements and garden areas were located along the coast on the outside edges of the forest.

Previous archaeological studies in the region have identified archaeological sites further north, closer to the Hilo International Airport. The majority are the remains of post-Contact to modern trails, military sites and individual homestead sites. There are a small number of pre-Contact era sites that include small rock mound complexes and trail segments. All of these sites have been identified north of the current project area.

There were no features identified on or below the ground surface. In addition, cultural and historical documents, as well as previous archaeological studies and land-use records indicate the APE was not the location of pre-Contact era habitation. While people did travel through the region, it was not until the Historic modern eras that people began to occupy the project area region. As a result, it is unlikely that pre-Contact to early Historic era subsurface features would exist in the APE. Subsurface test excavations support this idea.

No historic properties were identified within the APE and no historic properties will be affected by the proposed project. DHHL will provide a letter to the Hawai'i State Historic Preservation Office (SHPO) detailing the overall project effect determination.

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STATE OF HAWAII
SPECIAL CONDITIONS

EXHIBIT 2 (SC-30: 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.

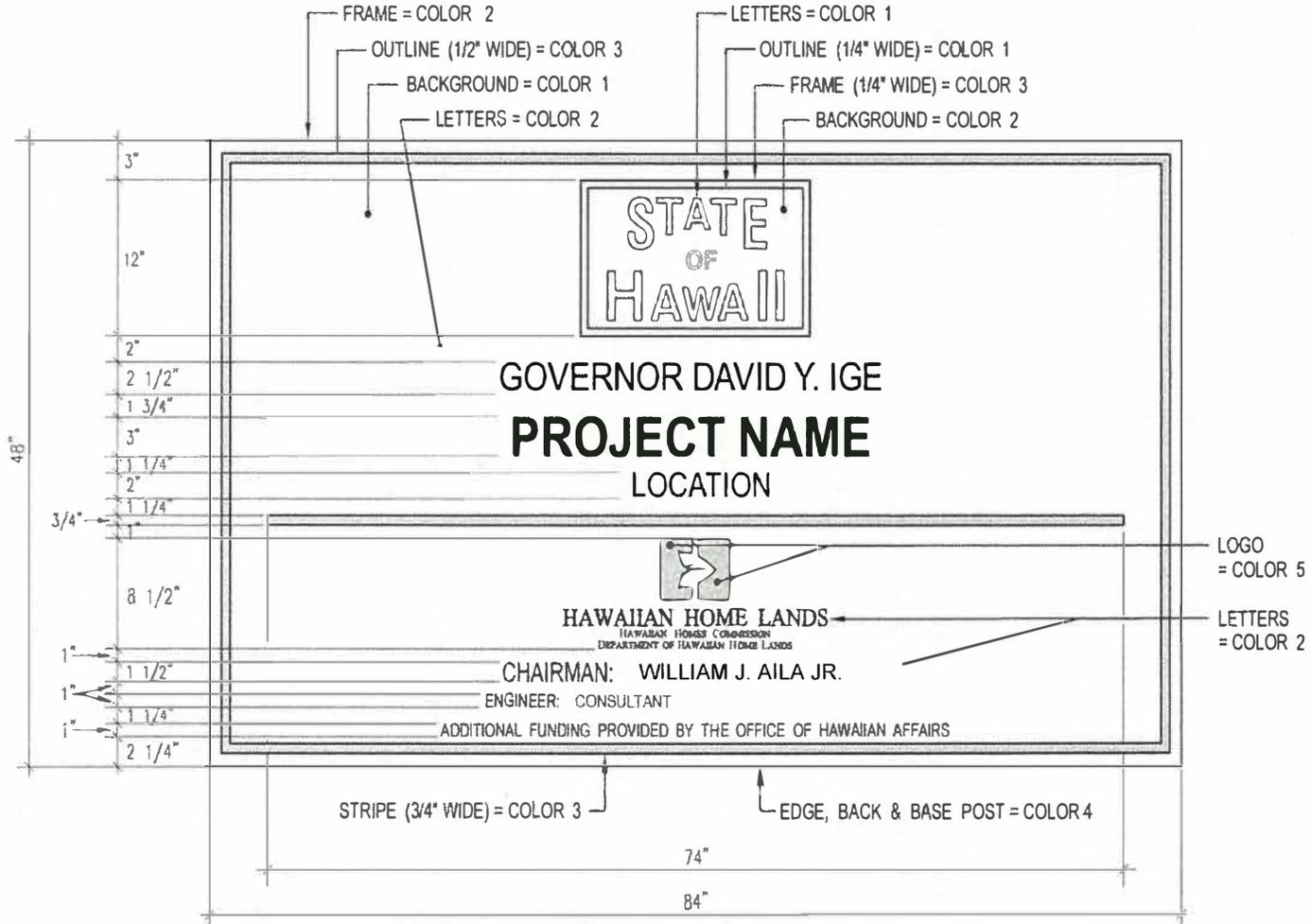
PAINT AND INKS

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)

REFERENCE TO PPG COLOR KEY PAINT IS FOR COLOR WHICH MATCH ONLY.

- COLOR:
5. 455-7 DEEP EMERALD



SPECIAL CONDITIONS

STATE OF HAWAII

NOTE: Number of signs required 1

SIGN LAYOUT DETAIL

NOT TO SCALE

COLORS:

1. 1BL10A Bohemian Blue
2. 2H16P Softly (White)
3. 2VR2A Hot Tango (Red)
4. 1M52E Tokay (Grey)
5. 455-7 Deep Emerald

GENERAL CONDITIONS

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GENERAL CONDITIONS

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

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

3. Personnel Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. Termination for Default.

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

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

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

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

14. Termination for Convenience.

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

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

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

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

- d. Compensation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. Payment Procedures; Final Payment; Tax Clearance.

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

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

19. Modifications of Contract.

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

- c. Agency procurement officer. By written order, at any time, and without notice to any surety, the Agency procurement officer may unilaterally order of the CONTRACTOR:
 - (A) Changes in the work within the scope of the Contract; and
 - (B) Changes in the time of performance of the Contract that do not alter the scope of the Contract work.
 - d. Adjustments of price or time for performance. If any modification increases or decreases the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Contract, an adjustment shall be made and this Contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined, where applicable, in accordance with the price adjustment clause of this Contract or as negotiated.
 - e. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if written modification of the Contract is not made prior to final payment under this Contract.
 - f. Claims not barred. In the absence of a written contract modification, nothing in this clause shall be deemed to restrict the CONTRACTOR'S right to pursue a claim under this Contract or for a breach of contract.
 - g. Head of the purchasing agency approval. If this is a professional services contract awarded pursuant to section 103D-303 or 103D-304, HRS, any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract which increases the amount payable to the CONTRACTOR by at least \$25,000.00 and ten per cent (10%) or more of the initial contract price, must receive the prior approval of the head of the purchasing agency.
 - h. Tax clearance. The STATE may, at its discretion, require the CONTRACTOR to submit to the STATE, prior to the STATE'S approval of any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract, a tax clearance from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid.
 - i. Sole source contracts. Amendments to sole source contracts that would change the original scope of the Contract may only be made with the approval of the CPO. Annual renewal of a sole source contract for services should not be submitted as an amendment.
20. Change Order. The Agency procurement officer may, by a written order signed only by the STATE, at any time, and without notice to any surety, and subject to all appropriate adjustments, make changes within the general scope of this Contract in any one or more of the following:
- (1) Drawings, designs, or specifications, if the goods or services to be furnished are to be specially provided to the STATE in accordance therewith;
 - (2) Method of delivery; or
 - (3) Place of delivery.
- a. Adjustments of price or time for performance. If any change order increases or decreases the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, an adjustment shall be made and the Contract modified in writing accordingly. Any adjustment in the Contract price made pursuant to this provision shall be determined in accordance with the price adjustment provision of this Contract. Failure of the parties to agree to an adjustment shall not excuse the CONTRACTOR from proceeding with the Contract as changed, provided that the Agency procurement officer promptly and duly makes the provisional adjustments in payment or time for performance as may be reasonable. By

proceeding with the work, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, or any extension of time for completion.

- b. Time period for claim. Within ten (10) days after receipt of a written change order under subparagraph 20a, unless the period is extended by the Agency procurement officer in writing, the CONTRACTOR shall respond with a claim for an adjustment. The requirement for a timely written response by CONTRACTOR cannot be waived and shall be a condition precedent to the assertion of a claim.
- c. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if a written response is not given prior to final payment under this Contract.
- d. Other claims not barred. In the absence of a change order, nothing in this paragraph 20 shall be deemed to restrict the CONTRACTOR'S right to pursue a claim under the Contract or for breach of contract.

21. Price Adjustment.

- a. Price adjustment. Any adjustment in the contract price pursuant to a provision in this Contract shall be made in one or more of the following ways:
 - (1) By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
 - (2) By unit prices specified in the Contract or subsequently agreed upon;
 - (3) By the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as specified in the Contract or subsequently agreed upon;
 - (4) In such other manner as the parties may mutually agree; or
 - (5) In the absence of agreement between the parties, by a unilateral determination by the Agency procurement officer of the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as computed by the Agency procurement officer in accordance with generally accepted accounting principles and applicable sections of chapters 3-123 and 3-126, HAR.
- b. Submission of cost or pricing data. The CONTRACTOR shall provide cost or pricing data for any price adjustments subject to the provisions of chapter 3-122, HAR.

22. Variation in Quantity for Definite Quantity Contracts. Upon the agreement of the STATE and the CONTRACTOR, the quantity of goods or services, or both, if a definite quantity is specified in this Contract, may be increased by a maximum of ten per cent (10%); provided the unit prices will remain the same except for any price adjustments otherwise applicable; and the Agency procurement officer makes a written determination that such an increase will either be more economical than awarding another contract or that it would not be practical to award another contract.

23. Changes in Cost-Reimbursement Contract. If this Contract is a cost-reimbursement contract, the following provisions shall apply:

- a. The Agency procurement officer may at any time by written order, and without notice to the sureties, if any, make changes within the general scope of the Contract in any one or more of the following:
 - (1) Description of performance (Attachment 1);
 - (2) Time of performance (i.e., hours of the day, days of the week, etc.);
 - (3) Place of performance of services;

- (4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the STATE in accordance with the drawings, designs, or specifications;
 - (5) Method of shipment or packing of supplies; or
 - (6) Place of delivery.
- b. If any change causes an increase or decrease in the estimated cost of, or the time required for performance of, any part of the performance under this Contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this Contract, the Agency procurement officer shall make an equitable adjustment in the (1) estimated cost, delivery or completion schedule, or both; (2) amount of any fixed fee; and (3) other affected terms and shall modify the Contract accordingly.
 - c. The CONTRACTOR must assert the CONTRACTOR'S rights to an adjustment under this provision within thirty (30) days from the day of receipt of the written order. However, if the Agency procurement officer decides that the facts justify it, the Agency procurement officer may receive and act upon a proposal submitted before final payment under the Contract.
 - d. Failure to agree to any adjustment shall be a dispute under paragraph 11 of this Contract. However, nothing in this provision shall excuse the CONTRACTOR from proceeding with the Contract as changed.
 - e. Notwithstanding the terms and conditions of subparagraphs 23a and 23b, the estimated cost of this Contract and, if this Contract is incrementally funded, the funds allotted for the performance of this Contract, shall not be increased or considered to be increased except by specific written modification of the Contract indicating the new contract estimated cost and, if this contract is incrementally funded, the new amount allotted to the contract.
24. Confidentiality of Material.
- a. All material given to or made available to the CONTRACTOR by virtue of this Contract, which is identified as proprietary or confidential information, will be safeguarded by the CONTRACTOR and shall not be disclosed to any individual or organization without the prior written approval of the STATE.
 - b. All information, data, or other material provided by the CONTRACTOR to the STATE shall be subject to the Uniform Information Practices Act, chapter 92F, HRS.
25. Publicity. The CONTRACTOR shall not refer to the STATE, or any office, agency, or officer thereof, or any state employee, including the HOPA, the CPO, the Agency procurement officer, or to the services or goods, or both, provided under this Contract, in any of the CONTRACTOR'S brochures, advertisements, or other publicity of the CONTRACTOR. All media contacts with the CONTRACTOR about the subject matter of this Contract shall be referred to the Agency procurement officer.
26. Ownership Rights and Copyright. The STATE shall have complete ownership of all material, both finished and unfinished, which is developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Contract, and all such material shall be considered "works made for hire." All such material shall be delivered to the STATE upon expiration or termination of this Contract. The STATE, in its sole discretion, shall have the exclusive right to copyright any product, concept, or material developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Contract.
27. Liens and Warranties. Goods provided under this Contract shall be provided free of all liens and provided together with all applicable warranties, or with the warranties described in the Contract documents, whichever are greater.

28. Audit of Books and Records of the CONTRACTOR. The STATE may, at reasonable times and places, audit the books and records of the CONTRACTOR, prospective contractor, subcontractor, or prospective subcontractor which are related to:
- a. The cost or pricing data, and
 - b. A state contract, including subcontracts, other than a firm fixed-price contract.

29. Cost or Pricing Data. Cost or pricing data must be submitted to the Agency procurement officer and timely certified as accurate for contracts over \$100,000 unless the contract is for a multiple-term or as otherwise specified by the Agency procurement officer. Unless otherwise required by the Agency procurement officer, cost or pricing data submission is not required for contracts awarded pursuant to competitive sealed bid procedures.

If certified cost or pricing data are subsequently found to have been inaccurate, incomplete, or noncurrent as of the date stated in the certificate, the STATE is entitled to an adjustment of the contract price, including profit or fee, to exclude any significant sum by which the price, including profit or fee, was increased because of the defective data. It is presumed that overstated cost or pricing data increased the contract price in the amount of the defect plus related overhead and profit or fee. Therefore, unless there is a clear indication that the defective data was not used or relied upon, the price will be reduced in such amount.

30. Audit of Cost or Pricing Data. When cost or pricing principles are applicable, the STATE may require an audit of cost or pricing data.

31. Records Retention.

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

32. Antitrust Claims. The STATE and the CONTRACTOR recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, the CONTRACTOR hereby assigns to STATE any and all claims for overcharges as to goods and materials purchased in connection with this Contract, except as to overcharges which result from violations commencing after the price is established under this Contract and which are not passed on to the STATE under an escalation clause.

33. Patented Articles. The CONTRACTOR shall defend, indemnify, and hold harmless the STATE, and its officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys fees, and all claims, suits, and demands arising out of or resulting from any claims, demands, or actions by the patent holder for infringement or other improper or unauthorized use of any patented article, patented process, or patented appliance in connection with this Contract. The CONTRACTOR shall be solely responsible for correcting or curing to the satisfaction of the STATE any such infringement or improper or unauthorized use, including, without limitation: (a) furnishing at no cost to the STATE a substitute article, process, or appliance acceptable to the STATE, (b) paying royalties or other required payments to the patent holder, (c) obtaining proper authorizations or releases from the patent holder, and (d) furnishing such security to or making such arrangements with the patent holder as may be necessary to correct or cure any such infringement or improper or unauthorized use.

34. Governing Law. The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, shall be governed by the laws of the State of Hawaii. Any action at law or in equity to enforce or interpret the provisions of this Contract shall be brought in a state court of competent jurisdiction in Honolulu, Hawaii.
35. Compliance with Laws. The CONTRACTOR shall comply with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect the CONTRACTOR'S performance of this Contract.
36. Conflict Between General Conditions and Procurement Rules. In the event of a conflict between the General Conditions and the procurement rules, the procurement rules in effect on the date this Contract became effective shall control and are hereby incorporated by reference.
37. Entire Contract. This Contract sets forth all of the agreements, conditions, understandings, promises, warranties, and representations between the STATE and the CONTRACTOR relative to this Contract. This Contract supersedes all prior agreements, conditions, understandings, promises, warranties, and representations, which shall have no further force or effect. There are no agreements, conditions, understandings, promises, warranties, or representations, oral or written, express or implied, between the STATE and the CONTRACTOR other than as set forth or as referred to herein.
38. Severability. In the event that any provision of this Contract is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this Contract.
39. Waiver. The failure of the STATE to insist upon the strict compliance with any term, provision, or condition of this Contract shall not constitute or be deemed to constitute a waiver or relinquishment of the STATE'S right to enforce the same in accordance with this Contract. The fact that the STATE specifically refers to one provision of the procurement rules or one section of the Hawaii Revised Statutes, and does not include other provisions or statutory sections in this Contract shall not constitute a waiver or relinquishment of the STATE'S rights or the CONTRACTOR'S obligations under the procurement rules or statutes.
40. Pollution Control. If during the performance of this Contract, the CONTRACTOR encounters a "release" or a "threatened release" of a reportable quantity of a "hazardous substance," "pollutant," or "contaminant" as those terms are defined in section 128D-1, HRS, the CONTRACTOR shall immediately notify the STATE and all other appropriate state, county, or federal agencies as required by law. The Contractor shall take all necessary actions, including stopping work, to avoid causing, contributing to, or making worse a release of a hazardous substance, pollutant, or contaminant, and shall promptly obey any orders the Environmental Protection Agency or the state Department of Health issues in response to the release. In the event there is an ensuing cease-work period, and the STATE determines that this Contract requires an adjustment of the time for performance, the Contract shall be modified in writing accordingly.
41. Campaign Contributions. The CONTRACTOR is hereby notified of the applicability of 11-355, HRS, which states that campaign contributions are prohibited from specified state or county government contractors during the terms of their contracts if the contractors are paid with funds appropriated by a legislative body.
42. Confidentiality of Personal Information.
- a. Definitions.
- "Personal information" means an individual's first name or first initial and last name in combination with any one or more of the following data elements, when either name or data elements are not encrypted:
- (1) Social security number;
 - (2) Driver's license number or Hawaii identification card number; or

- (3) Account number, credit or debit card number, access code, or password that would permit access to an individual's financial information.

Personal information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

"Technological safeguards" means the technology and the policy and procedures for use of the technology to protect and control access to personal information.

b. Confidentiality of Material.

- (1) All material given to or made available to the CONTRACTOR by the STATE by virtue of this Contract which is identified as personal information, shall be safeguarded by the CONTRACTOR and shall not be disclosed without the prior written approval of the STATE.
- (2) CONTRACTOR agrees not to retain, use, or disclose personal information for any purpose other than as permitted or required by this Contract.
- (3) CONTRACTOR agrees to implement appropriate "technological safeguards" that are acceptable to the STATE to reduce the risk of unauthorized access to personal information.
- (4) CONTRACTOR shall report to the STATE in a prompt and complete manner any security breaches involving personal information.
- (5) CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR because of a use or disclosure of personal information by CONTRACTOR in violation of the requirements of this paragraph.
- (6) CONTRACTOR shall complete and retain a log of all disclosures made of personal information received from the STATE, or personal information created or received by CONTRACTOR on behalf of the STATE.

c. Security Awareness Training and Confidentiality Agreements.

- (1) CONTRACTOR certifies that all of its employees who will have access to the personal information have completed training on security awareness topics relating to protecting personal information.
- (2) CONTRACTOR certifies that confidentiality agreements have been signed by all of its employees who will have access to the personal information acknowledging that:
 - (A) The personal information collected, used, or maintained by the CONTRACTOR will be treated as confidential;
 - (B) Access to the personal information will be allowed only as necessary to perform the Contract; and
 - (C) Use of the personal information will be restricted to uses consistent with the services subject to this Contract.

d. Termination for Cause. In addition to any other remedies provided by this Contract, if the STATE learns of a material breach by CONTRACTOR of this paragraph by CONTRACTOR, the STATE may at its sole discretion:

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

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

e. Records Retention.

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

Department of Hawaiian Home Lands
CONSTRUCTION GENERAL CONDITIONS
Dated March 2014

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ARTICLE 1: DEFINITIONS AND ABBREVIATIONS

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

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

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

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

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

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

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

BID. See PROPOSAL.

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

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

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

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

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

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

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

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

COMPLETION. See SUBSTANTIAL COMPLETION and FINAL COMPLETION.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2 ABBREVIATIONS

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

~ END OF ARTICLE 1~

ARTICLE 2: [reserved]

ARTICLE 3: CONTRACT

3.1 NOTICE TO PROCEED

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

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

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

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

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

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

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

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

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

- 3.2.4 The CONTRACTOR shall be responsible for payment of all applicable federal, state, and county taxes and fees which may become due and owing by the CONTRACTOR by reason of this Contract, including but not limited to (i) income taxes, (ii) employment related fees, assessments, and taxes, and (iii) general excise taxes. The CONTRACTOR also is responsible for obtaining all licenses, permits, and certificates that may be required in order to perform this Contract.
- 3.2.5 The CONTRACTOR shall obtain a general excise tax license from the Department of Taxation, State of Hawaii, in accordance with Section 237-9, HRS, and shall comply with all requirements thereof.
- 3.2.6 The CONTRACTOR is responsible for securing all employee-related insurance coverage for the CONTRACTOR and the CONTRACTOR's employees and agents that is or may be required by law, and for payment of all premiums, costs, and other liabilities associated with securing the insurance coverage.
- 3.3 PERSONNEL REQUIREMENTS:
- 3.3.1 The CONTRACTOR shall secure, at the CONTRACTOR's own expense, all personnel required to perform this Contract.
- 3.3.2 The CONTRACTOR shall ensure that the CONTRACTOR's employees or agents are experienced and fully qualified to engage in the activities and perform the services required under this Contract, and that all applicable licensing and operating requirements imposed or required under federal, state, or county law, and all applicable accreditation and other standards of quality generally accepted in the field of the activities of such employees and agents are complied with and satisfied.
- 3.4 NONDISCRIMINATION. No person performing work under this Contract, including any subcontractor, employee, or agent of the Contractor, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.
- 3.5 CONFLICTS OF INTEREST. The CONTRACTOR represents that neither the CONTRACTOR, nor any employee or agent of the CONTRACTOR, presently has any interest, and promises that no such interest, direct or indirect, shall be acquired, that would or might conflict in any manner or degree with the CONTRACTOR's performance under this Contract.
- 3.6 EMPLOYMENT OF STATE RESIDENTS (§103B-3 HRS). The Contractor shall ensure that Hawaii residents comprise not less than eighty per cent of the workforce employed to perform the contract work on the project. The 80% requirement shall be determined by dividing the total number of hours worked on the contract by Hawaii residents, by the total number of hours worked on the contract by all employees of the Contractor in the performance of the contract. The hours worked by any Subcontractor of the Contractor shall count towards the calculation for this section. The hours worked by employees within shortage trades, as determined by the Department of Labor and Industrial Relations (DLIR), shall not be included in the calculation for this section.

~END OF ARTICLE 3~

ARTICLE 4: SCOPE OF WORK

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

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

4.2.4 CHANGE ORDERS

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

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

4.3 DUTY OF CONTRACTOR TO PROVIDE PROPOSAL FOR CHANGES

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

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

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

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

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

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

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

4.4 PRICE ADJUSTMENT (§3-125-13 HAR)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

~END OF ARTICLE 4~

ARTICLE 5: CONTROL OF WORK

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 5.12.3.3 An estimate of the reduction in performance costs that will result from adoption of the VECP taking into account the costs of implementation by the Contractor, including any amounts attributable to subcontracts, and the basis for the estimate;
- 5.12.3.4 A prediction of any effects the VECP would have on other costs to the Department, such as Department furnished property costs, costs of related items, and costs of maintenance and operation over the anticipated life of the material, equipment, or facilities as appropriate; the construction schedule, sequence and time; and bid item totals used for evaluation and payment purposes;
- 5.12.3.5 A statement of the time by which a change order adopting the VECP must be issued so as to obtain the maximum cost reduction during the remainder of this contract noting any effect on the contract time; and 5.12.3.6 The dates of any previous submissions of the VECP, the numbers of any Government contracts under which submitted and the previous actions by the Government, if known.
- 5.12.4 **REQUIRED USE OF LICENSED ARCHITECT OR ENGINEER.** When, in the judgment of the Project Manager, a VECP alters the design prepared by a registered professional architect or engineer, the Contractor shall ensure the changes to be prepared are by or under the supervision of a licensed professional architect or engineer, and stamped and so certified.
- 5.12.5 Unless and until a change order applies a VECP to a contract, the Contractor shall remain obligated to perform in accordance with the terms of the contract and the Department shall not be liable for delays incurred by the Contractor resulting from the time required for the Department's determination of the acceptability of the VECP.
- 5.12.5.1 The determination of the Project Manager as to the acceptance of any VECP under a contract shall be final.
- 5.12.6 **ACCEPTANCE OF VECP.** The Project Manager may accept in whole or in part any VECP submitted pursuant to this section by issuing a change order to the Contract. Prior to issuance of the change order, the Contractor shall submit complete final contract documents similar to those of the original Contract showing the accepted changes and the new design and features as well as the following:
 - 5.12.6.1 Design calculations;
 - 5.12.6.2 The design criteria used; and
 - 5.12.6.3 A detailed breakdown of costs and expenses to construct or implement such revisions.
 - 5.12.6.4 The change order will identify the final VECP on which it is based.
- 5.12.7 **VECP PRICE ADJUSTMENTS.** When a VECP is accepted under a contract, an adjustment in the contract price shall be made in accordance with Section 4.4, PRICE ADJUSTMENT. The adjustment shall first be established by determining the effect on the Contractor's cost of implementing the change, including any amount attributable to subcontractors and to the Department's charges to the Contractor for architectural, engineering, or other consultant services, and the staff time required to examine and review the proposal. The contract price shall then be reduced by fifty percent (50%) of the net estimated decrease in the cost of performance.

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

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

~END OF ARTICLE 5~

ARTICLE 6: CONTROL OF MATERIALS AND EQUIPMENT

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

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

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

~END OF SECTION 6~

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

7.1 PROSECUTION OF THE WORK

- 7.1.1 After approval of the Contract by the Chairman, a Notice to Proceed will be given to the Contractor as described in Section 3.10, NOTICE TO PROCEED. The Notice to Proceed will indicate the date the Contractor is expected to begin the construction and from which date contract time will be charged.
- 7.1.2 The Contractor shall begin work no later than ten (10) working days from the date in the Notice to Proceed and shall diligently prosecute the same to completion within the contract time allowed. The Contractor shall notify the Project Manager at least three (3) working days before beginning work.
- 7.1.3 If any subsequent suspension and resumption of work occurs, the Contractor shall notify the Project Manager at least twenty-four (24) hours before stopping or restarting actual field operations.
- 7.1.4 **WORKING PRIOR TO NOTICE TO PROCEED.** The Contractor shall not begin work before the date in the Notice to Proceed. Should the Contractor begin work before receiving the Notice to Proceed, any work performed in advance of the specified date will be considered as having been done at the Contractor's risk and as a volunteer and subject to the following conditions:
 - 7.1.4.1 Under no circumstances shall the Contractor commence work on site until it has notified the Project Manager of its intentions and has been advised by the Project Manager in writing that the project site is available to the Contractor. The project site will not be made available until the Contractor has complied with commencement requirements under Section 7.2, COMMENCEMENT REQUIREMENTS.
 - 7.1.4.2 In the event the contract is not executed, the Contractor shall, at its own expense, do such work as is necessary to leave the site in a neat condition to the satisfaction of the Project Manager. The Contractor shall not be reimbursed for any work performed.
 - 7.1.4.3 All work done prior to the Notice to Proceed shall be performed in accordance with the Contract Documents, but will only be considered authorized work and be paid for as provided in the Contract after the Notice to Proceed is issued.
- 7.1.5 For repairs and/or renovations of existing buildings, unless otherwise permitted by the Project Manager, the Contractor shall not commence with the physical construction unless all or sufficient amount of materials are available for either continuous construction or completion of a specified portion of the work. When construction is started, the Contractor shall work expeditiously and pursue the work diligently until it is complete. If only a portion of the work is to be done in stages, the Contractor shall leave the area safe and usable for the user agency at the end of each stage.
- 7.2 **COMMENCEMENT REQUIREMENTS.** Prior to beginning work on site, the Contractor shall submit the following to the Project Manager:
 - 7.2.1 Identification of the Superintendent or authorized representative on the job site. Refer to Section 5.9, COOPERATION BETWEEN THE CONTRACTOR AND THE DEPARTMENT;
 - 7.2.1.1 Identification of the surveyor who shall be licensed in the State of Hawaii and will work for it throughout the course of the project. Refer to Section 5.9.3.4.

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

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

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

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

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

7.4 PERMITS AND LICENSES

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

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

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

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

7.6 HOURS OF LABOR (§104-2 HRS)

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

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

- 7.7 PREVAILING WAGES (State §104-2 HRS & Federal Davis-Bacon)
- 7.7.1 The Contractor shall at all time observe and comply with all provisions of Chapter 104, HRS, the significant requirements of which are emphasized in the Department of Labor and Industrial Relations Publication No. H104-3 entitled “Requirements of Chapter 104, Hawaii Revised Statutes, Wages and Hours of Employees on Public Works Law”. The Contractor must also comply with all provisions of Federal Davis-Bacon Act (40 U.S.C. 276-276a-5 and Code of Federal Regulation (CFR) Title 29 and related Acts.
- 7.7.2 WAGE RATE SCHEDULE. The wage rate schedule may not be physically enclosed in the bid documents. However, the wage rate schedule is incorporated herein by reference and made a part of the Bid and Contract Documents. The bidder must obtain and use the latest minimum rates ten (10) days prior to the date set for the bid opening of bids. The wage rate schedule may be obtained from the DHHL, Labor Compliance Specialist, Hale Kalanianaʻole, 91-5420 Kapolei Parkway, Kapolei, Hawaii, 96707 or, State Department of Labor and Industrial Relations web site:
<http://labor.hawaii.gov/rs/home/wages/72-2/>
or the Federal Department of Labor (Davis- Bacon) wage rate schedule web site:
<http://www.wdol.gov>.
- 7.7.3 The Contractor or its subcontractor(s) shall pay all laborers and mechanics employed on the job site, unconditionally and not less often than once a week, and without deduction or rebate on any account except as allowed by law, the full amounts of their wages including overtime, accrued to not more than five (5) working days prior to the time of payment, at wage rates not less than those stated in the contract, regardless of any contractual relationship which may be alleged to exist between the Contractor and subcontractor and such laborers and mechanics. The wages stated in the contract shall not be less than the minimum prevailing wages (basic hourly rate plus fringe benefits), as determined by the of Labor and Industrial Relations and published in wage rate schedules. Any increase in wage rates, as determined by the of Labor and Industrial Relations and issued in the wage rate schedule, shall be applicable during the performance of the contract, in accordance with Section 104-2(a) and (b), Hawaii Revised Statutes. Notwithstanding the provisions of the original contract, if the of Labor and Industrial Relations determines that prevailing wages have increased during the performance of the contract, the rate of pay of laborers and mechanics shall be raised accordingly.
- 7.7.4 The applicable wage rate schedule shall be physically included in the Contract Documents executed by the successful Bidder.
- 7.7.5 POSTING WAGE RATE SCHEDULE. The rates of wages to be paid shall be posted by the Contractor in a prominent and easily accessible place at the job site and a copy of such wages required to be posted shall be given to each laborer and mechanic employed under the contract by the Contractor at the time the person is employed thereunder, provided that where there is a collective bargaining agreement, the Contractor does not have to provide its employees the wage rate schedules. Any revisions to the schedule of wages issued by the Department of Labor and Industrial Relations during the course of the Contract shall also be posted by the Contractor and a copy provided to each laborer and mechanic employed under the Contract as required above.
- 7.7.6 The Chairman may withhold from the Contractor so much of the accrued payments as the Chairman may consider necessary to pay to laborers and mechanics employed by the Contractor or any

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

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

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

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

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

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

7.10 OVERTIME AND NIGHT WORK

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

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

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

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

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

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

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

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

7.16 SANITARY, HEALTH AND SAFETY PROVISIONS

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

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

7.17 PROTECTION OF PERSONS AND PROPERTY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7.21 **CONTRACT TIME**

7.21.1 Time is of the essence for this Contract.

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

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

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

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

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

7.21.9 REDUCTION IN TIME - If the Department deletes any portion of the work, an appropriate reduction of contract time may be made in accordance with Section 4.2, CHANGES.

7.22 CONSTRUCTION SCHEDULE

7.22.1 The Contractor shall submit its detailed construction schedule to the Project Manager prior to the start of the work. The purpose of the schedule is to allow the Project Manager to monitor the Contractor's progress on the work. The schedule shall account for normal inclement weather, unusual soil or other conditions that may influence the progress of the work, schedules and coordination required by any utility, off or on site fabrications, and all other pertinent factors that relate to progress.

7.22.2 Submittal of and the Project Manager's receipt of the construction schedule shall not imply the Department's approval of the schedule's breakdown, its individual elements, and any critical path that may be shown. Any acceptance or approval of the schedule: (1) shall be for general format only and not for sequences or durations thereon; and (2) shall not be deemed an agreement by the Department that the construction means, methods and resources shown on the schedule will result in work that conforms to the contract requirements. The Contractor has the risk of all elements (whether or not shown) of the schedule and its execution.

7.22.3 In the event the Contractor submits and the Department receives an accelerated schedule (shorter than the contract time), such will not constitute an agreement to modify the contract time or completion date, nor will the receipt, acceptance or approval of such a schedule incur any obligation by the Department. The Contractor shall be solely responsible for and shall accept all risks and any delays that may materialize during the construction work until the contract completion date is reached. The contract time or completion date is established for the benefit of the Department and cannot be changed without an appropriate change order issued by the Department. All float on an accelerated schedule belongs exclusively to the Department. The Department will not be responsible for or obligated to accept the work before the completion date established by the Contract.

7.23 STATEMENT OF WORKING DAYS - For all contracts on a working day basis, the Contractor will submit a statement of the number of working days for each month together with the Monthly Payment Application. The Monthly Payment Application will not be processed without the statement of working days.

7.24 SUSPENSION OF WORK (§3-125-7 HAR)

7.24.1 PROCEDURE TO BE FOLLOWED. The Chairman may, by written order to the Contractor, at any time and without notice to any surety, suspend the performance of the work either in whole or in part for any cause, including but not limited to:

7.24.1.1 Weather or excess bad weather days, considered unsuitable by the Project Manager for prosecution of the work; or

7.24.1.2 Soil Conditions considered unsuitable by the Project Manager for prosecution of the work; or 7.24.1.3 Failure of the Contractor to:

- (a) Correct conditions unsafe for the general public or for the workers;
- (b) Carry out orders given by the Project Manager;
- (c) Perform the work in strict compliance with the provisions of the contract; or
- (d) Provide a qualified Superintendent on the jobsite as described under Subsection 5.9.2, SUPERINTENDENT.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7.32 PROJECT ACCEPTANCE DATE

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

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

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

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

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

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

7.38 RECORDS MAINTENANCE, RETENTION AND ACCESS

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

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

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

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

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

7.40 CONFIDENTIALITY OF MATERIAL

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

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

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

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

~END OF ARTICLE 7~

ARTICLE 8: MEASUREMENT AND PAYMENT

8.1 MEASUREMENT OF QUANTITIES

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

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

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

8.3 PAYMENT FOR ADDITIONAL WORK

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

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

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

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

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

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

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

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

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

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

8.3.4.5 EQUIPMENT

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

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

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

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

8.4 PROGRESS AND/OR PARTIAL PAYMENTS

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

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

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

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

~END OF ARTICLE 8~

NOTICE OF INTENTION TO BID

Date: _____

Mr. William J. Aila Jr., Chairman
Hawaiian Homes Commission
DEPARTMENT OF HAWAIIAN HOME LANDS
91-5420 Kapolei Parkway
Kapolei, Hawaii 96707

Attention: Kelbert Yoshida, Land Development Division
Notice of Intention to Bid due March 2, 2021

In accordance with the provisions of Section 103D-310, Hawaii Revised Statutes and Hawaii Administrative Rules 3-122-111, it is the intention of the undersigned to bid on IFB No. IFB-21-HHL-002, PANAWEA LOT 185 SITE IMPROVEMENTS, for which bids will be opened on **2:00 p.m., March 12, 2021.**

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

	e-mail address

Respectfully submitted,

Signature

Print Name and Title

Date: _____

The Department of Hawaiian Home Lands acknowledges on this date above, receipt of your Notice of Intention to Bid on IFB-21-HHL-002.

William J. Aila Jr., Chairman
Hawaiian Homes Commission

SAMPLE

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

issued by the

PROCUREMENT POLICY BOARD

STATE OF HAWAII

January, 2021

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

Submitted By _____

Address _____

Date _____

STANDARD QUALIFICATION QUESTIONNAIRE

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

GENERAL INFORMATION

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

(a) Project Title _____

(b) Location _____

(c) Bid Opening Date _____

2. The Questionnaire is being submitted in behalf of:

(a) Name of Offeror _____

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

(b) Address _____

(c) Telephone No. _____

(d) Date Submitted _____

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

(a) Members of joint Venture _____

(b) Date of Joint Venture Agreement _____

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

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

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

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

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

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

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

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

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

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

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

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

EQUIPMENT QUESTIONNAIRE

Submitted by _____

- A Corporation
- A Partnership
- An Individual

Principal Office _____

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

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

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

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

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

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

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

FINANCIAL STATEMENT

Submitted by _____

- A Corporation
- A Partnership
- An Individual

Principal Office _____

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

BALANCE SHEET

As of _____, 20_____

Assets

Current assets:

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

Property and equipment:

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

Other assets:

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

Total Assets: \$ _____

BALANCE SHEET (Continued)

Liabilities and Stockholder's Equity

Current liabilities:

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

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

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

Stockholder's equity:

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

Total Liabilities and Stockholder's Equity \$ _____

DETAILS RELATIVE TO ASSETS

(1) Cash and cash equivalents:

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

(2) Short-term investments:

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

(3) Accounts receivable (list major debtors):

Completed contracts

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

Other than completed contracts

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

(4) Inventories

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

DETAILS RELATIVE TO ASSETS (Continued)

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

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

(6) Prepaid expenses and other

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

(7) Land

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

(8) Buildings

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

(9) Vehicles, machinery and equipment

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

(10) Furniture and fixtures

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

DETAILS RELATIVE TO ASSETS (Continued)

(11) Cash surrender value of life insurance policies

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

(12) Deposits and other

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

DETAILS RELATIVE TO LIABILITIES AND STOCKHOLDER'S EQUITY

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

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

(2) Accounts payable (list major creditors)

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

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

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

(4) Accrued liabilities and other

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

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

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

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

(6) Capital stock

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

(7) Additional paid-in capital

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

(8) Treasury stock

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

STATEMENTS OF INCOME AND RETAINED EARNINGS

For the Years Ended _____, 20____ and 20____

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

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

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

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

Affidavit for Individual

STATE OF HAWAII
 COUNTY OF _____

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

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

 Notary Public

Affidavit for Partnership

STATE OF HAWAII
 COUNTY OF _____

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

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

 Notary Public

Affidavit for Corporation

STATE OF HAWAII
 COUNTY OF _____

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

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

 Notary Public

Corporate Resolution Form

CORPORATE RESOLUTION
(Name of Corporation - Use Letterhead)

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

(address)

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

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

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

Secretary

(Names and Addresses of:)
President
Vice President
Secretary

LINDA LINGLE
GOVERNOR

AARON S. FUJIOKA
ADMINISTRATOR



PROCUREMENT POLICY BOARD
LESLIE S. CHEN
SANTIE ANN MO
GREGORY L. KING
ELISS K. SAITO
PAMELA A. TORRES

STATE OF HAWAII
STATE PROCUREMENT OFFICE
P. O. Box 119
Honolulu, Hawaii 96810-0119
Tel: (808) 587-4700 Fax: (808) 587-4703
www.spe.hawaii.gov

July 24, 2007

PROCUREMENT CIRCULAR NO. 2007-05

TO: Executive Department Heads
FROM: Aaron S. Fujioka *Aaron S. Fujioka*
SUBJECT: Bid Security, Contract Performance and Payment Bonds

This circular is issued to:

- 1) Reissue Procurement Circular No. 1998-09, dated November 23, 1998; and
- 2) Reissue amended bond forms Exhibits B, D, F, and includes the bond and acknowledgment forms Exhibits A, C, E, G, H, I, J, which did not require any changes. The forms are as required by HAR Subchapter 24, Chapter 3-122, and in accordance with HRS §§103D-323 to 103D-328.

Bonds are to protect against the failure or refusal of the offeror to proceed with the performance of the contract, secure the faithful performance of contract requirements, and payment of suppliers or subcontractors. Exemptions on the use of these bond forms are allowed, with the prior approval of the Administrator.

Changes made to the bond forms, effective June 21, 2007, are as follows:

- 1) Exhibits B & D:

Page 1, 2nd paragraph, is amended to read: "WHEREAS, the above-bound Principal has [entered into] signed a Contract with Obligeo [dated] on _____ for the following project: _____"

- ~~2) Exhibit F:~~

~~a. Page 1, 2nd paragraph, is amended to read: "WHEREAS: The Principal has by _____ [entered into] signed a contract with _____ following Project: _____"~~

Not available for use in solicitations
(Procurement Circular 2014-08)

~~b. Page 2, 3rd paragraph, is amended to read: "...the performance of the Contract who has not been paid in full therefor after [two months] ninety days from the completion..."~~

~~c. Page 3, 1st sentence, is amended to read: "The amount of this bond may be reduced in accordance with and subject to section [3-122-226] 3-122-225, Hawaii Administrative Rules."~~

PROCUREMENT CIRCULAR NO. 2007-05

July 24, 2007

Page 2

- 3) Exhibits A, C, E, G, H, I, J: No changes were made to these exhibits.

Purchasing agencies shall utilize bond and acknowledgment forms as provided in the exhibits listed below:

EXHIBIT A: Surety bid security titled "*Surety [Bid] [Proposal] Bond*", dated 11/17/98.

EXHIBIT B: Surety contract performance bond titled "*Performance Bond (Surety)*", dated 6/21/07.

EXHIBIT C: Contract performance bond for types of security pursuant to HAR §3-122-222(2) and (3), titled "*Performance Bond*", dated 11/17/98.

EXHIBIT D: Surety contract labor and material payment bond titled "*Labor and Material Payment Bond (Surety)*", dated 6/21/07.

EXHIBIT E: Contract labor and material payment bond for types of security pursuant to HAR §3-122-222(2) and (3), titled "*Labor and Material Payment Bond*", dated 11/17/98.

~~EXHIBIT F: Surety combination contract performance and payment bond titled "*Performance and Payment Bond*", dated 6/21/07.~~

Not available for use in solicitations
(Procurement Circular 2014-08)

EXHIBIT G: Surety contract performance bond for goods and services supplemental agreement titled "*Performance Bond (Surety) for Supplemental Agreement for Goods and Services*", dated 11/17/98.

EXHIBIT H: Contract performance bond for goods and services supplemental agreement for types of security pursuant to HAR §3-122-222(2) and (3), titled "*Performance Bond for Supplemental Agreement for Goods and Services*", dated 11/17/98.

EXHIBIT I: Contractor acknowledgement form for use with contract performance and payment bonds titled "*Contractor Acknowledgment*", dated 11/12/97.

EXHIBIT J: Surety acknowledgement form for use with contract performance and payment bonds titled "*Surety Acknowledgment*", dated 11/12/97.

The exhibit bond and related forms are available on the SPO homepage at www.spo.hawaii.gov under the "Quick Links" section, click on "Forms for State Agencies". To view the complete listing of all current Procurement Circulars, click on "Procurement Circulars".

Questions may be directed to Justin Fo at 586-0577 or Colin Tanaka at 586-0558, or call me at 587-4700.

EXHIBIT A

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

Bond No. _____

KNOW TO ALL BY THESE PRESENTS:

That we, _____
(Full Name or Legal Title of Offeror)

as Offeror, hereinafter called Principal, and _____
(Name of Bonding Company)

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

as Owner, hereinafter called Owner, in the penal sum of _____

(Required Amount of Bid Security)

Dollars (\$ _____), lawful money of the United States of America, for the payment of
which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these
presents.

WHEREAS:

The Principal has submitted an offer for _____

(Project by Number and Brief Description)

NOW, THEREFORE:

The condition of this obligation is such that if the Owner shall reject said offer, or in the
alternate, accept the offer of the Principal and the Principal shall enter into a Contract with the
Owner in accordance with the terms of such offer, and give such bond or bonds as may be
specified in the solicitation or Contract Documents with good and sufficient surety for the faithful
performance of such Contract and for the prompt payment of labor and material furnished in the
prosecution thereof as specified in the solicitation then this obligation shall be null and void,
otherwise to remain in full force and effect.

Signed this _____ day of _____, _____

(Seal)

Name of Principal (Offeror)

Signature

Title

(Seal)

Name of Surety

Signature

Title

EXHIBIT B

PERFORMANCE BOND (SURETY)

(6/21/07)

KNOW TO ALL BY THESE PRESENTS:

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

as Contractor, hereinafter called Principal, and _____

(Name and Street Address of Bonding Company)

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

surety in the State of Hawaii, are held and firmly bound unto the _____,
(State/County Entity)

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

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

WHEREAS, the above-bound Principal has signed a Contract with Obligee on _____, for the following project: _____

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

NOW THEREFORE, the condition of this obligation is such that:

If the Principal shall promptly and faithfully perform, and fully complete the Contract in strict accordance with the terms of the Contract as said Contract may be modified or amended from time to time; then this obligation shall be void; otherwise to remain in full force and effect.

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

In the event of Default by the Principal, of the obligations under the Contract, then after written Notice of Default from the Obligee to the Surety and the Principal and subject to the limitation of the penal sum of this bond, Surety shall remedy the Default, or take over the work to be performed under the Contract and complete such work, or pay moneys to the Obligee in satisfaction of the surety's performance obligation on this bond.

Signed this _____ day of _____, _____.

(Seal)

Name of Principal (Contractor)

* _____
Signature

Title

(Seal)

Name of Surety

* _____
Signature

Title

*ALL SIGNATURES MUST BE ACKNOWLEDGED
BY A NOTARY PUBLIC

EXHIBIT C

PERFORMANCE BOND

(11/17/98)

KNOW TO ALL BY THESE PRESENTS:

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

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

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

(Dollar Amount of Contract)

DOLLARS (\$ _____), lawful money of the United States of America, for the payment of which to the said Obligee, well and truly to be made, Contractor binds itself, its heirs, executors, administrators, successors and assigns, firmly by these presents. Said amount is evidenced by:

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

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

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

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

Certified Check No. _____, dated _____, accepted by a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned _____.

WHEREAS:

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

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

NOW, THEREFORE,

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

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

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

Signed this _____ day of _____, _____.

(Seal)

Name of Contractor

* _____
Signature

Title

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

EXHIBIT D

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

KNOW TO ALL BY THESE PRESENTS:

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

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

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

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

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

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

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

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

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

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

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

Signed this _____ day of _____, _____.

(Seal)

Name of Principal (Contractor)

* _____
Signature

Title

(Seal)

Name of Surety

* _____
Signature

Title

*ALL SIGNATURES MUST BE ACKNOWLEDGED
BY A NOTARY PUBLIC

EXHIBIT E

LABOR AND MATERIAL PAYMENT BOND
(11/17/98)

KNOW TO ALL BY THESE PRESENTS:

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

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

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

Obligee, in the amount of _____

(Dollar Amount of Contract)

DOLLARS (\$ _____), lawful money of the United States of America, for the payment of which to the said Obligee, well and truly to be made, Contractor binds itself, its heirs, executors, administrators, successors and assigns, firmly by these presents. Said amount is evidenced by:

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

a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;

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

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

Certified Check No. _____, dated _____, accepted by a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;

WHEREAS:

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

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

NOW, THEREFORE,

The condition of this obligation is such that, if Contractor shall promptly and faithfully perform the Contract in accordance with, in all respects, the stipulations, agreements, covenants and conditions of the Contract as it now exists or may be modified according to its terms, free from all liens and claims and without further cost, expense or charge to the Obligee, its officers, agents, successors or assigns, free and harmless from all suits or actions of every

nature and kind which may be brought for or on account of any injury or damage, direct or indirect, arising or growing out of the doing of said work or the repair or maintenance thereof or the manner of doing the same or the neglect of the Contractor or its agents or servants or the improper performance of the Contract by the Contractor or its agents or servants or from any other cause, and shall promptly pay all persons supplying labor and materials for the performance of the Contract, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

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

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

The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment of mechanics' liens which may be filed of record against the Project, whether or not claim for the amount of such lien be presented under and against this bond.

Signed this _____ day of _____, _____.

(Seal)

Name of Contractor

* _____
Signature

Title

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

EXHIBIT F

COMBINATION PERFORMANCE AND PAYMENT BOND
(6/21/07)

KNOW TO ALL BY THESE PRESENTS:

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

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

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

(Twice the Dollar Amount of Contract)

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

WHEREAS:

The Principal has by written agreement dated _____ signed a contract with
Obligor for the following Project: _____

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

NOW, THEREFORE,

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

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

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

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

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

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

Signed this _____ day of _____.

Not available for use in solicitations
(Procurement Circular 2014-08)

(Seal)

Name of Principal (Contractor)

* _____
Signature

Title

(Seal)

Name of Surety

* _____
Signature

Title

*ALL SIGNATURES MUST BE ACKNOWLEDGED
BY A NOTARY PUBLIC

EXHIBIT G

PERFORMANCE BOND (SURETY)
FOR SUPPLEMENTAL AGREEMENT
FOR GOODS AND SERVICES
(11/17/98)

KNOW TO ALL BY THESE PRESENTS:

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

as Contractor, hereinafter called Principal, and _____

(Name and Street Address of Bonding Company)

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

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

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

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

_____ and entered into Supplemental Agreement No. _____, dated _____ for the period _____ hereinafter collectively called Contract, which Contract is incorporated herein by reference and made a part hereof.

NOW THEREFORE, the condition of this obligation is such that:

If the Principal shall promptly and faithfully perform, and fully complete the Contract in strict accordance with the terms of the Contract as said Contract may be modified or amended from time to time; then this obligation shall be void; otherwise to remain in full force and effect.

Surety to this Bond hereby stipulates and agrees that no changes, extensions of time, alterations, or additions to the terms of the Contract, including the work to be performed thereunder, and the specifications or drawings accompanying same, shall in any way affect its

obligation on this bond, and it does hereby waive notice of any such changes, extensions of time, alterations, or additions, and agrees that they shall become part of the Contract.

In the event of Default by the Principal, of the obligations under the Contract, then after written Notice of Default from the Obligee to the Surety and the Principal, Surety shall either remedy the Default, or take over the work to be performed under the Contract and complete such work, subject, however, to the limitation of the penal sum of this bond.

Signed this _____ day of _____

(Seal)

Name of Principal (Contractor)

* _____
Signature

Title

(Seal)

Name of Surety

* _____
Signature

Title

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

EXHIBIT H

PERFORMANCE BOND
FOR SUPPLEMENTAL AGREEMENT
FOR GOODS AND SERVICES
(11/17/98)

KNOW TO ALL BY THESE PRESENTS:

That we, _____
(Full Legal Name and Street Address of Contractor)
as Contractor, hereinafter called Contractor, is held and firmly bound unto the
_____, its successors and assigns, as Obligee, hereinafter called Obligee,
(State/County Entity)
in the amount of _____
(Dollar Amount of Contract)

DOLLARS (\$ _____), lawful money of the United States of America, for the
payment of which to the said Obligee, well and truly to be made, Contractor binds itself, its
heirs, executors, administrators, successors and assigns, firmly by these presents. Said
amount is evidenced by:

- Legal tender;
- Share Certificate unconditionally assigned to or made payable at sight to

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

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

WHEREAS:

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

 and entered into Supplemental Agreement No. _____, dated _____ for the period _____; hereinafter collectively called Contract, which Contract is incorporated herein by reference and made a part hereof.

NOW, THEREFORE,

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

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

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

Signed this _____ day of _____, _____.

(Seal)

Name of Contractor

* _____
Signature

Title

*ALL SIGNATURES MUST BE ACKNOWLEDGED
BY A NOTARY PUBLIC



**STATE OF HAWAII
STATE PROCUREMENT OFFICE**

CERTIFICATION FOR HAWAII PRODUCT PREFERENCE

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

Submit one (1) form for each product.

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

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

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

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

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

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

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

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

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

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

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

Signature of Authorized Representative: _____ Date: _____

Print Name of Authorized Representative: _____ Title: _____

GOVERNMENT USE ONLY

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

Procurement Officer Signature _____

Government Agency _____

FORM 1

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

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

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

FORM 2

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

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

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

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

Project Title: _____

Agency Project No: _____

Contract No.: _____

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

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

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

CORPORATE SEAL

(Name of Company)

(Signature)

(Print Name)

(Print Title)

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

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

Notary Name: _____

Doc. Description: _____

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

Notary Signature _____ Date

NOTARY CERTIFICATION

STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS
DAILY CONSTRUCTION REPORT

Project: _____

 Contractor: _____

Report No. _____
 Date: _____

Inspector's Time at Jobsite
 Time Started _____ Weather Conditions:
 Time finished _____ Wind direction/ Speed

LABOR RECORD			
Name of Person(s)	Contractor	Classification	Hours
EQUIPMENT RECORD			
Equipment ID	Description of Equipment	Hours	
MATERIAL RECORD			
Source of Material	Description of Material	Quantity	
DESCRIPTION OF CONSTRUCTION ACTIVITIES			
REMARKS:			

Reviewed and Accepted

 Name and Title of Authorized Representative

 Signature and Date

Prepared by:

 Name and Title of Authorized Representative

 Signature and Date

STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS
DAILY CONSTRUCTION REPORT PICTURES

DIVISION 2 – SITE CONSTRUCTION

SECTION 02050 – DEMOLITION AND REMOVAL

PART 1 - GENERAL

1.01 GENERAL CONDITIONS

- A. As specified in Section 01010.

1.02 GENERAL REQUIREMENTS

- A. Provide all equipment, materials, tools, labor, etc., as required to perform all demolition, removal work, and clearing and grubbing of the construction area, complete, as indicated on the drawings and as specified herein, including careful removal and disposal of material.
- B. The Contractor shall obtain and pay for all necessary permits for removal work prior to commencement of work.

1.03 JOB CONDITIONS

- A. Condition of Existing Improvements: The Engineer assumes no responsibility for the actual conditions of items or portions of structures to be removed.
- B. Interference with Adjacent Occupied Spaces: Maintain free and safe passage to and from occupied spaces. Provide temporary barricades and other forms of protection as required to protect the users from injury due to demolition and/or removal work.
- C. Storage or sale of removed items on site will not be permitted.
- D. Protection: Provide temporary barricades and other forms of protection as required to protect the general public from injury due to selective removal work and to maintain security.
 - 1. Provide interior and exterior shoring, bracing, or support to prevent movement, settlement, or collapse of structure or elements to be removed, and adjacent facilities or work to remain.
 - 2. Protect from damage existing finish work that is to remain in place and becomes exposed during demolition operations.
 - 3. Life safety procedures and provisions shall be in conformance with all applicable Federal, State, and County regulations, including OSHA.
- E. Damages: Promptly repair damages caused to adjacent facilities or areas by removal work at no cost to the State.
- F. Use of explosives will not be permitted.
- G. Dust and Erosion Control: Contractor shall comply with the requirements of State of Hawaii, Department of Health.

PART 2 – PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.01 CONSTRUCTION REQUIRMENTS

- A. The Drawings show general information only. Contractor shall examine the site to determine exact existing conditions, character, extent of the work to be performed and demolition operations required to complete the new work. The Contractor shall exercise every precaution to preserve and protect existing improvements to remain or to be removed by others.

3.02 INSPECTION

- A. Prior to commencement of selective demolition work, inspect areas in which work will be performed. Photograph existing conditions to document structure surfaces, equipment or surrounding properties which could be misconstrued as damaged as a result of the selective demolition work; file with Engineer prior to starting work.

3.03 EXISTING UTILITY LINES

- A. The existence of underground utility lines other than those approximately shown is not definitely known. The Contractor shall be responsible for toning, probing, obtaining as-built drawings, etc., to determine existing utility locations prior to any demolition work. The Contractor shall promptly repair all damaged utilities at no cost to the State.
- B. The Contractor shall serve proper notice and consult with the Engineer regarding any temporary disconnections of electrical or other utility lines in the area which may be required for the removal work, and all such lines where necessary shall be properly disconnected before commencing with the work.

3.04 DEMOLITION

- A. All work shall be executed as indicated on the plans, with due consideration for all items to remain.
- B. Limits of pavement removal shall be as shown on the plans or as directed by the Engineer. Saw cut along the excavation line to produce a uniform break line both vertically and horizontally. Remove paving so as to prevent spalling, cracking or other damage to adjacent paving which is to remain. The Contractor shall at his/her own expense remove and replace damaged pavement outside the limits of removal caused by him/her or his/her subcontractors. Reuse of demolished concrete or asphalt paving, as rubble fill shall not be permitted.
- C. The Contractor shall remove demolished material as specified in Section 202 of the “2005 Standard Specifications for Road and Bridge Construction”. Demolished material shall be disposed of in accordance with item entitled “3.07 DISPOSITION OF MATERIAL.”
- D. Removal of existing signs, fences, gates, and railings shall include foundations below grade.
- E. Any open trenches, holes, depressions and pits left open at the end of the working day shall be covered steel plates.
- F. If unanticipated mechanical, electrical or structural elements which conflict with intended

function or design are encountered, investigate and measure both nature and extent of the conflict. Submit report to the Engineer in written, accurate detail. Pending receipt of directive from Engineer rearrange selective demolition schedule as necessary to continue overall job progress without delay.

3.05 REPAIR OF WORK

- A. Damage resulting from removal work shall be repaired by the Contractor at his/her expense. The condition of all existing exposed surfaces shall be equal to or better than that that existed before the removal work. Where the method of repair work is not indicated or specified, the Contractor shall perform the repair work in accordance with the limits of generally accepted trade standards.

3.06 SALVAGE OF REMOVED ITEMS

- A. The Contractor shall remove and stockpile/store all items as specified on the plans. All items not specified to be salvaged shall be disposed of in accordance with item entitled "3.07 DISPOSITION OF MATERIAL."

3.07 DISPOSITION OF MATERIAL

- A. All materials resulting from removal work, except as indicated or specified otherwise, shall become the property of the Contractor and shall be removed from the limits of State property. Remove rubbish and debris from the jobsite daily, unless otherwise directed; do not allow accumulations inside or outside any buildings or roadways. The Contractor shall transport and legally dispose of materials off site. Remove and transport debris and rubbish in a manner that will prevent spillage on streets or adjacent areas.
- B. If hazardous materials are encountered during demolition operations, comply with applicable State, Federal and local regulations, laws, and ordinances concerning removal, handling, and protection against exposure or environmental pollution.
- C. Burning of removed materials is not permitted on project site.

3.08 CLEAN-UP AND REPAIR

- A. Any disturbance to road beds, landscaped areas, concrete structures, etc., shall be restored to original condition. The Contractor shall take care to avoid damage to immediate and surrounding areas and protect property, vehicles, etc.
- B. In landscaped areas, remove grass in a manner that will allow replacement close to its original condition. Use a drop cloth or similar ground cover at all times to contain and hold removal of earth, plantings, etc., whether on concrete, asphalt, lawn, and/or landscaped areas.
- C. Any concrete, asphalt, or pavers removed shall be replaced in as close to original condition as possible, and within the limits of generally accepted trade standards. When regrassing is required, the grass used shall match the surrounding area.
- D. The Contractor at his/her expense shall repair damage resulting from removal work. The condition of all existing exposed surfaces shall be equal to or better than that which existed before the removal work. Where the method of repair work is not indicated or specified, the Contractor shall perform the repair work in accordance with the limits of generally accepted trade standards.

- E. Remove all evidence of demolition work and leave areas impacted by demolition work in clean and debris-free condition.

END OF SECTION

SECTION 02200 – EARTHWORK

PART 1 - GENERAL

1.01 GENERAL CONDITIONS

- A. As specified in Section 01010.

1.02 GENERAL REQUIREMENTS

- A. Furnish all labor, materials, tools, and equipment necessary for site excavation, backfilling, rough and finish grading, and related items necessary to complete all work shown on the drawings and/or specified item.
- B. Specifications for Public Works Construction, dated September 1986 is hereby incorporated into and made part of these specifications by reference unless otherwise modified hereinafter with the exception of paragraphs Method of Measurement and Payment.

1.03 WORK SPECIFIED IN OTHER SECTIONS

- A. Demolition and removal as specified in SECTION 02050 – DEMOLITION AND REMOVAL.

1.04 ORDINANCES AND PERMITS

- A. The Contractor shall comply with all applicable ordinances and regulations and obtain the required permits. All grading work shall comply with Chapter 10 of the Hawaii County Code, as amended.
- B. The Contractor shall comply with the provisions of Chapter 11-55 Water Pollution Control and Chapter 11-54 Water Quality Standards of the Hawaii Administrative Rules, Department of Health, State of Hawaii.

1.05 EXISTING UTILITY LINES

- A. The existence of active underground utility lines within the construction area is not definitely known other than those indicated in their approximate locations on the drawings. Should any unknown line be encountered during excavation, the Contractor shall immediately notify the Engineer of such discovery. The Engineer shall then investigate and issue instructions for the preservation or disposition of the unknown line. Authorization for extra work shall be issued by the Engineer only as he deems necessary.

1.06 LAYOUT OF PROJECT

- A. The Contractor shall verify all lines, levels, elevations and improvements indicated on the drawings before any excavation begins. All lines and grades shall be verified by a Surveyor or Civil Engineer licensed in the State of Hawaii. Any discrepancy shall be immediately brought to the attention of the Engineer and any change shall be made in accordance with his instruction. Commencement of clearing and grubbing operations shall be construed to mean that the Contractor agrees that the existing grades and improvements are essentially correct as shown. The Contractor shall not be entitled to extra payment if existing grades and improvements are in error after his verification thereof, or if he fails to report the discrepancies before proceeding with any work whether within the area affected or not.

1.07 DOCUMENTS

- A. The Contractor shall have the following documents available for the use of the Engineer at the job site:
1. Grading Ordinance (Chapter 10 of the Hawaii County Code).
 2. Hawaii Administrative Rules, Chapter 11-55 Water Pollution Control and Chapter 11-54 Water Quality Standards, Department of Health, State of Hawaii
 3. ASTM D1557.
 4. Grubbing or Grading permit from the County of Hawaii, if required.
 5. Hawaii Standard Specifications for Road and Bridge Construction, dated 2005 with the latest applicable amended sections.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. All materials excavated shall be considered to be unclassified and shall be paid for as such, whether earth, boulders, solid rock, concrete, steel, rubbish, wood, or other materials.
- B. Fill and Backfill Material
1. Yard fill: Yard fill shall be used for all areas where no concrete or A.C. pavement is to be constructed. Fill materials shall be non-expansive soil, free from debris, perishable or combustible materials, sod, and stones larger than 6 inches in maximum dimension and shall have a plasticity index not greater than 20. Any rock shall be well distributed in earth or other fine material with all voids filled and shall not be placed within 3 feet of the finished grade.

In the event that insufficient amount of yard fill is delivered from earthwork operations, the Contractor shall import the necessary materials without any additional cost to the State. Such imported materials shall be subject to approval of the Engineer and shall meet the requirements as specified for the materials.
 2. Structural fill: Structural fill shall be used in areas where new concrete or A.C. paving is to be constructed and shall be non-expansive, granular, well-graded material with a 3 inch maximum particle size and less than 20 percent by weight passing the No. 200 sieve. The fill material shall be free from clumps of soil, organic debris, adobe or other deleterious matter.

The plasticity index for that portion of soil passing the #40 sieve shall not be greater than 10. The CBR shall not be less than 25. Recycled asphalt pavement shall not be used as structural fill.
 3. Materials excavated within the project boundary may be used as a source of fill provided that they are processed to meet gradation requirements herein.

C. Temporary geotextile silt fencing shall have the following properties:

1. Geotextile shall be a woven fabric made of polypropylene fibers.
2. Minimum Roll Width: 3 ft.
3. Grab Tensile Strength: 100 lbs. (ASTM D-4632)
4. Elongation: 15% (ASTM D-4632)
5. Mullen Burst Strength: 275 psi (ASTM D-3786)
6. Coefficient of Water Permeability: 15 gal/min/SF
7. Trapezoidal Tear Strength: 50 lbs. (ASTM D-4533)
8. Puncture Strength: 60 lbs. (ASTM D-4833)

PART 3 - EXECUTION

3.01 GENERAL

- A. No excavation or filling shall be undertaken until the area has been cleared and grubbed.
- B. Install temporary erosion, dust and siltation control measures as shown on the drawings or ordered by the Engineer. Remove temporary measures after permanent erosion control measures have been established.
- C. All excavation shall be protected and guarded against danger to life, limb and property.
- D. Shoring, cribbing and lagging, as required to safely preserve the excavations and earth banks from damages resulting from the work shall be provided and installed by the Contractor.
- E. The Contractor shall at all times control the grading around building areas so that the ground is adequately sloped to prevent any water from flowing into building areas and open trench excavations. All excavations shall be kept free from standing water. The Contractor shall do all pumping and draining that may be necessary to remove water to the extent required in carrying on the work. The Contractor shall obtain the NOI (Notice of Intent) permit from the State Department of Health for any dewatering activities.

Lowering or rising of water table in areas where ground settlement or other detrimental effects may be induced is expressly prohibited. In such areas, the excavated spaces shall be sealed prior to the pumping of water or other approved means employed by the Contractor. The Contractor shall be responsible for disposal of the pumped liquids. Water from dewatering and other construction operations shall not be discharged directly into the storm drainage system. The method of discharge shall comply with Department of Health Regulations.

Construction equipment which requires water in their operation shall not be used in the vicinity or within the building area without the approval of the Engineer.

- F. Caution shall be exercised in all excavation work adjacent to existing trees which are to remain. All exposed fibrous and branch type roots shall be carefully pruned or saw-cut to the

extent required for excavation work. Every effort shall be taken to preserve the existing trees and to minimize damage to said trees.

- G. The Contractor shall use the best management practices to reduce the amount of soil erosion resulting from the grading work.

The work areas and haul roads, including roadways leading to the project site, shall be continuously watered to prevent the generation of dust. Granular materials shall be spread over all unpaved haul routes. An 12-inch thick layer of 2 to 3-inch coarse aggregate shall be installed at delivery access points to reduce tracking mud onto public roadways.

All truck tires shall be free of mud before leaving the job site and entering a public roadway. The Contractor will clean all roads of mud and dirt resulting from his operations at no additional cost to the State.

- H. The areas not covered by concrete or A.C. pavements shall be graded to conform to finish contours with allowance for topsoil if applicable.

- I. Laying Out

1. The laying out of base lines, establishment of grades and staking out the entire work shall be done by a surveyor or a civil engineer licensed in the State of Hawaii, at the Contractor's expense. The Contractor shall be solely responsible for their accuracy. The Contractor shall erect and maintain substantial batterboards showing construction of lines and levels.
2. Should any discrepancies be discovered in the dimensions given in the plans, the Contractor shall immediately notify the Engineer before proceeding any further with the work.
3. The Contractor shall be responsible for re-establishing property corners or survey control points which are destroyed by his operations.

3.02 EXCAVATION

- A. General Requirements

1. Excavation shall be done so as to obtain the elevations called for on drawings, allowing for fill, grading, and drainage away from buildings.
2. Usable Materials as approved by the Engineer shall be stockpiled (for later use as fill material) in a location designated by the Engineer. Crushing basalt fragments may be necessary prior to reuse in compacted fills. This material may also be excavated directly to fill at the Contractor's option, provided that the materials conform to the requirements of the intended use as specified hereinbefore and sub grade preparation requirements have been met in the fill areas.
3. Non-usable Material such as mud, soft material, and expansive soils and excess materials shall become the property of the Contractor and shall be disposed of outside the project boundary limits at locations that have been approved by the Engineer.
4. Blasting as a means of excavation shall not be permitted.

5. Unsuitable subgrade soil, as determined by the Engineer shall be excavated and removed by the Contractor.

B. Structural Excavation

1. As specified by Section 206 of the "2005 Standard Specifications for Road and Bridge construction" except as modified herein.

3.03 FILL AND BACKFILL

A. General Requirements

1. Filling operations shall be performed so as to bring the entire project area to the finished grades shown on the drawings, allowing for concrete slab, or A.C. paving and base course.
2. At the time of compaction, the moisture content of fill and backfill material shall be such that the relative compactions specified can be obtained with the compacting equipment being used. At all times, it shall be the responsibility of the Contractor to employ such means as may be necessary to obtain a uniform optimum moisture content throughout the material being compacted.
3. Soft or loose soils that do not readily compact should be excavated and replaced with compacted structural fill at no cost to the State. All surface clayey silt/volcanic ash material shall be removed to the basalt or gravel strata prior to placement of the yard or structural fill.
4. All areas to receive fill shall be scarified, moisture conditioned to near optimum moisture content and compacted to a minimum of 95 percent relative compaction as determined by ASTM D1557 for a minimum depth of eight (8) inches.
5. In areas with gravelly material, the exposed gravelly material should be scarified to a depth of 6 inches and recompact to a minimum of 95 percent compaction, as determined by ASTM D 1557, prior to placement of the fill.
6. All fill slopes shall be at 2:1 or flatter as shown on plans.

B. Yard Fill

1. Yard fill shall be placed in layers, 8 inches or less in compacted thickness, and compacted to 90 percent of maximum density as determined by the ASTM D1557 procedure.

C. Structural Fill for Pavement Areas

1. Structural fill shall be placed in layers, 8 inches or less in loose thickness, moisture conditioned to near optimum moisture content, and compacted to at least 95 percent of maximum density as determined by ASTM D1557 procedure.

D. Structural Backfill

1. Structure backfill shall be placed as specified in Section 206 of the "2005 Hawaii Standard Specifications for Road and Bridge construction".

E. Placing, Spreading, and Compacting Fill Material

1. When moisture content of the fill material is below optimum, water shall be added until the moisture content is optimum to ensure that the proper compaction can be obtained. When the moisture content of the fill material is above optimum, the fill material shall be aerated until the optimum moisture content is obtained.
2. Recompaction: Where test results indicate that the moisture content of the fill is not suitable, or that insufficient compaction has been obtained, the fill shall be reconditioned and recompacted prior to placing additional fill material.

The Contractor shall be responsible for placing and compacting approved fill material in accordance with these Specifications. If the Contractor fails to meet the compaction requirements, he shall stop hauling or reduce his rate of haul, furnish additional spreading, watering and/or compaction equipment as may be required, or make any other adjustments necessary to produce a satisfactory compacted fill. When the work is stopped by rain, filling shall not resume until the Engineer has verified that the moisture content and the density of the fill surface are satisfactory.

3. During construction, all fill surfaces shall be sloped to provide positive surface drainage and to prevent ponding of water. If it appears that rain is imminent, the Contractor shall roll the surface with smooth rollers or rubber-tired equipment to seal the surface against excessive infiltration of water. Temporary surface drains and ditches shall be provided by the Contractor as necessary to expedite runoff and to prevent erosion.

F. Slopes and Final Grading

1. The Contractor will be required to obtain a minimum relative compaction of 95 percent of maximum dry density out to the finish fill slope face. Fill slopes shall be constructed by over-building and cutting-back to the finished grades to expose a well-compacted surface.
2. Excavation and embankment shall be finished with all slopes cut true and straight, in accordance with the lines and grades shown in the drawings. All slopes, whether old or new, shall be maintained with true and smooth surfaces. Over breaks shall be trimmed smoothly and neatly. The tops and ends of all slopes shall be flared and rounded.
3. All cut and fill slopes shall be protected from erosion by approved methods immediately upon their completion.
4. Cut Slopes
 - a. If any conditions not anticipated, such as perched water, seepage, lenticular or confined strata of a potentially adverse nature are encountered during grading, these conditions shall be analyzed by the Engineer and recommendations shall be made to treat these problems. The Contractor shall halt the grading work in such areas until the recommendations are made.
 - b. Unless otherwise specified in the drawings, no cut shall be excavated higher or steeper than that allowed by the County Ordinances. If there are substantial discrepancies in the elevations of the existing ground at the top of the slope which could result in a higher or steeper slope or could affect the location of the toe of slope, the Contractor

shall immediately inform the Engineer of such conditions, so that the drawings can be revised accordingly.

- c. Cut slopes shall be 2H:1V or flatter, unless otherwise recommended by the Engineer.

3.04 GRADING TOLERANCES

- A. All graded surfaces shall be finished to within 0.10 feet from the grades and cross sections indicated on the plans.

3.05 PROTECTION

- A. Protect benchmarks, property monuments, fences, and roads.
- B. Protect any above and below grade utilities that are to remain.
- C. Protect newly graded surface from traffic and erosion; keep areas free of trash and debris. Repair and re-establish grades in settled, rutted, and eroded area.
- D. Repair all damages caused by and resulting from construction activities in accordance with the requirements these specifications and as directed by the Engineer.

3.06 MEASUREMENT

- A. Excavation shall be measured for payment by the cubic yard unless specified otherwise in the proposal. The quantity shall be computed based on the average-end-area method and center line distance. Where it is impractical to measure quantities of excavation by the average-end-area method, the Engineer shall use the best method to obtain an accurate estimate.
- B. Excavation for unsuitable material below the established grade shall be measured by the cubic yard by cross-sectioning.
- C. The original position of the ground surfaces shall be as shown on the plans unless either the Engineer or the Contractor demonstrates that the profiles or cross sections are erroneous before the original ground is disturbed.
- D. The measurement shall include the volume of material involved in excavating and grading the roadway prism, embankments, slopes, rounding the tops and ends of cut slopes, widening of cuts as directed, excavating and removing slides and potential slide areas, and loosening and breaking of boulders or ledge rock within 6 inches below the roadway prism in cut sections whether the material is removed or not.
- E. No measurement shall be made for the volume of material involved in overshooting or excessive blasting, excavating beyond the designated lines and grades, and incidental work necessary to complete the roadway prism. Unless a bid item is included in the proposal, hauling shall not be measured for payment, but compensation shall be considered as included in the bid price for roadway excavation.

3.07 PAYMENT

- A. Unless specified otherwise in the special provisions and/or proposal, payment shall be made at the unit price bid per cubic yard for the quantity of roadway excavation as measured

above. Payment shall be full compensation for furnishing the necessary equipment, tools, labor and materials to complete the roadway excavation.

3.08 CLEAN UP

- A. Clean up and remove all debris accumulated from construction operations from time to time, when and as directed by the Engineer. Upon completion of the construction work and before final acceptance of the work, remove all surplus materials, equipment, etc., and leave entire job site clean and neat.

END OF SECTION

SECTION 02225 – TRENCHING, BACKFILLING AND COMPACTING FOR UTILITIES

PART 1 - GENERAL

1.01 GENERAL CONDITIONS

- A. As specified in Section 01010.

1.02 GENERAL REQUIREMENTS

- A. This section covers the requirements for trenching, backfilling and compacting for utilities.
- B. The Work under Section is specified in the following documents:
 - 1. Section 11 – Trench Excavation and Backfill of the County of Hawaii Department of Public Works (DPW) Standard Specifications. All references to measurement and payment do not apply.
 - 2. Comply with Hawaii Gas requirements for installation of the gas system.

1.03 WORK SPECIFIED IN OTHER SECTIONS

- A. Earthwork as specified in SECTION 02200 – EARTHWORK
- B. Storm drain utilities as specified in SECTION 02600 – STORM DRAINAGE UTILITIES
- C. Water line utility as specified in the SECTION 02665 – WATER SYSTEM

1.04 SUBMITTALS

- A. Submit in accordance with SECTION 01300
- B. Shoring and Sheet piling Plan (Shop Drawings and Diagrams): Describe materials of shoring system to be used. Indicate whether or not components will remain after filling or backfilling. Provide plans, sketches, or details along with calculations by a professional engineer registered in Hawai'i. Indicate sequence and method of installation and removal.

1.05 PERMITS

- A. Obtain necessary permits required from applicable agencies. All permit fees will be considered incidental to work and a separate payment shall not be made.

PART 2 - PRODUCTS

2.01 BACKFILL MATERIALS

- A. Bedding and backfill materials for drain lines shall be in accordance with Section 11 of the DPW Standard Specifications. Bedding and backfill for electrical conduits shall be as indicated and specified in the electrical plans.
- B. Select/Cushion material for sewer and drain lines shall be sand, graded crushed rock (commonly known as "rock sand") or excavated granular or sandy material, provided that all

rocks or lumps of material over one inch in its longest dimension have been removed. Select material shall be free from salt, ashes, refuse, organic material or other material, which, in the opinion of the Engineer, is unsuitable.

- C. All material to be used as select/cushion material backfill shall be approved by the Engineer. If in the opinion of the Engineer the excavated material does not meet the grading requirements of select material, the Contractor shall be required to screen the material prior to its use as select/cushion material backfill.
- D. Ordinary material used in the upper portion of the backfill from one foot above the top of the pipe to the surface of the ground or subgrade of the road shall not contain stone, rock or other material larger than six inches in its longest dimensions. No wood, vegetable matter or other material which, in the opinion of the Engineer, is unsuitable, shall be included in the backfill. No "adobe" or other materials determined to be deleterious by the Engineer shall be included in the backfill. Material shall conform to SECTION 02200 – EARTHWORK as applicable.
- E. The Contractor shall obtain the approval of the Engineer of all backfill material.

2.02 BURIED WARNING AND IDENTIFICATION TAPE

- A. Polyethylene plastic and metallic core or metallic-faced, acid and alkali resistant, polyethylene plastic warning tape manufactured specifically for warning and identification of buried utility lines. Provide tape in rolls, 3-inches minimum width, color coding as stated below for the intended utility with warning and identification imprinted in bold black letters continuously and repeatedly over the entire tape length. Warning and identification to read, "CAUTION, BURIED (intended service) LINE BELOW" or similar wording. Color and printing is to be permanent, unaffected by moisture or soil.

1. Drainage/Sewer Systems: Green

- B. Warning tape for metallic piping shall be acid and alkali-resistant polyethylene plastic tape conforming to the width, color, and printing requirements specified above. Minimum thickness of tape shall be 0.003 inch. Tape shall have a minimum strength of 1,500 pounds per square inch (psi) lengthwise, and 1,250 psi crosswise, with a maximum 350 percent elongation.
- C. Detectable warning tape for non-metallic piping shall be polyethylene plastic tape conforming to the width, color, and printing requirements specified above. Minimum thickness of the tape shall be 0.004 inch. Tape shall have a minimum strength of 1,500 psi lengthwise and 1,250 psi crosswise. Tape shall be manufactured with integral wires, foil backing, or other means of enabling detection by a metal detector when tape is buried up to 3 feet deep. Encase metallic element of the tape in a protective jacket or provide with other means of corrosion protection.

2.03 OTHER MATERIALS

- A. Provide other materials, not specifically described but required for a complete and proper installation, as selected by the Contractor subject to approval of the Engineer.

PART 3 - EXECUTION

3.01 SURFACE CONDITIONS

- A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the work. Do not proceed until unsatisfactory conditions are corrected.

3.02 FINISH ELEVATION AND LINES

- A. All material excavated from trenches shall be considered unclassified, whether consisting of earth, lava, soft rock, decomposed rock, solid rock, boulders or coral. The trench shall be so dug that the pipe can be properly installed to the alignment and grade specified. Excavation shall commence at the point directed by the Engineer and shall be carried on in an orderly manner. No jumps or spaces will be permitted unless approved by the Engineer. Before proceeding with any excavation under asphaltic concrete and concrete pavements, the Contractor shall cut the edges of the excavation with a power saw to insure a neat cut along the pavement.

- B. Trench Widths

1. The widths of trenches for all pipes and appurtenances shall be as shown on the Drawings.
2. Increases in widths over those shown due to sheeting, bracing or other necessities of construction, may be made by the Contractor with the approval of the Engineer, but no additional compensation will be allowed for such extra width.

- C. Trench Depths

1. In general, trench depths for all pipes and appurtenances shall be as shown on the Drawings.
2. Where necessary, the Engineer reserves the right to raise or lower the grade or to change alignments from those shown on the Drawings.

- D. Excavation Below Grades

1. Any part of the trench excavated below grade by the Contractor shall be corrected with select material, thoroughly compacted in place at no cost to the State.

3.03 PROCEDURES

- A. Utilities

1. All excavated areas shall be toned prior to excavation.
2. Unless shown to be removed, protect lines shown on the drawings or otherwise made known to the Contractor prior to trenching. If damaged, repair or replace at no additional cost of the State.
3. If active utility lines are encountered, and are not shown on the Drawings or otherwise made known to the Contractor, promptly take necessary steps to assure that service is not interrupted.
4. If service is interrupted as a result of work under this Section, immediately restore service by repairing the damaged utility at no additional cost to the State.

5. Expose existing utilities to confirm clearances as initial trenching work. If existing utilities are found to interfere with the permanent facilities being constructed under this Section, immediately notify the Engineer and secure his instructions.
 6. Do not proceed with permanent relocation of utilities until written instructions are received from the Engineer.
- B. Protection of Persons and Property
1. Barricade open holes and depressions occurring as part of the Work, and post warning lights on property adjacent to or with public access.
 2. Operate warning lights during hours from dusk to dawn each day and as otherwise required.
 3. Protect structures, utilities, sidewalks, pavements and other facilities from damage caused by settlement, lateral movement, washout, and other hazards created by operations under this Section.
- C. During the period of construction, the Contractor shall protect the public against mud, dust and similar nuisances and shall take steps to abate such nuisances.
- D. Convenient access to buildings along the line of work shall be maintained and temporary approaches shall be provided and kept in order. Temporary bridges for pedestrian traffic shall have handrails securely fastened to them. Handrails shall be free from any projecting nails, splinters and rough edges.
- E. Storing of excavated material alongside the trench shall be done in such a manner as not to obstruct traffic. Whenever, in the opinion of the Engineer, proper storage of excavated material cannot be made alongside the pipe trench, the material shall be hauled away from the work site. If the excavated material meets the requirements for backfill material and proper storage cannot be made alongside the pipe trench, the material shall be stockpiled at convenient locations for later use in backfill.
- F. Surplus Material
1. Unless otherwise specified in the Plans or Specifications, or ordered by the Engineer, surplus excavated material shall become the Contractor's property and shall be removed from the work site and disposed of at no cost to the State.

3.04 TRENCHING

- A. Provide sheeting and shoring necessary for protection of the Work, undermining of existing facilities and for the safety of personnel.
1. Prior to backfilling, remove all sheeting
 2. Do not permit sheeting to remain in the trenches except when, in the opinion of the Engineer, field conditions or the type of sheeting or methods of construction such as use of concrete bedding are such as to make removal of sheeting impracticable. In such cases, the Engineer may permit portions of sheeting to be cut off and remain in the trench.

B. Excavation

1. Short sections of a trench may be tunneled if, in the opinion of the Engineer, the conduit can be installed safely and backfill can be compacted properly into such tunnel.
2. Where it becomes necessary to excavate beyond the limits of normal excavation lines in order to remove boulders or other interfering objects, backfill the voids remaining after removal of the objects at no additional cost to the State, as directed by the Engineer.
3. When the void is below the subgrade for the utility bedding, use select materials and compact to the relative density directed by the Engineer, but in no case to a relative density less than 95%.
4. When the void is below the subgrade for the utility bedding, use select materials and compact to the relative density directed by the Engineer, but in no case to a relative density less than 95%.
5. Excavating for Appurtenances
 - a. Excavate for cleanouts and similar structures to a distance sufficient to leave at least 12-inches clear between outer surfaces and the embankment or shoring that may be used to hold and protect the banks.
 - b. Overdepth excavation beyond such appurtenances that has not been directed will be considered unauthorized. Fill with sand, gravel or lean concrete as directed by the Engineer, and at no additional cost to the State.

C. Where trenching occurs in existing lawns, remove turf in sections and keep damp. Replace turf upon completion of the backfilling.

D. Cover

1. Provide a minimum cover over the top of the pipe as indicated on the drawings.
2. Where the minimum cover is not provided, jacket the pipes in concrete as indicated. Provide concrete with a minimum 28-day compressive strength of 2500 psi.

E. Buried Warning and Identification Tape: Install tape in accordance with manufacturer's recommendations except as modified herein. Bury tape six-inches below the top of subgrade under pavements and slabs.

3.05 BEDDING

A. Provide bedding as indicated on the Drawings.

3.06 BACKFILLING

A. General

1. All backfill material shall be placed in the trench by hand or by approved mechanical methods. The compaction of backfill material shall be done by tamping with hand tools or

approved pneumatic tampers, by using vibratory compactors, by puddling if the backfill material can be suitably drained, or by any combination of the three. The method of compaction shall be approved by the Engineer and all compaction shall be done to the satisfaction of the Engineer.

2. When removal of unsuitable excavated material creates a shortage of backfill material, the Contractor shall, at no cost to the State, furnish material as specified in this section in the amount required to complete the backfill.
3. When backfill material is delivered by trucks, the material shall not be dumped directly into the trench, but the fall of the material shall be broken at the edge of the trench. The backfill material shall then be deposited by hand or by approved mechanical methods.
4. Ensure that no damage is done to structures or their protective coatings.

B. Backfilling Around Pipe

1. Select material shall be used to backfill the trench from its bottom to one foot above the pipe. Prior to the laying of the pipe, the select/cushion material cushion shall be deposited in the trench and shall be leveled off, compacted, and shaped to obtain a smooth compacted bed providing firm, uniform bearing along the laying length of the pipe.
2. After the pipe is installed, but prior to testing the line, select material shall be deposited in the trench evenly on both sides and along the full length of the pipe in 6-inch maximum loose lifts. If necessary, additional select material can be deposited over the center of each length of pipe to prevent undue movement during testing of the line. Ensure that initially placed material is tamped firmly under pipe haunches. The bell holes at the pipe joints shall not be backfilled at this time.
3. The pipeline shall then be tested. After the pipeline has passed the test, the Contractor shall backfill the bell holes with select material. The select material, which had been previously deposited over the pipe trench, shall be leveled and compacted.

C. Backfilling to Grade

1. From an elevation one foot above the top of the pipe to grade, the backfill material shall be placed in layers not to exceed 12-inches in loose lifts, each lift shall be compacted to a relative density not less than 95%
2. If the trench section is flooded, no further backfill shall be placed for two (2) days. After this period, the backfill shall again be thoroughly compacted to a relative density of not less than 95% by a method and with equipment approved by the Engineer.

3.07 FIELD QUALITY CONTROL

A. The Engineer will inspect and approve open cuts and trenches before installation of utility piping or structures, and will make the following tests:

1. Assure that trenches are not backfilled until all relevant tests have been completed;
2. Check bedding for proper layer thickness and compaction;

3. Verify that test results conform to the specified requirement, and that sufficient tests are performed;
4. Assure that defective work is removed and properly replaced.

END OF SECTION

SECTION 02600 - STORM DRAINAGE UTILITIES

PART 1 – GENERAL

1.01 GENERAL CONDITIONS

- A. As specified in Section 01010.

1.02 GENERAL REQUIREMENTS

- A. The work to be performed under this section shall consist of furnishing all labor, materials, equipment, tools and incidentals necessary to install and complete the drainage system as shown on the plans and as specified herein.

1.03 RELATED REQUIREMENTS

- A. Section 02200 – EARTHWORK
- B. Section 02225 – TRENCH, BACKFILLING, AND COMPACTION FOR UTILITIES

1.04 REFERENCE STANDARDS

- A. The Work under this Section is specified in the following sections of the County of Hawaii Department of Public Works (DPW) Standard Specifications:
 - 1. Section 24 – Drain Pipes
 - 2. Section 26 – Catch Basins and Storm Water Inlets
 - 3. Section 39 – Portland Cement Concrete
 - 5. Section 40 – Concrete Structures
 - 6. Section 47 – Steel Structures
 - 7. Section 48 – Reinforcing Steel

All references to measurement and payment are not applicable.

1.05 SUBMITTALS

- A. See Section 01300 – Submittal Procedures.
- B. Submit shop drawings of drain sump, drain inlet box, trench drain, steel frames, and grates.
- C. Submit shop drawings or manufacturer literature for inlets, frames, gratings, and appurtenant structures.
- D. Submit manufacturer's certificates of conformance for drainpipe.
- E. Submit as-built survey data for the pipe inverts at all structures constructed under the project.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. Structural Steel: Structural steel for inlet gratings and frames and miscellaneous steel structures shall be structural carbon steel conforming to the requirements of AASHTO M-94 and fabricated in accordance with the details shown on the plans. All steel items shall be hot-dipped galvanized after fabrication in accordance with the requirements of AASHTO M-111.
- B. Drain Inlets, Trench Drains, Grates and Frames: Inlets shall be as indicated and accepted in the reviewed shop drawings. Grates and frames for drain inlets shall be as indicated or as accepted in the reviewed shop drawings.

PART 3 – EXECUTION

3.01 EXCAVATION

- A. The Contractor shall do all necessary excavation to the depth required by the plans. The excavation shall be unclassified and shall be performed regardless of the material encountered.
- B. When unsuitable material is encountered at the excavation, the Contractor shall be responsible for hauling and disposing of the material. The hauling and disposing shall be considered, as incidental to the excavation work and no direct payment will be made. The Geotechnical Engineer shall determine if the excavation material is unsuitable.
- C. The Contractor shall properly sheet and brace all excavations to render them safe and secure from possible slides. All sheeting and bracing shall be considered, as incidental to the excavation work and no direct payment will be made.
- D. All excavations shall be kept free from water during the construction and backfilling of the drainage structure.
- E. All open excavations shall be covered or barricaded during non-working hours. Traffic bearing covers shall be provided where applicable.
- F. All excavated material shall be piled or stored so that it does not obstruct vehicular traffic or pedestrian walkways.

3.02 DRAINAGE STRUCTURES

- A. Prefabricated drainage structures shall be installed per manufacturer's instructions or as shown in the construction drawings and specifications.
- B. After the drainage structure has been constructed, it shall be cleaned of all debris, form work, and loose concrete and mortar.

3.03 BACKFILLING DRAINAGE STRUCTURES

- A. After a structure has been completed, the area around it shall be filled with approved material, in horizontal layers not to exceed 8 inches in loose depth, and compacted to 95 percent of the material's maximum density. Each layer shall be deposited all around the structure to

approximately the same elevation. The top of the fill shall meet the elevation shown on the plans.

- B. Backfilling shall not be placed against any structure until accepted and the Engineer gives permission.

3.04 PLACEMENT AND TREATMENT OF FRAMES AND FITTINGS

- A. All frames and fittings shall be placed in the positions indicated on the plans or as directed by the Engineer, and shall be set true to line and to correct elevation. If frame or fittings are to be set in concrete or cement mortar, all anchors or bolts shall be in place and position before the concrete or mortar is placed. The unit shall not be disturbed until the mortar or concrete is set. Frames shall be placed such that they do not obstruct flow and cause ponding.
- B. After frames or fittings have been set in final position and the concrete or mortar has been allowed to harden for seven (7) days, then the grates or covers shall be installed. Gratings and covers shall lay flat in their respective frames and shall not rock under any condition. Gratings that are warped shall be replaced.

3.05 PIPE

- A. Excavation and trench preparation shall be in accordance with SECTION 02225 – TRENCHING, BACKFILLING AND COMPACTING FOR UTILITIES.
- B. Backfilling operations shall conform to the requirements of SECTION 02225 – TRENCHING, BACKFILLING AND COMPACTING FOR UTILITIES.

3.06 FINISHING

- A. Prior to final approval of the drainage system, the Geotechnical Engineer and the Engineer, accompanied by the Contractor's representatives, shall make a thorough review of the entire installation. Any indication of defects in material or workmanship, or obstruction to flow in the drainage structures, or settlement, shall be corrected. The Contractor without additional compensation shall correct defects due to the Contractor's negligence.

3.07 MEASUREMENT

- A. Excavation and backfill shall be measured for payment by the cubic yard unless specified otherwise in the proposal. The quantity shall be computed based on the neat or pay line shown in the drawings. Excavation beyond the neat or pay line will not be measured for payment by the Engineer.
- B. All other drainage items shall be measured per the units shown in the bid offer form.

3.08 PAYMENT

- A. Unless specified otherwise in the special provisions and/or proposal, payment shall be made at the unit price bid per cubic yard for the quantity of drainage excavation as measured above. Payment shall be full compensation for furnishing the necessary equipment, tools, labor and materials to complete the roadway excavation.
- B. All other drainage items shall be measured per the units shown in the bid offer form.

END OF SECTION

SECTION 02665 – WATER SYSTEM

PART 1 – GENERAL

1.01 GENERAL CONDITIONS

- A. As specified in Section 01010.

1.02 GENERAL REQUIREMENTS

- A. The following construction standards, with certain modifications as hereinafter specified, are hereby incorporated into and made a part of these specifications by reference and shall be applicable to all work performed by the Contractor under this section.
 - 1. "Water System Standards", dated 2002 of the Department of Water Supply, County of Hawaii, as amended. Paragraphs relating to Measurement and Payment in the Sections are not applicable to the project.
 - 2. Specific sections of the "Standard Specifications for Public Works Construction", Department of Public Works, County of Hawaii, September 1986 (hereinafter referred to as "DPW Standard Specifications") as amended, with deletion of subsections relating to measurement and payment in all sections incorporated herein and further modifications to such sections as hereinafter provided.
 - 3. Specific sections of the "Hawaii Standard Specifications for Road and Bridge Construction, 2005", Department of Transportation, Highways Division, as amended and as it pertains to construction within the Puainako Street Extension right-of-way, is hereby incorporated into and made part of these specifications. Paragraphs relating to Measurement and Payment in the Sections are not applicable to the project.

1.03 WORK DESCRIPTION

- A. The work to be performed under this section shall consist of furnishing all labor, materials, equipment, tools and incidentals necessary to install exterior water system as indicated on the Plans and specified herein.

1.04 SUBMITTALS

- A. Certificates:
 - 1. The Contractor shall furnish to the Engineer affidavits and descriptive literature from the manufacturers of pipe, pipe coating, fittings, valves, cast iron castings, backflow preventer, pressure regulating valve and other appurtenances furnished and installed under this section certifying that such materials delivered to the project conform to the requirements of this section. Certificate of disinfection shall also be submitted to the Engineer.
- B. Shop Drawings:

- 1. Submit shop drawings for:
 - a. Meter Boxes
 - b. Meter Box Covers
- C. The Contractor shall have the following documents available for the use of the State's inspector at the jobsite:
 - 1. Water System Standards, dated 2002 of the Department of Water Supply, County of Hawaii, as amended.
 - 2. AWWA Standard C600.
 - 3. AWWA Standard C651.

1.05 COORDINATION WITH OTHER SECTIONS

- A. Trench Excavation and Backfill specified in Section 02200-EARTHWORK.
- B. Concrete work is specified in Section 03300 - CAST-IN-PLACE CONCRETE.
- C. Drain improvements are specified in Section 02600 – STORM DRAINAGE UTILITIES.

1.06 DEPARTMENT OF WATER SUPPLY CHARGES

- A. The Department of Water Supply "Water System Facilities Charges", if any, shall be paid directly to the Department of Water Supply by the Owner.
- B. The Contractor shall pay for all charges for the water meter installation and inspection by the Department of Water Supply.

1.07 EMERGENCY NOTIFICATIONS

- A. The Contractor shall notify the Department of Water Supply and the Engineer of all water system shut downs 72 hours in advance.
- B. In addition, the Contractor shall notify the Fire Department 72 hours in advance if any fire hydrant is to be shut off.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. All materials shall be in accordance with the appropriate sections of Division 200 of the Water System Standards listed below:
 - 1. Ductile Iron Pipe, Fittings and Special CastingsSection 202

- 2. Valves and AppurtenancesSection 205
 - 3. Meter Box and Valve Box Covers and FramesSection 207
 - 4. Service Lateral and AppurtenancesSection 208
 - 5. Pre-Molded Filler, Crushed Rock, Pipe
Cushion, Backfill Material and BricksSection 209
 - 6. Brass ProductsSection 211
 - 7. MiscellaneousSection 212
- B. Water pipe 3" in diameter and smaller for water lines shall be Copper Water Tube Type K, soft temper, conforming to ASTM Designation B-88. Solder-joint fittings shall be cast bronze or wrought copper conforming to ANSI B-16. Solder shall be 1/8" diameter, 95% Tin-5% Antimony and shall not contain any lead.
- C. The Backflow Preventer shall operate on a reduced pressure principle to prevent back-siphonage and back pressure backflow of water into the potable water supply. The device shall consist of a pressure differential relief valve located in a zone between two positive seating check valves. The relief valve shall contain a separate means whereby free air will enter the zone, and contained water will be discharged to atmosphere when the valve is fully open. The assembly shall include two tightly closing shut-off valves before and after the device, test cocks and a protective strainer upstream of the No. 1 gate valve. The device shall be suitable for service in either cold or hot water (to 210°F) and shall meet the requirements of ASSE Std. 1013; AWWA Std. C506-78 or USCFCC Manual for Cross Connection Control. The backflow preventer shall be pre-approved for use by the Department of Water Supply.
- D. Pressure regulator shall be a Watts Series U5B, or approved equal, designed for a maximum pressure of 300 psi. The setting of the valve shall be adjustable in the range of 25 to 75 psi.

PART 3 - EXECUTION

3.01 GENERAL

- A. The Contractor shall be responsible for precisely laying out the various exterior utility lines shown on the Contract Drawings as provided elsewhere in these Specifications. The location shown on the Contract Drawings of the various existing utility lines which the new lines are to cross over or under or connect to were determined on the basis of the best information available; however, no assurance can be provided that the actual locations will be precisely as shown on the Contract Drawings. The Contractor shall locate, locate and carefully expose all existing utilities crossing the new water line prior to the installation of the water line.

In performing all work, the Contractor shall exercise due care and caution necessary to avoid any damage to and impairment in the use of any existing utility lines. Any damage

inflicted on existing lines resulting from the Contractor's operations shall be immediately repaired and restored as directed by the Engineer at the Contractor's expense.

3.02 EQUIPMENT

- A. All equipment necessary and required for the proper construction of the water lines shall be on the project, in first class working condition, and approved by the Engineer before construction is permitted to start.
- B. The Contractor shall provide hand tampers and pneumatic tampers to obtain the required compaction of the pipe bed and the backfill, as specified.

3.03 TRAFFIC CONTROL

- A. Traffic warning and construction signs shall be installed, and detours provided as required when working in roadways. The Contractor shall provide, install, and maintain all other necessary signs, lights, flares, barricades, markers, cones, and other protective facilities and shall take all necessary precautions for the protection and the convenience and safety of the public traffic. All such protective facilities and precautions to be taken shall conform with the "Rules and Regulations Governing the Use of Traffic Control Devices at Work Sites on or Adjacent to Public Streets and Highways" adopted by the Director, Department of Transportation, and the U.S. Federal Highway Administration "Manual on Uniform Traffic Control Devices for Streets and Highways, Part VI – Temporary Traffic Control", dated 2009.
- B. All detour plans shall be submitted to the Engineer for approval prior to implementation of the detour. Advance notification of changes in traffic patterns shall be provided to users as directed by the Engineer.

3.04 TRENCH EXCAVATION AND BACKFILL

- A. The Contractor shall do all necessary trench excavation to the depth required by the plans, including the excavation for pipe cushion. The excavation shall be done in accordance with the "Water System Standards", dated 2002 of the Department of Water Supply, County of Hawaii and Section 02200 - EARTHWORK.
- B. When unsuitable material is encountered at the excavation the Contractor shall be responsible for hauling and disposing of the material and filling the excavation with crushed rock cushion material.

3.05 INSTALLATION

- A. All work shall be in accordance with the appropriate Sections of Division 300 of the WATER SYSTEM STANDARDS.
- B. Concrete reaction blocks shall be provided at all bends and plugged ends in accordance with the WATER SYSTEM STANDARDS for ductile iron pipes. The minimum bearing area shall be for Class 250 pipe and Type B soil condition for pipes located within volcanic ash soils or Type F condition for pipes located within the basalt stratum.

3.06 DETECTION OF WATER LINES

A. Warning and Identification Tape:

1. Provide warning and identification tape for both non-metallic and metallic water lines.
2. The warning and identification tape shall be buried directly above the center-line of the utility pipe, approximately 12" below the finish grade. Where the utility pipe is under pavements and slabs, the tape shall be buried approximately 6" below the top of the subgrade.

3.07 DETAILS

- #### A. Standard Details shall be in accordance with Section 403 of the WATER SYSTEM STANDARDS or as shown on the plans.

3.08 CONNECTING, TESTING, CHLORINATION

- #### A. The new lines shall be installed, but not connected until pressure testing and disinfecting is completed. Connecting shall be done at the discretion of the Department of Water Supply. Pressure testing and, flushing of valves and mains shall be carried out in accordance with the "Water System Standards". The Contractor shall submit the results of such test to the Engineer for approval. All charges for services by the Department of Water Supply shall be paid for by the Contractor.
- #### B. The shut-off of water service shall be done during the working hours. The Department of Water Supply and the Engineer shall be notified 72 hours in advance of any shut-off of the water service. The Contractor shall notify the Fire Department of any shut-off involving existing fire hydrants.
- #### C. Disinfection of Water Lines
1. Flush out water lines to remove foreign matter. After flush water runs clear, disinfect the lines with chlorine in accordance with AWWA Standard C651, pertaining to methods, concentrations, and contact times. Flush out until residual is reduced to 0.3 ppm. Submit to the Engineer a certificate of completion for this work from a contractor experienced and licensed to do disinfecting work.
 2. Obtain two water samples from selected points and submit them to a licensed laboratory for bacteriological testing. Water shall meet Federal water purity standards. Submit to the Engineer a laboratory report or a certification of satisfactory completion of disinfection. All costs of testing shall be borne by the Contractor. Notify the Engineer in writing if the County Water Supply to the site exceeds maximum permissible limits for coliform content.

3.09 RESTORE PAVEMENTS AND OTHER IMPROVEMENTS

- #### A. All trenches within pavements shall be repaved in accordance with the plans and specific sections of the standard DPW Specifications Section 38 - RESTORING

PAVEMENTS AND OTHER IMPROVEMENTS shall apply. All striping and pavement markings shall be repainted in their entirety should any portion of the stripe or markings need repainting.

- B. All curbs, gutters, sidewalks, and other miscellaneous improvements removed or damaged by the work shall be reconstructed.

FINAL INSPECTION

3.10

- A. At the time of final inspection of the work performed under the contract, the water system shall be complete in every respect and operating as designed. All surplus materials in every character resulting from the work of this section shall have been removed. All defects discovered in the utilities subsequent to this inspection shall be corrected prior to final acceptance.

END OF SECTION

SECTION 02740 – ASPHALTIC CONCRETE PAVEMENT

PART 1 - GENERAL

1.01 GENERAL CONDITIONS

- A. As specified in Section 01010.

1.02 GENERAL REQUIREMENTS

- A. The work to be performed under this section shall consist of furnishing all labor, materials, equipment, tools and incidentals necessary to construct the asphalt pavement structure as shown on the plans and as specified herein.
- B. The work under this Section is specified in the following sections of County of Hawaii Department of Public Works (DPW) Standard Specifications, unless modified hereinafter. All references to measurement and payment do not apply:
 - 1. Section 29 – Subgrade.
 - 2. Section 31 – Aggregate Base Course.
 - 3. Section 33 – Asphalt Surface Treatment.
 - 4. Section 34 – Asphalt Concrete Pavement.
 - 5. Section 35 – Asphalt Concrete Resurfacing.

1.03 WORK SPECIFIED IN OTHER SECTIONS

- A. Earthwork specified in SECTION 02200 – EARTHWORK.
- B. Pavement markings specified in SECTION 02761 – PAVEMENT MARKINGS AND SIGNAGE.

1.04 SUBMITTALS

- A. Submit in accordance with SECTION 01300 – SUBMITTAL PROCEDURES.
- B. Product Data, Reports: The Contractor shall furnish the affidavits and data from the supplier for the following:
 - 1. Design Mix for asphalt concrete pavement.
 - 2. Base Course Material.
 - 3. Sub-base Course Material.
- C. Certificates: Testing laboratory accreditation data.
- D. Certificates: Certification that the specified herbicides were applied at the specified application rate over the entire sub-grade to be paved.

1.05 SAMPLING AND TESTING

A. The Contractor shall retain and pay for an independent soil testing laboratory with at least one Licensed Civil Engineer specializing in Geotechnical Engineering to provide monitoring and testing services. The soil testing laboratory shall be accredited by the American Association of State Highway and Transportation Officials (AASHTO) or the American Association for Laboratory Accreditation and shall be accredited in the tests required under this contract. The soil testing laboratory shall meet the requirements of ASTM D 3740 - Standard Practice for Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as used in Engineering Design and Construction.

The Contractor shall furnish for approval, a copy of the Certificate of Accreditation and Scope of Accreditation and latest directory of the accrediting organization for accredited laboratories. The scope of the laboratory’s accreditation shall include the test methods required by the Contract. The Contractor shall submit certified test results in accordance with Section 01330 – SUBMITTAL PROCEDURES. All test results must be approved before the Contractor can proceed with placing subsequent layers or material.

B. Density tests shall be taken to determine whether the specified levels of compaction are being consistently attained. Testing shall be done as indicated, with a minimum of one test for each material.

- 1. Sub-Grade: One Compaction test per lift of subgrade for this project, where basalt rock is not exposed.
- 2. Aggregate Base: One compaction test per lift of aggregate base for this project.
- 3. Aggregate Sub-Base: One compaction test per lift of aggregate sub-base for this project.

C. Compaction and thickness testing for asphaltic concrete paving shall be performed at a rate of one test per lift for this project. Sampling shall be as specified in Section 34 the “Standard Specifications for Public Works Construction”.

PART 2 – PRODUCTS

2.01 MATERIALS

A. Materials shall conform to the below-listed sections of the “Standard Specifications for Public Works Construction” except as amended in the plans and/or specifications herewith.

- 1. Subgrade Section 29
- 2. Aggregate Base Course, 1 1/2-inch maximum Section 31
- 3. Prime Coat for Pavement Section 33
- 4. Tack Coat for Pavement Section 33
- 5. Asphalt Concrete Pavement Section 34

B. Aggregate Base Course shall have a minimum CBR value of 85.

C. Herbicides

1. Pre-paving vegetation destruction herbicide shall not contain containing Isopropyl amine salt of glyphosate. Herbicides such as Roundup or others that contain Isopropyl amine salt of glyphosate shall not be used. Herbicide not containing Isopropyl amine salt of glyphosate may be used.
2. Pre-emergence control herbicide shall not contain containing Isopropyl amine salt of glyphosate. Herbicides such as Roundup or others that contain Isopropyl amine salt of glyphosate shall not be used. Herbicide not containing Isopropyl amine salt of glyphosate may be used.

PART 3 – EXECUTION

3.01 SURFACE PREPARATION

- A. The sub-grade shall be prepared and compacted in accordance with SECTION 02200 – EARTHWORK and the requirements of the DPW Standard Specifications. Soil tests shall be made at the sub-grade level and the final pavement structure verified or modified as necessary.
- B. Apply pre-paving herbicide to all new pavement or gravel road areas. Application shall not be made immediately after heavy rains or when rain is forecasted within the next 48 hours. The herbicide shall be applied in accordance with the manufacturer's recommended procedures and rates. Perform two herbicide applications at least three days apart.

3.02 PAVEMENT INSTALLATION

- A. Asphalt concrete shall be as indicated on the plans and shall be constructed in accordance with Section 34 of the "Standard Specifications for Public Works Construction". Aggregate base course shall be compacted to a minimum 95% compaction as determined by ASTM D1557, and constructed in accordance to Section 31 of the "Standard Specifications for Public Works Construction".
- B. Demolition and removal of existing pavement is indicated on the plans and specified in SECTION 02050 – DEMOLITION AND REMOVAL.
- C. Prior to placement of the base course, the subgrade shall be scarified to a depth of about 8 inches, moisture conditioned to above the optimum moisture content, and recompacted to a minimum of 95 percent relative compaction. In areas where dense clinker materials or basalt rock formations are exposed, the subgrade should be proof-rolled with a minimum 10-ton vibratory roller or similar heavy equipment for a minimum of six passes to help detect and collapse near surface cavities in lieu of scarification and compaction.
- D. New asphalt concrete shall be in accordance with the plans.
- E. Pavement smoothness for the finished surface shall be true to grade and cross section, free from depressions and grainy spots, and of uniform texture. It shall not vary more than 1/8 of an inch over 10 feet.

- F. Surface tolerance for the finished surface of the asphalt concrete pavement shall be within 0.04 foot above or below the theoretical grade.
- G. Low or defective areas shall be corrected by cutting out the faulty areas and replacing with new materials. Skin patching for correcting low areas will not be permitted.

3.02 CLEAN UP AND REPAIR

- A. Any existing asphaltic concrete pavements including roads and walkways that have been damaged by construction activities shall be repaired to the original condition and to the satisfaction of the Engineer. Damage done by the heavy equipment, especially on roads not stable for such equipment, shall be repaired to the original condition and to the satisfaction of the Engineer. Concrete curbs and sidewalks that have been cracked or damaged by the Contractor's equipment or delivery trucks shall be reconstructed.
- B. Repair work may consist of asphalt concrete resurfacing, scarifying and removing the existing pavement and reconstructing a new pavement of equivalent thickness, and reconstruction of concrete curbs and sidewalks.

END OF SECTION

SECTION 02761 - PAVEMENT MARKINGS AND SIGNAGE

PART 1 – GENERAL

1.01 GENERAL CONDITIONS

- A. As specified in Section 01010.

1.02 GENERAL REQUIREMENTS

- A. The work shall consist of furnishing all labor, materials, and equipment, and installing complete in place pavement striping, pavement markings, and traffic signage in accordance with the plans and specifications.
- B. Pavement striping, pavement markings, and traffic signage shall conform to the latest edition of the “Manual on Uniform Traffic Control Devices for Streets and Highways”, as amended and the “Hawaii Standard Specifications for Road and Bridge Construction, 2005” as amended.
- C. Unless otherwise specified, all signs shall conform to the latest editions and amendments of the following:
 - 1. Manual on Uniform Traffic Control Devices and Highways (MUTCD).
 - 2. Standard Highway Signs.
 - 3. AASHTO Standard Specification for Structural Supports for Highway Signs, Luminaries, and Traffic Signals.

1.03 WORK SPECIFIED IN OTHER SECTIONS

- A. Asphalt concrete pavement specified in SECTION 02740 – ASPHALTIC CONCRETE PAVEMENT

1.04 SUBMITTALS

- A. Submit in accordance with SECTION 01300 – SUBMITTALS.
- B. Submit for approval the manufacturer’s certificates of compliance and data sheets for all materials herein specified.
- C. Submit shop drawings of all non-standards traffic signs for approval by the Engineer prior to fabrication. When required, signage shop drawings shall include a detailed representation of each sign with dimensions. Drawings shall not be reproduction of contract drawings. Include details for attaching signs to their supports. The Contractor may propose alternate means of fabricating or installing signs but these proposals must have the approval of the Engineer and meet the intent of these specifications.
- D. Submit warranty and product information for retroreflective sheeting material.
- E. Submit a traffic control plan for approval prior to beginning any work.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. Traffic paint shall conform to Section 755.01 of the “Hawaii Standard Specifications for Road and Bridge Construction, 2005”, as amended. Include blue paint for accessible striping.
- B. Pavement markers shall conform to Section 755.02 of the “Hawaii Standard Specifications for Road and Bridge Construction, 2005”, as amended.
- C. Adhesives for pavement markers shall conform to Section 755.03 of the “Hawaii Standard Specifications for Road and Bridge Construction, 2005”, as amended.
- D. Sign Backing: Sign panel backing shall be either sheet aluminum, or extruded aluminum panels, and shall conform to Section 750.01, paragraph (B) of the “Standard Specifications for Road and Bridge Construction, 2005”.
- E. Retro-reflective Sheeting: All signs shall have Type III or IV Retro-Reflective Sheeting backgrounds and direct applied legends conforming to Section 750.01, paragraph (A) of the “Standard Specifications for Road and Bridge Construction, 2005”. Colors shall be as specified on the plans and shall conform to the central values and tolerance limits specified in the MUTCD.
- F. Steel Sign Supports: Steel Sign Supports shall be Square Tube Posts, channel posts, or structural steel members and shall conform to Sections 750.02 and 750.04 of the “Standard Specifications for Road and Bridge Construction, 2005,” respectively.
- G. Sign Fasteners-Steel Sign Supports: Sign fasteners to steel sign supports shall conform to Section 750.03 of the “Standard Specifications for Road and Bridge Construction, 2005.”
- H. Zinc Coating: Zinc coatings shall be as specified in Section 501.03 paragraph (G) of the “Standard Specifications for Road and Bridge Construction, 2005.”
- I. Zinc Paint: Primer coat shall consist of zinc oxide-zinc dust paint conforming to Federal Specifications MIL-E-15145. DFT shall be 1.5 mils.
- J. Concrete for sign posts shall be Class 2500.

PART 3 – EXECUTION

3.01 PAVEMENT MARKING AND STRIPING CONSTRUCTION REQUIREMENTS

- A. The installation of all striping and pavement markers shall be done in accordance with Section 629.03 of the “Hawaii Standard Specifications for Road and Bridge Construction, 2005”, as amended, unless specified otherwise in the contract documents.
- B. Layout of pavement markings, striping, and delineators shall be done by the Contractor and approved by the Engineer prior to any installation work.

- C. The Contractor shall verify all existing conditions and controlling dimensions before ordering or fabricating any of the work.
- D. Existing pavement markings not incorporated into the final traffic pattern shall be removed. Removal of existing pavement markings shall be done in accordance with Section 629.03D of the "Hawaii Standard Specifications for Road and Bridge Construction, 2005", as amended.
- E. Before application of the markings, the portion of the roadway surface in the work area shall be thoroughly cleaned of all dust, dirt, curing compound, grease, oil, moisture, loose or unsound layers and any other material that would adversely affect the bond of the markings.
- F. No markings shall be applied when moisture or foreign matter is present on the surface to be marked, or when wind conditions are such as to cause dust to be deposited on the prepared areas or to prevent satisfactory application of the marking.
- G. All stripes and segments of stripes shall present a clean-cut, uniform, and workmanlike appearance. All markings which fail to have a uniform, satisfactory appearance shall be corrected by the Contractor at his expense.
- H. Traffic striping which fails to meet the requirements specified herein or is marred or damaged by traffic or from other causes shall be corrected at the Contractor's expense.
- I. Unless specified otherwise, pavement markings shall be thermoplastic extrusion.

3.02 SIGN REFLECTORIZED BACKGROUND APPLICATION

- A. All backgrounds shall consist of the specified retro-reflective sheeting. The application of this sheeting whether heat-activated or pressure sensitive, and the preparation of the application surface shall be in strict accordance with the manufacturer's instructions.
- B. The Contractor shall use the best technique possible to obtain a flat uniform background under day or night conditions. Colors shall be uniform. Lap or butt joints will not be permitted unless specifically approved by the Engineer. Manufacturer splices within a given roll shall be allowed. All edges and splices shall be coated with an edge sealer recommended by the Manufacturer.

3.03 SIGN REFLECTORIZED LEGEND APPLICATION

- A. The term "Legend" as used herein is defined as all word messages and symbol designs contained on the sign that serve the purpose of conveying a specific message. Borders, when used, are also included as part of the legend.
- B. Legends shall be cut out of the specified retro-reflective sheeting. Letter and symbol size, style, and placement shall conform to the layout shown on the drawings and as approved on the shop drawings. Legends shall be direct applied to the reflectORIZED background on the sign panels. Application technique shall be in strict accordance with the manufacturer's recommendations.

- C. Edges of applied legend shall be sealed with a sealer recommended by the manufacturer.

3.04 SIGN INSTALLATION

- A. Prior to installation of any sign the Contractor shall perform his own inspection to examine the areas and conditions under which the signage is to be installed. Should any condition be found unsuitable, no work shall be done until the unsatisfactory conditions have been corrected. Proceeding with work will imply acceptance of the conditions by the Contractor.
- B. Locate all signs as specified in the contract drawings and mark with stakes or tags. The Contractor shall take all necessary precautions to avoid conflicts with existing utilities. Field adjustments shall be made as necessary to avoid conflicts with existing utilities, structures, etc., at no additional cost to the State.
- C. The Contractor shall position sign panels per the Manufacturer's specifications to ensure maximum retro-reflectivity and minimum glare.
- D. During storage, transportation, and installation, the complete sign unit shall be fully protected. Signs installed shall be clean and in first-class condition. The sign faces and finished backs shall be protected from damage.
- E. The Contractor shall mount the sign panels with the specified hardware compatible to the system and as shown in the Contract drawings.
- F. Hot-dip zinc-coat all exposed surfaces of post type sign supports after fabrication as specified in Section 2.01. Zinc coating shall also be applied to the inner portion of tubular steel posts and the upper ten (10) inches of anchor bolts.

3.05 CLEAN-UP AND REPAIR

- A. Any disturbance to roadbeds, landscaped areas, brick pavers, etc., shall be restored to original condition. Take care to avoid damage to immediate and surrounding areas and protect property, vehicles, etc.
- B. In landscaped areas, remove grass in a manner that will allow replacement close to its original condition. Use a drop cloth or similar ground cover at all times to contain and hold removal of earth, plantings, etc., whether on concrete, asphalt, lawn and/or landscaped areas.
- C. Any concrete, asphalt, or brick pavers removed shall be replaced in as close to original condition as possible, and within the limits of generally accepted trade standards.
- D. All areas of work shall be completely cleaned. Any damages shall be corrected at the Contractor's expense.

END OF SECTION

SECTION 03300 - CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.01 SUMMARY

- A. Section includes cast-in-place concrete, including formwork, reinforcement, concrete materials, mix design, placement procedures, and finishes.
- B. Related Sections include the following:
 - 1. 02600 – STORM DRAINAGE UTILITIES

1.02 DEFINITIONS

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

1.03 SUBMITTALS

- A. Product Data:
 - 1. Reinforcing steel - Certified mill test results or laboratory test results. Indicate bar size, yield strength, ultimate tensile strength, elongation and bend test. Provide chemical composition for rebars that are to be welded.
- B. Design Mixes: For each concrete mix. Include alternate mix designs when characteristics of materials, project conditions, weather, test results, or other circumstances warrant adjustments.
 - 1. Indicate amounts of mix water to be withheld for later addition at Project site.

1.04 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products complying with ASTM C 94 requirements for production facilities and equipment.
- B. Testing Agency Qualifications: An independent testing agency, acceptable to authorities having jurisdiction, qualified according to ASTM C 1077 and ASTM E 329 to conduct the testing indicated, as documented according to ASTM E 548.
 - 1. Personnel conducting field tests shall be qualified as ACI Concrete Field Testing Technician, Grade 1, according to ACI CP-1 or an equivalent certification program.
- C. Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant, each aggregate from one source, and each admixture from the same manufacturer.
- D. ACI Publications: Comply with the following, unless more stringent provisions are indicated and maintain a copy at the field office.
 - 1. ACI 301, "Specification for Structural Concrete."
 - 2. ACI 117, "Specifications for Tolerances for Concrete Construction and Materials."
 - 3. ACI 347R "Guide to Formwork for Concrete"

- E. Mockups: Cast concrete slabs-on-grade mockup to demonstrate typical joints, surface finish, texture, tolerances, and standard of workmanship.
1. Notify the Engineer seven days in advance of dates and times when mockups will be constructed.
 2. Obtain Engineer's approval of mockups before starting construction.
 3. If the Engineer determines that mockups do not meet requirements, demolish and remove them from the site and cast another until the mockup is approved.
 4. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
 5. Demolish and remove mockups when directed.
 6. Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.05 TESTS

- A. Slump: Standard slump tests as described in ASTM C143 shall be made periodically during the placement of concrete by the Contractor to ensure that the slump for which the concrete has been designed is met. Any concrete batch tested and showing slumps exceeding the specified tolerance shall be rejected. Any concrete placed prior to slump testing shall be the sole responsibility of the Contractor and shall be rejected should the subsequent slump test of the batch in question indicate that the slump tolerance is being exceeded. All rejected concrete shall be promptly removed and properly replaced. All costs resulting therefrom shall be borne by the Contractor.
- B. Compressive Strength: During the progress of the work compressive strength tests of concrete shall be made in accordance with ASTM C39. 6-inch x 12-inch cylinders shall be taken from each major pour by the Contractor at the rate of 3 cylinders for each 100 cubic yards. Notwithstanding this established rate, however, the Contractor shall take concrete cylinders in whatever quantity the Engineer deems fit and/or necessary from any concrete pour. For pours of less than 25 cubic yards and with the approval of the Engineer, the Contractor may omit the taking of cylinders.
1. The Contractor will make and identify all test cylinders. The Contractor shall provide the equipment, such as a shovel and a wheelbarrow to make and move the cylinders, and shall also provide the labor and equipment to deliver the cylinders to a certified testing laboratory.
 2. Cost of all laboratory concrete testing, including cylinder tests, shall be borne by the Contractor.
 3. The standard age for testing the cylinders shall be 28 days. However, 7-day tests may be made for indication of final 28-day strengths.
 4. All cylinders shall be made and cured in accordance with ASTM C31.

5. In all cases where the strength of any group of cylinders falls below the minimum compressive strength specified, the Engineer shall have the right to require that test specimens be cut from the structure. Specimens shall be selected by the Engineer from the location in the structure represented by the test specimen of specimens which failed. Specimens shall be secured, prepared, and tested in accordance with ASTM C42 within a period of 60 days after placing the concrete. The testing shall be done by a laboratory approved by the Engineer. Concrete in the area represented by the core tests will be considered structurally adequate if the average strength of 3 cores is no less than 85% and the strength of a single core is no less than 75% of the 28-days strength specified. Should laboratory analysis indicate, however, that the proper concrete mix has not been used by the Contractor, all such concrete placed using the improper mix shall be subject to rejection. The cost of cutting specimens from the structure, patching the resulting holes, and making the analysis, including laboratory and consultation costs, shall be borne by the Contractor. The holes from which the cored samples are taken shall be packed solid with no-slump concrete proportioned in accordance with the ACI 211.3 "Standard Practice for Selecting Proportions of No-Slump Concrete". The patching concrete shall have an "extremely dry" consistency and the same design strength as the specified concrete.
6. If the strength of the specimens out from the structure falls below the requirements stipulated above, the Engineer shall have the right to require any and all defective concrete to be replaced, and all costs resulting therefrom shall be borne by the Contractor.

PART 2 - PRODUCTS

2.01 FORM-FACING MATERIALS

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

- D. Form Ties: Factory-fabricated, removable or snap-off metal or glass-fiber-reinforced plastic form ties designed to resist lateral pressure of fresh concrete on forms and to prevent spalling of concrete on removal.
 - 1. Furnish units that will leave no corrodible metal closer than 2 inches to the plane of the exposed concrete surface.

2.02 STEEL REINFORCEMENT

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

2.03 REINFORCEMENT ACCESSORIES

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

2.04 CONCRETE MATERIALS

- A. Portland Cement: ASTM C 150, Type I.
- B. Pozzolans
 - 1. Fly Ash: ASTM C 618, Class C or F.
- C. Normal-Weight Aggregate: ASTM C 33, uniformly graded, and as follows:
 - 1. Class: Moderate weathering region, but not less than 3M.
 - 2. Aggregate Size: No. 57 (1 inch to No. 4).
- D. Lightweight Aggregate: ASTM C 33.
 - 1. Aggregate Size: No. 67 (3/4 inch to No. 4).
- E. Size of Coarse Aggregate: Except when otherwise specified or permitted, maximum size of coarse aggregate shall not exceed three-fourths of the minimum clear spacing between reinforcing bars (or bundled bars), one-fifth of the narrowest dimension between the sides of forms, or one-third of the thickness of slabs or toppings.
- F. Water: Potable and complying with ASTM C 94 or non potable meeting ASTM C-94 Acceptance Criteria for Questionable Water Supply. Use only potable water for job site mixing.

2.05 ADMIXTURES

- A. General: Admixtures certified by manufacturer to contain not more than 0.1 percent water-soluble chloride ions by mass of cementitious material and to be compatible with other admixtures and cementitious materials. Do not use admixtures containing calcium chloride.
 - B. Air-Entraining Admixture: ASTM C 260.
 - C. Water-Reducing Admixture: ASTM C 494, Type A.
 - D. High-Range, Water-Reducing Admixture: ASTM C 494, Type F.
 - E. Water-Reducing and Accelerating Admixture: ASTM C 494, Type E.
 - F. Water-Reducing and Retarding Admixture: ASTM C 494, Type D.
- 2.06 FIBER REINFORCEMENT
- A. Carbon-Steel Fiber: ASTM A 820, deformed, minimum 2.4 inches long, and of diameter or effective diameter indicated.
 - 1. Fiber: Type 1, cold-drawn wire.
- 2.07 CURING MATERIALS AND EVAPORATION RETARDERS
- A. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
 - B. Water: Potable.
- 2.08 CONCRETE MIXES
- A. Ingredients for concrete shall be Portland cement, fine and coarse aggregates, and water
 - B. Normal weight concrete shall meet the requirements outlined in Subsection C, D, and E below.
 - C. Concrete shall be designed so that the concrete materials will not segregate nor cause excessive bleeding. Slump shall be 4 inches. A tolerance of 1" above the indicated slump will be allowed for individual batches. For concrete used in ramps or other sloping construction, the slump tolerance shall be waived.
 - D. For each class of concrete up to Class 4,500, the test results for 28-day compressive strength shall meet the following requirements:

28-Day Compressive Strength Test Results

Class	Min. Average for 3 Cylinders, psi	Min. Average for 2 Cylinders, psi
4,500	4,500	4,250
4,000	4,000	3,750
3,000	3,000	2,750
2,500	2,500	2,250

Slabs-on-grade shall have a maximum water-cement ratio of 0.50 and shall contain 4% \pm 1-1/2% entrained air.

- E. The Contractor shall submit for approval by the Engineer the mixes he intends to use at least 14 days before the actual concrete placing operations.
- F. The Contractor shall use only approved mixes.
- G. Unless specified otherwise in the plans and specifications, all concrete shall be Class 3000 having a minimum cement content of 5.6 sacks (100 lbs/sack) per cubic yard and maximum water – cement ratio of 0.55. Class A concrete when called for on the plans shall be equivalent to Class 3000.
- H. Drainage Sewer and Plumbing systems; Manholes, Catchbasins, Valve Boxes and other appurtenances:
 - 1. Compressive Strength (28 Days): 3000 psi.
- I. Sidewalks, Equipment Pads on Grade and Other Uses Not Identified:
 - 1. Compressive Strength (28 Days): 2500 psi.
- J. Admixtures: Use admixtures according to manufacturer's written instructions.
 - 1. Use water-reducing admixture or high-range water-reducing admixture (superplasticizer) in concrete, as required, for placement and workability.

2.09 FABRICATING REINFORCEMENT

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

2.10 CONCRETE MIXING

- A. All concrete throughout shall be either job or plant mixture in an approved type of power operated mixer that will ensure uniformity and homogeneity of the concrete produced. The Contractor shall provide a sufficient number of mixers to continuously carry on the work.
- B. Mixing at jobsite shall be done in accordance with ACI 304 and as follows:

1. Concrete shall be thoroughly mixed in a batch mixer of an approved type and size that will insure a uniform distribution of materials throughout the mass. The machine shall have a control device to prevent materials from being discharged until they have been mixed for the specified minimum time.
 2. The entire contents of the drum shall be discharged before materials of the succeeding batch are placed therein. No mixer shall be used which has a rated capacity of less than 1 sack batch and no mixer shall be charged in excess of its rated capacity.
 3. The first batch of materials placed in the mixer after the machine has been cleaned shall contain a sufficient excess of cement, sand, and water to coat the inside of the drum without reducing the required mortar content of the mix. Upon cessation of mixing, the mixer shall be thoroughly cleaned.
- C. Ready Mixed and Mixed-In-Transit Concrete shall be mixed to conform to the provisions of ASTM C94 and as follows:
1. The plant shall have sufficient capacity and transportation equipment to deliver concrete at the rate desired. The interval between batches for a pour shall not exceed 30 minutes.
 2. The time elapsed between the introduction of the mixing water to the cement and aggregates or the cement to the aggregates, and the placing of concrete in its final position shall not exceed 90 minutes.
 3. In hot weather (more than 90 degrees Fahrenheit ambient temperature) or under conditions contributing to quick stiffening of the concrete, the elapsed time in 2. shall not exceed 60 minutes, if no retarding admixture is used. If an ASTM C494 Type B or D admixture is added to the concrete, the elapsed time in 2. shall remain at 90 minutes.
- D. Concrete shall be mixed only in such quantity as is required for immediate use. No retempering will be permitted and concrete that has started to harden shall be discarded and promptly removed from the job.
- E. Admixtures conforming to Section 2.05 may be used in the concrete as recommended by the supplier and approved by the Engineer.
- F. Hand mixing of concrete will not be permitted except to make up shortages for fence post footings, sidewalks, thresholds, flag pole foundations, curbs and gutters, and thrust blocks.

PART 3 - EXECUTION

3.01 FORMWORK

- A. Design, erect, shore, brace, and maintain formwork, according to ACI 301, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until concrete structure can support such loads.

- B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117.
- C. Limit concrete surface irregularities, designated by ACI 347R as abrupt or gradual, as follows:
 - 1. Class A, 1/8 inch.
 - 2. Class B, 1/4 inch.
- D. Construct forms to prevent loss of concrete mortar.
- E. Fabricate forms for easy removal without hammering or prying against concrete surfaces. Provide crush or wrecking plates where stripping may damage cast concrete surfaces. Provide top forms for inclined surfaces steeper than 1.5 horizontal to 1 vertical. Kerf wood inserts for forming keyways, reglets, recesses, and the like, for easy removal.
 - 1. Do not use rust-stained steel form-facing material.
- F. Set edge forms, bulkheads, and intermediate screed strips for slabs to achieve required elevations and slopes in finished concrete surfaces. Provide and secure units to support screed strips; use strike-off templates or compacting-type screeds. Maintain the integrity of the vapor retarder membrane.
- G. Provide temporary openings for cleanouts and inspection ports where interior area of formwork is inaccessible. Close openings with panels tightly fitted to forms and securely braced to prevent loss of concrete mortar. Locate temporary openings in forms at inconspicuous locations.
- H. Chamfer exterior corners and edges of permanently exposed concrete.
- I. Form openings, chases, offsets, sinkages, keyways, reglets, blocking, screeds, and bulkheads required in the Work. Determine sizes and locations from trades providing such items.
- J. Clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, and other debris just before placing concrete.
- K. Retighten forms and bracing before placing concrete, as required, to prevent mortar leaks and maintain proper alignment.
- L. Coat contact surfaces of forms with form-release agent, according to manufacturer's written instructions, before placing reinforcement.

3.02 REMOVING AND REUSING FORMS

- A. General: Formwork, for sides of beams, walls, columns, and similar parts of the Work, that does not support weight of concrete may be removed after cumulatively curing at not less than 50 deg F (10 deg C) for 24 hours after placing concrete provided concrete is hard enough to not be damaged by form-removal operations and provided curing and protection operations are maintained. The 24 hour period may be reduced to 12 hours in compliance with ACI 347R with prior approval from the Engineer.

- B. Clean and repair surfaces of forms to be reused in the Work. Split, frayed, delaminated, or otherwise damaged form-facing material will not be acceptable for exposed surfaces. Apply new form-release agent.
- C. When forms are reused, clean surfaces, remove fins and laitance, and tighten to close joints. Align and secure joints to avoid offsets. Do not use patched forms for exposed concrete surfaces unless approved by the Engineer.

3.03 STEEL REINFORCEMENT

- A. General: Comply with CRSI's "Manual of Standard Practice" for placing reinforcement.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, and other foreign materials.
- C. Set wire ties with ends directed into concrete, not toward exposed concrete surfaces.
- D. Install welded wire fabric in longest practicable lengths on bar supports spaced to minimize sagging. Lap edges and ends of adjoining sheets at least one mesh spacing. Offset laps of adjoining sheet widths to prevent continuous laps in either direction. Lace overlaps with wire.

3.04 JOINTS

- A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.

3.05 CONCRETE PLACEMENT

- A. No concrete shall be placed in the absence of the Engineer or his representative who shall be given one day advance notice of starting time of concrete pour.

Place no concrete until foundation, forms, reinforcing steel, pipes, conduits, sleeves, hangers, anchors, inserts, waterproofing, termite treatment and/or basaltic termite barrier and other work required to be built into or placed ahead of concrete placing have been inspected and approved by the Engineer. Concrete placed without such notice and approval shall be rejected.

B. Preparation:

1. All sawdust, chips and other construction debris and extraneous matter shall be removed from interior of forms. Struts, stays, bracing, or blocking serving temporarily to hold forms in correct shape or alignment shall be removed when the concrete placing has reached an elevation rendering their services unnecessary.
2. Concrete shall be placed upon clean, damp surfaces with no free water, or upon properly compacted fills, but never upon soft mud or dry, porous earth. Before pouring footings or foundations, bottoms of excavations shall be properly leveled off and tamped.
3. Before depositing new concrete on or against concrete which has set, all accumulations of mortar splashed upon reinforcing steel and the surfaces of

forms shall be removed and the forms shall be retightened. The surfaces of previously set concrete shall be thoroughly roughened and cleaned of all foreign matter and laitance, saturated with water and slushed with a coat of cement grout. New concrete shall be placed before the grout has attained its initial set.

C. Conveying:

1. Concrete shall be conveyed from mixer to forms as rapidly as practicable by methods that will prevent segregation.
2. Concrete shall be deposited as nearly as practicable in its final position. Extensive spading as a means of transportation shall be avoided and in no case shall vibrators be used to transport concrete inside the forms.
3. Open troughs and chutes shall have a slope not to exceed 1 vertical to 2 horizontal and not less than 1 vertical to 3 horizontal. Chutes more than 20 feet long and chutes not meeting the slope requirements may be used provided they discharge into a hopper before distribution.
4. The concrete shall not be allowed to drop freely more than 6 feet except where specifically authorized by the Engineer. When placing operations would involve the dropping of concrete from a height of more than 6 feet, it shall be conveyed through pipes or flexible drop chutes.
5. If any appreciable segregation occurs through the conveying methods employed, their use shall be ordered discontinued by the Engineer and some other satisfactory method of placing concrete shall be used.
6. All chutes, troughs, pipes and other means of conveyances shall be kept clean and free from coatings of hardened cement or concrete by thoroughly cleaning with water and chipping after each pour. Water used for flushing shall be discharged away from the vicinity of the concrete or forms already in place.

D. Depositing:

1. Unless adequate protection is provided, concrete shall not be placed during rain. Rainwater shall not be allowed to increase the mixing water nor to damage the surface finish. Fresh concrete that has been deposited but has not attained its initial set shall be protected in the event of rain.
2. Concrete shall be placed so as to avoid segregation of the materials and the displacement of the reinforcing. As nearly as practicable, the concrete shall be dropped vertically without hitting reinforcement, sleeves or forms into its final position in order to avoid segregation of coarse aggregates from concrete. After the initial set of concrete, the forms shall not be jarred and no strain shall be placed on the projecting reinforcing.
3. Formed concrete shall be deposited in horizontal layers not deeper than 2 feet avoiding inclined layers and inclined construction joints. The depth of layers shall be shallow enough so that the succeeding layer will be placed before the

previous layer has attained its initial set. Concrete shall not be allowed nor shall it be caused to flow horizontally or on slopes in the form. Concrete placing on a slope shall begin at the lower end of the slope and progress upward.

4. Construction joints shall be made only where located on the plans unless approved otherwise by the Engineer. Pours shall be planned to provide for the continuous placing of concrete from one construction joint to another. The face edges of all joints that are exposed to view shall be carefully finished true to line and elevation.
5. In slab construction, placing of the concrete shall be started at the far end of the works so that each batch will be dumped against previously placed concrete, not away from it. The concrete shall not be dumped in separate piles and the piles then leveled and worked together.
6. Columns and pedestals shall be placed in approximately 4-foot sections, with each section being vibrated and compacted as placed.
7. If depositing of concrete must be stopped short of a full placement, it shall be leveled to a horizontal plane or stopped against a vertical bulkhead. Such bulkhead or horizontal plane shall be located only as approved by the Engineer.

E. Compaction:

1. All concrete shall be consolidated by vibration so that the concrete is thoroughly worked around the reinforcement, around embedded items, and into corners of forms, eliminating all air or stone pockets which may cause honeycombing, pitting, or planes of weakness. All compaction shall be done by use of high frequency internal vibrators. Where the vibrator cannot be inserted into the concrete, compaction shall be done by spading, rodding, or forking.
2. Frequency of vibrator shall be not less than 7,000 impulses per minute. The Contractor shall provide a sufficient number of vibrators to properly consolidate all concrete immediately after placing. At least one standby vibrator shall be on hand at all times during placement of the concrete.
2. Vibration shall not be applied through contact with reinforcement of forms. Vibration shall penetrate previously deposited concrete sufficiently to prevent pockets or voids or construction joints from occurring between pours, but must not be applied to concrete which has set up sufficiently to cease to be plastic under vibration.

3.06 SURFACE FINISHES

Rough Concrete Finish: Rough concrete finish surfaces shall be reasonably true to line and plane with no specific requirements for selected facing materials. Tie holes, honeycombing and defects shall be patched in accordance with Section 3.09C herein except that the patches for concealed surfaces need not be matched in color and texture with adjacent surfaces. Fins exceeding ¼" in height shall be removed. Otherwise, surfaces shall be left with the texture imparted by the forms.

3.07 MISCELLANEOUS CONCRETE ITEMS

A. Concrete for Drainage, Sewer and Plumbing Systems:

1. Do not use calcareous coarse aggregates in sewerage or drainage structures or components.

3.08 CONCRETE PROTECTION AND CURING

- #### A. All concrete shall be cured for a period of not less than 7 days by one of the methods listed below. During this curing period, the concrete shall be maintained with minimal moisture loss at a relatively constant temperature. Fresh concrete shall be protected from heavy rains, flowing water, mechanical injury, and injurious action of the sun. Curing method selected must be compatible with the finish to be applied to the concrete.

Curing shall immediately follow the finishing operation.

- #### B. Water Curing: If cured with water, concrete shall be kept wet by mechanical sprinklers, by ponding, or by any other method which will keep the surfaces continuously wet.
- #### C. Saturated Sand Curing: Surfaces cured with sand shall be covered with a minimum of 1-inch thickness of sand which shall be kept uniformly distributed and continuously saturated during the entire curing period.
- #### D. Pervious Sheeting: Overlap sheeting edges approximately 6 inches and keep sheets continuously wet throughout the curing period.
- #### E. Curing Compound: Curing compounds used on concrete surfaces that are to receive floor covering, paint or colored finish or acid stain shall be as recommended by the manufacturer to be compatible with the applied finish.

The Contractor shall submit to the Engineer a letter certifying that the curing compound is compatible with the applied finish. Application shall be in accordance with the manufacturer's recommendations. If curing, sealing or other compounds are used which are incompatible with applied finish, such compound shall be thoroughly removed by grinding with a terrazzo grinder or other means approved by the Engineer.

3.09 CONCRETE REPAIR OF DEFECTS

- #### A. After forms have been removed, any concrete which is not constructed as shown on the plans or is out of alignment or level beyond required tolerances or which shows a defective surface which in the opinion of the Engineer cannot be properly repaired or patched shall be removed.
- #### B. Where cast-in-place concrete which is exposed to view or designated architectural requires repairing or patching, the texture of the surface of such repair or patch shall closely match that of the surrounding surface. If the concrete is to remain unpainted, the surface color shall also be closely matched to that of the surrounding surface.
- #### C. All tie holes and all repairable defective areas shall be patched immediately after form removal as follows:

1. All honeycombed concrete shall be chipped out to sound concrete but in no case to a depth of less than 1 inch. If possible, edges of the chipped-out areas shall be undercut.
2. Rock pockets, form tie holes, deep holes not too large in area, other holes with relatively high ratio of depth to area, and similarly confined areas shall be dry packed.

After the area to be patched has been thoroughly cleaned and dampened, mortar, which shall consist of 1 part cement, 2-1/2 parts sand passing a #16 screen, and only enough water to produce a mortar that will stick together upon being molded into a ball by slight pressure of the hands, shall be placed in the holes in layers having a compacted thickness of about 3/8". Each such layer shall be solidly rammed over its entire surface using a hardwood stick and a hammer.

3. Shallow depressions where lateral restraint cannot be obtained, voids behind reinforcement, and holes extending through concrete sections shall be patched using a commercially prepared bonding agent, a stiff mortar mix of 1 part cement and not more than 2-1/2 parts sand.

For filling holes in exterior surfaces, an epoxy bonding agent shall be used. Application of the bonding agent shall be in strict conformance with the manufacturer's instructions.

3. An epoxy-and-sand mixture may be used in lieu of the mortar-and-bonding agent mixture for any of the patching above. The preparation of the surface to receive the patch, as well as the mixture proportions of the epoxy-and-sand, shall be in strict conformance with the manufacturer's instructions.
- D. Except for concrete required to be removed under Section 3.09A, any concrete which is not constructed as shown on the plans or is out of alignment and/or level beyond allowable tolerances may be patched using an epoxy-and-sand mixture.

The proportions of the mix and the preparation of the surface to receive the patch shall be in strict conformance with the manufacturer's instructions except as or unless otherwise specified herein. The minimum thickness of the patch shall be 1/4". No "feathering" to a lesser thickness will be permitted.

Misalignment which requires correction more than 1 inch thickness shall be repaired in the following manner:

1. The surface of the affected area shall be chipped, etched, or otherwise cleaned and roughened to provide a sound surface for bonding;
2. Concrete nails or other fasteners which can provide positive mechanical bonding of the patch shall be set into the surface at about 18 inches on center in all directions with a minimum of 2 rows.
3. Wire mesh reinforcement as approved by the Engineer shall be installed in those portions of the patch which exceed 2-inch thickness

4. A bonding agent suitable for use in the repair location (epoxy required for exterior use) shall be applied over the entire surface to be patched.
 5. Formwork to the true lines called for shall be installed over the area requiring the patch; and
 6. Concrete or grout with aggregate sized appropriately for the cavity and which will provide strength equivalent to that of the base surface shall be placed in the form, properly compacted and suitably cured.
- 3.10 CLEAN-UP
- Contractor shall clean up all concrete and cement materials, equipment and debris upon completion of any portion of the concrete work and upon completion of the entire concrete and related work.

END OF SECTION