

INVITATION FOR BIDS

**VILLAGES OF KAPOLEI – SEWER
REPAIR AT KAMA’AHA LOOP**

Kapolei, Oahu, Hawaii

HHFDC BID NO. 16-009-K85-S

APRIL 2016

PREPARED BY:

**Hawaii Housing Finance and Development Corporation
State of Hawaii**

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NOTICE TO BIDDERS
(Chapter 103D, HRS)

Bids will be received online by the Hawaii Housing Finance and Development Corporation ("HHFDC") via the Hawaii State eProcurement system ("HlePRO") website (<https://hiepro.ehawaii.gov>) no later than 2:00 p.m. on Thursday, **May 12, 2016**, for HHFDC Job No. 16-009-K85-S, Sewer Repairs at Kama'aha Loop, Kapolei, Oahu, Hawaii 96707.

Beginning April 29, 2016, the INVITATION FOR BIDS will be available on the HlePRO website and may be examined by vendors who have a valid registered account in HlePRO. Only registered users will be allowed to bid on this Project.

The scope of services consists of the operations and maintenance of the Villages of Kapolei – Sewer Repairs at Kama'aha Loop as described in the INVITATION FOR BIDS. Scope of Services consists of excavation, repair and backfill of short segment of sewer pipe and rehabilitation of a section of sewer pipe at Kama'aha Loop, inclusive of traffic controls.

There will be no pre-bid conference or site inspection. However, bidders are encouraged to visit the site where services will be performed to familiarize themselves with existing conditions and the extent of services required as stated in the General Requirements.

Bidders must possess a valid State of Hawaii General Excise Tax License and a General Contractor's License to be eligible to bid. All bids shall include the State General Excise Tax and markup of 4.712%. The HHFDC may reject any and all bids and may waive any bid defects whenever HHFDC deems such action is in the best interest of HHFDC. The determination of the successful bidder will be made by HHFDC in its sole discretion.

Questions relating to this bid solicitation shall be submitted to the IFB Contact through HlePRO and all responses will be provided through HlePRO. Deadline for Questions or Clarification Requests is May 5, 2016.


Craig K. Hirai, Executive Director
Hawaii Housing Finance and Development Corporation

State and County Procurement Notices – spo.hawaii.gov April 29, 2016

INSTRUCTIONS TO BIDDERS (HlePRO)

Contractor shall comply with all requirements set forth in the IFB, including the Instructions to Bidders, Specifications, Special Provisions, and all related attachments and exhibits therein (hereinafter "bid documents"). The bid documents shall be incorporated by reference and made a part of the Contract for Goods & Services based on Competitive Sealed Bids (hereinafter "contract") upon award to the lowest responsive, responsible Bidder.

1.0 DEFINITIONS

- 1.1 AG: State of Hawaii Attorney General.
- 1.2 Bid Form: Form of Bid, which is used to submit pricing information.
- 1.3 Bidder or Offeror: Any individual, partnership, firm, corporation, joint venture, or other entity submitting directly or through a duly authorized representative or agent, a bid for the good, service, or construction contemplated.
- 1.4 Bid Documents: IFB Instructions, Specifications, Special Provisions and applicable attachments.
- 1.5 Contract: Form AG-003 Contract for Goods and Services based on Competitive Sealed Bids.
- 1.6 Contract Documents: The Contract, amendments (which pertain to the Contract Documents), Contractor's bid documents (including appropriate accompanying bid documentation and post bid documentation) when attached as an exhibit to the contract, the Notice to Proceed, the Bonds, the bid documents, change orders, field orders, any written order for changes and interpretations and clarifications issued on or after the effective date of the contract.
- 1.7 Contractor: The Offeror that enters into a Contract with HHFDC as a result of this IFB.
- 1.8 GET: General Excise Tax.
- 1.9 HCE: Hawaii Compliance Express.
- 1.10 HHFDC: Hawaii Housing Finance & Development Corporation, 677 Queen Street, Suite 300, Honolulu, Hawaii 96813.
- 1.11 HAR: Hawaii Administrative Rules.
- 1.12 HRS: Hawaii Revised Statutes.
- 1.13 IFB: Invitation for Bids No. HHFDC Job. No. 16-009-K85-S.

- 1.14 STATE: State of Hawaii, HHFDC.
- 1.15 HOPA: Head of the Purchasing Agency (typically, the HHFDC Executive Director).
- 1.16 Procurement Officer: The HHFDC Executive Director or designee.

2.0 SOLICITATION SCHEDULE

The schedule provided below is tentative and subject to change at the discretion of HHFDC.

Date IFB Advertised	April 29, 2016
Deadline for Questions or Clarification Requests	May 5, 2016
Submit Statement of Qualifications	May 12, 2016
Bids Due	May 12, 2016 No later than 2:00 PM, HST
Notice of Intent to Award	TBD
Contract Start Date	TBD

3.0 AVAILABILITY OF BID DOCUMENTS; IFB CONTACT(S)

3.1 This solicitation is being conducted on the State of Hawaii eProcurement system (HlePRO).

3.1.1 Bidders must access the Bid Documents on the HlePRO website, located at <https://hiepro.ehawaii.gov/welcome.html>, and all responses to the IFB must be submitted on HlePRO.

3.1.2 To view the details of the solicitation and enter a response, bidders must be registered in HlePRO.

3.1.3 Once bidder is registered, bidder must login to respond to solicitation.

3.1.4 Only responses submitted on HlePRO will be accepted for this solicitation.

3.2 The IFB Contact(s) for this solicitation are:

Leo Domingo, Project Coordinator, (808) 587-3170
 Email: leonell.a.domingo@hawaii.gov
 Fax: (808) 587-0600

4.0 BID REQUIREMENTS

4.1 Bidder shall complete, sign, and submit the forms and items listed below. All

forms shall be submitted to HHFDC **through HlePRO** on or before the Bids Due date in Section 2.0 above, as amended by any addenda to the RFP. **Any bidder failing to meet this requirement may be deemed non-responsive and not considered for award.** Refer to the MANDATORY SUBMITTALS on Page A-1 for a list of forms required to be submitted as part of the solicitation and contract process.

- Form of Bid (P-1 to P-11)
- Form of Non-Default Affidavit
- Form of Non-Collusive Affidavit
- Form of Non-Gratuity Affidavit
- Bidder's Statement of Qualification (CIPP)
- Bidder's Statement of Qualification (CCTV)
- Bid Bond electronic copy

Bidder shall submit the original signed offer, with the original bid bond, if required, so that it is received by the IFB Contact at the address below within five (5) working days from the notification of intent to award:

Leo Domingo
Hawaii Housing Finance and Development Corporation
677 Queen Street, Suite 300
Honolulu, HI 96813

4.2 **Reserved.**

4.3 **Form of Bid (P-1 to P-11).** Bidder shall complete, sign and submit the Form of Bid using Bidder's exact legal name as registered with the DCCA, as applicable. By submitting a completed and signed Form of Bid, Bidder attests as follows:

- 4.3.1 If unsigned, the bid will be automatically rejected unless accompanied by other material containing a signature indicating the Bidder's intent to be bound. If bidder's offer is the lowest responsive bid, the bidder must submit the complete original offer, with the original bid bond, within five (5) working days from the notification of intent to award.
- 4.3.2 Bidder is registered and/or licensed to do business in the State of Hawaii and will pay such taxes on all sales made to the State of Hawaii.
- 4.3.3 The information provided is accurate to the best of bidder's knowledge and the contracting office is authorized to contact and confirm the stated information.
- 4.3.4 Failure to complete and provide all information requested on the Form of Bid may result in automatic bid rejection.
- 4.3.5 **Bid Security.** Bidders shall provide, at no cost to the State, a bid security. If Bidder fails to accompany its bid with a bid security, the bid

shall be deemed non-responsive, except as provided in section 3-122-223 (d), HAR.

4.3.5.1 Bid security amount. Bid security shall be in an amount equal to at least five percent (5%) of the amount of the base offer and additive alternatives.

4.3.5.2 An acceptable bid security shall be limited to:

4.3.5.2.1 Surety bond in the form attached to the solicitation and underwritten by a company licensed to issue bonds in this State. Failure to utilize the City's surety bond forms shall not relieve the Offeror from liability or responsibility if it is discovered that the form utilized is not compliant with the HAR.

4.3.5.2.2 Legal tender; or

4.3.5.2.3 A certificate of deposit; credit union share certificate; or cashier's, treasurer's, teller's, or official check drawn by, or a certified check accepted by a bank, a savings institution, or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, and payable at sight or unconditionally assigned to the Executive Director of the Hawaii Housing Finance and Development Corporation.

4.3.5.2.3.1 These instruments may be utilized only to a maximum of \$100,000.00.

4.3.5.2.3.2 If the required security amount totals over \$100,000.00, more than one instrument not exceeding \$100,000.00 each and issued by different financial institutions shall be accepted.

4.3.6 **Wage Certificate (P-8).** Bidder shall comply with the provisions of Chapter 104, HRS and shall indicate its acceptance to comply with this chapter by reviewing and signing the Wage Certificate form, P-8, in the Form of Bid.

4.3.6.1 The information provided shall indicate bidder has included the applicable wage rates into the bid to compensate employees for work performed under the awarded contract. The current wage rate schedule is available online at: <http://labor.hawaii.gov/rs/home/wages/72-2/>.

4.3.7 **Joint contractor; subcontractor (P-9).** Bidders shall comply with HRS 103D-302, relating to the listing of joint contractors or subcontractors. Where there is an incomplete or ambiguous listing of joint contractors and/or subcontractors, the bid 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.

4.3.7.1 Additions to the list of joint contractors or subcontractors will not be allowed.

4.3.7.2 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.

4.3.7.3 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.

4.3.8 **Safety and Health Certification (P-11).** Where the bid is in excess of \$100,000, Bidder shall certify that, if awarded the contract, the bidder will comply with section 396-18, HRS, relating to safety and health programs for contractors bidding on State construction projects. The certificate of compliance included in the bid proposal shall be submitted with the bidder's bid. Failure to submit the required certification may be grounds for disqualification of the bidder's bid. The Safety and Health certificate shall be used to certify that, if awarded the contract, the Offeror will comply with section 396-18, HRS, relating to safety and health programs for contractors offering on State construction projects.

4.3.9 **Employment of State Residents on Construction projects.** Bidders are advised of the applicability of section 103B, HRS, Employment of State Residents on Construction Procurement Contracts. Section 103B, HRS, requires the awarded Contractor to ensure that Hawaii Residents (as defined in the section 103B, HRS) compose not less than eighty percent (80%) of the workforce employed to perform the contract. This requirement shall apply to subcontracts of \$50,000.00 or more in connection with any construction contract procured under section 103D, HRS.

4.4 Performance and Payment Bonds. Performance and Payment Bonds shall be required for contracts \$25,000 (twenty five thousand dollars) and higher. At the time of the execution of the contract, the successful Bidder shall file good and

sufficient performance and payment bonds on the form(s) furnished by the HHFDC, each in an amount equal to one hundred percent (100%) of the amount of the contract price unless otherwise stated in this IFB.

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

4.4.1.1 Surety bond underwritten by a company licensed to issue bonds in this State;

4.4.1.2 Legal tender; or

4.4.1.3 A certificate of deposit; credit union share certificate; or cashier's, treasurer's, teller's, or official check drawn by, or a certified check accepted by a bank, a savings institution, or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, and payable at sight or unconditionally assigned to the Executive Director of the Hawaii Housing Finance and Development Corporation.

4.4.1.3.1 These instruments may be utilized only to a maximum of \$100,000.

4.4.1.3.2 If the required security amount totals over \$100,000, more than one instrument not exceeding \$100,000 each and issued by different financial institutions shall be accepted.

4.4.2 If the successful Bidder fails to deliver the required performance and payment bonds, the successful Bidder's award shall be canceled, the HHFDC shall have the remedies provided under the HHFDC General Conditions, Section 3.9, FAILURE TO EXECUTE THE CONTRACT, and award of the contract shall be made to the next lowest responsible and responsive Bidder.

4.5 Preferences. This section shall not apply to Federally-funded procurements, or in any circumstance where application of such preference(s) will disqualify the State from receiving federal funds or aid. A preference shall only apply to this IFB when:

(a) A bid form or certificate for the preference is included in the IFB document; and

(b) The IFB expressly indicates the applicability of the preference in the IFB's instructions, bid form, or special provisions.

4.5.1 **Hawaii Products Preference.** The Hawaii products preference shall not apply unless there is provided in this solicitation a schedule of the

applicable products from the Hawaii products list established pursuant to section 103D-1002, HRS, that are acceptable to use in the work noted in the solicitation.

- 4.5.1.1 The current Hawaii Products List is available on the State Procurement Office (SPO) website at: <http://hawaii.gov/spo/hawaii-public-procurement-code-chapter-103d-hrs/preferences>. To access the list, click on the "Hawaii Products" link.
- 4.5.1.2 Bidders offering a Hawaii product shall identify the Hawaii product on the offer form. 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 offers specified in the solicitation. The responsibility for certification and qualification shall rest upon the person requesting the preference.
- 4.5.1.3 Persons desiring to qualify their product(s) not currently on the Hawaii Products List shall complete form SPO-38, Certification for Hawaii Product Preference and submit to the Procurement Office, Hawaii Housing Finance and Development Corporation, and provide all additional information required by the State. One form shall be completed for each product being requested (i.e., 3 products should have 3 separate forms completed). The form is available on the State Procurement Office (SPO) webpage at <http://hawaii.gov/forms/state-procurement-office>. To download the form, click on the "SPO-38" link.
- 4.5.1.4 All Hawaii products in any offer shall be made available for inspection, or additional information may be requested to verify that the Hawaii product meets the minimum specifications.
- 4.5.1.5 Where a bid contains both Hawaii and non-Hawaii products, then for the purpose of selecting the lowest price or purchase price only, the price offered for a Hawaii product item shall be decreased by subtracting ten per cent for Class I Hawaii product items offered, or fifteen per cent for Class II Hawaii product items offered. The price offered for the Hawaii product shall be f.o.b. jobsite, unloaded, including applicable general excise tax and use tax. The Hawaii product cost shall not include installation costs. The lowest bid, taking the preference into consideration, shall be awarded the contract unless the solicitation 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.
- 4.5.1.6 Bidder submitting an offer with Hawaii Product shall identify the Hawaii Product on the designated offer form or certificate

included in the solicitation.

4.5.1.7 in the event of any change that materially alters the bidder's ability to supply Hawaii products, bidders who requested application of the preference shall immediately notify the chief procurement officer in writing and the parties shall enter into discussions for the purposes of revising the contract or terminating the contract for convenience.

4.5.2 **Recycled Products Preference.** The recycled product preference shall not apply unless there is provided in the solicitation the items allowed for consideration and use as recycled products, the percent of recycled content required to qualify for a preference, and provided further that the Certification of Recycled Content form is included as part of the Offer pages.

4.5.3 **Apprenticeship Agreement Preference.** For bids for a public works construction contract or public works construction component of a contract having an estimated value of not less than \$250,000, the State shall, for evaluation purposes, decrease the offer amount of an Offeror by five per cent (5%) if the Offeror is a party to an apprenticeship agreement registered with the State of Hawaii, Department of Labor and Industrial Relations for each apprentice-able trade the Offeror will employ to construct the public works, and in conformance with section 372, HRS.

4.5.3.1 Definitions for Purpose of this section:

"Apprenticeable trade" – shall have the same meaning as "apprenticeable occupation" under section 12-30-5, HAR.

"Employ" – shall mean the employment of a person in an employer-employee relationship.

"Governmental body" – shall have the meaning as defined in section 103D-104, HAR.

"Party to an apprenticeship agreement" – shall mean a party to a registered apprenticeship program with the Department of Labor and Industrial Relations (DLIR).

"Preference" – shall mean the 5% by which the qualified offer amount would be decreased for evaluation purposes.

"Public Work" - shall be as defined in section 104-2, HRS, and section 12-22-1, HAR.

"Registered apprenticeship program" -- shall mean a construction trade program approved by the Department of Labor and Industrial Relations pursuant to sections 12-30-1 and 12-30-4, HAR.

"Sponsor" – shall mean an operator of an apprenticeship program and in whose name the program is approved and registered with the Department of Labor and Industrial Relations pursuant to section 12-30-1, HAR.

4.5.3.2 Procedures

- 4.5.3.2.1 Prior to bid opening. Bidder seeking to claim the preference shall state the trades the Bidder will employ to perform the work. For each trade to be employed to perform the work, the Bidder shall submit a completed signed original *Certification of Bidder's Participation, Certification Form 1* verifying participation in an apprenticeship program registered with DLIR. The *Certification Form 1* shall be authorized by an apprenticeship sponsor of DLIR list of registered apprenticeship programs. The authorization shall be an original signature by an authorized official of the apprenticeship sponsor. The completed *Certification Form 1* for each trade must be submitted by the Bidder with the bid. A facsimile or copy is acceptable to be submitted with the bid; however, the signed original must be submitted within five (5) working days of the due date of the bid. Previous certifications shall not apply unless otherwise specified in this IFB. DLIR *Certification of Bidder's Participation, Certification Form 1* can be found on the DLIR Workforce Development Division website (<http://hawaii.gov/labor/wdd>).
- 4.5.3.2.2 Bid evaluation. If the Bidder properly certifies participation in an apprenticeship program for each trade employed by the Bidder for the project and properly submits the required documents with the bid, upon verification, the State will apply the preference and decrease the State's total offer amount by five per cent (5%) for evaluation purposes. The contract amount awarded, however, shall be the amount of the price offered, exclusive of the preference. Should the Bidder qualify for other statutory preferences, all applicable preferences shall be applied to the Bidder's price.
- 4.5.3.2.3 Contract administration and enforcement. For the duration of a contract awarded utilizing the apprenticeship preference, the contractor shall certify each month that the work is being conducted on the project and that it continues to be a participant in the relevant apprenticeship program for each trade it employs. Monthly certification shall be made on *Monthly Certification Form 2*, be a signed original by the respective apprenticeship

program sponsor's authorized official, and submitted by the contractor with its monthly payment requests.

Should the contractor fail or refuse to submit its monthly certification forms or, at any time during the project, cease to be a party to a registered apprenticeship agreement for each apprentice-able trades the contractor employs, or will employ, 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 agency shall be entitled to restitution for nonperformance or liquidated damages claims; or
- (c) Procedure to debar or suspend pursuant to section 103D-702, HRS.

4.5.4 **Other Preferences.** The following preferences may apply to a solicitation if an offer form or certificate for the preference is included in the solicitation document.

4.5.4.1 Printing, Binding, and Stationery Work

4.5.4.2 Reciprocal

4.5.4.3 Software Development Business

4.5.5 **Evaluation of Preferences.**

4.5.5.1 The evaluation of preferences shall be conducted in accordance with section 103D Part X, HRS, and section 3-124, HAR.

4.5.5.2 Evaluation procedure and contract award. Solicitations allowing more than one preference shall be evaluated and awarded in accordance with section 3-124-25, HAR.

4.5.5.3 Preferences shall be for evaluation purposes only. The award contract amount shall be the amount of the offer, exclusive of any preference.

5.0 BIDDER QUALIFICATION

- 5.1 License. Bidder must possess and have a valid General Excise tax (GET) license from the State of Hawaii, Department of Taxation and appropriate contractor's license from the State of Hawaii, Department of Commerce and Consumer Affairs (DCCA). Award shall not be made to any Bidder failing to meet this qualification requirement.
- 5.1.1 Performance Capability. 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.
- 5.1.2 Disqualification. Any persons, firm or corporation 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 on any previous contract with the HHFDC, may be disqualified.
- 5.2 Permanent Office Location. Bidder shall have a permanent office location from where he/she conducts business and where he/she will be accessible to telephone calls regarding this contract. An answering service is acceptable provided a response is made within four (4) hours of the initial call from the Contract Administrator.
- 5.3 Equipment and Personnel. Bidder shall have adequate equipment and number of employees to perform and complete the work specified herein within the period specified.
- 5.4 Responsibility of Bidder
- 5.4.1 Pursuant to Chapter 103D-310(b), HRS, whether or not an intention to bid is required, the procurement officer shall determine whether the prospective bidder has the financial ability, resources, skills, capability, and business integrity necessary to perform the work.
- 5.4.1.1 Bidder must be capable of performing the work for which bids are invited.
- 5.4.1.2 If the procurement officer requires additional information, the bidder or prospective bidder may be required to provide follow-up information requested by HHFDC.
- 5.4.1.2.1 The requested information shall be furnished upon request within two working days or longer, as determined by the procurement officer.

5.4.1.2.2 Failure to furnish the requested information within the time allowed may be grounds for determination of non-responsibility.

5.4.1.3 Whenever it appears that the prospective bidder is not fully qualified and able to perform the intended work, a written determination of non-responsibility of a bidder shall be made by the head of the purchasing agency.

5.4.2 Bidder is advised that if notified of an intent to award a contract for a job, bidder shall furnish proof of compliance with the requirements of Chapter 103D-310(c), HRS, no later than 10-days from date of notice of intent to award.

5.4.2.1 Pursuant to HRS Chapter 103D-310(c), the lowest responsive Bidder shall, at the time of award, be compliant with all laws governing entities doing business in the State, including, but not limited to:

- Chapter 237, tax clearance;
- Chapter 383, unemployment insurance;
- Chapter 386, workers' compensation;
- Chapter 392, temporary disability insurance;
- Chapter 393, prepaid health care; and
- Chapter 103D-310(c), Certificate of Good Standing (COGS) for entities doing business in the State.

5.4.2.2 As proof of compliance, Bidders must furnish to the Hawaii Housing Finance and Development Corporation (HHFDC) a current and valid Certificate of Vendor Compliance from the Hawaii Compliance Express (HCE) system. The State shall verify compliance on HCE. If a Bidder is not compliant on HCE at the time of award, the Bidder will not receive the award.

5.4.2.3 Hawaii Compliance Express. The HCE is an electronic system that allows vendors/contractors/service providers doing business with the State to quickly and easily demonstrate compliance with applicable laws. It is an online system that replaces the necessity of obtaining paper compliance certificates from the Department of Taxation, Federal Internal Revenue Service; Department of Labor and Industrial Relations, and Department of Commerce and Consumer Affairs. *Bidders should register with HCE at <https://vendors.ehawaii.gov> prior to submitting an offer.* The annual registration fee is \$12.00 and the 'Certificate of Vendor Compliance' is accepted as proof of compliance for award, execution of the contract, and final payment.

5.4.2.4 Timely Registration on HCE. Bidders are advised to register on HCE soon as possible.

5.4.2.5 Any Bidder making a false affirmation or certification under this subsection shall be suspended from further offerings or awards pursuant to section 103D-702. The procuring officer shall verify compliance with this subsection for all contracts awarded pursuant to sections 103D-302, 103D-303, 103D-304, and 103D-306, and for contracts and procurements of \$2,500 or more awarded pursuant to section 103D-305.

6.0 EXAMINATION OF CONTRACT DOCUMENTS AND SITE

6.1 It is the responsibility of each Bidder before submitting a Bid:

- 6.1.1 To examine thoroughly the Contract Documents and other related data identified in the Bid Documents.
- 6.1.2 To attend any scheduled pre-bid conference and visit the site to become familiar with and satisfy Bidder as to the work requirements and general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 6.1.3 To consider federal, state and local Laws, and Regulations that may affect cost, progress, performance or furnishing of the Work.
- 6.1.4 To study and carefully correlate Bidder's knowledge and observations with the Contract Documents and such other related data.
- 6.1.5 To promptly notify HHFDC of all conflicts, errors, ambiguities or discrepancies which Bidder has discovered in or between the Contract Documents and other such related documents.

7.0 PRE-BID CONFERENCE

7.1 There will be no pre-bid conference or site inspection for this IFB. However, an independent site visit is recommended.

8.0 INTERPRETATIONS AND ADDENDA

8.1 All questions about the meaning or intent of the Bid Documents are to be submitted in writing **through the HlePRO Questions & Answer section** to the IFB Contact(s) specified in 3.2 by the Deadline for Questions or Clarification Requests specified in 2.0. Interpretations or clarifications considered necessary by HHFDC in response to such questions will be issued by addendum to the IFB. Questions received less than 14 days prior to the Bids Due date will not be

answered. Only responses to questions addressed by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

8.2 Addenda may also be issued to modify the Bid Documents at the discretion of HHFDC.

9.0 SUBMISSION OF BID

9.1 Bid Due Date. All bids shall be received on HlePRO no later than the date and time indicated in the Solicitation Schedule in 2.0, as amended by any addenda to this IFB. **Late bids shall not be considered.**

9.2 Cancellation or Rejection of Bids. The solicitation may be cancelled or the bids may be rejected, in whole or in part, when in the best interest of HHFDC, as provided in §3-122-95 through §3-122-97, HAR.

9.3 Certification of Independent Cost Determination. By submitting a bid and applicable bid documents, bidder certifies as follows:

9.3.1 The costs in the bid have been arrived at independently, without consultation, communication, or agreement with any other bidder, as to any matter relating to such costs for the purpose of restricting competition.

9.3.2 Unless otherwise required by law, the cost which has been quoted on the prescribed Form of Bid for the respective job has not been knowingly disclosed by the bidder prior to award, directly or indirectly, to any other bidder or competitor prior to the award of the contract.

9.3.3 No other attempt has been made or will be made by the bidder to indicate any other person or firm to submit or not to submit for the purpose of restricting competition.

9.3.4 The job site contemplated and all bid documents or items referenced therein including contract and bond forms were carefully examined and shall be considered a warranty that 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.

9.4 Bid samples or descriptive literature should not be submitted unless expressly requested and, regardless of any attempt by bidder to condition the bid, unsolicited bid samples or descriptive literature which are submitted at the bidder's risk will not be examined or tested, and will not be deemed to vary any of the provisions of the IFB.

10.0 MODIFICATION AND WITHDRAWAL OF BIDS

- 10.1 Pre-opening modification or withdrawal of offer. Bids may be modified or withdrawn prior to the established due date as follows:
- 10.1.1 Modification of bids. An electronic notice submitted on HlePRO by the time and date set for receipt of bids pursuant to section 3-122-9, HAR, indicating bidder's intent to modify its offer and accompanying the modification.
 - 10.1.2 Withdrawal of bids. An electronic notice submitted on HlePRO by the time and date set for receipt of bids pursuant to section 3-122-9, HAR, indicating bidder's intent to withdraw.
- 10.2 Late withdrawal or modification. A late withdrawal or modification will not be accepted unless such withdrawal or modification is made in accordance with HAR §3-122-31, Mistakes in bids.

11.0 GENERAL EXCISE TAX

- 11.1 All bids shall include the State General Excise Tax and markup (4.712%).

12.0 CONFIDENTIAL INFORMATION

- 12.1 If a person believes that any portion of a bid, proposal, offer, specification, protest, or correspondence contains information that should be withheld as confidential, then the Procurement Officer named on the cover of this IFB should be so advised in writing and provided with justification to support the confidentiality claim. Price is not considered confidential and will not be withheld.
- 12.2 An Offeror shall request in writing nondisclosure of designated trade secrets or other proprietary data considered confidential. Such data shall accompany the proposal, be clearly marked, and shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.
- 12.3 Pursuant to HAR Section 3-122-58, the head of the purchasing agency or designee shall consult with the Attorney General and make a written determination in accordance with HRS Chapter 92F. If the request for confidentiality is denied, such information shall be disclosed as public information, unless the person appeals the denial to the Office of Information Practices in accordance with HRS Section 92F-42(12).

13.0 CANCELLATION OF BID PROCESS

13.1 The IFB may be canceled, or any or all bids may be rejected, in whole or in part, when it is in the best interests of HHFDC, in HHFDC's sole discretion.

14.0 RECEIPT AND OPENING OF BIDS

14.1 All bids shall be received on HlePRO no later than the date and time indicated in the Solicitation Schedule in 2.0, as amended by any addenda to this IFB. **Late bids shall not be considered.**

15.0 AWARD OF CONTRACT

15.1 Award, if made, shall be based on a total sum bid amount to the lowest responsive, responsible bidder(s) meeting the minimum qualifications set forth herein, and subject to availability of funds.

15.2 In evaluating bids, HHFDC shall consider the qualifications of bidders, whether or not the bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested on the offer form(s) or otherwise by the IFB.

15.3 The award of Contract, if it be awarded, will be made after all necessary investigations are made. The successful Bidder will be notified, by letter mailed to the address shown on the bid, that its bid has been accepted and that it has been awarded the Contract.

15.4 Bidder shall submit the signed original offer, with the original bid bond, if required, so that it is received within five (5) working days from the notification of intent to award.

15.5 That this Bid may not be withdrawn within sixty (60) calendar days subsequent to the opening of bids or any extension of time as may be requested by the Director.

15.6 The Contract will be drawn on the forms furnished by the Executive Director. The Contract will not be binding on the HHFDC until all required signatures have been affixed thereto and written certification that funds are available for the work has been made.

15.7 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.

15.8 Refer to 103D General Conditions, Special Conditions and Technical Specifications for contract and compliance requirements.

16.0 CANCELLATION OF AWARD

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

17.0 CONTRACT TERM

- 17.1 The Contract shall be for a period of 120 calendar days from the start date of the Contract. The official start date of the Contract shall be the commencement date specified on the Notice to Proceed issued by the HHFDC.
- 17.2 Unless terminated, the Contract may be extended, at HHFDC's sole discretion, for not more than 180 calendar days thereof until the job is completed.

1.0 SPECIAL LEGAL REQUIREMENTS

- 1.1 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.

END OF INSTRUCTIONS

**VILLAGES OF KAPOLEI – SEWER
REPAIRS AT KAMA’AHA LOOP
JOB NO. 16-009-K85-S**

BIDDER'S STATEMENT OF QUALIFICATION (CIPP)

Failure to fully complete, and have notarized, this BIDDER'S STATEMENT OF QUALIFICATION and to submit it to HHFDC will be sufficient cause for HHFDC to disqualify a prospective bidder. It is the Bidder’s responsibility to ensure that the completed and notarized STATEMENT is received by HHFDC no later than the Bids Due date and time indicated in the Instructions to Bidders, 2.0 Solicitation Schedule. (Note: For HIePRO solicitations, this form must be submitted to HHFDC on HIePRO with original copy to follow so that it is received within five (5) working days of the notification of intent to award.)

The bidders must demonstrate prior work force experience in cured-in-place pipe (CIPP) work satisfying the minimum requirements of TECHNICAL SPECIFICATIONS Section 15, “Qualification of Bidders (CIPP).” Bidders who, in the sole discretion of HHFDC, do not meet such minimum requirements shall be deemed non-responsive and their bids rejected.

Full and explicit replies to the inquiries are required. Attach additional sheets as necessary.

Completed STATEMENTS shall be submitted on HIePRO. See note in first paragraph above.

Print or Type All Information

A. GENERAL BIDDER INFORMATION

Bidder's Name and Mailing Address:

Bidder's Street Address (if different than above):

Name of Contact Person: _____

Bidder's Telephone Number: () _____

Bidder's Fax Number: () _____

Hawaii Contractor’s License: _____

B. INFORMATION ON SUBCONTRACTOR PERFORMING CIPP WORK

(Section B to be completed only if CIPP work not being performed by Bidder's own work force)

Name of Subcontractor: _____

Mailing Address: _____

Contact Person: _____

Telephone Number: (_____) _____

Fax Number: (_____) _____

Subcontractor's Hawaii License and Specialty Numbers: _____

Total Length of CIPP Lining Installed (\geq 8" Diameter): _____

C. GENERAL QUALIFICATION REQUIREMENTS

A bidder's bid will be rejected if the bidder cannot meet the minimum Contractor/Subcontractor Company requirements to be deemed "qualified" by HHFDC.

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

The minimum work force required for the Project CIPP work, for which each member performing the work must be deemed "qualified" by HHFDC, shall include one CIPP WORK SUPERVISOR, one CIPP WORK CREW MEMBER, and one REMOTE CUTTER OPERATOR (for lateral reinstatement). Each member performing the work as part of the Contractor's CIPP work force must be under the contractor's, or his subcontractor's, employment **at the time of Bid Opening.**

Prospective bidders are permitted to name more than one (1) person in this STATEMENT for each position requiring qualifying experience. Attach additional sheets as necessary.

The Contractor and his subcontractor(s) must be licensed in accordance with Chapter 444 of the Hawaii Revised Statutes **at the time of Bid Opening.**

D. PRODUCT INFORMATION

CIPP Product Proposed to be Utilized on Project

Product Name: _____

Manufacturer: _____

Manufacturer's Address: _____

Manufacturer's Telephone Number: (_____) _____

Manufacturer's Fax Number: (_____) _____

Total Length of CIPP Lining Installed (≥ 8" Diameter): _____

E. CIPP QUALIFICATION REQUIREMENTS

All CIPP work shall be performed by an experienced Contracting or Subcontracting Company having a minimum 3 years of experience in CCTV sewer inspections.

1. **CIPP CONTRACTOR** - The Contractor shall have successfully completed at least five (5) CIPP projects as specified in TECHNICAL SPECIFICATIONS Section 15, "Qualification of Bidders (CIPP)"

List the Company's five (5) Qualifying Projects Below:

a) **PROJECT #1:** _____

Employer: _____

Employer Address: _____

Contact Person: _____

Employer Telephone Number: (_____) _____

Project Start Date: _____

Project Completion Date: _____

Was Project Completed on Time? _____

IF NO: Reason for Delay _____

Owner:

Address: _____

Contact Person: _____

Telephone Number: (_____) _____

Total Length CIPP Lining Installed Under Project (in linear feet) With
Corresponding Host Pipe Diameter (in inches):

Total No. of Laterals Reinstated under Project: _____

b) **PROJECT #2:** _____

Employer: _____

Employer Address: _____

Contact Person: _____

Employer Telephone Number: (_____) _____

Project Start Date: _____

Project Completion Date: _____

Was Project Completed on Time? _____

IF NO: Reason for Delay _____

Owner:

Address: _____

Contact Person: _____

Telephone Number: (_____) _____

Total Length CIPP Lining Installed Under Project (in linear feet) With Corresponding Host Pipe Diameter (in inches):

Total No. of Laterals Reinstated under Project: _____

c) **PROJECT #3:** _____

Employer: _____

Employer Address: _____

Contact Person: _____

Employer Telephone Number: (_____) _____

Project Start Date: _____

Project Completion Date: _____

Was Project Completed on Time? _____

IF NO: Reason for Delay _____

Owner:

Address: _____

Contact Person: _____

Telephone Number: (_____) _____

Total Length CIPP Lining Installed Under Project (in linear feet) With Corresponding Host Pipe Diameter (in inches):

Total No. of Laterals Reinstated under Project: _____

d) **PROJECT #4:** _____

Employer: _____

Employer Address: _____

Contact Person: _____

Employer Telephone Number: (_____) _____

Project Start Date: _____

Project Completion Date: _____

Was Project Completed on Time? _____

IF NO: Reason for Delay _____

Owner:

Address: _____

Contact Person: _____

Telephone Number: (_____) _____

Total Length CIPP Lining Installed Under Project (in linear feet) With
Corresponding Host Pipe Diameter (in inches):

Total No. of Laterals Reinstated under Project: _____

e) **PROJECT #5:** _____

Employer: _____

Employer Address: _____

Contact Person: _____

Employer Telephone Number: (_____) _____

Project Start Date: _____

Project Completion Date: _____

Was Project Completed on Time? _____

IF NO: Reason for Delay _____

Owner:

Address: _____

Contact Person: _____

Telephone Number: (_____) _____

Total Length CIPP Lining Installed Under Project (in linear feet) With Corresponding Host Pipe Diameter (in inches):

Total No. of Laterals Reinstated under Project: _____

2. All CIPP work shall be performed by an experienced Contractor's or Subcontractor's work force. The CIPP work force shall include, but not be limited to, one CIPP work supervisor, one CIPP work crew member (other than the supervisor) who will be involved in liner wet-out and insertion, and one remote cutter operator for lateral reinstatement.

A) **CIPP WORK SUPERVISOR** - The CIPP work supervisor shall have direct supervisory experience on at least three (3) successfully completed CIPP projects as specified in TECHNICAL SPECIFICATIONS Section 15, "Qualification of Bidders (CIPP)."

Name of CIPP Work Supervisor: _____

List Supervisor's three (3) Qualifying Projects Below:

a) **PROJECT #1:** _____

Employer: _____

Employer Address: _____

Contact Person: _____

Employer Telephone Number: (_____) _____

Project Start Date: _____

Project Completion Date: _____

Owner:

Address: _____

Contact Person: _____

Telephone Number: (_____) _____

Host Pipe Diameter (in inches): _____

CIPP Product Name: _____

Manufacturer: _____

Total Length CIPP Lining Installed Under Project (in linear feet):

Total No. of Laterals Reinstated under Project: _____

Total Length of CIPP Lining for Project that Supervisor directly performed in Qualifying Supervisory Position (in linear feet):

b) **PROJECT #2:** _____

Employer: _____

Employer Address: _____

Contact Person: _____

Employer Telephone Number: (_____) _____

Project Start Date: _____

Project Completion Date: _____

Owner:

Address: _____

Contact Person: _____

Telephone Number: (_____) _____

Host Pipe Diameter (in inches): _____

CIPP Product Name: _____

Manufacturer: _____

Total Length CIPP Lining Installed Under Project (in linear feet):

Total No. of Laterals Reinstated under Project: _____

Total Length of CIPP Lining for Project that Supervisor directly performed in Qualifying Supervisory Position (in linear feet):

c) **PROJECT #3:** _____

Employer: _____

Employer Address: _____

Contact Person: _____

Employer Telephone Number: (_____) _____

Project Start Date: _____

Project Completion Date: _____

Owner:

Address: _____

Contact Person: _____

Telephone Number: (_____) _____

Host Pipe Diameter (in inches): _____

CIPP Product Name: _____

Manufacturer: _____

Total Length CIPP Lining Installed Under Project (in linear feet):

Total No. of Laterals Reinstated under Project: _____

Total Length of CIPP Lining for Project that Supervisor directly performed in Qualifying Supervisory Position (in linear feet):

- B) **CIPP WORK CREW MEMBER - The CIPP work crew member shall have direct field experience, including participation in liner wet-out and insertion, on at least two (2) successfully completed CIPP projects as specified in TECHNICAL SPECIFICATIONS Section 15, "Qualification of Bidders (CIPP)."**

Name of CIPP Work Crew Member: _____

List CIPP Work Crew Member's two (2) Qualifying Projects Below:

- a) **PROJECT #1:** _____

Employer: _____

Employer Address: _____

Contact Person: _____

Employer Telephone Number: (_____) _____

Project Start Date: _____

Project Completion Date: _____

Owner: _____

Address: _____

Contact Person: _____

Telephone Number: (_____) _____

Host Pipe Diameter (in inches): _____

CIPP Product Name: _____

Manufacturer: _____

Total Length CIPP Lining Installed Under Project (in linear feet):

Total No. of Laterals Reinstated under Project: _____

Total Length of CIPP Lining for Project that Work Crew Member directly performed in Qualifying Position (in linear feet):

- b) **PROJECT #2:** _____

Employer: _____

Employer Address: _____

Contact Person: _____

Employer Telephone Number: (_____) _____

Project Start Date: _____

Project Completion Date: _____

Owner: _____

Address: _____

Contact Person: _____

Telephone Number: (_____) _____

Host Pipe Diameter (in inches): _____

CIPP Product Name: _____

Manufacturer: _____

Total Length CIPP Lining Installed Under Project (in linear feet):

Total No. of Laterals Reinstated under Project: _____

Total Length of CIPP Lining for Project that Work Crew Member directly performed in Qualifying Position (in linear feet):

C) **REMOTE CUTTER OPERATOR FOR LATERAL CONNECTION REINSTATEMENT** – Operator shall have direct field experience reinstating a minimum of fifty (50) lateral connections by remote cutter as specified in TECHNICAL SPECIFICATIONS Section 15, “Qualification of Bidders (CIPP).”

Name of Remote Cutter Operator: _____

List Remote Cutter Operator’s Qualifying Project(s) Below:

- a) **PROJECT #1:** _____
- Employer: _____
- Employer Address: _____
- Contact Person: _____
- Employer Telephone Number: (_____) _____
- Project Start Date: _____
- Project Completion Date: _____

Owner: _____

Address: _____

Contact Person: _____

Telephone Number: (_____) _____

Host Pipe Diameter (in inches): _____

CIPP Product Name: _____

Manufacturer: _____

Total Length CIPP Lining Installed Under Project (in linear feet):

Total No. of Lateral Connections Directly Reinstated on project
by Operator: _____

b) **PROJECT #2:** _____

Employer: _____

Employer Address: _____

Contact Person: _____

Employer Telephone Number: (_____) _____

Project Start Date: _____

Project Completion Date: _____

Owner: _____

Address: _____

Contact Person: _____

Telephone Number: (_____) _____

Host Pipe Diameter (in inches): _____

CIPP Product Name: _____

Manufacturer: _____

Total Length CIPP Lining Installed Under Project (in linear feet):

Total No. of Lateral Connections Directly Reinstated on project
by Operator: _____

c) **PROJECT #3:** _____

Employer: _____

Employer Address: _____

Contact Person: _____

Employer Telephone Number: (_____) _____

Project Start Date: _____

Project Completion Date: _____

Owner: _____

Address: _____

Contact Person: _____

Telephone Number: (_____) _____

Host Pipe Diameter (in inches): _____

CIPP Product Name: _____

Manufacturer: _____

Total Length CIPP Lining Installed Under Project (in linear feet):

Total No. of Lateral Connections Directly Reinstated on project
by Operator: _____

AFFIDAVIT

Affidavit for Individual

State of _____)
County of _____) ss. dba _____

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

(Applicant sign here)

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

NOTARY PUBLIC

My commission expires: _____

Affidavit for Co-Partnership

State of _____)
County of _____) ss. dba _____

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

(Member of firm sign here)

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

NOTARY PUBLIC

My commission expires: _____

Affidavit for Corporation

State of _____)
County of _____) ss. dba _____

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

(Member of firm sign here)

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

NOTARY PUBLIC

My commission expires: _____

**VILLAGES OF KAPOLEI
JOB NO. 16-009-K85-S**

BIDDER'S STATEMENT OF QUALIFICATION (CCTV)

Failure to fully complete, and have notarized, this BIDDER'S STATEMENT OF QUALIFICATION and to submit it to HHFDC will be sufficient cause for HHFDC to disqualify a prospective bidder. It is the Bidder's responsibility to ensure that the completed and notarized STATEMENT is received by HHFDC no later than the Bids Due date and time indicated in the Instructions to Bidders, 2.0 Solicitation Schedule. (Note: For HIePRO solicitations, this form must be submitted to HHFDC on HIePRO with original copy to follow so that it is received within five (5) working days of the notification of intent to award.)

The bidders must demonstrate prior work force experience in National Association of Sewer Service Companies (NASSCO), Pipeline Assessment and Certification Program (PACP), certified Closed-Circuit Television Inspection (CCTV INSPECTION) for sewer work satisfying the minimum requirements of TECHNICAL SPECIFICATIONS Section 16, "Qualification of Bidders (CCTV)." Bidders who, in the sole discretion of HHFDC, do not meet such minimum requirements shall be deemed non-responsive and their bids rejected.

Full and explicit replies to the inquiries are required. Attach additional sheets as necessary.

Completed STATEMENTS shall be submitted on HIePRO. See note in first paragraph above.

Print or Type All Information

A. GENERAL BIDDER INFORMATION

Bidder's Name and Mailing Address:

Bidder's Street Address (if different than above):

Name of Contact Person: _____

Bidder's Telephone Number: () _____

Bidder's Fax Number: () _____

B. INFORMATION ON SUBCONTRACTOR PERFORMING PACP CCTV INSPECTION WORK

(Section B to be completed only if CCTV work not being performed by Bidder's own work force)

Name of Subcontractor: _____

Mailing Address: _____

Contact Person: _____

Telephone Number: (_____) _____

Fax Number: (_____) _____

C. GENERAL QUALIFICATION REQUIREMENTS

A bidder's bid will be rejected if the bidder cannot meet the minimum Contractor/Subcontractor Company requirements to be deemed "qualified" by HHFDC.

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

The minimum work force required for the Project PACP CCTV INSPECTION work, for which each member performing the work must be deemed "qualified" by HHFDC, shall include one PACP CCTV INSPECTION WORK SUPERVISOR and one PACP CCTV INSPECTION WORK CREW MEMBER. Each member performing the work as part of the Contractor's PACP CCTV INSPECTION work force must be National Association of Sewer Service Companies (NASSCO) Pipeline Assessment and Certification Program (PACP) certified and experienced and under the Contractor's, or his subcontractor's, employment **at the time of Bid Opening.**

Prospective bidders are permitted to name more than one (1) person in this STATEMENT for each position requiring qualifying experience. Attach additional sheets as necessary.

D. CCTV QUALIFICATION REQUIREMENTS

All PACP CCTV INSPECTION work shall be performed by an experienced Contracting or Subcontracting Company having a minimum 3 years of experience in CCTV sewer inspections.

1. **PACP CCTV INSPECTION CONTRACTOR-** The Contractor shall have successfully completed at least five (5) PACP CCTV SEWER INSPECTION projects as specified in TECHNICAL SPECIFICATIONS Section 16, “Qualification of Bidders (CCTV).”

List the Company’s five (5) Qualifying Projects Below:

a) **PROJECT #1:** _____

Employer: _____

Employer Address: _____

Contact Person: _____

Employer Telephone Number: (_____) _____

Project Start Date: _____

Project Completion Date: _____

Was Project Completed on Time? _____

IF NO: Reason for Delay _____

Owner:

Address: _____

Contact Person: _____

Telephone Number: (_____) _____

Total Length of PACP CCTV INSPECTION Under Project (lf)
(Complete Table A provided at the end of Section B.) _____

Pipe Diameter (s) (in) and Corresponding Lengths (lf) per Diameter
(Complete Table A provided at the end of Section B.) _____

b) **PROJECT #2:** _____

Employer: _____

Employer Address: _____

Contact Person: _____

Employer Telephone Number: (_____) _____

Project Start Date: _____

Project Completion Date: _____

Was Project Completed on Time? _____

IF NO: Reason for Delay _____

Owner:

Address: _____

Contact Person: _____

Telephone Number: (_____) _____

Total Length of PACP CCTV INSPECTION Under Project (lf)
(Complete Table A provided at the end of Section B.) _____

Pipe Diameter (s) (in) and Corresponding Lengths (lf) per Diameter
(Complete Table A provided at the end of Section B.) _____

c) **PROJECT #3:** _____

Employer: _____

Employer Address: _____

Contact Person: _____

Employer Telephone Number: (_____) _____

Project Start Date: _____

Project Completion Date: _____

Was Project Completed on Time? _____

IF NO: Reason for Delay _____

Owner:

Address: _____

Contact Person: _____

Telephone Number: (_____) _____

Total Length of PACP CCTV INSPECTION Under Project (lf)
(Complete Table A provided at the end of Section B.) _____

Pipe Diameter (s) (in) and Corresponding Lengths (lf) per Diameter
(Complete Table A provided at the end of Section B.) _____

d) **PROJECT #4:** _____

Employer: _____

Employer Address: _____

Contact Person: _____

Employer Telephone Number: (_____) _____

Project Start Date: _____

Project Completion Date: _____

Was Project Completed on Time? _____

IF NO: Reason for Delay _____

Owner:

Address: _____

Contact Person: _____

Telephone Number: (_____) _____

Total Length of PACP CCTV INSPECTION Under Project (lf)
(Complete Table A provided at the end of Section B.)

Pipe Diameter (s) (in) and Corresponding Lengths (lf) per Diameter
(Complete Table A provided at the end of Section B.)

e) **PROJECT #5:** _____

Employer: _____

Employer Address: _____

Contact Person: _____

Employer Telephone Number: (_____) _____

Project Start Date: _____

Project Completion Date: _____

Was Project Completed on Time? _____

IF NO: Reason for Delay _____

Owner:

Address: _____

Contact Person: _____

Telephone Number: (_____) _____

Total Length of PACP CCTV INSPECTION Under Project (lf)
(Complete Table A provided at the end of Section B.)

Pipe Diameter (s) (in) and Corresponding Lengths (lf) per Diameter
(Complete Table A provided at the end of Section B.)

2. All PACP CCTV INSPECTION work shall be performed by an experienced Contractor's or Subcontractor's work force. The PACP CCTV INSPECTION work force shall include, but not be limited to, one CCTV work supervisor and one CCTV work crew member (other than the supervisor) who will be involved in the actual PACP CCTV INSPECTION operations.

A) **PACP CCTV INSPECTION WORK SUPERVISOR** – The CCTV work supervisor shall have direct supervisory experience while PACP certified on at least three (3) successfully completed PACP CCTV SEWER INSPECTION projects as specified in TECHNICAL SPECIFICATIONS Section 16, "Qualification of Bidders (CCTV)."

Name of PACP CCTV INSPECTION Work Supervisor:

NASSCO PACP Certification Number: _____

List Supervisor's three (3) Qualifying Projects Below:

a) **PROJECT #1:** _____

Employer: _____

Employer Address: _____

Contact Person: _____

Employer Telephone Number: (_____) _____

Project Start Date: _____

Project Completion Date: _____

Owner: _____

Address: _____

Contact Person: _____

Telephone Number: (____) _____

Total Length of PACP CCTV INSPECTION Under Project (lf)
(Complete Table B provided at the end of Section B.)

Total Length of PACP CCTV INSPECTION Under Project that
Supervisor directly performed in Qualifying Supervisory Position (lf)
(Complete Table B provided at the end of Section B.)

Total Length of Diameter Pipe, 8 inches or greater, PACP CCTV
INSPECTION that Supervisor directly performed in Qualifying
Supervisory Position (lf)
(Complete Table B provided at the end of Section B.)

b) **PROJECT #2:** _____

Employer: _____

Employer Address: _____

Contact Person: _____

Employer Telephone Number: (____) _____

Project Start Date: _____

Project Completion Date: _____

Owner: _____

Address: _____

Contact Person: _____

Telephone Number: (____) _____

Total Length of PACP CCTV INSPECTION Under Project (lf)
(Complete Table B provided at the end of Section B.)

Total Length of PACP CCTV INSPECTION Under Project that Supervisor directly performed in Qualifying Supervisory Position (lf)
(Complete Table B provided at the end of Section B.)

Total Length of Diameter Pipe, 8 inches or greater, PACP CCTV INSPECTION that Supervisor directly performed in Qualifying Supervisory Position (lf)
(Complete Table B provided at the end of Section B.)

c) **PROJECT #3:** _____

Employer: _____

Employer Address: _____

Contact Person: _____

Employer Telephone Number: (_____) _____

Project Start Date: _____

Project Completion Date: _____

Owner: _____

Address: _____

Contact Person: _____

Telephone Number: (_____) _____

Total Length of PACP CCTV INSPETION Under Project (lf)
(Complete Table B provided at the end of Section B.)

Total Length of PACP CCTV INSPECTION Under Project that Supervisor directly performed in Qualifying Supervisory Position (lf)
(Complete Table B provided at the end of Section B.)

Total Length of Diameter Pipe, 8 inches or greater, PACP CCTV INSPECTION that Supervisor directly performed in Qualifying Supervisory Position (lf)
(Complete Table B provided at the end of Section B.)

B) PACP CCTV INSPECTION WORK CREW MEMBER – The CCTV work crew member shall have direct field experience while PACP certified on at least three (3) successfully completed PACP CCTV SEWER INSPECTION projects as specified in TECHNICAL SPECIFICATIONS Section 16, “Qualification of Bidders (CCTV).”

Name of PACP CCTV INSPECTION Work Crew Member:

NASSCO PACP Certification Number: _____

List PACP CCTV INSPECTION Work Crew Member’s three (3) Qualifying Projects Below:

a) **PROJECT #1:** _____

Employer: _____

Employer Address: _____

Contact Person: _____

Employer Telephone Number: (_____) _____

Project Start Date: _____

Project Completion Date: _____

Owner: _____

Address: _____

Contact Person: _____

Telephone Number: (_____) _____

Total Length of PACP CCTV INSPECTION Under Project (If)

(Complete Table C provided at the end of Section B.)

Total Length of PACP CCTV INSPECTION Under Project that Work Crew Member directly performed in Qualifying Work Crew Member Position (If)

(Complete Table C provided at the end of Section B.)

Total Length of Diameter Pipe, 8 inches or greater, PACP CCTV INSPECTION that Work Crew Member directly performed in Qualifying Position (If)

(Complete Table C provided at the end of Section B.)

b) **PROJECT #2:** _____

Employer: _____

Employer Address: _____

Contact Person: _____

Employer Telephone Number: (_____) _____

Project Start Date: _____

Project Completion Date: _____

Owner: _____

Address: _____

Contact Person: _____

Telephone Number: (_____) _____

Total Length of PACP CCTV INSPECTION Under Project (If)

(Complete Table C provided at the end of Section B.)

Total Length of PACP CCTV INSPECTION Under Project that Work Crew Member directly performed in Qualifying Work Crew Member Position (If)

(Complete Table C provided at the end of Section B.)

Total Length of Diameter Pipe, 8 inches or greater, PACP CCTV INSPECTION that Work Crew Member directly performed in Qualifying Position (If)

(Complete Table C provided at the end of Section B.)

c) **PROJECT #3:** _____

Employer: _____

Employer Address: _____

Contact Person: _____

Employer Telephone Number: (_____) _____

Project Start Date: _____

Project Completion Date: _____

Owner: _____

Address: _____

Contact Person: _____

Telephone Number: (_____) _____

Total Length of PACP CCTV INSPECTION Under Project (lf)

(Complete Table C provided at the end of Section B.)

Total Length of PACP CCTV INSPECTION Under Project that Work Crew Member directly performed in Qualifying Work Crew Member Position (lf)

(Complete Table C provided at the end of Section B.)

Total Length of Diameter Pipe, 8 inches or greater, PACP CCTV INSPECTION that Work Crew Member directly performed in Qualifying Position (lf)

(Complete Table C provided at the end of Section B.)

AFFIDAVIT

Affidavit for Individual

State of _____)

County of _____) ss. dba _____

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

(Applicant sign here)

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

NOTARY PUBLIC

My commission expires: _____

Affidavit for Co-Partnership

State of _____)

County of _____) ss. dba _____

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

(Member of firm sign here)

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

NOTARY PUBLIC

My commission expires: _____

Affidavit for Corporation

State of _____)

County of _____) ss. dba _____

I, being duly sworn depose and say that I am a _____
_____ of the _____

Corporation described in and which executed the foregoing statement; that the foregoing statements and answers to the questions are correct and true as of the date of this affidavit.

(Member of firm sign here)

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

NOTARY PUBLIC

My commission expires: _____

MANDATORY SUBMITTALS

Submitted as Part of Bid

- 1) Bid P-1 to P-11
- 2) Non-Default Affidavit 1
- 3) Non-Collusive Affidavit 1
- 4) Non-Gratuity Affidavit 1
- 5) Bidder’s Statement of Qualification (CIPP) 1 to 15
- 6) Bidder’s Statement of Qualification (CCTV) 1 to 17
- 7) Bid Bond (Exhibit A) 1 to 2
- 8) Certificate of Vendor Compliance (HCE) Not Inserted

Submitted Prior to Award of Contract

Submit any of the following if the approval date is six months or older:

- 1) Certificate of Vendor Compliance (HCE) Not Inserted
- 2) Valid Tax Clearance Certificate Form A-6

Submitted with Contract

- 1) Agreement Form FC-1 to FC-8
- 2) Contractor’s Corporate Resolution Not Inserted
- 3) Certificate of Insurance (with HHFDC and State of Hawaii named as Additional Insureds) Not Inserted
- 4) IRS Form W-9 (If contractor is not a C or S corporation) Not Inserted

Submitted Within 10 Days After Contract Execution

- 1) Schedule of Submittals
- 2) Schedule of Values
- 3) List of Supervisory Personnel and Emergency Contact List

Submitted During Contract Period

- 1) Certified Payrolls (All Contractors/Subcontractors)
- 2) Notice for Final Inspection*
- 3) Project Progress Schedule
- 4) Lien Release Forms
- 5) Overtime/Holiday/Weekend Notification

NOTE: *Notice for Final Inspection must be turned in sixteen (16) days prior to Final Inspection

Submitted at Closing of Contract

- 1) Substantial Completion Notification

- 2) Final Pay Request
- 3) Final Payroll Records
- 4) Certificate of Compliance For Final Payment (Reference §3-122-112,HAR)
- 5) Non-Gratuity Affidavit
- 6) Certificate of Vendor Compliance (Hawaii Compliance Express)
- 7) Certificate of Release from each subcontractor
- 8) Evidence that the Contractor paid or secured claims for persons, firms or corporations who have done work or supplied materials, tools, equipment, machinery or other services

NOTE: Submit the above, only if it applies to this contract.

The sum necessary to meet the claims of the State may be retained from the sums due the Contractor, until said claims have been fully and completely discharged or satisfied.

The filing of false affidavits will disqualify the Contractor from bidding on future work of the HHFDC.

Notice for Subcontractors:

- 9) Certified Payrolls – All Subcontractors & Lower Subcontractor

END OF SECTION

FORM OF BID

FOR FURNISHING LABOR AND MATERIALS REQUIRED FOR

VILLAGES OF KAPOLEI – SEWER REPAIRS AT KAMA’AHA LOOP

JOB NO. 16-009-K85-S

To: Executive Director
Hawaii Housing Finance and Development Corporation (HHFDC)
677 Queen Street, Suite 300
Honolulu, Hawaii 96813

1. The undersigned Bidder, hereby acknowledges visiting the site of work and being familiar with the conditions under which the work is to be performed and reading the specifications and other contract documents relating to Job No. 16-009-K85-S, VILLAGES OF KAPOLEI – SEWER REPAIRS AT KAMA’AHA LOOP. The undersigned Bidder hereby proposes to furnish all labor, materials, equipment, tools, transportation, permits, incidentals and supplies required to complete the project in full accordance with the contract documents for the following price(s).

Repair and rehabilitation of existing sewer lines through spot repair work and cured-in-place pipe (CIPP) lining, in the line items below, for a total lump sum of which includes the Hawaii General Excise Tax of four and one-half percent and markup (4.712%).

PROPOSAL SCHEDULE

Item No.	Estimated Quantities	Description	Unit Price	Total
1.	25	Spot Repair of eight (8) inch sewer pipe, inclusive of saw cutting of existing pavement, excavation to expose pipe, replacement of damaged section of pipe and connection to existing pipe, all warning/identification tape, testing, crushed rock bedding, backfilling of trench, compaction, trench repavement to meet or		

Item No.	Estimated Quantities	Description	Unit Price	Total
		exceed the existing pavement section, and restoring pavement markings, and all incidentals in place complete.		
		Lin. Ft.	\$ _____	\$ _____
2.	240	Furnish, wet out, and install CIPP Lining, inclusive of preparing the existing 8-inch sewer, sewer line cleaning, flow control requirements, pre and post CCTV inspections, transition sections, sealing at manholes, patching, grout work, reinstatement of sewer connection(s) and testing, and all incidentals, in place complete.		
		Lin. Ft.	\$ _____	\$ _____
3.	Allowance	Archaeological Monitoring and Archaeological Findings Mitigation, as well as unforeseen and emergency work. Allowance to be used only as directed and approved by the Officer-in-Charge.		
		Allowance		\$ <u>50,000</u>
		Total Sum, Items 1 through 3, inclusive		\$ _____

GRAND TOTAL BID (Item No. 1 through Item No. 3 of the Bid) (which includes the State of Hawaii General Excise Tax of four and one-half percent and markup (4.712%):

_____ DOLLARS (\$_____).

The contract time shall be one hundred twenty (120) calendar days.

2. The Bidder shall complete this Bid for all the itemized line items in this Bid. If any or all of itemized line items are removed from the executed contract, the contract time and the contract cost will be adjusted accordingly.
3. In submitting this Bid, it is understood that the award of contract will be made to the lowest responsive responsible bidder for the GRAND TOTAL BID, subject to the availability of funds.
4. Failure to complete this Bid in its entirety may cause a bid to be considered non-responsive and may result in rejection of this Bid.
5. The undersigned also agrees as follows:
 - (a) That the estimated quantities in this Bid are approximate only and are subject to increase or decrease.
 - (b) To complete the work whether the estimated quantities are increased or decreased at the unit prices stated in this Bid.
 - (c) That the estimated quantities in this Bid are only for the purpose of comparing bids offered for the work on a uniform basis, and that the undersigned is satisfied with and will at no time dispute the estimated quantities as a means of comparing the bids.
 - (d) To make no claim for anticipated profit or loss of profit because of a difference between the quantities of the various classes of work done or the material and equipment actually installed and the estimated quantities.
 - (e) That if the UNIT PRICE multiplied by the estimated quantity does not equal the total price of any item in this Bid, the correct total price of the item shall be the amount arrived at by multiplying the UNIT PRICE by the estimated quantity.
 - (f) That for UNIT PRICE items, payment will be made only for the actual number of units completed at the UNIT PRICE.
 - (g) That the UNIT PRICE for each item in this Bid includes the cost of all materials, equipment, labor and all other incidental work required for the completion of the work.
 - (h) That the basis of comparison will be the Bid.
 - (i) That all bids submitted include the State of Hawaii general excise tax of four and one-half percent and markup (4.712%).

- (j) That the time of completion for all the work in this Bid shall be **120** calendar days from the date of commencement indicated in the Notice to Proceed. Unless terminated, the Contract may be extended, at HHFDC's sole discretion, for not more than 180 calendar days thereof until the job is completed. Any extension of the Contract time will require the approval of the State as specified in the General Conditions.
 - (k) That the liquidated damages for every calendar day of delay in the completion of the work shall be **\$150.00** per day as specified in the "Liquidated Damages" section of the Special Conditions.
 - (l) That HHFDC reserves the right, in its sole discretion, to reject any or all bids.
 - (m) That this Bid may not be withdrawn within sixty (60) calendar days subsequent to the opening of bids or any extension of time as may be requested by the Director.
 - (n) That upon acceptance of this Bid, the undersigned will enter into, execute and deliver a contract in the prescribed form by HHFDC, and current state and federal tax clearances within ten (10) days after the contract is presented to the undersigned for signature or within such further time as the Director may allow.
 - (o) That by submitting this proposal, the undersigned is declaring that if awarded a contract, the undersigned will comply with Section 11-355, Hawaii Revised Statutes, which prohibits campaign contributions from State and County government contractors during the term of their contract, where the contractor is paid with funds appropriated by a legislative body.
 - (p) Where the bid is in excess of \$100,000, the bidder shall certify that, if awarded the contract, the bidder will comply with section 396-18, HRS, relating to safety and health programs for contractors bidding on State construction projects. The certificate of compliance included in the bid proposal shall be submitted with the bidder's bid. Failure to submit the required certification may be grounds for disqualification of the bidder's bid.
 - (q) Contract award is subject to approval by the State of Hawaii Department of Human Resources Development of an exemption for contractual services for the work specified in this solicitation.
6. Pursuant to section 103D-310(c), HRS, all offerors, upon award of contract, shall comply with all laws governing entities doing business in the State, including HRS Chapters 237, 383, 386, 392, and 393. Offerors shall produce documents to the procuring officer to demonstrate compliance with this subsection. Any offeror making a false affirmation or certification under this

subsection shall be suspended from further offerings or awards pursuant to section 103D-702, HRS. The procuring officer shall verify compliance with this subsection.

7. The following documents shall be attached to this Bid:

- (a) An affidavit in proof that the undersigned is not in default of any contract with the State of Hawaii.
 - (b) An affidavit in proof that the undersigned has not entered into any collusion with any other person with respect to the submission of this Bid or any other bid for the work.
 - (c) An affidavit in proof that the undersigned has not given or made any agreement to give any gift or gratuity in any form whatsoever to any employee of HHFDC, the employee's relatives or agents.
 - (c) A Hawaii Compliance Express (HCE) Certificate of Vendor Compliance, or the following documentation:
 - a. Current tax clearances from the Director of the Department of Taxation and the Internal Revenue Service; and
 - b. Certificate of Good Standing from the Department of Commerce and Consumer Affairs; and
 - c. Certificate of Compliance from the Department of Labor and Industrial Relations.
 - (g) Bid Bond. (Please note that small purchase procurements for construction under HlePro which are greater than \$50,000 but not more than \$250,000 shall require a payment and performance bond upon award.)
 - (h) Bidder's Statements of Qualification (CIPP and CCTV.)
8. Bid samples or descriptive literature should not be submitted unless expressly requested and, regardless of any attempt by bidder to condition the bid, unsolicited bid samples or descriptive literature which are submitted at the bidder's risk will not be examined or tested, and will not be deemed to vary any of the provisions of the IFB.
9. Bidder shall designate those portions of the offer that contain trade secrets or other proprietary data that are to remain confidential, subject to HAR 3-122-30(c) and (d); and the material designated as confidential shall be readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid.
10. The bidder shall sign the bid form in ink and submit the bid form with the original signature included in the offer. If facsimile or other electronically transmitted bid offer is allowed, and the lowest responsive bid has been

submitted accordingly, then the bidder must submit the complete original offer, with the original bid bond, if required, so that it is received within five working days from the notification of intent to award. If bidder fails to comply with this requirement, the procurement officer may reject the facsimile or electronically submitted offer.

11. Receipt of the following addenda (if any) issued by the HHFDC is acknowledged by the date(s) of receipt indicated below:

Addendum No. 1 _____ Addendum No. 2 _____

Addendum No. 3 _____ Addendum No. 4 _____

It is understood that failure to receive any such Addendum shall not relieve the Bidder from any obligation of this Proposal.

OFFICIAL ADDRESS

FIRM NAME: _____

By: _____

Title: _____

Date: _____

ACKNOWLEDGEMENT OF LIQUIDATED DAMAGES

Project: Villages of Kapolei – Sewer Repairs at Kama’aha Loop
Kapolei, Oahu, Hawaii

This is to certify that the undersigned understands and agrees to the provisions for liquidated damages contained in the bid to which this acknowledgement is attached, and that submittal of a bid constitutes acceptance of the provision and amount of liquidated damages for delay that shall be assessed at \$150 per calendar day.

By: _____

Firm: _____

Date: _____

Failure to submit this form with the bid may be cause for the rejection of bid.

WAGE CERTIFICATE

Project: Villages of Kapolei – Sewer Repairs at Kama’aha Loop

The undersigned bidder certifies that in performing the services required for the above project, the services will be performed under the following conditions:

- a. All applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with. Any construction repair work performed in excess of \$2,000 will require that employees be paid per Chapter 104, Hawaii Revised Statutes, Wages and Hours of Employees on Public Works.

- b. The published Hourly Wage Rate Schedule may be obtained from the Department of Labor and Industrial Relations web site below:

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

By: _____

Firm: _____

Date: _____

Failure to submit this form with the bid may be cause for the rejection of the bid.

LISTING OF JOINT CONTRACTORS AND SUBCONTRACTORS

The following shall be attached to and be considered a part of the bid:

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

The bidder further understands that only those joint contractors or subcontractors listed shall be allowed to perform work on this Project and that all other work necessary shall be performed by the bidder with his own employees. If no joint contractor or subcontractor is listed, it shall be construed that all the work shall be performed by the bidder with his own employees.

All bidders must be sure that they possess and that the subcontractors listed in the proposal possess all the necessary specialty licenses needed to perform the work for this project. The bidder shall be solely responsible for assuring that all specialty licenses required to perform the work are set forth in his bid.

(Complete Firm Name and Contractor's License No. and indicate whether Joint Contractor or Subcontractor)

Name of Joint Contractor or Subcontractor	Nature and Scope of Work	License Number and Specialty Classification Number

BIDDER INFORMATION

Bidder must provide the following information:

1. Liability coverage is carried by:

Commercial General Liability: _____

2. General Contractor License: _____

3. Proof of registration with the State of Hawaii Department of Commerce and Consumer Affairs.

4. Listed below are the names and addresses of three references for whom the bidder has provided or is currently providing operation and maintenance services of similar water system provided herein:

	<u>Agency or Firm</u>	<u>Address</u>	<u>Contact Person</u>
(1)	_____	_____	_____
(2)	_____	_____	_____
(3)	_____	_____	_____

5. Office Address _____

Contact Person _____

Bidder _____

Failure to submit this form with the bid may be cause for the rejection of bid.

**CERTIFICATION OF COMPLIANCE
WITH HRS 396-18, SAFETY AND HEALTH PROGRAMS**

SUBJECT: Villages of Kapolei – Sewer Repairs at Kama’aha Loop
JOB NO. 16-009-K85-S

This is to certify that the undersigned will comply with the requirements of HRS § 396-18, as follows:

- (A) Pursuant to HRS § 396-18, all bids and proposals in excess of \$100,000 shall include a signed certification from the bidder that a written safety and health plan for the job will be available and implemented by the notice to proceed dates of the project. The written safety and health plan shall include:
 - 1) A safety and health policy statement reflecting management commitment;
 - 2) A description of the safety and health responsibilities of all levels of management and supervisors on the job, and a statement of accountability appropriate to each;
 - 3) The details of:
 - a. The mechanism for employee involvement in job hazard analysis;
 - b. Hazard identification, including periodic inspections and hazard correction and control;
 - c. Accident and “near-miss” investigations; and
 - d. Evaluations of employee training programs.
 - 4) A plan to encourage employees to report hazards to management as soon as possible and to require management to address these hazards promptly; and
 - 5) A certification by a senior corporate or company manager that the plan is true and correct.

- (B) Failure to submit the required certification may be grounds for disqualification of the bid.

- (C) Failure to have available on site or failure to implement the written safety and health plan by the project’s Notice to Proceed Dates shall be considered willful noncompliance and be sufficient grounds to disqualify the award and terminate the contract.

BIDDER: _____

BY: _____

Signature of Person Authorized to Sign This Bid

Please Print

NAME: _____

TITLE: _____

DATE: _____

Failure to submit this form with the bid may be cause for the rejection of the bid.

FORM OF NON-DEFAULT AFFIDAVIT

STATE OF HAWAII)
) SS.
CITY AND COUNTY OF HONOLULU)

_____, being first
duly sworn deposes and says:

That he is (a bidder, partner or officer)
of the firm of _____,
the party making the bid; that (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 not in
arrears in any payment owned to the State of Hawaii or any
of its political subdivisions or is not in default of any
obligations to the State of Hawaii or to any of its
political subdivisions, including default as a surety or
failure to perform faithfully and diligently any previous
contract with the State.

[signature] _____
(Name of bidder if the bidder is an
Individual)
(Name of partner if the bidder is a
partnership)
(Name of officer if the bidder is a
corporation)

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

Notary Public, _____ Judicial Circuit, State
of Hawaii

My commission expires _____, 20_____

FORM OF NON-COLLUSIVE AFFIDAVIT

STATE OF HAWAII)
) SS.
CITY AND COUNTY OF HONOLULU)

_____, being first

duly sworn deposes and says:

That he is _____
(a bidder, partner or officer)

of the firm of _____,
the party making the foregoing proposal or bid; that such bid is genuine and not
collusive or a sham; that said Bidder has not colluded, conspired, connived, or agreed,
directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from
bidding, and has not in any manner, directly or indirectly, sought by agreement or
collusion, or communication or conference, with any person, to fix the bid price of affiant
or any other bidder, or to fix any overhead, profit, or cost element of said bid price, or of
that of any other bidder, or to secure any advantage against the State of Hawaii or any
person interested in the proposed contract; and that all statements contained in said
proposal or bid are true.

(Name of bidder if the bidder is an
Individual)

(Name of partner if the bidder is a
partnership)

(Name of officer if the bidder is a
corporation)

Subscribed and sworn to before me

this _____ day of _____, 20_____.

Notary Public, _____ Judicial Circuit, State of Hawaii

My commission expires _____, 20_____



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 Hawaii Housing Finance and Development Corporation,
(Insert name of state department, agency, board or commission)
 State of Hawaii ("STATE"), by its Executive Director,
(Insert title of person signing for State)
 (hereafter also referred to as the HEAD OF THE PURCHASING AGENCY or designee ("HOPA")), whose address is 677 Queen Street, Suite 300, Honolulu, Hawaii 96813
 _____ 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 Section 201H-4, Hawaii Revised Statutes, 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) Section 201H-191, Hawaii Revised Statutes
(Identify state sources)
 - or (2) Not Applicable
(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 16-009-K85-S ("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 _____

DOLLARS

(\$ _____), including approved costs incurred and taxes, at the time and in the manner set forth in the IFB and CONTRACTOR'S Bid.

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

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

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

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

7. Liquidated Damages. Liquidated damages shall be assessed in the amount of one hundred fifty &00/100 _____ DOLLARS (\$ 150.00) 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)

(Print Name)

Executive Director

(Print Title)

(Date)

CONTRACTOR

(Name of Contractor)

(Signature)

(Print Name)

(Print Title)

(Date)

CORPORATE SEAL
(If available)

APPROVED AS TO FORM:

Deputy Attorney General

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



STATE OF HAWAII

CONTRACTOR'S ACKNOWLEDGMENT

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

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

(Notary Stamp or Seal)

(Signature)

(Print Name)

Notary Public, State of _____

My commission expires: _____

Doc. Date: _____ # Pages: _____

Notary Name: _____ Circuit _____

Doc. Description: _____

(Notary Stamp or Seal)

Notary Signature _____ Date _____

NOTARY CERTIFICATION



STATE OF HAWAII CONTRACTOR'S STANDARDS OF CONDUCT DECLARATION

For the purposes of this declaration:

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

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

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

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

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

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

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

CONTRACTOR

By _____
(Signature)

Print Name _____

Print Title _____

Name of Contractor _____

Date _____

SCOPE OF SERVICES

Attachment - S1

The CONTRACTOR shall provide all services set forth in the Bidding Documents (Invitation For Bids No. 16-009-K85-S) and the CONTRACTOR's BID, which is incorporated herein by reference. The CONTRACTOR's BID shall include all bid items described in the Form of Bid, pages P-1 through P-8, as submitted by the CONTRACTOR on the Bid Opening date.

SAMPLE

COMPENSATION SCHEDULE
Attachment - S2

- A. The CONTRACTOR shall be compensated for services performed under this Contract in a total amount not to exceed _____ DOLLARS (\$ _____), which includes the 4.712% State General Excise Tax and markup, as set forth in the Invitation for Bids and CONTRACTOR's bid. Any additional State General Excise taxes shall be at the sole expense of the CONTRACTOR.
- B. PAYMENT. Payment for work performed by the CONTRACTOR shall be made in accordance with paragraph 17 of the 103D General Conditions.

SAMPLE

TIME OF PERFORMANCE

Attachment - S3

- A. NOTICE TO PROCEED. The CONTRACTOR shall not commence any work under this Agreement prior to receipt from the STATE of a Notice to Proceed.
- B. COMMENCEMENT OF THE WORK. The CONTRACTOR shall commence work under this Agreement on the date indicated in the STATE's Notice to Proceed.
- C. DURATION. The time of completion for all the work described in the Form of Bid shall be within 120 calendar days after the date of commencement indicated in the Notice to Proceed. Any extension of time or implementation of the option period will require written approval of the STATE as stated in Paragraph 19 of the 103D General Conditions.
- D. TERMINATION FOR CONVENIENCE. The Contract may be terminated at any time pursuant to the Termination for Convenience clause set forth in paragraph 14 of the General Conditions of the Contract. The STATE shall give written notice of the termination to the CONTRACTOR at least thirty (30) days prior to the effective date of such termination.
- E. LIQUIDATED DAMAGES. Liquidated damages shall be assessed in the amount of One Hundred Fifty DOLLARS (\$150.00) per calendar day, in accordance with the term of paragraph 9 in the 103D General Conditions and the Special Conditions.

SAMPLE



STATE OF HAWAII

CERTIFICATE OF EXEMPTION FROM CIVIL SERVICE

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

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

(Signature)

(Date)

(Print Name)

(Print Title)

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

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

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

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

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

(Signature)

(Date)

(Print Name)

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



STATE OF HAWAII
SPECIAL CONDITIONS

1. WAGES AND HOURS. The wage rate schedule is not physically enclosed in the bid documents. However, the wage rate schedule is incorporated herein by reference and made 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 opening of bids. All applicable work pursuant to Chapter 104, HRS shall comply with the wage rate schedule. The wage rate schedule may be obtained from the Department of Labor and Industrial Relations website: <http://labor.hawaii.gov/rs/home/wages/72-2/>.
2. INSURANCE. The CONTRACTOR agrees to secure and maintain during all times that the CONTRACTOR is engaged in performing the CONTRACTOR's duties and obligations, pursuant to this Agreement the following insurance:
 - A. Commercial General Liability including but not limited to automobile liability or Comprehensive General Liability insurance for bodily injury and property damage liability covering all of the operations of the CONTRACTOR, including but not limited to automobile liability and contractual liability specifically covering liability assumed herein in forms satisfactory to the STATE and with limits of liability, which shall not be less than the following:

\$1,000,000	bodily injury or personal injury per occurrence;
\$1,000,000	automobile liability per accident;
\$1,000,000	property damage per occurrence;
\$2,000,000	combined single limit per occurrence; and
\$2,000,000	yearly aggregate.
 - B. The CONTRACTOR shall furnish the STATE with certificates of such above-described insurance with the following endorsements noted thereon:
 - 1) For Commercial General Liability or Comprehensive General Liability only:
 - (a) "Thirty (30) days prior written notice of cancellation, non-renewal or change in the policy shall be given to the STATE."
 - (b) "The STATE and the HHFDC shall be included by specific endorsements as additional insured parties."
 - (c) In the event of claims being made by one insured for which another insured is, or may be liable, the policy shall cover such insured against whom a claim is made or may be made in the manner as if separate policies had been issued to each hereunder.
 - (d) The policy shall be primary and any insurance carried by the STATE shall be excess, but only with respect to all operations of the insured. Any other



STATE OF HAWAII
SPECIAL CONDITIONS

insurance, which the STATE may have to insure loss, shall not contribute to a loss to which the insurance provided hereunder is applicable so long as such loss is due solely to all operations of the insured.

- 2) In the event of any reduction or exhaustion of the aggregate annual limits of liability, the CONTRACTOR shall immediately obtain additional insurance to replenish the limits of liability provided in this Agreement.
- 3) The CONTRACTOR shall immediately provide written notice to the STATE should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration.

3. RESPONSIBILITY OF BIDDERS (§103D-310 HRS)

A. Pursuant to HRS Chapter 103D-310(c), the lowest responsive Bidder shall, at the time of award, be compliant with all laws governing entities doing business in the State, including, but not limited to:

- 1) Chapter 237, tax clearance;
- 2) Chapter 383, unemployment insurance;
- 3) Chapter 386, workers' compensation;
- 4) Chapter 392, temporary disability insurance;
- 5) Chapter 393, prepaid health care; and
- 6) Chapter 103D-310(c), Certificate of Good Standing (COGS) for entities doing business in the State.

B. As proof of compliance, Bidders must furnish to the Hawaii Housing Finance and Development Corporation (HHFDC) a current and valid Certificate of Vendor Compliance from the Hawaii Compliance Express (HCE) system. The State shall verify compliance on HCE. If a Bidder is not compliant on HCE at the time of award, the Bidder will not receive the award.

C. Hawaii Compliance Express. The HCE is an electronic system that allows vendors/contractors/service providers doing business with the State to quickly and easily demonstrate compliance with applicable laws. It is an online system that replaces the necessity of obtaining paper compliance certificates from the Department of Taxation, Federal Internal Revenue Service; Department of Labor and Industrial Relations, and Department of Commerce and Consumer Affairs. Bidders should register with HCE at <https://vendors.ehawaii.gov> prior to submitting an offer. The annual registration fee is \$12.00 and the 'Certificate of Vendor Compliance' is accepted as proof of compliance for award, execution of the contract, and final payment.



STATE OF HAWAII
SPECIAL CONDITIONS

- D. Timely Registration on HCE. Bidders are advised to register on HCE soon as possible.
 - E. Any Bidder making a false affirmation or certification under this subsection shall be suspended from further offerings or awards pursuant to section 103D-702. The procuring officer shall verify compliance with this subsection for all contracts awarded pursuant to sections 103D-302, 103D-303, 103D-304, and 103D-306, and for contracts and procurements of \$2,500 or more awarded pursuant to section 103D-305.
4. In the event of a conflict between these Special Conditions, the 103D General Conditions (AG-008) and the HHFDC General Conditions, the documents shall control in the following priority:
- A. Special Conditions
 - B. 103D General Conditions (AG-008)
 - C. HHFDC General Conditions

The foregoing notwithstanding, the provision, section, and/or document most advantageous to the State shall control. Said controlling provision, section and/or document shall be determined by HHFDC in its sole discretion.

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.

HHFDC GENERAL CONDITIONS

GENERAL CONDITIONS

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ARTICLE 1 - DEFINITIONS

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

1.01 ADDENDUM (plural - Addenda). A written or graphic document, including Drawings and Specifications, issued by the Executive Director 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.

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

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

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

1.05 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.)

1.06 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.

1.07 BID. See PROPOSAL.

1.09 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.

1.10 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.

1.11 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.

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

1.13 BY OR TO THE PROJECT ENGINEER. 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 Engineer" or "to the Project Engineer", unless the context clearly indicates

another meaning: contemplated, required, determined, directed, specified, authorized, ordered, given, designated, indicated, considered necessary, deemed necessary, permitted, reserved, suspended, established, approval, approved, disapproved, acceptable, unacceptable, suitable, accepted, satisfactory, unsatisfactory, sufficient, insufficient, rejected or condemned.

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

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

1.16 COMPLETION. See SUBSTANTIAL COMPLETION and FINAL COMPLETION.

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

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

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

1.20 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 Engineer's written interpretations and clarifications issued on or after the effective date of the contract.

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

1.22 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.

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

1.24 DEPARTMENT. The Department of Business Economic Development and Tourism, Hawaii Housing Finance and Development Corporation (abbreviated HHFDC).

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

1.26 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.

1.27 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.

1.28 EXECUTIVE DIRECTOR. The Executive Director of the Hawaii Housing Finance and Development Corporation.

1.29 FIELD ORDER. A written order issued by the Project Engineer 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 Engineer believes is reasonable for the change; or (2) may declare that the Project Engineer does not intend to adjust contract time or price for the work; or (3) may request the Contractor to submit a proposal for an adjustment to the contract time and/or price by a certain date.

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

1.31 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, insurances, taxes, etc., plus a percentage for overhead and profit.

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

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

1.34 HHFDC. Hawaii Housing Finance and Development Corporation.

- 1.35 HOLIDAYS. The days of each year which are set apart and established as State holidays pursuant to Chapter 8, Hawaii Revised Statutes.
- 1.36 INSPECTOR. The person assigned by the Department to make detailed inspections of contract performance and materials supplied for the work.
- 1.37 LAWS. All Federal, State, City and County Laws, ordinances, rules and regulations, and standard specifications, including any amendments thereto effective as of the date of the call for sealed bids.
- 1.38 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.
- 1.39 LETTER OF AWARD. A written notice from the Executive Director to the successful Bidder(s) stating that its proposal has been accepted by the Department.
- 1.40 MAJOR UNIT PRICE ITEM. A unit price item which, when extended on its estimated quantities in the proposal form, exceeds five percent (5%) of the total base bid proposal less any allowance and contingent items included in the proposal.
- 1.41 NON-CONFORMING WORK. Work that does not meet the requirements of the Contract Documents.
- 1.42 NOTICE TO BIDDERS/CONTRACTORS. The advertisement for proposals for all work or materials on which bids are required. Such advertisement will indicate the location of the work to be done or the character of the material to be furnished and the time and place of the opening of proposals.
- 1.43 NOTICE TO PROCEED. A written notice from the Project Engineer 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.
- 1.44 POST CONTRACT DRAWINGS. Drawings issued after the award of the contract for the purpose of clarification and / or changes to the work indicated in the original drawings and which may be made a part of the contract.
- 1.45 PROJECT ACCEPTANCE DATE. The calendar day on which the Project Engineer 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.
- 1.46 PROJECT CONTRACT LIMITS (or CONTRACT ZONE). The portion of the site as delineated on the drawings which define the Contractor's primary area of operation for the prosecution of the work. It does not define the exact limits of all construction that may be required under the contract.
- 1.47 PROJECT ENGINEER. The Department's Contract Administrator as described in Article 5 "CONTROL OF WORK".

- 1.48 PROJECT GUARANTEE. A guarantee issued by the Contractor to the Department. See GUARANTEE.
- 1.49 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.
- 1.50 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.
- 1.51 PUNCHLIST. A list compiled by the Project Engineer (or Contractor) stating work yet to be completed or corrected by the Contractor in order to substantially complete or finally complete the contract requirements.
- 1.52 QUESTIONNAIRE. The specified forms on which the Bidder shall furnish required information as to its ability to perform and finance the work.
- 1.53 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.
- 1.54 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.
- 1.55 SPECIFICATIONS. That portion of the Contract Documents consisting of written descriptions for materials, equipment, construction systems, standards, workmanship, directions, provisions and requirements that pertain to the method and manner of performing the work and certain administrative requirements applicable thereto.
- 1.56 STATE. The State of Hawaii acting through its authorized representative.
- 1.57 SUBCONTRACT. Any written agreement between the Contractor and its subcontractors which contains the conditions under which the subcontractor is to perform a portion of the work for the Contractor.
- 1.58 SUBCONTRACTOR. An individual, partnership, firm, corporation, joint venture or other legal entity, as covered in Chapter 444, Hawaii Revised Statutes, which enters into an agreement with the Contractor to perform a portion of the work for the Contractor.
- 1.59 SUBSTANTIAL COMPLETION. The status of the project when the Contractor has completed all the work and 1) all utilities and services are connected and working; 2) all equipment is in acceptable working condition; 3) additional activity by the Contractor to correct punchlist items as described herein will not prevent or disrupt use of the work or the facility in which the work is located; and 4) the building, structure, improvement or facility can be used for its intended purpose.

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

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

1.62 UNUSUALLY SEVERE WEATHER. Uncommonly harsh weather including but not limited to hurricanes, tornadoes, tropical storms and tropical depressions—(See General Conditions, Section 7.21.8.6).

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

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

ABBREVIATIONS

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

END OF ARTICLE 1

BIDDING AND EXECUTION OF CONTRACT REQUIREMENTS

ARTICLE 2 – PROPOSAL REQUIREMENTS AND CONDITIONS

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

2.1.1 NOTICE OF INTENTION TO BID

2.1.1.1 In accordance with Section 103D-310, Hawaii Revised Statutes, and Section 3-122-108, Hawaii Administrative Rules, a written notice of intention to bid must be filed for the construction of any public building or public work when the bid is \$25,000 (twenty five thousand dollars) or more. A written notice of intention to bid need not be filed for the mere furnishing and installing of furniture, equipment, appliances, material and any combination of these items when a Contractor's license is not required under Chapter 444 of the Hawaii Revised Statutes, as amended, and the rules and regulations of the Contractor's License Board.

2.1.1.2 The written notice must be addressed to the Executive Director, who is the officer charged with letting the contract. The words, "INTENTION TO BID" must be clearly written or typed on the face of the envelope containing the written notice of intention to bid. The notice may be faxed, hand carried or mailed to the office indicated in the Notice to Contractors.

2.1.1.3 The written notice must be received by the office indicated in the Notice to Contractors no later than 2:00 p.m. on the 10th calendar day prior to the day designated for opening bids. If the 10th calendar day prior to the day designated for opening bids is a Saturday, Sunday, or legal State holiday, then the written notice must be received by the Department no later than 2:00 p.m. on the last working day immediately prior to said Saturday, Sunday, or legal State holiday. The written notice will be time stamped when received by said office. The time designated by the time stamping device in said office shall be official. If the written notice is hand carried, then the bearer is responsible to ensure that the notice is time stamped by said office. If the notice is faxed, the time of receipt by the Department fax machine shall be official.

2.1.1.4 It is the responsibility of the prospective Bidder to ensure that the written notice of intention to bid is received in time and the 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.

2.1.1.5 If two (2) or more prospective Bidders desire to bid jointly as a joint venture on a single project, they must file an affidavit of joint venture with their notice of intention to bid. Such affidavit of joint venture will be valid only for the specific project for which it is filed. No further license is required when all parties to the joint venture possess current and appropriate contractor's licenses. Joint ventures are required to be licensed in accordance with Chapter 444 of the 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 register with the office of the

Director of Commerce and Consumer Affairs in accordance with Chapter 425 of the Hawaii Revised Statutes, as amended.

2.1.1.6 No persons, firm or corporation may bid where (1) the person, firm, or corporation, or (2) a corporation owned substantially by the person, firm, or corporation, or (3) a substantial stockholder or an officer of the corporation, or (4) a partner or substantial investor in the firm is in arrears in any payment owed to the State of Hawaii or any of its political subdivisions or is in default of any obligation to the State of Hawaii or to all or to any of its political subdivisions, including default as a surety or failure to perform faithfully and diligently any previous contract with the Department.

2.1.1.7 The Executive Director may, in accordance with Section 103D-310 Hawaii Revised Statutes, require the prospective Bidder to submit answers to questions contained in the STANDARD QUALIFICATION QUESTIONNAIRE FOR PROSPECTIVE BIDDERS ON PUBLIC WORKS CONTRACTS, on the form provided by the Department, properly executed and notarized, setting forth a complete statement of the experience of such prospective Bidder and its organization in performing similar work and a statement of the equipment proposed to be used, together with adequate proof of the availability of such equipment, at least two (2) working days prior to the time advertised for the opening of bids. If the information in the questionnaire proves satisfactory, the Bidder's proposal will be received. All information contained in the answers to the questionnaire shall be kept confidential. The questionnaire will be returned to the Bidder after it has served its purpose.

2.1.1.8 If upon review of the Questionnaire, or otherwise, the Bidder appears not fully qualified or able to perform the intended work, the Executive Director shall, after affording the Bidder an opportunity to be heard and if still of the opinion that the Bidder is not fully qualified to perform the work, refuse to receive or to consider any bid offered by the prospective Bidder.

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

2.1.2 TAX CLEARANCE (§103D-328 HRS)

2.1.2.1 Contractors are required to provide both state and federal tax clearances as a prerequisite to entering into a public contract of \$25,000 or more. To meet this requirement, all Bidders shall submit valid tax clearances with their bid proposals when the bid is \$25,000 or more. An additional tax clearance will be required before final payment can be made.

2.1.2.2 Tax clearances may be obtained by completing the Tax Clearance Application (Form A-6) and submitting it to the Hawaii State Department of Taxation (DOTAX) or the Internal Revenue Service (IRS). The application may be obtained from the DOTAX, the IRS, or the Public Works Division, Kalanimoku Building, Room 422, 1151 Punchbowl Street, Honolulu, Hawaii. The application may be mailed in or walked in to either the DOTAX or the IRS. Both tax agencies encourage the use of their mail-in process, which should be completed within twenty-one (21) calendar days. Tax clearance certificates will be issued to the applicant upon determination that the applicant has filed all tax returns due, and has paid all amounts owing on such returns, including penalty and interest.

2.1.2.3 Only original tax clearance certificates or certified copies will be accepted for this purpose. Failure to submit the required tax clearance certificates may be sufficient grounds for the Department to refuse to receive or consider the prospective Bidder's proposal.

2.1.2.4 Tax clearance certificates are valid for six (6) months. The six-month period will begin with the later approval date stamped on the tax clearance. An original copy of a tax clearance that bears an original green certified copy stamp will be accepted by the Department for final payment. The period of validity for final payment is forty-five (45) days.

2.1.2.5 The tax clearances submitted with the bid proposals must be valid on the solicitation's first legal advertisement date or any date thereafter up to the bid opening date. Valid tax clearances submitted with the proposal will remain valid for the contract award and encumbrance.

2.1.2.6 Any person, firm or corporation that is not presently doing business in the State of Hawaii and submits a Notice of Intention to Bid must submit along with said Notice of Intention to Bid a certified letter stating that said person, firm or corporation is not doing business in the State of Hawaii and is not in default of any obligations due to the State or any of its political subdivisions.

2.1.2.7 If a business cannot obtain a tax clearance certificate because of tax delinquencies, it may submit a "special letter" from DOTAX and/or the IRS. The "special letter" may only be obtained if (1) the business has an existing installment agreement with the tax agency, or (2) the delinquency is the subject of an administrative or judicial appeal. The Bidder is cautioned that the "special letter" from the IRS must be certified by DOTAX. All conditions applied to tax clearance certificates for this purpose are applicable to these "special letters". Instructions to obtain the "special letter" are available from each respective tax agency.

2.1.2.8 Various combinations of tax clearance certificates and "special letters" are acceptable for this purpose as follows:

- (a) Tax clearance certificate signed by both tax agencies;
- (b) Individual tax clearance certificates from each tax agency, respectively;
- (c) Tax clearance certificate from one tax agency and a "special letter" from the other tax agency;
- (d) "Special letters" from both tax agencies.

2.1.3 **WRONGFUL REFUSAL TO ACCEPT A BID** - In the event the Executive Director, for any reason, wrongfully refuses to accept what would otherwise be a responsive and responsible lowest bid, the exclusive remedy for such lowest Bidder shall be the recovery of the reasonable actual costs of preparing the bid. No other Bidder shall have any claim for damages. Refer to 2.14, PROTESTS.

2.2 INTERPRETATION OF QUANTITIES IN BID SCHEDULE

2.2.1 When quantities for individual items of work are listed in the proposal form for which respective unit prices are asked, said quantities are estimated or approximate and are to be used by the Department only for the purpose of comparing on a uniform basis bids offered for the work. The Department does not, expressly or by implication agree that the actual quantity of work will correspond therewith.

2.2.2 After determining the low Bidder by comparison of bids submitted in accordance with the proposal form and Section 3.1, CONSIDERATION OF PROPOSALS; CANCELLATION in these Contract Documents, the quantities of unit price items of work may increase or decrease.

2.2.3 On unit price bids, payment will be made only for the actual number of units incorporated into the finished project at the unit price bid, subject to Section 4.7, VARIATIONS IN ESTIMATED QUANTITIES. 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.

2.3 CONTENTS OF PROPOSAL FORMS

2.3.1 Prospective Bidders will be furnished with proposal forms giving the location, description, and the contract time of the work contemplated for which a lump sum bid price is asked or containing a schedule of items, together with estimated quantities of work to be performed and materials to be furnished, for which unit bid prices and/or lump sum bid prices are asked.

2.3.2 All papers bound with or attached to the proposal form shall be considered a part thereof and shall not be detached or altered when the proposal is submitted.

2.3.3 The drawings, specifications and other documents designated in the proposal form will also be considered a part thereof whether attached or not.

2.3.4 By submitting a bid on the proposal form, a Bidder accepts the language therein as its own.

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

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

2.5 UTILITIES AND SERVICES

2.5.1 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.

2.5.2 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.

2.5.3 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 Engineer with evidence that the Contractor has contacted the utility companies.

2.5.4 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 Engineer. The Project Engineer will advise the Contractor regarding actions to take.

2.5.5 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.

2.5.6 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.

2.5.7 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.

2.5.8 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 Engineer and receives instructions. If the Project Engineer directs additional work, it shall be paid for under Subsection 4.2, CHANGES.

2.5.9 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 Article 7, "PROSECUTION AND PROGRESS" shall cover such risk of damage.

2.5.10 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 Engineer. Upon instruction from the Project Engineer, the Contractor shall repair all damages and execute a plan for dealing with the damaged utility or other property. This repair work shall be considered additional work as covered in Subsection 4.2, CHANGES.

2.6 ADDENDA AND BID CLARIFICATIONS

2.6.1 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.

2.6.2 The Department may alter, increase or decrease the scope of the work or the contract time, provisions and conditions by issuing a written addendum which sets forth such alterations, increase or decrease.

2.6.3 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 Executive Director.

2.6.4 If the Department agrees that a discrepancy, ambiguity, omission or doubt exists, it shall issue a written addendum to the bid documents to all prospective Bidders at the respective offices furnished for such purposes eight (8) days before the bids are opened. The Department may extend the bid opening to allow at least eight (8) days from the notification date of the addendum. Upon notification by the Department, all Bidders/addressees shall be deemed to be on notice of the information therein whether or not the addendum is actually received. All addenda so issued shall become part of the contract documents.

2.6.5 No claim for additional compensation and/or time for performance will be allowed if the Contractor discovered, or in the exercise of reasonable care, should have discovered a discrepancy, ambiguity, omission or doubt for which an interpretation was not requested.

2.7 SUBSTITUTION OF MATERIALS AND EQUIPMENT BEFORE BID OPENING

2.7.1 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 Engineer. The face of the envelope

containing the request must be clearly marked "SUBSTITUTION REQUEST". The request may be hand carried or mailed to HHFDC, 677 Queen Street, Third Floor, Honolulu, Hawaii 96813. In either case, the written request must be received by HHFDC 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 HHFDC. For the purpose of this section, the time designated by the time stamping device in HHFDC shall be official. If the written request is hand carried, the bearer is responsible to ensure that the request is time stamped by HHFDC.

2.7.2 Submit three (3) sets of the written request, technical brochures, and a statement of variances. Refer to the Appendix for the Sample "Request for Substitution."

2.7.3 STATEMENT OF VARIANCES. The 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.

2.7.4 SUBSTITUTION DENIAL - Any substitution request not complying with the above requirements will be denied. Substitution requests sent to other agencies and received by Project Engineer after the deadline above will be denied.

2.7.5 An addendum shall be issued to inform all prospective Bidders of any accepted substitution in accordance with Section 2.6, ADDENDA AND BID CLARIFICATIONS.

2.7.6 For substitutions of materials and equipment after issuance of the Letter of Award, refer to Section 6.3, SUBSTITUTION OF MATERIALS AND EQUIPMENT AFTER BID OPENING.

2.8 PREPARATION OF PROPOSAL

2.8.1 The Bidder's proposal must be submitted on the proposal form furnished by the Department. The proposal must be prepared in full accordance with the instructions thereon. The Bidder must state, both in words and numerals, the lump sum price or total sum bid at which the work contemplated is proposed to be done. These prices must be written in ink or typed. In case of a discrepancy between the prices written in words and those written in figures, the words shall govern over the figures. The Bidder shall sign the proposal in the spaces provided with ink. By submitting a bid, the Bidder adopts the language of the proposal as its own.

2.8.2 If the proposal is made by an individual, the person's name and post office address must be shown in the space provided. If made by a partnership the name and post office address of each member of the partnership must be shown and the proposal signed by all partners or evidence in the form of a partnership agreement must be submitted showing the authority of the partner to enter, on behalf of said partnership, into contract with the Department. If made by a corporation the proposal must show the name, title and business address of the president, secretary and treasurer and also evidence in the form of a corporate resolution must be submitted showing the authority of the particular corporate representative to enter on behalf of said corporation into contract with the Department. If made by a joint-venture the name and

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

2.8.3 Pursuant to the requirements of Section 103D-302, HRS, each Bidder shall include in its bid the name of each person or firm to be engaged by the Bidder on the project as joint contractor or subcontractor indicating also the nature and scope of work to be performed by such joint contractor and/or subcontractor and their respective contractor's license number. A joint contractor or subcontractor performing less than or equal to one percent of the total bid amount is not required to be listed in the proposal. The Bidder shall be solely responsible for verifying that their joint contractor or subcontractor has the proper license at the time of the submitted bid.

2.9 BID SECURITY

2.9.1 Subject to the exceptions in Section 3-122-223(d) HAR, all lump sum bids of \$25,000 (twenty five thousand dollars) and higher, or lump sum base bids including alternates of \$25,000 (twenty five thousand dollars) and higher, that are not accompanied by bid security are non-responsive. Bid security shall be one of the following: §3-122-222(a) HAR

2.9.1.1 Surety bid bond underwritten by a company licensed to issue bonds in this State which shall be substantially in the form of the Surety Bid Bond form in the Appendix; or

2.9.1.2 Legal Tender; or

2.9.1.3 Certificate of Deposit; credit union share certificate; or cashier's, treasurer's, teller's or official check drawn by, or a certified check accepted by, and payable on demand to the State by a bank, a savings institution, or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration.

(a) These instruments may be utilized only to a maximum of \$100,000 (one hundred thousand dollars).

(b) If the required security or bond amount totals over \$100,000 (one hundred thousand dollars), more than one instrument not exceeding \$100,000 (one hundred thousand dollars) each and issued by different financial institutions shall be accepted.

(c) CAUTION - Bidders are cautioned that certificates of deposit or share certificates with an early withdrawal penalty must have a face value sufficient to cover the maximum penalty amount in addition to the proposal guaranty requirement. If the certificate is made out to two names, the certificate must be assigned unconditionally to the Executive Director.

2.9.2 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.

2.9.3 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.

2.9.4 If the Bidder is a joint-venture, all parties to the joint-venture must sign the bond; provided, that one party to the joint-venture may sign on behalf of the joint-venture if evidence in the form of a joint-venture agreement or power of attorney, is submitted showing the authority of the signatory to sign the bond on behalf of the joint-venture.

2.9.5 In the case where the award will be made on a group or item basis, the amount of bid security shall be based on the total bid for all groups or items submitted.

2.9.6 Bidders are cautioned that surety bid bonds which place a limit in value to the difference between the bid amount and the next acceptable bid, such value not to exceed the purported amount of the bond, are not acceptable. Also, surety bid bonds which place a time limit on the right of the State to make claim other than allowed by statutes or these GENERAL CONDITIONS are not acceptable. Bidders are hereby notified that a surety bid bond containing such limitation(s) is not acceptable and a bid accompanied by such surety bid bond will be automatically rejected.

2.10 DELIVERY OF PROPOSALS - The entire proposal shall be placed together with the bid security, in a sealed envelope no smaller than 9-1/2" x 12" so marked as to indicate the identity of the project, the project number, the date of bid opening and the name and address of the Bidder and then delivered as indicated in the Notice to Contractors. Bids which do not comply with this requirement may not be considered. Proposals will be received up to the time fixed in the public notice for opening of bids and must be in the hands of the official by the time indicated. The words "SEALED BID" must be clearly written or typed on the face of the sealed envelope containing the proposal and bid security.

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

2.11.1 Withdrawal of Proposals:

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

2.11.1.2 A signed written notice faxed to the office designated in the solicitation.

2.11.2 Modification of Proposals:

2.11.2.1 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

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

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

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

2.13.1 Non-compliance with Section 2.1, QUALIFICATION OF BIDDERS;

2.13.2 Evidence of collusion among Bidders;

2.13.3 Lack of responsibility and cooperation as shown by past work such as failing to complete all of the requirements to close the project within a reasonable time or engaging in a pattern of unreasonable or frivolous claims for extra compensation;

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

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

2.13.6 No contractor's license or a contractor's license which does not cover type of work contemplated;

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

2.13.8 Delivery of bids after the deadline specified in the advertisement calling for bids;

2.13.9 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

2.13.10 Debarment or suspension pursuant to the provisions of Chapters 103D, 104 and 444, Hawaii Revised Statutes, as amended.

2.14 PROTESTS

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

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

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

2.14.4 When a protest is sustained and the protestor should have been awarded the contract under the solicitation but is not, then the exclusive remedy for such protestor shall be the recovery of the reasonable actual costs of preparing the bid, but not attorney's fees.

END OF ARTICLE 2

ARTICLE 3 – AWARD AND EXECUTION OF CONTRACT

3.1 CONSIDERATION OF PROPOSALS; CANCELLATION - After the proposals are opened and read, the figures will be extended and/or totaled in accordance with the bid prices of the acceptable proposals and the totals will be compared and the results of such comparison shall be made public. In the event of a tie bid, the low Bidder shall be determined by lot. In the comparison of bids, words written in the proposals will govern over figures and unit prices will govern over totals. Until the award of the contract, the Department may cancel the solicitation, reject any and all proposals in whole or part and may waive any defects or technicalities whenever such action is deemed to be in the best interest of the Department.

3.2 IRREGULAR PROPOSALS - Proposals will be considered irregular and may be rejected for the following reasons:

3.2.1 If the proposal is unsigned.

3.2.2 If bid security is not in accordance with Section 2.9, BID SECURITY.

3.2.3 If proposal is on a form other than that furnished by the Department; or if the form is altered or any part thereof detached.

3.2.4 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.

3.2.5 If the Bidder adds any provisions reserving the right to accept or reject an award.

3.2.6 If the Bidder adds any provisions reserving the right to enter into a contract pursuant to an award.

3.2.7 When a proposal is signed by an officer or officers of a corporation and a currently certified corporate resolution authorizing such signer(s) to submit such proposal is not submitted with the proposal or when the proposal is signed by an agent other than the officer or officers of a corporation or a member of a partnership and a power of attorney is not submitted with the proposal.

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

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

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

3.3.1 Corrections to bids after bid openings but prior to award may be made under the following conditions:

3.3.1.1 If the mistake is attributable to an arithmetical error, the Executive Director shall so correct the mistake. In case of error in extension of bid price, the unit price shall govern.

3.3.1.2 If the mistake is a minor informality which shall not affect price, quantity, quality, delivery, or contractual conditions, the Bidder shall request correction by submitting proof of evidentiary value which demonstrates that a mistake was made. The Executive Director shall prepare a written approval or denial in response to this request. Examples of such mistakes include:

- (a) Typographical errors;
- (b) Transposition errors;
- (c) Failure of a Bidder to sign the bid, but only if the unsigned bid is accompanied by other material indicating the Bidder's intent to be bound.

3.3.1.3 For reasons not allowable under paragraphs 3.3.1.1 and 3.3.1.2 when the Executive Director determines that the correction or waiver of an obvious mistake is in the best interest of the Department or is warranted for the fair treatment of other Bidders.

3.3.2 Withdrawal of bids after bid opening but prior to award may be made when the bid contains a mistake attributable to an obvious error which affects price, quantity, quality, delivery, or contractual conditions, and the Bidder requests withdrawal by submitting proof of evidentiary value which demonstrates that a mistake was made. The Executive Director shall prepare a written approval or denial in response to this request.

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

3.4 AWARD OF CONTRACT

3.4.1 The award of contract, if it be awarded, will be made within 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 Executive Director in the case of alternate bids) whose proposal complies with all the requirements prescribed, but in no case will an award be made until all necessary investigations are made. The successful Bidder will be notified, by letter mailed to the address shown on the proposal, that its bid has been accepted and that it has been awarded the contract.

3.4.2 If the contract is not awarded within the one hundred twenty (120) days noted in paragraph 3.4.1 above, the Department may request the successful Bidder to extend the time for the acceptance of its bid. The Bidder may reject such a request without penalty; and in such case, the Department may at its sole discretion make a similar offer to the next lowest responsive and responsible Bidder and so on until a bid is duly accepted or until the Department elects to stop making such requests.

3.4.3 No contract will be awarded to any person or firm suspended or debarred under the provisions of Chapters 103D, 104 and Chapter 444, Hawaii Revised Statutes as amended.

3.4.4 The contract will be drawn on the forms furnished by the Executive Director. The contract will not be binding on the Department until all required signatures have been affixed thereto and written certification that funds are available for the work has been made.

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

3.6 RETURN OF BID SECURITY - All bid securities, except those of the four (4) lowest Bidders, will be returned following the opening and checking of the proposals. The retained bid securities of the four lowest Bidders will be returned within five (5) working days following the complete execution of the contract.

3.7 REQUIREMENT OF PERFORMANCE AND PAYMENT BONDS

3.7.1 Performance and Payment Bonds shall be required for contracts \$25,000 (twenty five thousand dollars) and higher. At the time of the execution of the contract, the successful Bidder shall file good and sufficient performance and payment bonds on the form furnished by the Department (see Appendix), each in an amount equal to one hundred percent (100%) of the amount of the contract price unless otherwise stated in the solicitation of bids. Acceptable performance and payment bonds shall be limited to the following:

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

3.7.1.3 A certificate of deposit; credit union share certificate; or cashier's, treasurer's, teller's or official check drawn by, or a certified check accepted by, and payable on demand to the Department by a bank, a savings institution, or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration.

(a) These instruments may be utilized only a maximum of \$100,000 (one hundred thousand dollars).

(b) If the required security or bond amount totals over \$100,000 (one hundred thousand dollars), more than one instrument not exceeding \$100,000 (one hundred thousand dollars) each and issued by different financial institutions shall be acceptable.

3.7.2 If the Contractor fails to deliver the required performance and payment bonds, the Contractor's award shall be canceled, the Department shall have the remedies provided under Section 3.9, FAILURE TO EXECUTE THE CONTRACT and award of the contract shall be made to the next lowest responsible and responsive Bidder.

3.8 EXECUTION OF THE CONTRACT

3.8.1 The contract shall be signed by the successful Bidder and returned, together with satisfactory performance and payment bonds, within ten (10) calendar days after the Bidder is awarded the contract for execution or within such further time as the Executive Director may allow. No proposal or contract shall be considered binding upon the Department until the contract has been fully and properly executed by all parties thereto. For projects funded with State Capital Improvement Project (CIP) funds, the Executive Director shall also endorse thereon its certificate, as required by Section 103D-309, HRS, that there is an available unexpended appropriation or balance of an appropriation over and above all outstanding contracts sufficient to cover the Department's amount required by such contract.

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

3.9 FAILURE TO EXECUTE THE CONTRACT

3.9.1 Before the Award - If a low Bidder without legal justification withdraws its bid after the opening of bids but before the award of the contract, the Department shall be entitled to retain as damages the amount established as bid security, and may take all appropriate actions to recover the damages sum from the property or third-party obligations deposited as bid security.

3.9.2 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 Executive Director may allow, the Department shall be entitled to recover from such Bidder its actual damages, including but not limited to the difference between the bid and the next lowest responsive bid, as well as personnel and administrative costs, consulting and legal fees and other expenses incurred in arranging a contract with the next low responsible and responsive Bidder or calling for new bids. The Department may apply all or part of the amount of the bid security to reduce its damages. If upon determination by the Department that the bid security exceeds the amount of its damages, it shall release or return the excess to the person who provided same.

3.9.3 Executive Director's Options - Upon a withdrawal of the lowest responsive bid, or upon a refusal or failure of the lowest Bidder to execute the contract, the Executive Director may thereupon award the contract to the next lowest responsible and responsive Bidder or may call for new bids, whichever method the Executive Director may deem to be in the best interests of the Department.

3.10 NOTICE TO PROCEED

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

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

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

3.10.4 In the event the Notice to Proceed is not issued within 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.

3.11 RELATIONSHIP OF PARTIES: Independent Contractor Status and Responsibilities, Including Tax Responsibilities.

3.11.1 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.

3.11.2 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.

3.11.3 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.

3.11.4 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.

3.11.5 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. The CONTRACTOR shall obtain a tax clearance certificate from the Director of Taxation, State of Hawaii, showing that all delinquent taxes, if any, levied or accrued under state law 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 237-45, HRS, and paragraph 8.8 of these General Conditions.

3.11.6 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.

3.12 PERSONNEL REQUIREMENTS:

3.12.1 The CONTRACTOR shall secure, at the CONTRACTOR's own expense, all personnel required to perform this Contract.

3.12.2 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.

3.13 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.

3.14 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.

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 Engineer may at any time, during the progress of the work, by written order, and without notice to the sureties, make changes in the work as may be found to be necessary or desirable. Such changes shall not invalidate the Contract nor release the Surety, and the Contractor will perform the work as changed, as though it had been a part of the original Contract.

4.2.1 MINOR CHANGES - Minor changes in the work may be directed by the Project Engineer with no change in contract price or time of performance. Minor changes are consistent with the intent of the Contract Documents and do not substantially alter the type of work to be performed or involve any adjustment to the contract sum or extension of the contract time.

4.2.2 Oral Orders

4.2.2.1 Any oral order, direction, instruction, interpretation or determination from the Executive Director 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 Executive Director 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 Executive Director and the Project Engineer before the Contractor acts in conformity with the oral order, direction, instruction, interpretation or determination, but not more than five (5) days after delivery of the oral order to the Contractor. The written notice shall state the date, circumstances, whether a time extension will be requested, and source of the order that the Contractor regards as a change. Such written notice may not be waived and shall be a condition precedent to the filing of any claim by the Contractor. Unless the Contractor acts in accordance with this procedure, any such oral order shall not be treated as a change for which the Contractor may make a claim for an increase in the contract time or contract price related to such work.

4.2.2.2 No more than five (5) days after receipt of the written notice from the Contractor, a Field Order shall be issued for the subject work if the 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 Executive Director within thirty (30) days after delivery to the Executive Director 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 Executive Director 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 Subsection 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. The change order will be issued in the format attached (refer to the Appendix). 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 Engineer from time to time may issue a Bulletin to the Contractor requesting price and / or time adjustment proposals for contemplated changes in the work. A Bulletin is not a directive for the Contractor to perform the work described therein.

4.3.3 Within seven (7) days after receipt of a Bulletin or Field Order containing a request for proposal, the Contractor shall submit to the Project Engineer a detailed written statement in a format similar to the one shown in the Appendix 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 Engineer, 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 Executive Director 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 Executive Director 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 Executive Director 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 Engineer, by the costs attributable to the event or situation covered by the change, plus appropriate profit or fee, all as specified in Section 4.5, ALLOWANCES FOR OVERHEAD AND PROFIT and the force account provision of Section 8.3, PAYMENT FOR ADDITIONAL WORK; or

4.4.1.6 In the absence of an agreement between the two parties, by a unilateral determination by the 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, fifteen percent (15%) of the direct cost;

4.5.1.2 For each subcontractor involved, for any work performed by its own forces, fifteen percent (15%) of the direct cost;

4.5.1.3 For the Contractor or any subcontractor, for work performed by their subcontractors, seven percent (7%) of the amount due the performing subcontractor.

4.5.1.4 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 Engineer, 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 Engineer so directs, the material shall be returned and the Contractor will be paid for the reasonable charges made by the supplier for the return of the material, excluding any markup for overhead and profit to the Contractor. The cost to the Contractor for handling the returned material will be paid for as provided in Section 4.4, PRICE ADJUSTMENT.

4.6.3 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 Executive Director 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 Executive Director 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 Engineer. In the event the bottom elevation is lowered, the Contractor shall be entitled to additional payment in accordance with Sections 4.4 PRICE ADJUSTMENT and 4.5 ALLOWANCES FOR OVERHEAD AND PROFIT. In the event the bottom elevation is raised, the 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), notify the Project Engineer in writing of:

4.9.1.1 Subsurface or latent physical conditions at the site differing materially from those indicated in the contract; or

4.9.1.2 Unknown physical conditions at the site, of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract. 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 Executive Director shall promptly investigate the site, and if it is found that such conditions do materially differ and cause an increase in the Contractor's cost of, or the time required to, perform any part of the Work, whether or not changed as a result of such conditions, an adjustment shall be made and the contract modified accordingly. Any adjustment in contract price made pursuant to this Section 4.9 shall be determined in accordance with Sections 4.4, PRICE ADJUSTMENT and 7.25, DISPUTES AND CLAIMS.

4.9.3 Nothing contained in this Section 4.9 shall be grounds for an adjustment in compensation if the Contractor had actual knowledge or should have known of the existence of such conditions prior to the submission of bids.

4.10 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 EXECUTIVE DIRECTOR 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 executive branch who are excluded from collective bargaining coverage.

END OF ARTICLE 4

ARTICLE 5 - CONTROL OF WORK

5.1 AUTHORITY OF THE EXECUTIVE DIRECTOR

5.1.1. AUTHORITY OF THE EXECUTIVE DIRECTOR - The Executive Director 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 Executive Director 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 Executive Director shall have the authority to suspend the work wholly or in part as provided in Subsection 7.24, SUSPENSION OF WORK.

5.2 AUTHORITY OF THE PROJECT ENGINEER

5.2.1 The Project Engineer 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 Executive Director. The Project Engineer's authority is vested exclusively in the Project Engineer except when specific authority to act for the Project Engineer 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.

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 Engineer 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 Engineer.

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

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

5.5.1.1 Shop Drawing

- (1) 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.
- (2) 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.
- (3) 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 Engineer for review.
- (4) 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.
- (5) All shop drawings as required by the contract, or as determined by the Project Engineer to be necessary to illustrate details of the Work shall be submitted to the Project Engineer with such promptness as to cause no delay in the work or in that of any other Contractor. Delay caused by the failure of the Contractor to submit shop drawings on a timely basis to allow for review, possible resubmittal and acceptance will not be considered as a justifiable reason for a contract time extension. Contractor, at its own risk, may proceed with the work affected by the shop drawings before receiving acceptance; however the Department shall not be liable for any costs or time required for the correction of work done without the benefit of accepted shop drawings.
- (6) 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 Engineer coordination drawings showing the installation locations of all plumbing, piping, duct and electrical work including equipment throughout the project. By

approving and submitting shop drawings, the Contractor thereby represents that it has determined and verified all field measurements and field construction criteria, or will do so, and that it has checked and coordinated each shop drawing with the requirements of the work and the contract documents. When shop drawings are prepared and processed before field measurements and field construction criteria can be or have been determined or verified, the Contractor shall make all necessary adjustments in the work or resubmit further shop drawings, all at no change in contract price or time.

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

- (1) Date of Submission
- (2) Name of Project
- (3) Project Number
- (4) Location of Project
- (5) Name of submitting Contractor and Subcontractor
- (6) Revision Number
- (7) Specification and/or any drawing reference by article or sheet number.

5.5.1.3 No shop drawing shall be smaller than 24" x 36" nor larger than 28" x 42". At the determination of the Project Engineer, each sheet of drawings for the submittal shall consist of either (1) reproducible transparency and three ozalid prints; or (2) six ozalid prints

5.5.1.4 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 Engineer 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.

5.5.1.5 DESCRIPTIVE SHEETS AND OTHER SUBMITTALS - When a submittal is required by the contract, the Contractor shall submit to the Project Engineer 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 Engineer 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 Section 5.5.1.2.

5.5.1.6 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 Engineer 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 Section 5.5.1.2.

5.5.2 SUBMITTAL VARIANCES - The Contractor shall include with the submittal, written notification clearly identifying all deviations or variances from the contract drawings, specifications and other Contract Documents. The notice shall be in a written form separate from the submittal. The variances shall also be clearly indicated on the shop drawing, descriptive sheet, material sample or color sample. Failure to so notify of and identify such variances shall be grounds for the subsequent rejection of the related work or materials, notwithstanding that the submittal was accepted by the Project Engineer. If the variances are not acceptable to the Project Engineer, the Contractor will be required to furnish the item as specified or indicated on the Contract Documents at no additional cost or time.

5.5.3 REVIEW AND ACCEPTANCE PROCESS - The Project Engineer 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 Engineer 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 Engineer of its preferred order for review and the Project Engineer shall use reasonable efforts to accommodate the Contractor's priorities.

5.5.3.1 The acceptance by the Project Engineer of the Contractor's submittal relates only to their sufficiency and compliance with the intention of the contract. Acceptance by the Project Engineer of the Contractor's submittal does not relieve the Contractor of any responsibility for accuracy of dimensions, details, and proper fit, and for agreement and conformity of submittal with the Contract Drawings and Specifications. Nor will the Project Engineer's acceptance relieve the Contractor of responsibility for variance from the Contract Documents unless the Contractor, at the time of submittal, has provided notice and identification of such variances required by this section. Acceptance of a variance shall not justify a contract price or time adjustment unless the Contractor requests such an adjustment at the time of submittal and the adjustment 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.

5.5.3.2 If the Project Engineer returns a submittal to the Contractor that has been rejected, the Contractor, so as not to delay the work, shall promptly make a resubmittal conforming to the requirements of the Contract Documents and indicating in writing on the transmittal and the subject submittal what portions of the resubmittal has been altered in order to meet the acceptance of the Project Engineer. Any other differences between the resubmittal and the prior submittal shall also be specifically described in the transmittal.

5.5.3.3 No mark or notation made by the Project Engineer 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 Engineer 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 subparagraphs 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 Engineer. The Project Engineer shall promptly issue instructions as to procedure. Any requirement occurring in one or more parts of the specification is as binding as though occurring in all applicable parts.

5.6.4.1 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.

5.6.5 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 Subsection 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 Subsection 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 Engineer. The Project Engineer, at the Project Engineer'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 Engineer.

5.6.5.7 In cases of discrepancies in the figures or drawings, the discrepancies shall be immediately referred to the Project Engineer without whose decision said discrepancy shall not be corrected by the Contractor save at its own risk and in the settlement of any complications arising from such adjustment without the knowledge and consent of the Project Engineer, 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 Engineer 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 Engineer 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 Engineer errors, conflicts, ambiguities, inconsistencies or omissions discovered. Should an item not be sufficiently detailed or explained in the Contract Documents, Contractor shall report and request the Project Engineer's clarification and interpretation. The Project Engineer 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 General Requirements. 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 Engineer, 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 Engineer or its authorized representative. The Contractor shall authorize the superintendent to (a) execute the orders and directions of the Project Engineer 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 Engineer 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 Engineer a written statement giving the name of the superintendent or agent assigned to the project. The Contractor shall be responsible for notifying the Project Engineer in writing of any change in the superintendent or agent.

5.9.2.3 The requirements of this subsection 5.9.2 may be waived by the Project Engineer.

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 Engineer, correct and make good such errors or any errors, or faults in the work resulting from errors in engineering performed under the requirements of its contract to the entire satisfaction of the Project Engineer. Full compensation for the work shall be included in the prices paid for contract items of work. No additional allowance will be made for the correction of incorrect engineering work.

5.9.3.1 The Project Engineer 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 Engineer; any change shall be made in accordance with the Project Engineer'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 Engineer 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 Engineer 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 Engineer 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 Engineer, 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 to the same extent as the Contractor.

5.10.2 AUTHORITY TO SUSPEND OPERATIONS - The Project Engineer 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 Engineer, 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 Engineer or any additional work done without written authority will be considered as unauthorized and will not be paid for. Work so done may be ordered removed at the Contractor'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 Engineer'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 Engineer made under the provisions of Section 5.10, the Project Engineer shall have authority to cause defective work to be remedied or removed and replaced, and unauthorized work to be removed, at the Contractor's expense, and to deduct the costs from any monies due or to become due the Contractor.

5.12 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 Engineer.

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 Engineer, a VECP alters the design prepared by a registered professional architect or engineer, the Contractor shall ensure the changes to be prepared are by or under the supervision of a licensed professional architect or engineer, and stamped and so certified.

5.12.5 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 Engineer as to the acceptance of any VECP under a contract shall be final.

5.12.6 ACCEPTANCE OF VECP - The Project Engineer may accept in whole or in part any VECP submitted pursuant to this section by issuing a change order to the Contract. Prior to issuance of the change order, the Contractor shall submit complete final contract documents similar to those of the original Contract showing the accepted changes and the new design and features as well as the following:

5.12.6.1 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 paragraph, 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 Engineer to evaluate and implement the VECP. The cost for preparing the VECP shall be the Contractor's responsibility, and any part of the Contractor's cost for implementing the change shall be due only when the proposal is accepted and a change order is issued.

5.12.11 If the service of the Department's architect, Project Engineer 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 Executive Director 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 Engineer 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.

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

6.2.2 At the option of the Project Engineer, the materials may be accepted by the Project Engineer at the source of supply before delivery is started. Representative preliminary samples of the character and quantity prescribed shall be submitted by the Contractor or producer for examination and tested in accordance with the methods referred to under samples and tests.

6.2.3 PROJECT ENGINEER'S AUTHORIZATION TO TEST MATERIALS - Materials proposed to be used may be inspected and tested whenever the Project Engineer deems necessary to determine conformance to the specified requirements. The cost of testing shall be borne by the Contractor. However, should test results show that the material(s) is in compliance with the specified requirements; the cost of the testing will be borne by the 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 AFTER BID OPENING

6.3.1 SUBSTITUTION OF MATERIALS AND EQUIPMENT BEFORE BID OPENING - Refer to Section 2.7, SUBSTITUTION OF MATERIALS AND EQUIPMENT BEFORE BID OPENING. For materials and equipment submitted in compliance with Section 2.7, 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 Engineer'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 Engineer 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 Engineer, 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 Engineer may require any or all materials to be tested by means of samples or otherwise. Contractor shall collect and forward samples requested by the Project Engineer. Contractor shall not use or incorporate any material represented by the samples until all required tests have been made and the material has been accepted. In all cases, the Contractor shall furnish the required samples without charge. Where samples are required from the completed work, the Contractor shall cut and furnish samples from the completed work. Samples so removed shall be replaced with identical material and refinished. No additional compensation will be allowed for furnishing test samples and their replacement with new materials.

6.5.2 Tests of the material samples will be made in accordance with the latest standards of the American Society for Testing and Materials (ASTM), as amended prior to the contract date unless otherwise provided. In cases where a particular test method is necessary or specifications and serial numbers are stipulated, the test shall be made by the method stated in the above-mentioned publication. Where the test reference is the American Association of State Highway and Transportation Officials (AASHTO), it means the specifications and serial numbers of the latest edition and amendments prior to the bid date.

6.5.3 The Project Engineer 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 Engineer shall reject all materials which, when retested, do not meet the requirements of the Contract.

6.6 MATERIAL SAMPLES

6.6.1 The Contractor shall furnish all samples required by the drawings and specifications or that may be requested by the Project Engineer of any and all materials or equipment it proposes to use. Unless specifically required, samples are not to be submitted with the bid.

6.6.2 No materials or equipment of which samples are required shall be used on the Work until the Project Engineer has received and accepted the samples. If the Contractor proceeds to use such materials before the Project Engineer accepts the samples, the Contractor shall bear the risk.

6.6.3 Contractor shall furnish two (2) copies of a transmittal letter with each shipment of samples. The letter shall provide a list of the samples, the name of the building or work for which the materials are intended and the brands of the materials and names of the manufacturers. Also, each sample submitted shall have a label indicating the material represented, its place of origin, the names of the producer, the Contractor and the building or work for which the material is intended. Samples of finished materials shall be marked to indicate where the materials represented are required by the drawings or specifications.

6.6.4 Acceptance of any sample(s) shall be only for the characteristics or for the uses named in such acceptance and for no other purpose. Acceptance of samples shall not change or modify any contract requirement. All samples will be provided by the Contractor at no extra cost to the 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 Engineer in writing. No rejected material which has subsequently been made to conform shall be used unless and until written acceptance has been given by the Project Engineer. If the Contractor fails to comply forthwith with any order of the Project Engineer made under the provisions of this Section 6.7, the Project Engineer shall have the authority to remove and replace non-conforming materials and charge the cost of removal and replacement to the Contractor.

6.8 HANDLING MATERIALS - Contractor shall handle all materials to preserve their quality and fitness for work. Transport aggregates from the source or storage site to the work in tight vehicles to prevent loss or segregation of materials after loading and measuring.

6.9 STORAGE OF MATERIALS - Contractor shall store all materials to preserve their quality and fitness for the work. Unless otherwise provided, any portion of the project site within the Project Contract Limit not required for public travel may be used for storage purposes and for the Contractor's plant and equipment. Any additional space required shall be provided by the Contractor at its expense subject to the Project Engineer's acceptance. Contractor shall store materials on wooden platforms or other hard, clean surfaces and covered to protect it from the weather and damage. Stored materials shall be located to allow prompt inspection.

6.10 PROPERTY RIGHTS IN MATERIALS - Nothing in the contract shall be construed to vest in the Contractor any right to any materials and equipment after such materials and equipment have been attached, affixed to, or placed in the work.

6.11 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 Executive Director, a Notice to Proceed will be given to the Contractor as described in Section 3.10, NOTICE TO PROCEED. The Notice to Proceed will indicate the date the Contractor is expected to begin the construction and from which date contract time will be charged.

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

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

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

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

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

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

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

7.2 Prior to beginning work on site, the Contractor shall submit the following to the Project Engineer:

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;

7.2.2 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 Engineer who may reject same and require the Bidder to submit another or several other schedules if in the Project Engineer's opinion the prices are unbalanced or not sufficiently detailed. This schedule of prices shall be used for the purpose of determining the value of monthly payments due the Contractor for work installed complete in place; and may be used as the basis for determining cost and credit of added or deleted items of work, respectively;

7.2.4.1 The Contractor shall estimate at the close of each month the percentage of work completed under each of the various construction items during such month and submit the Monthly Payment Application to the Project Engineer for review and approval. The Contractor shall be paid the approved percentage of the price established for each item less the retention provided in Section 8.4, PROGRESS AND/OR PARTIAL PAYMENTS; and

7.2.5 PROOF OF INSURANCE COVERAGE - Certificate of Insurance or other documentary evidence satisfactory to the Project Engineer that the Contractor has in place all insurance coverage required by the contract. Refer to Section 7.3, INSURANCE REQUIREMENTS.

7.2.6 Until such time as the above items are processed and approved, the Contractor shall not be allowed to commence on any operations unless authorized by the Project Engineer.

7.3 INSURANCE REQUIREMENTS

7.3.1 OBLIGATION OF CONTRACTOR - Contractor shall not commence any work until it obtains, at its own expense, all required herein insurance. Such insurance shall be provided by an insurance company authorized by the laws of the State to issue such insurance in the State of Hawaii. Coverage by a "Non-Admitted" carrier is permissible provided the carrier has a Best's Rating of "A-VII" or better.

7.3.2 All insurance described herein will be maintained by the Contractor for the full period of the contract and in no event will be terminated or otherwise allowed to lapse prior to written certification of final acceptance of the work by the Department.

7.3.3 Certificate(s) of Insurance acceptable to the Department shall be filed with the Project Engineer prior to commencement of the work. Certificates shall identify if the insurance company is a "captive" insurance company or a "Non-Admitted" carrier to the State of Hawaii. The Best's rating must be stated for the "Non-Admitted" carrier. Certificates shall contain a provision that coverage(s) being certified will not be cancelled or materially changed without giving the Project Engineer 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 Engineer, when requested, satisfactory proof of coverage of each type of insurance required covering the work. Failure to comply with the Project Engineer's request may result in suspension of the work, and shall be sufficient grounds to withhold future payments due the Contractor and to terminate the contract for Contractor's default.

7.3.7 TYPES OF INSURANCE - Contractor shall purchase and maintain insurance described below which shall provide coverage against claims arising out of the Contractor's operations under the Contract, whether such operations be by the Contractor itself or by any subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.

7.3.7.1 WORKER'S COMPENSATION - The Contractor shall obtain worker's compensation insurance for all persons whom they employ in carrying out the work under this contract. This insurance shall be in strict conformity with the requirements of the most current and applicable State of Hawaii Worker's Compensation Insurance laws in effect on the date of the execution of this contract and as modified during the duration of the contract.

7.3.7.2 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 The Contractor's property damage liability insurance shall provide for a single combined limit of not less than \$1,000,000 (one million dollars) unless otherwise indicated in the Special Conditions for all damages arising out of injury to or destruction of property of others including the Department's, arising directly or indirectly out of or in connection with the performance of the work under this contract including explosion or collapse.

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 Engineer 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. Corps of Engineers), State and county permit applications. The Contractor shall pick up the pre-processed Permits at the appropriate governmental agency and pay the required fees. Other permits necessary for the proper execution of the work such as utility connection permits, elevator installation permits etc., unless processed by the 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 Engineer.

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

7.5 NORMAL WORKING HOURS - Prior to beginning operations, unless otherwise established by the Department, the Contractor shall notify the Project Engineer in writing of the time in hours and minutes, A.M. and P.M. respectively, at which it desires to begin and end the day's work. If the Contractor desires to change the working hours, it shall request the Project Engineer'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, 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 is not physically enclosed in the bid documents. However, the wage rate schedule is incorporated herein by reference and made a part of the Bid and Contract Documents. 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 Contracts Office, HHFDC, 677 Queen Street, Suite 300, Honolulu, Hawaii or, State Department of Labor and Industrial Relations web site: <http://www.loihi@rs.dlir.state.hi.us> or the Federal Department of Labor (Davis-Bacon) wage rate schedule web site: <http://www.access.gpo.gov/davisbacdavbacsearch.html>.

7.7.3 The Contractor or its subcontractor(s) shall pay all laborers and mechanics employed on the job site, unconditionally and not less often than once a week, and without deduction or rebate on any account except as allowed by law, the full amounts of their wages including overtime, accrued to not more than five (5) working days prior to the time of payment, at wage rates not less than those stated in the contract, regardless of any contractual relationship which may be alleged to exist between the Contractor and subcontractor and such laborers and mechanics. The wages stated in the contract shall not be less than the minimum prevailing wages (basic hourly rate plus fringe benefits), as determined by the Director of Labor and Industrial Relations and published in wage rate schedules. Any increase in wage rates, as determined by the Director of Labor and Industrial Relations and issued in the wage rate schedule, shall be applicable during the performance of the contract, in accordance with section 104-2(a) and (b), Hawaii Revised Statutes. Notwithstanding the provisions of the original contract, if the Director of Labor and Industrial Relations determines that prevailing wages have

increased during the performance of the contract, the rate of pay of laborers and mechanics shall be raised accordingly.

7.7.4 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 Director of Labor and Industrial Relations during the course of the Contract shall also be posted by the Contractor and a copy provided to each laborer and mechanic employed under the Contract as required above.

7.7.6 The Executive Director may withhold from the Contractor so much of the accrued payments as the Executive Director 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 Executive Director 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 Executive Director, the Director of

Labor and any authorized persons who may also interview employees during working hours on the job site.

7.9.3 Note that the falsification of certifications noted in this Section 7.9 may subject the Contractor or subcontractor to penalties and debarment under the laws referenced in Section 7.14, LAWS TO BE OBSERVED and / or criminal prosecution.

7.10 OVERTIME AND NIGHT WORK

7.10.1 Overtime work shall be considered as work performed in excess of eight (8) hours in any one (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 Engineer in writing, or as called for elsewhere within these Contract Documents.

7.10.2 OVERTIME NOTIFICATION - Contractor shall inform the Project Engineer 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 insure 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 Engineer 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 Engineer 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 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 insure the least practicable interference with pedestrian and motor traffic passageways. The Contractor shall furnish convenient detours and provide and plan all other appropriate signs, flashers, personnel, warnings, barricades and other devices for handling pedestrian and motor traffic.

7.12.2 In the event that other contractors are also employed on the job site, the Contractor shall arrange its work and dispose of materials so as not to interfere with the operations of the other contractors engaged upon adjacent work. The Contractor shall join its work to that of others and existing buildings in a proper manner, and in accordance with the drawings and specifications, and perform its work in the proper sequence in relation to that of others, all as may be directed by the Project Engineer.

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 or disregards the directions of the Project Engineer, the Project Engineer may suspend the work until such time as the Contractor provides for the prosecution of the work with minimum interference to traffic and passageways or other contractors, dust control, adequate drainage, the repair of damage and complies with the direction of the Project Engineer. 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 Director 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 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.

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 subparagraphs 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 Engineer in writing.

7.14.3 While the Contractor must comply with all applicable laws, attention is directed to: Wage and Hours of Employees on Public Works, Chapter 104, 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 ARTICLES, MATERIALS AND PROCESSES

7.15.1 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 HHFDC any such infringement or improper or unauthorized use, including, without limitation: (a) furnishing at no cost to the HHFDC a substitute article, design, device, process, appliance or material acceptable to the HHFDC; (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 paragraphs 7.17.1.2 and 7.17.1.3 caused by the fault or negligence or damage or loss attributable to acts or omissions directly or indirectly in whole or part by the Contractor a subcontractor or any one directly or indirectly employed by them, or by anyone for whose acts they might be liable, shall be remedied promptly by the Contractor.

7.17.5 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the protection of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor.

7.17.6 The Contractor shall not load or permit any part of the construction to be loaded so as to endanger its safety. The Contractor shall not injure or destroy trees or shrubs nor remove or cut them without permission of the Project Engineer. Contractor shall protect all land monuments and property marks until an authorized agent has witnessed or otherwise referenced their location and shall not remove them until directed.

7.17.7 In the event the Contractor encounters on the site, material reasonably believed to be asbestos or other hazard material that has not been rendered harmless, the Contractor shall

stop work in the area and notify the Project Engineer 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 Engineer, shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Contractor shall give the Project Engineer prompt written notice of the emergency and actions taken. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined under the provisions of Section 7.25, DISPUTES AND CLAIMS.

7.18 ARCHAEOLOGICAL SITES

7.18.1 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 Engineer 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 Engineer. The Contractor shall remove the fencing upon completion of construction, or as directed by the Project Engineer.

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 Engineer immediately; and if the Contractor entered the archaeological site area without permission, it shall stop work in this area immediately. The Project Engineer 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 paragraph 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 Engineer to cover such just claims until satisfactory proof of payment or the establishment of a payment plan is presented.

7.19.4 The Contractor shall defend, indemnify and hold harmless the 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 Engineer may take action as prescribed herein.

7.20.2.1 Any worker employed on the project by the Contractor or by any subcontractor who, in the opinion of the Project Engineer, is not careful and competent, does not perform its work in a proper and skillful manner or is disrespectful, intemperate, disorderly or neglects or refuses to comply with directions given, or is otherwise objectionable shall at the written request of the Project Engineer, be removed forthwith by the Contractor or subcontractor employing such worker and shall not be employed again in any portion of the work without the written consent of the Project Engineer. Should the Contractor or subcontractor continue to employ, or again employ such person or persons on the project, the Project Engineer may withhold all payments which are or may become due, or the Project Engineer may suspend the work until the Project Engineer's orders are followed, or both.

7.20.3 INSUFFICIENT WORKERS - A sufficient number of workers shall be present to ensure the work is accomplished at an acceptable rate. In addition, the proper ratio of apprentice to journey worker shall be maintained to ensure the work is properly supervised and performed. In the event that the Project Engineer finds insufficient workers are present to accomplish the work at an acceptable rate of progress or if a adequate number of journey workers are not present and no corrective action is taken by the Contractor after being informed in writing, the Executive Director 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 Engineer. When the contract completion time is a fixed calendar date, it shall be the date on which all work on the project shall be completed. Maintenance periods are not included within the contract time unless specifically noted in the Contract Documents. 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 Engineer, provided the Contractor notifies the Project Engineer that the permits are not available, as soon as the delay occurs. Time extensions shall be the exclusive relief granted on account of such delays. No additional compensation will be paid for these time extensions.

7.21.5 DELAYS BEYOND CONTRACTOR'S CONTROL - For delays affecting the critical path caused by acts of God, or the public enemy, fire, unusually severe weather, earthquakes, floods, epidemics, quarantine restrictions, labor disputes, freight embargoes and other reasons beyond the Contractor's control, the Contractor may be granted an extension of time provided that:

7.21.5.1 The Contractor notifies the Project Engineer 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 Engineer 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 Engineer in writing within five (5) consecutive working days after it first has any knowledge of delays or anticipated delays and state the effects such delays may have on the completion date of the Contract.

7.21.6.2 The Contractor, if requested, must submit to the Project Engineer within ten (10) working days after a firm delivery date for the material and equipment is established, a written statement as to the delay to the progress of the project. The delay must be substantiated as follows:

- (a) State specifically the reason or reasons for the delay. Explain in a detailed chronology the effect of this delay to the other work and / or the completion date;
- (b) Submit copies of purchase order(s), factory invoice(s), bill(s) of lading, shipping manifest(s), delivery tag(s) and any other pertinent correspondence to support the time extension request; 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 Engineer 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 Engineer in accordance with paragraphs 7.24.1.1, 7.24.1.2, 7.24.1.4 or 7.24.1.6 the number of days from the effective date of the Project Engineer's order to suspend operations to the effective date of the Project Engineer's order to resume operations shall not be counted as contract time and the contract completion date will be adjusted. Should the Contractor claim for additional days in excess of the suspension period, Contractor shall provide evidence justifying the additional time. During periods of partial suspensions of the work, the Contractor will be granted a time extension only if the partial suspension affects the critical path. If the Contractor believes that an extension of time is justified for a partial suspension of work, it must request the extension in writing at least five (5) working days before the partial suspension will affect the critical operation(s) in progress. The Contractor must show how the critical path was increased based on the status of the work and must also support its claim, if requested, with statements from its subcontractors. A suspension of work will not constitute a waiver of pre-existing Contractor delay.

7.21.8 CONTRACTOR CAUSED DELAYS - No time extension will be considered for the following:

7.21.8.1 Delays in performing the work caused by the Contractor, subcontractor and/or supplier;

7.21.8.2 Delays in arrival of materials and equipment caused by the Contractor, subcontractor and / or supplier in ordering, fabricating, delivery, etc.;

7.21.8.3 Delays requested for changes which the Project Engineer determines unjustifiable due to the lack of supporting evidence or because the change is not on the critical path;

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

7.22.2 Submittal of and the Project Engineer'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 Executive Director 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 Engineer for prosecution of the work; or

7.24.1.2 Soil Conditions considered unsuitable by the Project Engineer for prosecution of the work; or

7.24.1.3 Failure of the Contractor to:

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

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

7.24.1.5 Disturbance due to noise, odors or dust arising from the construction even if such disturbance does not violate the section on Environmental Protection contained in the 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 Executive Director in writing as provided herein to suspend all work under the contract in accordance with paragraphs 7.24.1.4 or 7.24.1.6, the Contractor may be reimbursed for actual direct costs incurred on work at the jobsite, as authorized in writing by the Executive Director, including costs expended for the protection of the work. Payment for equipment which must standby during such suspension of work shall be made as described in clause 8.3.4.5.(e). No payment will be made for profit on

any suspension costs. An allowance of five percent (5%) will be paid on any reimbursed actual costs for indirect categories of delay costs, including extended branch and home-office overhead and delay impact costs.

7.24.3.2 However, no adjustment to the contract amount or time shall be made under this Section 7.24 for any suspension, delay, or interruption:

- (a) To the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor; or
- (b) For which an adjustment is provided for or excluded under any other provision of this Contract.

7.24.3.3 Any adjustment in contract price made pursuant to this subsection shall be determined in accordance with this Section 7.24 and Section 4.2, CHANGES.

7.24.3.4 Claims for such compensation shall be filed with the Project Engineer within ten (10) calendar days after the date of the order to resume work or such claims will be waived by the Contractor. Together with the claim, the Contractor shall submit substantiating documents supporting the entire amount shown on the claim. The Executive Director may make such investigations as are deemed necessary and shall be the sole judge of the claim and the Executive Director's decision shall be final.

7.24.4 CLAIMS NOT ALLOWED - No claim under this Section 7.24 shall be allowed:

7.24.4.1 For any direct costs incurred more than twenty (20) days before the Contractor shall have notified the Project Engineer 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 paragraphs 7.24.1.4 or 7.24.1.6; and

7.24.4.2 Unless the claim is asserted in writing within ten (10) calendar days after the termination of such suspension, delay, or interruption, but in no case not later than the date of final payment under the contract.

7.24.4.3 No provision of this Section 7.24 shall be construed as entitling the Contractor to compensation for delays due to failure of surety, for suspensions made at the request of the Contractor, for any delay required under the Contract, for partial suspension of work or for suspensions made by the Project Engineer under the provisions of paragraphs 7.24.1.1, 7.24.1.2, 7.24.1.3 and 7.24.1.5.

7.25 DISPUTES AND CLAIMS (§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 Engineer in the manner and within the time periods stated in Section 4.2, CHANGES for claims for extra compensation, damages, or an extension of time due for one or more of the following reasons:

7.25.1.1 Requirements not clearly covered in the Contract, or not ordered by the Project Engineer 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 Engineer 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 Engineer. Continued performance by the Contractor shall not be deemed a waiver of any claim for additional compensation, damages, or an extension of time for completion, provided that the written notice of claim is submitted in accordance with subsection 7.25.1

7.25.3 The requirement for timely written notice shall be a condition precedent to the assertion of a claim.

7.25.4 REQUIREMENTS FOR NOTICE OF CLAIM -The notice of claim shall clearly state the Contractor's intention to make claim and the reasons why the Contractor believes that additional compensation, changes or an extension of time may be remedies to which it is entitled. At a minimum, it shall provide the following:

7.25.4.1 Date of the protested order, decision or action;

7.25.4.2 The nature and circumstances which caused the claim;

7.25.4.3 The contract provision(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 above shall be supplemented as requested by the Project Engineer.

7.25.6 FINAL STATEMENT FOR CLAIM - The Contractor shall provide a final written statement of the actual adjustment in contract price and/or contract time requested for each notice of claim. Such statement shall clearly set forth that it is the final statement for that notice

of claim. All such final statements shall be submitted within thirty (30) days after completion of the work that is the subject of the claim, but in no event no later than thirty (30) days after the Project Acceptance Date or the date of termination of the Contractor, whichever comes first.

7.25.7 All claims of any nature are barred if asserted after final payment under this Contract has been made.

7.25.8 Contractor may protest the assessment or determination by the Project Engineer of amounts due the Department from the Contractor by providing a written notice to the Executive Director 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 and 7.25.6 above. The requirement of such notice cannot be waived and it is a condition precedent to any claim by the Contractor. Failure to comply with these notice provisions constitutes a waiver of any claim.

7.25.9 In addition to the requirements of subsections 7.25.4, 7.25.6, and 7.25.8, all final written statements of claim shall be certified. This certification requirement applies to the Contractor without exception, including, but not limited to, situations involving 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:

7.25.9.1 "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the 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 Executive Director on the claim shall be final and conclusive, unless fraudulent, or unless the Contractor delivers to the Executive Director a written appeal of the Executive Director's decision. Said appeal shall be delivered to the Executive Director no later than thirty (30) days after the date of the Executive Director's decision.

7.25.10.1 In that event, the decision of the Executive Director shall be final and conclusive, unless fraudulent or unless the Contractor brings an action seeking judicial review of the Executive Director's decision in an appropriate circuit court of this State within six (6) months from the date of the Executive Director's decision.

7.25.11 **PAYMENT AND INTEREST** - The amount determined payable pursuant to the decision, less any portion already paid, normally should be paid without awaiting Contractor action concerning appeal. Such payments shall be without prejudice to the rights of either party. Interest on amounts ultimately determined to be due to a Contractor shall be payable at the Statutory rate applicable to judgments against the State under Chapter 662, HRS from the date of receipt of a properly certified final written statement of actual adjustment required until the date of decision; except, however, that if an action is initiated in circuit court, interest under this Section 7.25 shall only be calculated until the time such action is initiated. Interest on amounts due the Department from the Contractor shall be payable at the same rate from the date of issuance of the Project Engineer's notice to the Contractor. Where such payments are required to be returned by a subsequent decision, interest on such payments shall be paid at the statutory rate from the date of payment.

7.25.12 Contractor shall comply with any decision of the Executive Director 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 Engineer has made a written determination that continuation of work under the Contract is essential to the public health and safety.

7.25.13 WAIVER OF ATTORNEY'S FEES - In the event of any litigation arising under, or by virtue of, this Contract, the Contractor and the 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 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 the General Requirements, Section 3.02. 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 Engineer.

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 General Requirements. 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 Engineer.

7.26.1.4 The Project Engineer 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 Engineer shall be accepted by the parties hereto as final, unless the Contractor delivers a written appeal of the Project Engineer's decision in accordance with subsection 7.25.10 requirements. Any allowance of time or remission of charges or liquidated damages shall in no other manner affect the rights or obligations of the parties under this contract nor be construed to prevent action under Section 7.27, TERMINATION OF CONTRACT FOR CAUSE. If the 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.

7.26.3.1 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 Engineer to commence and continue correction of the refusal or failure with diligence and promptness, the Executive Director may, by written notice to the Contractor, declare the Contractor in breach and terminate the Contractor's right to proceed with the work or the part of the work as to which there has been delay or other breach of contract. In such event, the 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 Executive Director shall limit any payment to the Contractor to the part of the contract satisfactorily completed at the time of termination. Payment will not be made until the work has satisfactorily been completed and the tax clearance required by Section 8.8, FINAL PAYMENT is submitted by the Contractor. Termination shall not relieve the Contractor or Surety from liability for liquidated damages.

7.27.4 ERRONEOUS TERMINATION FOR CAUSE - If, after notice of termination of the Contractor's right to proceed under this Section 7.27, it is determined for any reason that good cause did not exist to allow the 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 Executive Director may, when the interests of the Department so require, terminate this contract in whole or in part, for the convenience of the Department. The Executive Director shall give written notice of the termination to the Contractor specifying the part of the contract terminated and when termination becomes effective.

7.28.2 CONTRACTOR'S OBLIGATIONS - The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work subject to the Department's approval. The Executive Director may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to the 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 Executive Director may require the Contractor to transfer title and delivery to the Department in the manner and to the extent directed by the Executive Director, 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 Executive Director does not elect to retain any such property, the Contractor shall use its best efforts to sell such property and construction material for the 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 Executive Director may pay the Contractor, if at all, an amount set in accordance with paragraph 7.28.4.3.

7.28.4.2 The Executive Director and the Contractor may agree to a settlement provided the Contractor has filed a termination claim supported by cost or pricing data submitted as required and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the Department, the proceeds of any sales of construction, supplies, and construction materials under paragraph 7.28.3.3 of this Section, and the contract price of the work not terminated.

7.28.4.3 Absent complete agreement, the Executive Director shall pay the Contractor the following amounts, less any payments previously made under the Contract.

- (a) The cost of all contract work performed prior to the effective date of the notice of termination work plus a five percent (5%) markup on the actual direct costs, including amounts paid to subcontractor(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 Engineer may without further notice to the Contractor or surety and without termination of contract, correct the defects and deduct the cost thereof from the contract price.

7.30 FINAL CLEANING - Before final inspection of the work, the Contractor shall clean all ground occupied by the Contractor in connection with the Work of all rubbish, excess materials, temporary structures and equipment, and all parts of the work must be left in a neat and presentable condition to the satisfaction of the Project Engineer. However, the Contractor shall not remove any warning and directional signs prior to the formal acceptance by the Project Engineer. Full compensation for final cleaning will be included in the prices paid for the various

items of work or lump sum bid, as the case may be, and no separate payment will be made therefor.

7.31 SUBSTANTIAL COMPLETION AND FINAL INSPECTION - Before the Department accepts the project as being completed, unless otherwise stipulated by the Project Engineer the following procedure shall be followed:

7.31.1 SUBSTANTIAL COMPLETION

7.31.1.1 The Contractor and its subcontractors shall inspect the project to confirm whether the Project is Substantially Complete. This inspection effort shall include the testing of all equipment and providing a Punchlist that identifies deficiencies which must be corrected. Contractor shall make the corrections and if required repeat the procedure. Also, the Contractor shall schedule final Building, Plumbing, Electrical, Elevator, Fire and other required inspections and obtain final approvals.

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

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

- (a) Field-Posted As-Built Drawings;
- (b) Maintenance Service Contract and two (2) copies of a list of all equipment;
- (c) 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 Engineer determines that all work is completed, the Project Engineer shall notify the Contractor in accordance with Section 7.32, PROJECT ACCEPTANCE DATE. Should there be remaining deficiencies which

must be corrected the Contractor shall provide an updated Punchlist to the Project Engineer, within five (5) days from the Final Inspection Date. The Contractor shall make the necessary corrections.

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

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

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

7.32 PROJECT ACCEPTANCE DATE

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

7.32.2 **PROTECTION AND MAINTENANCE** - After the Project Acceptance Date, the Contractor shall be relieved of maintaining and protecting the work except that this does not hold true for those portions of the work which have not been accepted, including Punchlist deficiencies. The 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 Engineer'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 Engineer for approval along with documentation to justify the time required, no later than five (5) working days before the date stipulated for completion of the Punchlist work. A Proposed schedule submitted after the five (5) day period will not be considered.

7.32.7 **FAILURE TO CORRECT DEFICIENCIES** – After the Contract Completion Date, or any extension thereof, if the Contractor fails to correct the deficiencies within the established date or agreed to Punchlist completion date, the Project Engineer shall assess liquidated damages as required by Section 7.26, **FAILURE TO COMPLETE THE WORK ON TIME**.

7.32.8 If the Contractor fails to correct the deficiencies and complete the work by the established or agreed to date, the 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 paragraph 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 All other documents required by the Contract.

7.33.2 **FAILURE TO SUBMIT CLOSING DOCUMENTS** – The Contractor shall submit the final Payment Application and the above applicable closing documents within sixty (60) days from the date of Project Acceptance or the agreed to Punchlist completion date. Should the Contractor fail to comply with these requirements, the Executive Director may terminate the Contract for cause. The pertinent provisions of Section 7.27, **TERMINATION OF CONTRACT FOR CAUSE** shall be applicable.

7.33.3 In addition, should the Contractor fail to furnish final closing documents within the required time period, the Project Engineer shall assess liquidated damages as required by Section 7.26, FAILURE TO COMPLETE THE WORK ON TIME.

7.34 CONTRACTOR'S RESPONSIBILITY FOR WORK; RISK OF LOSS

7.34.1 Until the establishment of the Project Acceptance Date or Beneficial Occupancy, whichever is sooner, the Contractor shall take every necessary precaution against injury or damage to any part of the work caused by the perils insured by an All Risk policy, 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 Engineer is necessary due to materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the Contract, the Contractor shall within five (5) working days and without expense to the 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 Engineer 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 and 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 books and records shall be maintained by the Contractor and subcontractor(s) for a period of four (4) years from the date of final payment under the Contract.

7.37.2 The Contractor shall insure that its subcontractors comply with this requirement and shall bear all costs (including attorney's fees) of enforcement in the event of its subcontractor's failure or refusal to fully cooperate.

7.37.3 Additionally, Sections 231-7, 235-108, 237-39 and other HRS chapters through reference, 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 Executive Director, 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 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.

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.

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

8.1.2 All measurements of the area of the various 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, except where slope exceeds ten percent (10%) and for piles, which will be by actual length. All materials which are specified for measurement by the cubic yard "Loose Measurement" or "Measured in the Vehicle" shall be hauled in approved vehicles and measured therein at the point of delivery. Approved vehicles for this purpose may be of any type or size satisfactory to the Project Engineer, provided that the body is of such type that the actual contents may be readily and accurately determined. Unless all approved vehicles on a job are of a uniform capacity each approved vehicle must bear a plainly legible identification mark indicating the specific approved capacity. The Inspector may reject all loads not hauled in such approved vehicles.

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

8.3 PAYMENT FOR ADDITIONAL WORK

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

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

8.3.3 When payment is to be made for additional work directed by a Field Order, the total price adjustment as specified in the Field Order or if not specified therein for the work contained in the related change order shall be considered full compensation for all materials, labor, insurance, taxes, equipment use or rental and overheads, both field and home office including extended home and branch office overhead and other related delay impact costs.

8.3.4 FORCE ACCOUNT METHOD - When, for the convenience of the 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 Engineer prior to performance of such work.

8.3.4.2 INSURANCE AND TAXES - The Contractor and subcontractor(s) will also receive the actual additional costs paid for property damage, liability, 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 Engineer and used, the Contractor and subcontractor(s) shall receive the actual cost of such materials delivered and incorporated into work, plus a markup allowed under Section 4.5, ALLOWANCES FOR OVERHEAD AND PROFIT.

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

8.3.4.5 EQUIPMENT

(a) For machinery or special equipment (other than small tools as herein defined in clause 8.3.4.5.(h) owned or leased by the Contractor or a related entity, the use of which has been authorized by the Project Engineer:

(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 Engineer prior to the use of said machinery or equipment. If there is no agreement, the Project Engineer 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 Engineer for approval prior to the use of the machinery or equipment in question.
- (b) For machinery or special equipment [other than small tools as herein defined in clause 8.3.4.5 (h)] rented by the Contractor or a related entity specifically for the Force Account work, the use of which has been authorized by the Project Engineer, the Contractor will be paid the actual rental cost for the machinery or equipment, including mobilization and demobilization costs. A receipt from the equipment supplier shall be submitted to the Project Engineer.
 - (c) For machinery or special equipment [other than small tools as herein defined in clause 8.3.4.5 (h)] rented by the Contractor or a related entity for use in the project, but which will also be used for the Force Account work, the use of which has been authorized by the Project Engineer, the Contractor will be paid the actual rental cost for the machinery or equipment. No additional mobilization and demobilization costs will be paid. A receipt from the equipment supplier shall be submitted to the Project Engineer.
 - (d) The rental rate for trucks not owned by the Contractor shall be those as established under the Hawaii State Public Utilities Commission, which will be paid for as an equipment item pursuant to paragraph 8.3.4.5. Rental rates for Contractor-owned trucks not listed in the Rental Rate Blue Book shall be agreed upon in writing by the Contractor and Project Engineer prior to the use of said trucks. If there is no agreement, the Project Engineer shall set the rate. The Contractor may contest the rate pursuant to Section 7.25, DISPUTES AND CLAIMS.
 - (e) The rental period shall begin at the time equipment reaches the site of work, shall include each day that the machinery or equipment is at the site of the work and shall terminate at the end of the day on which the equipment is no longer needed. In the event the equipment must standby due to work being delayed or halted by reason of design, traffic, or other related problems uncontrollable by the Contractor, excluding Saturdays, Sundays and Legal Holidays, unless the equipment is used to perform work on such days, the rental shall be two (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. Any hours or operation in excess of eight (8) hours in any one (1) day must be approved by the Project Engineer prior to the performance of such work.

- (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 Engineer prior to using the equipment. If the Project Engineer does not agree with the replacement cost, the Project Engineer shall set the replacement cost. The Contractor may contest the replacement cost pursuant to Section 7.25, DISPUTES AND CLAIMS.
 - (j) Should the item of equipment be rented from an unrelated entity, the rental cost will be treated as an equipment cost under paragraph 8.3.4.5.
 - (k) Transportation and/or Mobilization: The following provisions shall govern in determining the compensation to be paid to the Contractor for use of equipment or machinery on the Force Account method:
 - (1) The location from which the equipment is to be moved or transported shall be approved by the Project Engineer.

- (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 Engineer 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 Engineer, when the Contractor desires to use such equipment for other than Force Account work, the costs of mobilization and transportation shall be prorated between the Force Account and non- Force Account work.
- (l) Pickup trucks, vans, storage trailers, unless specifically rented for the Force Account work, shall be considered incidental to the Force Account work and the costs therefor are included in the markup allowed under Section 4.5, ALLOWANCES FOR OVERHEAD AND PROFIT.

8.3.4.6 STATE EXCISE (GROSS INCOME) TAX AND BOND - A sum equal to the current percentage rate for the State excise (Gross Income) tax on the total sum determined in paragraphs 8.3.4.1, 8.3.4.2, 8.3.4.3 and 8.3.4.4 above, and the bond premium shall be added as compensation to the Contractor. The actual bond premium not to exceed one percent (1%) shall be added to items covered by paragraphs 8.3.4.1, 8.3.4.2, 8.3.4.3 and 8.3.4.4 when applicable.

- (a) The compensation as determined in paragraphs 8.3.4.1, 8.3.4.2, 8.3.4.3, 8.3.4.4 and 8.3.4.5 above shall be deemed to be payment in full for work paid on a Force Account basis.

8.3.4.7 RECORDS - The Contractor and the Project Engineer shall compare records of the labor, materials and equipment rentals paid by the Force Account basis at the end of each day. These daily records, if signed by both parties, shall thereafter be the basis for the quantities to be paid for by the Force Account method. The Contractor shall not be entitled to payment for Force Account records not signed by the Project Engineer.

8.3.4.8 STATEMENTS - No payment will be made for work on a Force Account basis until the Contractor has submitted to the Project Engineer, duplicate itemized statements of the cost of such Force Account work detailed as follows:

- (a) Laborers - Name, classification, date, daily hours, total hours, rate, and extension for each laborer and foreman and also the amount of fringe benefits payable if any.
- (b) Equipment - Designation, dates, daily hours, total hours, rental rate, and extension for each unit of machinery and equipment.
- (c) Materials:
 - (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 Engineer. The monthly payment shall be based on the items of work satisfactorily completed and the value thereof at unit prices and/or lump sum prices set forth in the contract as determined by the Project Engineer 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 Engineer may retain the amount due for items of work for which payroll affidavits have not been submitted on a timely basis notwithstanding satisfactory completion of the work until such records have been duly submitted. The Contractor shall not be due any interest payment for any amount thus withheld.

8.4.3 PARTIAL PAYMENT FOR MATERIALS - The Contractor will also be allowed partial payments to the extent of ninety percent (90%) of the manufacturer's, supplier's, distributor's or

fabricator's invoice cost of accepted materials to be incorporated in the work on the following conditions:

8.4.3.1 The materials are delivered and properly stored at the site of the Work; or

8.4.3.2 For special items of materials accepted by the Project Engineer, the materials are delivered to the Contractor or subcontractor(s) and properly stored in an acceptable location within a reasonable distance to the site of the Work.

8.4.4 Partial payments shall be made only if the Project Engineer finds that:

8.4.4.1 The Contractor has submitted bills of sale for the materials or otherwise demonstrates clear title to such materials.

8.4.4.2 The materials are insured for their full replacement value to the benefit of the 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.

8.5 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 Upon final payment to the CONTRACTOR, full payment to the subcontractor, including retainage, shall be made within ten days after receipt of the money; provided that there are no bona fide disputes over the subcontractor's performance under the subcontract.

8.5.3 BONA FIDE DISPUTES - The existence of a bona fide dispute with a subcontractor or material supplier shall not release the Contractor of its prompt payment obligations as to all sums due that are not directly affected by such dispute.

8.5.4 FILING NON-PAYMENT COMPLAINT - Subcontractors and material suppliers may file in writing a complaint with the Executive Director regarding non-payment by the Contractor. Such complaint shall include:

8.5.4.1 The amount past due for work performed and already paid for by the Department;

8.5.4.2 That all the terms, conditions or requirements of its subcontract have been met; and

8.5.4.3 That no bona fide dispute over its performance exists. The Department will investigate the validity of the complaint.

8.5.5 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.

8.5.6 If the Project Engineer determines that the Contractor failed to make prompt payment required to a subcontractor or material supplier with whom it has no bona fide dispute, the Project Engineer shall inform the Contractor of the findings and request the Contractor make payment accordingly. If the Contractor does not act promptly, the Project Engineer shall take appropriate action as allowed under this Contract and / or refer the matter to the Contractor Licensing Board for appropriate action under Section 444-17, 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 if progress is satisfactory, the Project Engineer at its sole discretion may elect not to withhold further retainage. If progress is not satisfactory, the Department may continue to withhold as retainage sums not exceeding five percent (5%) of the amount earned.

8.6.2 The retainage shall not include sums deducted as liquidated damages from monies due or that may become due the Contractor under the Contract.

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

8.7 WARRANTY OF CLEAR TITLE - The Contractor warrants and guarantees that all work and materials covered by progress or partial payments made thereon shall be free and clear of all liens, claims, security interests or encumbrances, and shall become the sole property of the Department. This provision shall not, however, be construed as an acceptance of the work nor shall it be construed as relieving the Contractor from the sole responsibility for all materials and work upon which payments have been made or the restoration of any damaged work, or as waiving the right of the Department to require the fulfillment of all the items of the Contract.

8.7.1 LIENS AND WARRANTIES - Goods provided under this Contract shall be provided free of all liens and provided together with all applicable warranties, or with the warranties described in the Contract documents, whichever are greater.

8.8 FINAL PAYMENT

8.8.1 Upon final payment to the CONTRACTOR, full payment to the subcontractor, including retainage, shall be made within ten days after receipt of the money; provided that there are no bona 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 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.

END OF ARTICLE 8

GENERAL REQUIREMENTS

GENERAL

- 1.01 GENERAL PROVISIONS: The General Conditions of the Contract and any supplementary conditions as agreed upon between the HHFDC and the Contractor are a part of this Contract and shall govern the Work.
- 1.02 DESCRIPTION OF WORK AREAS: The work consists of repair of an existing eight (8) inch sewer pipe and the rehabilitation of the identified pipe segments utilizing the cured-in-place pipe (CIPP) lining method on Kama'aha Loop in the Villages of Kapolei as depicted in the Project Figures and outlined in the Technical Specifications.
- 1.03 WORK COVERED BY THE CONTRACT DOCUMENTS:
- A. Repair of an existing eight (8) inch sewer pipe, inclusive of excavation, pipe replacement, backfilling, and pavement restoration, and all incidentals to complete the work.
 - B. Rehabilitation of the identified pipe segments utilizing the cured-in-place pipe (CIPP) lining method, restore connections, and maintain sewer service during the work, and all incidentals to complete the work.
 - C. All related work including, but not limited to traffic control and environmental pollution control as required and specified herein.
- 1.04 GENERAL INSPECTION REQUIREMENTS:
- A. SCOPE. The contractor shall furnish supervision, labor, equipment and incidentals necessary to complete the work as described in these General Requirements and Technical Specifications.
 - B. DESCRIPTION OF WORK. The work consists of the repair of an existing eight (8) inch sewer pipe and the rehabilitation of the identified pipe segments by cured-in-place pipe (CIPP) lining method on Kama'aha Loop in the Villages of Kapolei and all incidental work to restore all areas impacted by the construction, and flow control measures to keep the existing sewer system operational at all times.
- 1.05 TIME OF COMPLETION: The time of completion for all work in the Contract shall be incidental and be completed within the one hundred twenty (120) day performance period of this contract from the date of commencement indicated in the written Notice to Proceed. Any extension

of Contract time will be subject to the approval of the Executive Director as indicated in these Specifications.

- 1.06 CONTINGENCY: An allowance of Fifty Thousand Dollars (\$50,000) is reserved for Archaeological Monitoring and Archaeological Findings Mitigation, as well as unforeseen or emergency work related to this Contract. If necessary, additional inspection work shall be based on the unit prices as provided by the Contractor in the Form of Bid. The contingency allowance shall be applied to work only as authorized by HHFDC and performed by the Contractor. Work shall not commence on any allowance work prior to issuance of written authorization of HHFDC, except in emergency cases. Further, the HHFDC may require that the Contractor submit invoices, receipts or other information, prior to payment.

PROJECT FIGURES

LEGEND:

2019199 Sewer ID No.

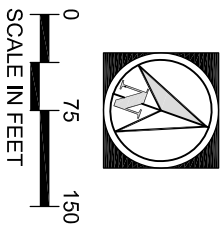
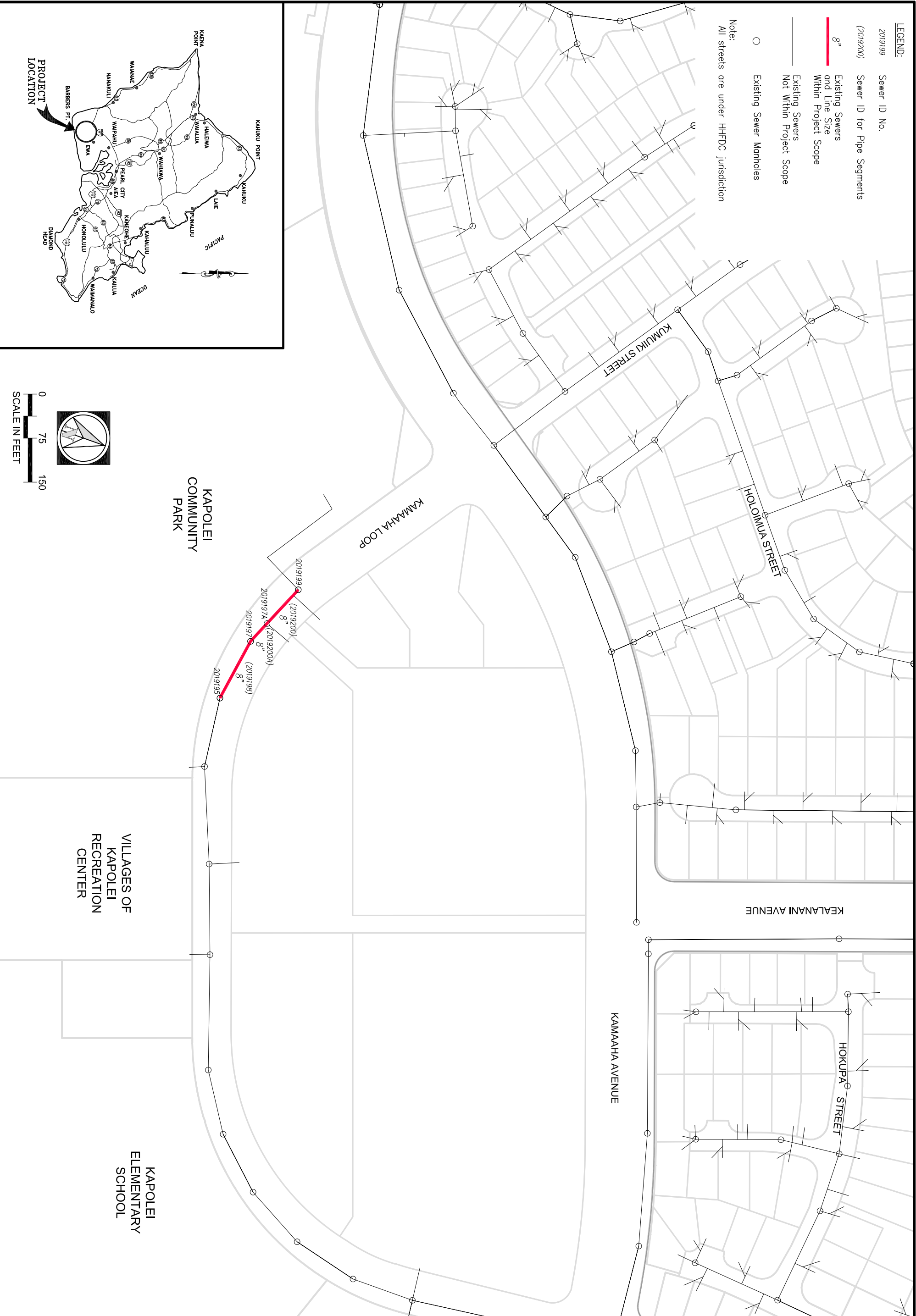
(2019200) Sewer ID for Pipe Segments

8" Existing Sewers and Line Size Within Project Scope

Existing Sewers Not Within Project Scope

Existing Sewer Manholes

Note: All streets are under HHFDC jurisdiction

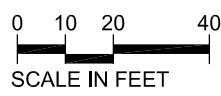
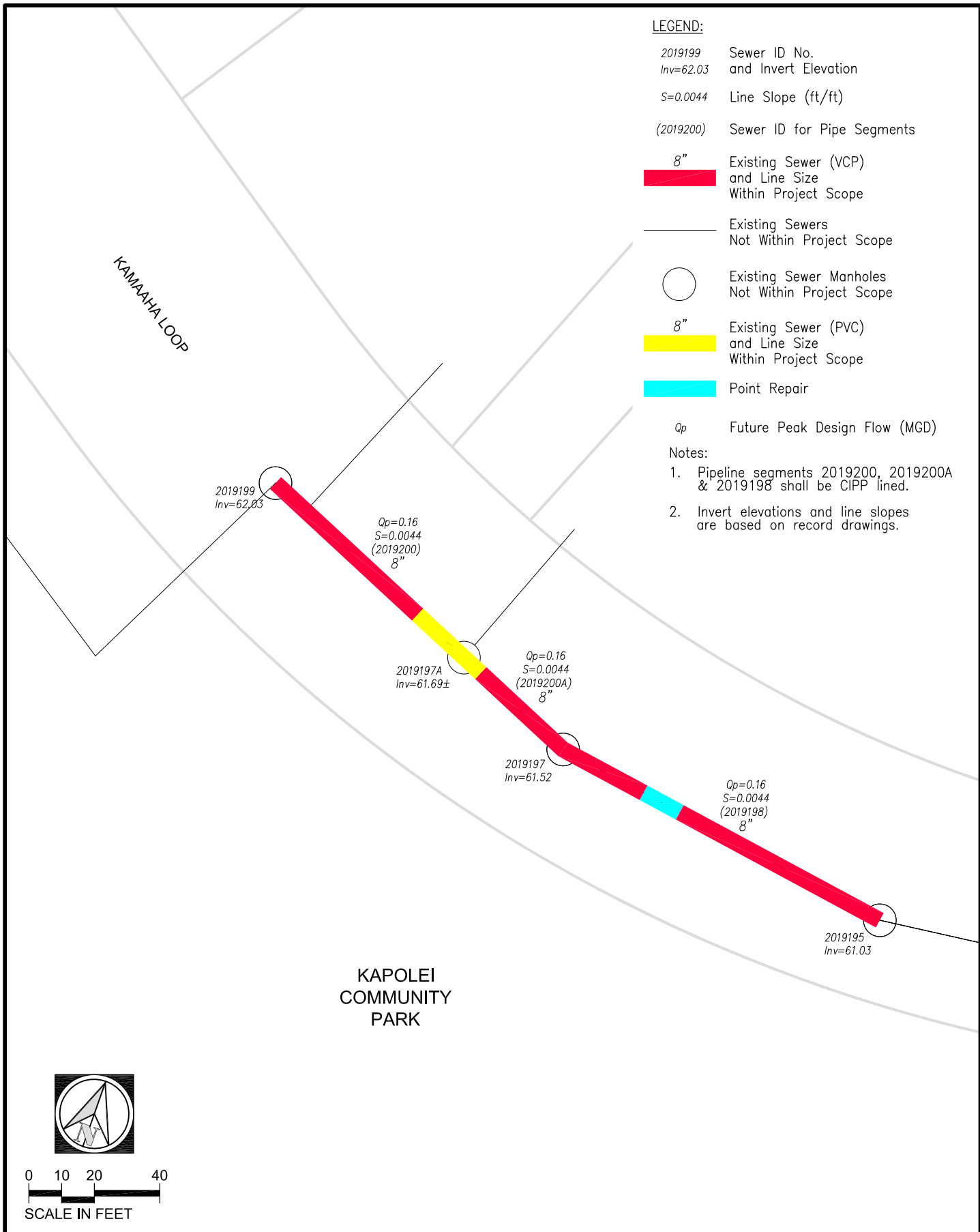


PROJECT SITE MAP

CAD DRAWING:	3073-00-SITE
SCALE:	AS NOTED
DATE:	December 2015
PROJECT #:	3073-00

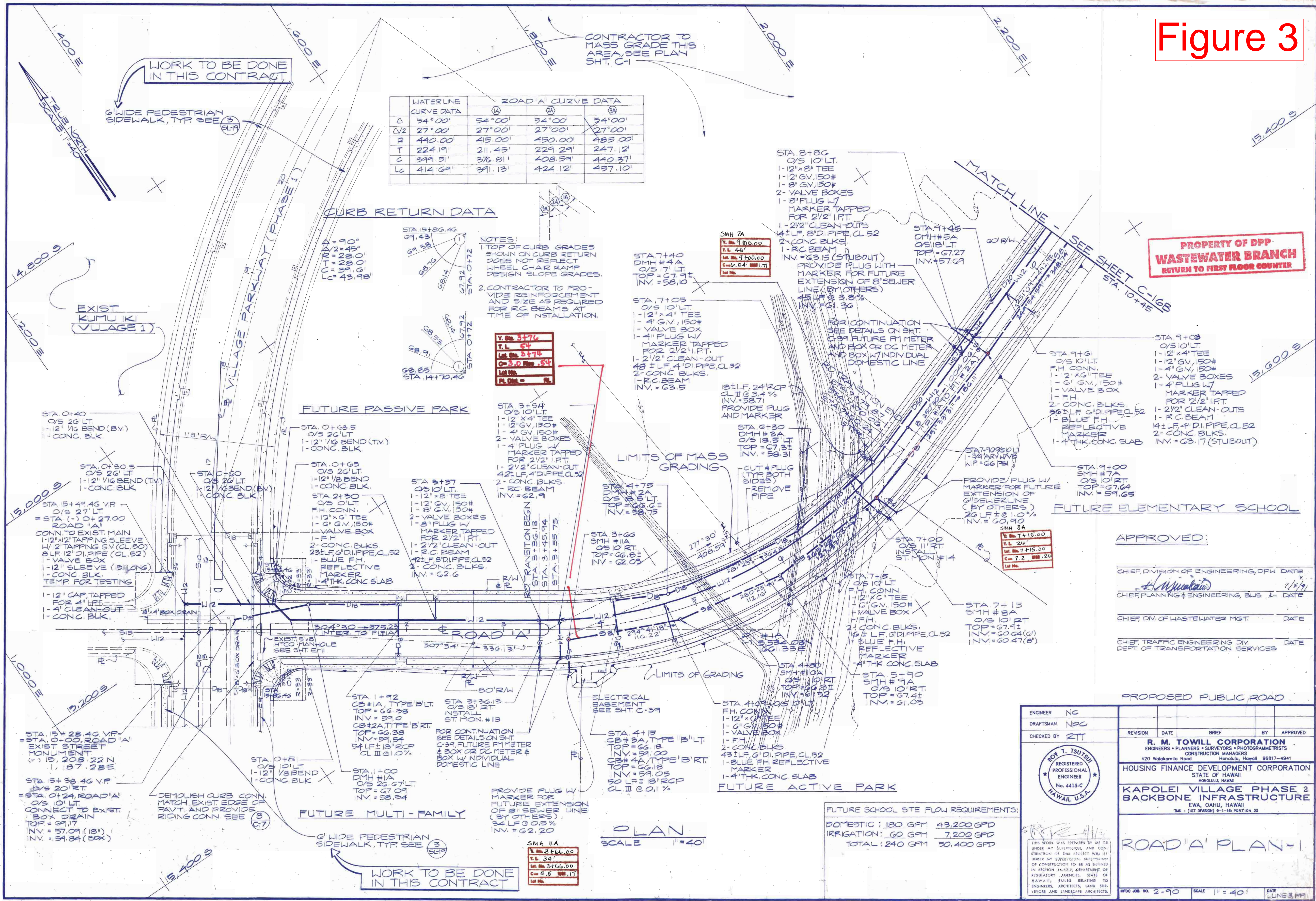
FIGURE

1



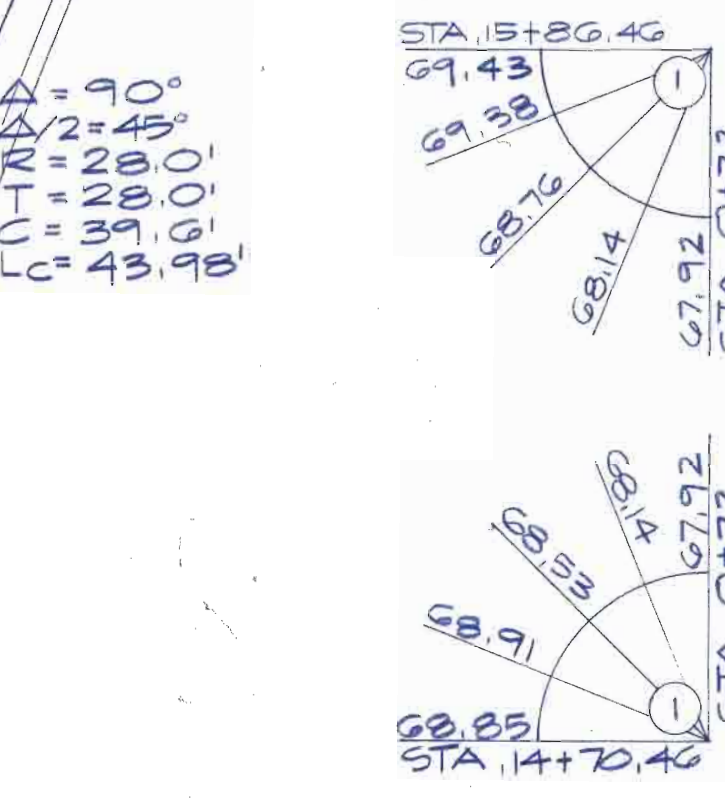
CAD DRAWING: 3073-00-DATA	REPAIR AND SEWER REHABILITATION		FIGURE
DATE: December 2015			2
SCALE: As Noted			
PROJECT #: 3073-00			

Figure 3



WATERLINE CURVE DATA	ROAD 'A' CURVE DATA		
	(A)	(B)	(C)
Δ	34°00'	34°00'	34°00'
Δ/2	27°00'	27°00'	27°00'
R	440.00'	415.00'	430.00'
T	224.19'	211.45'	229.29'
C	399.51'	376.81'	408.59'
LC	414.69'	391.13'	424.12'
			437.10'

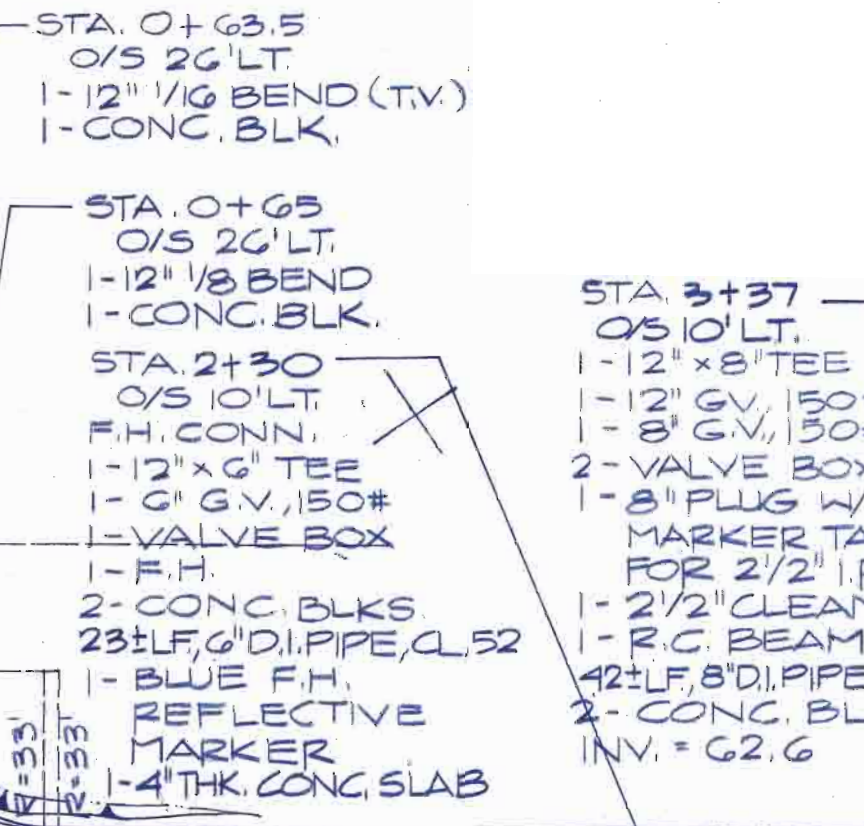
CURB RETURN DATA



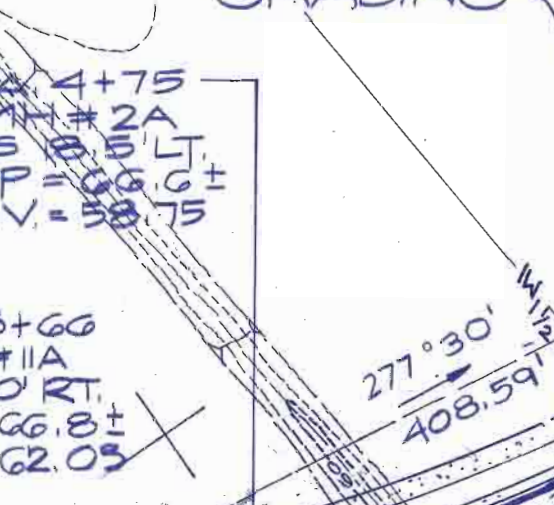
- NOTES:**
- TOP OF CURB GRADES SHOWN ON CURB RETURN DOES NOT REFLECT WHEEL CHAIR RAMP DESIGN SLOPE GRADES.
 - CONTRACTOR TO PROVIDE REINFORCEMENT AND SIZE AS REQUIRED FOR RC BEAMS AT TIME OF INSTALLATION.

Y. No. 3176
T.L. 54
L. No. 3174
C=3.0 R=54
L. No.
P. No. = 11

FUTURE PASSIVE PARK



LIMITS OF MASS GRADING



FUTURE MULTI-FAMILY



PLAN SCALE 1"=40'

FUTURE SCHOOL SITE FLOW REQUIREMENTS:

DOMESTIC	: 180 GPM	43,200 GPD
IRRIGATION	: 60 GPM	7,200 GPD
TOTAL	: 240 GPM	50,400 GPD

PROPERTY OF DPP WASTEWATER BRANCH RETURN TO FIRST FLOOR COUNTER

APPROVED:

CHIEF, DIVISION OF ENGINEERING, DPW DATE 7/5/94

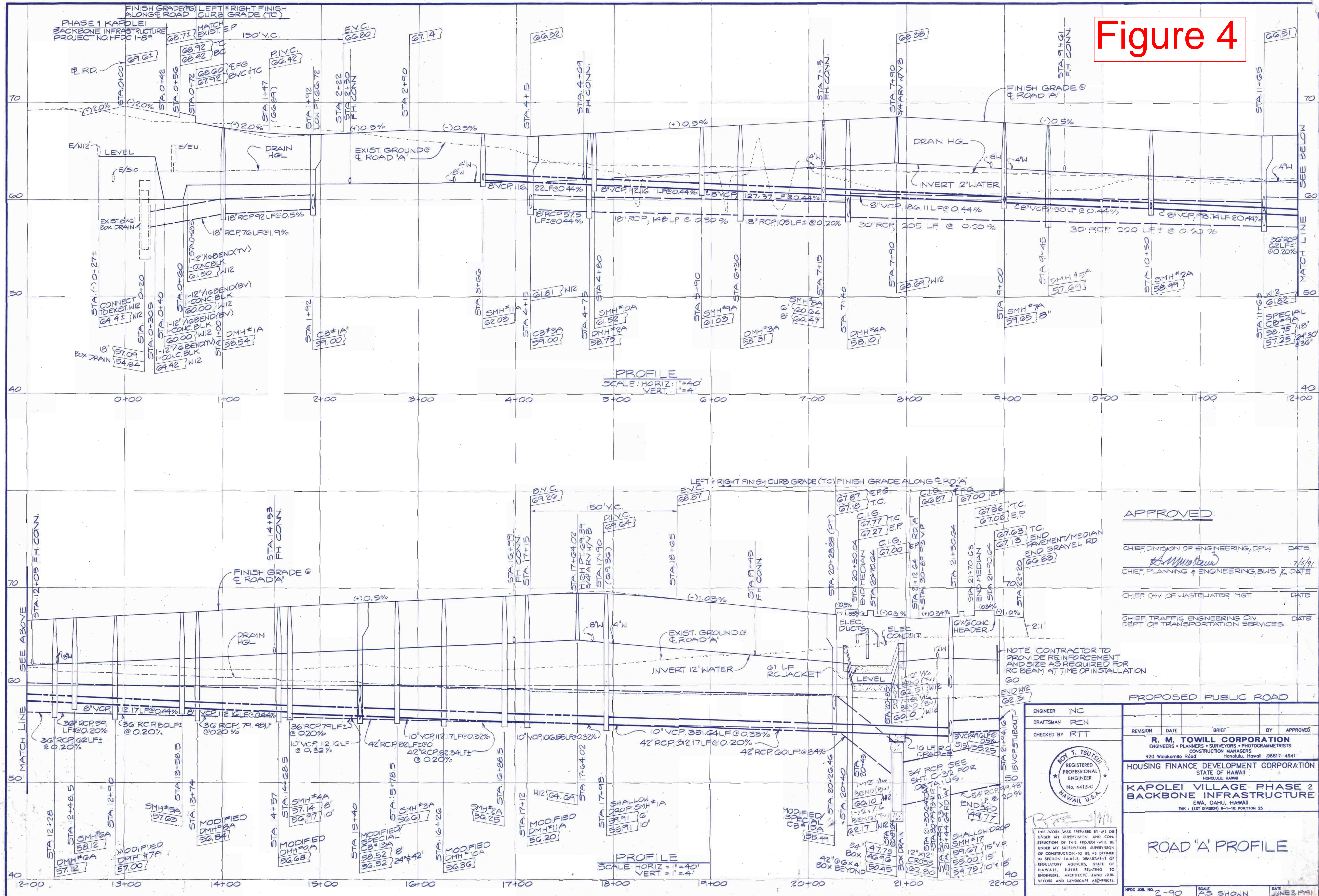
CHIEF, PLANNING & ENGINEERING, BWS DATE

CHIEF, DIV. OF WASTEWATER MGT. DATE

CHIEF, TRAFFIC ENGINEERING DIV. DEPT. OF TRANSPORTATION SERVICES DATE

ENGINEER	NC	REVISION	DATE	BRIEF	BY	APPROVED
DRAFTSMAN	NPC	R. M. TOWILL CORPORATION ENGINEERS • PLANNERS • SURVEYORS • PHOTOGRAMMETRISTS 420 Waiakamilo Road, Honolulu, Hawaii 96817-4941				
CHECKED BY	RJT	HOUSING FINANCE DEVELOPMENT CORPORATION STATE OF HAWAII HONOLULU, HAWAII				
		KAPOLEI VILLAGE PHASE 2 BACKBONE INFRASTRUCTURE EWA, OAHU, HAWAII TRK. 1 (1ST DIVISION) 9-1-18 PORTION 25				
THIS WORK WAS PREPARED BY ME OR UNDER MY SUPERVISION, AND CONSTRUCTION OF THIS PROJECT WILL BE UNDER MY SUPERVISION, SUPERVISION OF CONSTRUCTION TO BE AS DEFINED IN SECTION 16-43-2, DEPARTMENT OF REGULATORY AGENCIES, STATE OF HAWAII, RULES RELATING TO ENGINEERS, ARCHITECTS, LAND SURVEYORS AND LANDSCAPE ARCHITECTS.		HFDCC JOB. NO. 2-90 SCALE 1"=40' DATE JUNE 3, 1994				

Figure 4



APPROVED:

CHIEF DIVISION OF ENGINEERING, DPW DATE 7/5/91

CHIEF PLANNING & ENGINEERING, BWS DATE

CHIEF DIV. OF WASTEWATER MGT. DATE

CHIEF TRAFFIC ENGINEERING DIV. DATE

DEPT. OF TRANSPORTATION SERVICES

NOTE CONTRACTOR TO PROVIDE REINFORCEMENT AND SIZE AS REQUIRED FOR RC BEAM AT TIME OF INSTALLATION

PROPOSED PUBLIC ROAD

ENGINEER	NC
DRAFTSMAN	PCN
CHECKED BY	RTT

REVISION	DATE	BRIEF	BY	APPROVED
R. M. TOWILL CORPORATION ENGINEERS • PLANNERS • SURVEYORS • PHOTOGRAMMETRISTS CONSTRUCTION MANAGERS 420 Waiakamilo Road Honolulu, Hawaii 96817-4941				
HOUSING FINANCE DEVELOPMENT CORPORATION STATE OF HAWAII HONOLULU, HAWAII				
KAPOLEI VILLAGE PHASE 2 BACKBONE INFRASTRUCTURE EWA, OAHU, HAWAII TRK 1 (1ST DIVISION) 9-1-16 PARTION 25				

ROY T. TSUTSUI
REGISTERED PROFESSIONAL ENGINEER
No. 4415-C
HAWAII, U.S.A.

THIS WORK WAS PREPARED BY ME OR UNDER MY SUPERVISION, AND CONSTRUCTION OF THIS PROJECT WILL BE UNDER MY SUPERVISORY SUPERVISION OF CONSTRUCTION TO BE AS DEFINED IN SECTION 10-82.3, DEPARTMENT OF REGULATORY AGENCIES, STATE OF HAWAII, RULES RELATING TO ENGINEERS, ARCHITECTS, LAND SURVEYORS AND LANDSCAPE ARCHITECTS.

HDC JOB NO. 2-90 SCALE AS SHOWN DATE JUNE 3, 1991

G-100 SHEET 25 OF 184 SHEETS

ROAD "A" PROFILE

TECHNICAL SPECIFICATIONS

SECTION 1 EXAMINATION OF SITE

1. Bidders shall carefully examine the Project site, review the CCTV video recordings, pipeline inspection reports, and shall thoroughly familiarize themselves with the existing conditions present at the site and the amount and kind of work to be performed. The submission of a bid shall be considered as a warranty that the bidder has made such examination and has acknowledged the conditions to be encountered in performing the work.

The CCTV video recordings and pipeline inspection reports are attached to and made a part of the bid documents.

END OF SECTION 1

SECTION 2 PERMITS AND LICENSES

1. GENERAL

The Contractor shall be responsible for all applicable permits, charges, and fees required for completion of the Project. The Contractor shall consult with all appropriate City and other governmental agencies to determine the applicable permits, charges and fees required for the Project. Unless otherwise specified in the Contract, two (2) copies of all permits required for the Project shall be submitted to the Officer-in-Charge.

Permits, charges, and fees required for the Project may include, but not be limited to, the following:

- A. Sidewalk and Driveway Permit
- B. Excavation Permit
- C. Street Usage Permit (City)
- D. Fire Hydrant Usage Permit
- E. Chapter 55 Water Pollution Control, Hawaii Administrative Rules, Title 11, State Department of Health, permits for discharges of storm water runoff associated with construction, discharges of hydro test waters, discharges associated with construction activity dewatering, etc.
- F. Permit to Discharge Effluent into the City and County Separate Storm Sewer System
- G. Construction Dewatering Permit for Discharge into the City and County Separate Storm Sewer System
- H. Community Noise Control Permit
- I. Noise Variance Permit
- J. Industrial Wastewater Discharge Permit (IWDP) for Temporary Discharges into the City's Sewer System
- K. Dumping Charges
- L. Building Permit
- M. Right of Entry Permits

N. Use of Facilities Permit

2. NOISE VARIANCE

A. If the Contractor's methods and procedures and/or work hours will cause the allowable noise levels to be exceeded, the Contractor shall obtain and comply with the requirements of a noise variance as required by the State Department of Health for the project.

B. The Contractor shall be solely responsible for obtaining and complying with the noise variance requirements.

C. General

If bypass pumping and other work is required to be performed at night, the Contractor shall apply and obtain necessary approvals for noise variance as required at no additional cost to HHFDC and no additional contract time.

D. Noise and Complaint Mitigation Measures

Noise mitigation measures during the noise variance hours shall include:

- 1) Use properly muffled construction equipment. Generators and/or pumps shall be muffled, placed in noise attenuation enclosures as required, and be located away from residences to the extent practicable.
- 2) Traffic noise from heavy vehicles traveling to and from the construction site shall be minimized near residences.
- 3) Do not use vehicle reverse signal alarms. Alternate methods, such as using an employee signaling, shall be used.

E. Noise Monitoring and Applicable Noise Limits

Pursuant to Hawaii Revised Statutes, Chapter 342F, Section 342(d)(3), perform noise sampling during the variance hours and report the results of such sampling to the Noise, Radiation, and Indoor Air Quality Branch of the Department of Health and to the Officer-in-Charge.

If HHFDC receives numerous complaints about the noise level, the operations shall be stopped until additional noise mitigation measures are implemented.

F. Resident Notification

Give all residents located near the construction area sufficient notice regarding the project plans, the telephone number of the Contractor's contact person, as well as progress reports, during the construction of the project. Provide a copy of the notices and address list to the Officer-in-Charge for acceptance before distribution.

Residents that may be impacted by off-hours construction activity shall be given sufficient notice regarding the project allowing them to prepare for coping with noise emanation from the project.

3. INDUSTRIAL WASTEWATER DISCHARGE PERMIT (IWDP) FOR TEMPORARY DISCHARGE INTO THE CITY AND COUNTY SEWER SYSTEM

The Contractor will initiate the IWDP process with the Department of Environmental Services (ENV) subject to the conditions discussed below. The objective of the IWDP application is to provide the Contractor a viable means of disposing of construction dewatering effluent. The IWDP is also intended to apply to sewer disposal of chlorinated and non-chlorinated hydrotesting water used for testing of sewer and water lines.

The Contractor shall follow-up the IWDP application process by providing all additional data, including but not limited to site specific best management practices plan and detailed dewatering plan, information, etc. requested by the ENV and by obtaining approval of the IWDP application from ENV. The follow-up shall commence upon Award of Contract and as directed by the Officer-in-Charge. All additional data shall be submitted to ENV no later than 20 calendar days after the official Notice-to-Proceed date, unless otherwise approved by the Officer-in-Charge. The Contractor shall submit a copy of his final IWDP application or his additional data submitted to ENV to the Officer-in-Charge.

Data regarding site characterization and evaluation and water quality constituents will be included in the IWDP application.

The Contractor shall be responsible for all information in the IWDP application. The Contractor shall be solely responsible for obtaining the final approved IWDP and for proper implementation and monitoring of the conditions and plans contained in the IWDP.

For bidding purposes, it shall be assumed that dewatering and other discharges to the sewer system shall not exceed 150 gallons per minute and shall be adequately treated by sedimentation and/or filtration to remove settleable grit and large particles from the flowstream and eliminate sedimentation of these particles in the City's sewer lines. The Contractor shall monitor downstream manholes for signs of surcharging that may be caused

by his discharges. To reduce surcharging and spill potential, the Contractor shall have the option of requesting existing partially clogged sewers be cleaned by a sewer cleaning contractor to clean the sewers at no cost to HHFDC. During heavy rainfall (rainfall at a rate of more than 2 inches per hour), the Contractor shall either terminate discharges to the sewer system or monitor critical downstream manholes for potential spillage and backups into homes. The Contractor shall be responsible for any fines or damage to property caused by sewage spills and backups into homes where it is determined that the spill is caused by the Contractor's additional discharge to the sewer system.

4. BUILDING PERMIT

The Contractor will be responsible for obtaining the necessary building/plumbing permit for all work including any work to be performed on private property. The permit for work on private property shall be signed by the property owner.

5. TIME

Time required to obtain all permits is considered part of the construction period of this contract.

6. MEASUREMENT AND PAYMENT

Payment for all costs and work covered by this section shall not be made directly but shall be considered incidental and included in the prices bid for the various items of work in the Proposal Schedule.

END OF SECTION 2

SECTION 3 PERMITTED WORK HOURS

The Contractor for this project shall perform all construction activity within permitted work hours as listed below.

1. Normal Work Hours

For work within the State public roadway, the Contractor may work from 8:30 a.m. to 3:00 p.m., Monday through Friday, except holidays.

2. Extended Work Hours

The Contractor shall notify the Officer-in-Charge and the applicable agencies of any work to be done before and/or after normal work hours. No claim for financial compensation or claim for lost time in the project schedule shall be made by the Contractor, should any of the extended hours be denied.

END OF SECTION 3

SECTION 4 TELEPHONE, ELECTRICAL AND WATER SERVICES

The Contractor shall make his own arrangements for all telephone, electrical, and water services required for the performance of the Contract and shall be responsible for all costs for arranging and utilizing such services. The cost of the work covered by this section shall not be paid for directly, but shall be considered incidental and included in the prices bid for the various items of work in the Proposal Schedule.

END OF SECTION 4

SECTION 5 EXISTING UTILITIES

1. GENERAL

- A. The Contractor shall be responsible for maintaining all existing utilities and services in full operation at all times. Such utilities and services shall include but not be limited to sewer, water, drainage, electrical, gas, telephone, cable television, fuel, fire alarm cable, and communication utilities and services.
- B. The Contractor shall be responsible for locating and protecting of existing surface and subsurface utilities, poles, improvements, structures and facilities within and abutting the project site, trench excavations, borrow sites, and other work areas. The Contractor shall comply with all City, State and Federal requirements to locate existing utilities prior to construction. Any utilities that the Contractor encounters during the progress of the work, such as telephone lines and ducts, electric lines and ducts, water lines, sewer lines, gas lines, drainage pipes, cable television lines, overhead utility lines, fuel lines, fire alarm cables, and communications lines and ducts, shall not be disturbed or damaged unless otherwise instructed in the specifications. The Contractor shall notify the Officer-in-Charge and the affected utility company immediately of any damaged or disturbed utility.
- C. The Contractor shall notify the Officer-in-Charge immediately whenever a sewer facility is damaged. All costs incurred by HHFDC caused by Contractor-related damages, such as sewer backups, spills, overflows, shall be billed to and paid by the Contractor. Any subsequent fines, imposed upon HHFDC by the Environmental Protection Agency (EPA) and/or State Department of Health will be billed to and paid by the Contractor.
- D. When the trench excavation is adjacent to, above, or beneath existing surface and subsurface utilities, poles, improvements, structures or facilities, the Contractor shall be responsible for properly sheeting and bracing the excavation to prevent slides, cave-ins and settlements, and for protecting and providing support to the existing surface and subsurface utilities, poles, improvements, structures or facilities with beams, struts or underpinnings as required to ensure that no movement or damages occur.
- E. The Contractor shall determine the locations and depths of facilities and exercise proper care in excavating in the area. The Contractor shall make an independent check of the ground prior to the start of construction to ascertain the existence and the exact location of all utilities and facilities. All existing utilities, facilities and improvements shall be protected from

damage, and if damaged shall be repaired by the Contractor at his own expense.

- F. Unless otherwise specified, the Contractor shall be fully responsible for any and all damages, injuries, death and expenses to property and persons from accidents to and from existing utilities and facilities. The Contractor shall repair, restore or reconstruct at its cost any damage to the disturbed utilities and facilities to the pre-existing condition. Any damage claims due to the disruption of service caused by the utilities being damaged shall be paid by the Contractor, who shall save harmless HHFDC from all suits, actions or claims of any character brought on account of such action.

2. PROTECTION

All existing utilities to remain in use shall be protected at all times by the Contractor during construction unless specified on the plans to be abandoned. The Contractor shall not interrupt the service function or disturb the support of any utility, such as the base and thrust blocks, without authority from HHFDC. All valves, switches, vaults and meters shall be maintained readily accessible for emergency shut off.

3. RELOCATION

- A. When temporary and permanent relocations of existing BWS, HECO, Oceanic Cablevision, Hawaiian Telcom or other utilities are required because they pose conflicts with the installation of the proposed Project improvements:
 - 1) The Contractor shall be responsible for notifying and arranging for the respective utility company to perform the actual relocation of the utility, for properly coordinating the work, and for directly reimbursing the utility company for its costs.
 - 2) The Contractor shall be responsible for performing all other necessary work, including but not limited to, excavation, backfilling, and surface restoration required to complete the relocation of the utility as agreed with the respective utility and to the design standards of the utility.
 - 3) For the BWS, the Contractor shall be responsible for directly performing all of the work required to complete the relocation, including any design work that may be necessary. All work shall be coordinated with BWS and shall be performed in accordance with BWS standards and regulations.

- 4) For HECO, Oceanic Cablevision, and Hawaiian Telcom, the Contractor shall be responsible for designing and constructing all utility structures, including but not limited to underground duct lines and manholes/handholes to the design standards of the utility.
 - 5) If the underground utility is privately owned, the Contractor shall perform all necessary work to the design standards approved by the Officer-in-Charge.
- B. For all temporary and permanent relocations of existing BWS, HECO, Oceanic Cablevision, Hawaiian Telcom and other utilities for the Contractor's convenience, the Contractor shall be responsible for all responsibilities and work detailed hereinbefore in this section titled RELOCATION.

4. HAWAIIAN ELECTRIC COMPANY (HECO) FACILITIES

The project site will be near existing HECO underground facilities which would remain energized during construction, the Contractor's attention is directed to the following conditions:

- A. The location of HECO's underground facilities shown on the plans are from existing records with varying degrees of accuracy and are not guaranteed as shown. The Contractor shall coordinate all work closely with HECO and shall exercise extreme caution whenever construction crosses or is in close proximity to HECO's underground lines. Adequate clearances shall be maintained when operating equipment near the underground lines.
- B. The Contractor shall comply with the State of Hawaii's Occupational Safety and Health Law (HIOSH).
- C. When trench excavation is adjacent to, above, or beneath existing HECO surface or subsurface utilities, ducts, poles, structures or facilities, the Contractor shall be responsible for properly sheeting and bracing the excavation to prevent slides, cave-ins and settlements and for protecting and providing support to the existing surface or subsurface utilities, ducts, poles, structures or facilities with beams, struts, or underpinning as required to ensure that no movement or damages occur to such improvements.
- D. For pole bracing instructions, the Contractor shall contact HECO, a minimum of 2 weeks in advance.
- E. Should it become necessary, any work required to relocate HECO facilities shall be done by HECO; the Contractor shall be responsible for all coordination.

- F. The Contractor shall be liable for any damages to HECO's facilities. The Contractor shall report any damages to HECO's facilities to HECO.

5. WATER SYSTEM SPECIFICATIONS

- A. The Honolulu BWS's "WATER SYSTEM STANDARDS" dated 2002 and the "WATER SYSTEM EXTERNAL CORROSION CONTROL STANDARDS", Volume 3, dated 1991, and all subsequent amendments and additions, shall apply to any water main construction that may be necessary for this project. Should a discrepancy exist between the Standards and these specifications, the latter shall govern.
- B. The Contractor shall notify the BWS and the Officer-in-Charge in writing one week prior to commencing work on the water system if such work becomes necessary.
- C. The Contractor shall notify the BWS of any damage to the existing mains, and the Board of Water Supply will perform the necessary repairs. All costs incurred in this work shall be paid for by the Contractor.

6. COORDINATION WITH UTILITY AGENCIES AND OTHERS

Whenever the trench work crosses or is in close proximity to underground utilities, or if for other reasons during the course of the work it becomes necessary to relocate existing utilities, the Contractor shall notify the Utility Notification Center, which serves as The One-Call center for Hawaii. In addition, the Contractor shall notify and coordinate his operations with the respective agencies affected.

The One-Call center provides advanced warning to excavators of the location of subsurface installations in the area of an excavation for the purpose of protecting those installations from damage. The phone number to request location of underground utilities is (866) 423-7287. To submit a request via the internet visit www.digsafelyhawaii.com. The website includes what information needs to be submitted by the Contractor prior to excavation and a downloadable Locate Request Form. It also contains a link to Hawaii law Hawaii Revised Statutes HRS Chapter 269E "One Call Center Advance Warning to Excavators".

7. DELAYS

- A. The Contractor shall notify the Officer-in-Charge of its construction schedule insofar as it affects the protection, removal or relocation of utilities. Said notification shall be in writing and shall be included as part of the construction schedule. The Contractor shall notify the Officer-in-Charge in writing of any subsequent changes in the construction schedule

which will affect the time available for protection, removal or relocation of utilities.

- B. The Contractor shall be responsible to give proper written notification to the utility companies and government agencies that have utilities in-place and to cooperate with them in any protection, relocation, or readjustment work. Failure of any utility Owner in performing its work due to improper notification or poor coordination by the Contractor, which results in a delay of the Contractor's work, shall not be grounds for requesting an extension of time or damages.
- C. The Contractor will not be entitled to damages or additional payment for delays attributable to utility relocations or alterations if correctly located, noted and completed in accordance with this section.

8. MEASUREMENT AND PAYMENT

- A. The Contractor shall bear all costs for relocations of utilities done for his convenience, including all labor, materials, equipment, incidental, and utility company reimbursement costs.
- B. Payment for protection of existing utilities located adjacent to proposed Project improvements shall not be paid for directly but shall be considered incidental to the respective work.

END OF SECTION 5

SECTION 6

MAINTAINING THE EXISTING WASTEWATER SYSTEM

The existing wastewater system and facilities shall be fully operational at all times.

When the existing wastewater system and facilities are affected by the Contractor's performance of the Contract, the Contractor shall provide adequate provisions to insure that sewage flow is maintained without spillage. Within 30 calendar days after the Notice to Proceed date, the Contractor shall submit a Wastewater Spill Mitigation Plan for approval to the Officer-in-Charge. The Wastewater Spill Mitigation Plan shall detail the procedures and provisions that the Contractor will implement to insure uninterrupted sewage flow throughout the Project and, should a spill occur, regulatory agencies' requirements are satisfied. Any revisions to the plan requested by the above agencies prior to approval shall be the responsibility of the Contractor. No construction activities involving the existing wastewater system and facilities will be allowed until the Contractor's Wastewater Spill Mitigation Plan has been approved.

The Contractor's Wastewater Spill Mitigation Plan, at minimum, shall include:

1. The Contractor's sewage diversion and bypass pumping plan which shall be approved by the Officer-in-Charge before any diversion of sewage flows has started.
2. Specific details of all work which will affect the existing wastewater facilities.
3. A project schedule indicating when work affecting the existing wastewater facilities will occur.
4. Spill prevention, mitigation, containment, treatment, cleanup and disposal provisions including disposal site(s), and procedures to be implemented whenever wastewater facilities are affected. Reference TECHNICAL SPECIFICATIONS Section 12, "Environmental Pollution Control".
5. Reporting requirements that conform to the protocol in HAR Chapter 11-62, Appendix B, entitled Responses for Wastewater Spills, Overflows, and Discharges ("Spills"). Reporting requirements shall also include immediately informing the Officer in Charge prior to initiating the protocol and immediate coordination with Hawaii Department of Health and EQ (telephone no. 692-5096) through the Officer-in-Charge. In the reporting requirements, revise the fax number for DOH Wastewater Branch to 586-4300. The Contractor shall obtain a current official copy of the protocol from the Department of Health.
6. Acknowledgement of the requirements of TECHNICAL SPECIFICATIONS Section 2, "Permits and Licenses".
7. Identification of potential liabilities involved with working with the wastewater system, sewage spills, reporting requirements should spills occur, and monitoring requirements of pollutant discharges into receiving waters.

The Contractor shall be liable for any fines and damages relating to sewage spills or the failure to maintain normal sewage flows in the existing wastewater system. The

Contractor shall be responsible for coordination of his work with the Officer-in-Charge to insure that his intended work procedures will be compatible with the design and operation of the existing wastewater system and the new wastewater improvements being constructed under the Project.

The Contractor shall be responsible for any damages to the existing wastewater system and facilities caused by his construction activities. This includes, but is not limited to, existing sewer lines, manholes, and other improvements.

The Contractor shall be responsible for all costs and any claims, and to return all affected facilities and property back to its original working conditions. This includes, but is not limited to, restoring or replacing all materials, equipment, property, or improvements damaged or disturbed as a result of the Contractor's activities.

The Contractor shall keep all existing sewer manholes and sewer lines accessible to maintenance crews at all times. Temporary barricades, steel plating, and other provisions shall be installed as required to allow emergency access to these existing sewer facilities at all times. In addition, access shall not be blocked or hindered by the Contractor's parked vehicles or stored equipment and materials.

Payment for all costs and work performed under this section shall not be made directly but shall be considered incidental and included in the prices bid for the various items of work in the Proposal Schedule.

END OF SECTION 6

SECTION 7 CONFINED SPACE ENTRY

1. GENERAL

For entry by Contractors and HHFDC personnel, including its inspectors and representatives, into a permit required confined space as defined in 29 CFR Part 1910.146(b), the Contractor shall be responsible for providing:

- A. All safety equipment required by the confined space regulations applicable to all parties other than construction industry, to include, but not limited to, the following:
 - 1) Full body harnesses for up to two (2) personnel.
 - 2) Lifeline and associated clips.
 - 3) Ingress/egress and fall protection equipment.
 - 4) Two-way radios (walkie-talkies) if out of line-of-sight.
 - 5) Emergency (escape) respirator (10 minute duration).
 - 6) Cellular telephone to call for emergency assistance.
 - 7) Continuous gas detector (calibrated) to measure oxygen content, and concentrations of hydrogen sulfide, carbon monoxide and flammable gases (capable of monitoring at a distance at least 20-feet away).
 - 8) Personnel multi-gas detector to be carried by inspector.
- B. All safety equipment shall comply with the standards of the Occupational Safety and Health Administration and all applicable Federal, State, and City laws and regulations relating to safety.
- C. Continuous forced air ventilation (and evacuation at adjacent manhole) adequate to provide safe entry conditions.
- D. One attendant/rescue personnel topside (two, if conditions warrant it) for each entrant into a confined space.

2. MEASUREMENT AND PAYMENT

All costs and work necessary to meet the requirements of this section shall not be measured and paid for directly but shall be considered incidental and included in the prices bid for the various items of work in the Proposal Schedule.

END OF SECTION 7

SECTION 8 WORK ON STREETS AND ROADWAYS

The Contractor shall obtain necessary permits from the Department of Transportation Services (DTS), City and County of Honolulu and/or the Department of Transportation (DOT), Highways Division, State of Hawaii, before work on any portion of a public street or highway under the jurisdiction of the City and/or State may begin if required.

The Contractor shall provide, install, and maintain all necessary signs and other protective facilities, which shall conform with the "Hawaii Administration Rules Governing the Use of Traffic Control Devices at Work Sites On or Adjacent to Public Streets and Highways" adopted by the Director of Transportation, and the current U.S. Federal Highway Administration's "Manual on Uniform Traffic Control Devices for Street and Highways, Part VI Traffic Controls for Street and Highway Construction and Maintenance Operations" and the provisions of TECHNICAL SPECIFICATIONS Section 10, "Traffic Control." Payment for providing, installing, and maintaining signs and other protective facilities shall be as specified in Section 10.

Working hours shall be as specified in TECHNICAL SPECIFICATIONS Section 10, "Traffic Control".

During non-working hours, all trenches shall be covered with a safe non-skid bridging material and all lanes shall be opened to traffic, unless otherwise approved by the Officer-in-Charge. Piping and pump locations and operations for dewatering and bypassing during non-work hours shall be designed to allow for normal traffic flow unless otherwise approved the Officer-in-Charge. CIPP operations extending beyond normal working hours shall minimize disruptions to traffic to the extent possible and allow for normal traffic flow, unless otherwise approved by the Officer-in-Charge.

During working hours, the Contractor shall hire the necessary sheriffs and/or special duty police officers to provide smooth flow of traffic as required by the Officer-in-Charge. Payment for said sheriffs and/or special duty police officers shall not be paid for directly but shall be considered incidental to the prices bid for the various items in the Proposal Schedule.

Where pedestrian walkways exist, they shall be maintained in passable condition or other facilities for pedestrians shall be provided. Passage between walkways at intersections shall likewise be provided. All passageways so provided shall be handicap accessible and conform to the requirements of the Americans with Disabilities Act accessibility guidelines.

The Contractor shall reference, to the approval of the Officer-in-Charge all existing traffic signs, posts and pavement markings prior to the commencement of work. The Contractor shall replace or repair all traffic signs, posts, and pavement markings disturbed by his activities.

Driveways and other access routes to private property shall be kept open unless the owners of the property using these rights-of-ways are otherwise provided for satisfactorily and/or agree to temporary driveway or other access blockages.

The Contractor shall provide free access to water meters, water valves, and abutting public and private property. No material or obstruction of any sort shall be placed within twenty-five feet of any fire hydrant. Fire hydrants must be readily accessible to the fire department at all times.

The Contractor shall notify emergency personnel (i.e. the Honolulu Police Department, the Honolulu Fire Department and the ambulance services) of the work in progress and the blocking or complete closure of any street during construction.

Normal curbside access for refuse pickup, which shall include yard waste and bulky items pickup, shall be maintained where possible. If normal curbside refuse service cannot be maintained, the Contractor shall make arrangements with the City Refuse Division and homeowners for an alternative refuse pickup location on the regular scheduled refuse pickup days. The Contractor shall be responsible for transporting refuse containers to the alternate refuse pickup location and returning the refuse containers to the respective homes. The Contractor shall provide the refuse containers with a suitable temporary means of identification, such as an identification tag, to ensure that the refuse containers are returned to their respective homes.

Notification of the scope of work, location, proposed closure of any street, traffic lane, or bus stop, and duration of project must be made two (2) weeks prior to work by informing the Department of Transportation Services, Glenn Moir at 768-8370 or gmoir@honolulu.gov; and Oahu Transit Services, Inc. (Bus Operations: Art Akana at 852-6030 and para-transit operations: John Black at 454-5041).

Existing street lighting shall remain operational during work. The Contractor shall be responsible for any damages to existing street lighting facilities and damages shall be repaired by the Contractor at his total cost.

Due to limited parking for residents and businesses in the area, vehicles and equipment that can be readily driven on streets and roadways, such as dump trucks and utility trucks, shall not be parked on roadways within the project area during non-working hours. Work materials shall also not be left within the road right-of-way during non-working hours. Roadside parking of other equipment (that cannot be readily driven on streets) during non-working hours that block sidewalks and/or encroach into the road travelway more than typical vehicles shall be approved as required by the Department of Planning and Permitting and/or DOT and/or the Officer-in-Charge. The Contractor shall provide barricades and appropriate nighttime safety equipment as required and shall be fully responsible for the consequences of any

safety hazards that are created. Contractor shall be required to maintain all traffic control devices.

The cost of the work covered by this section shall not be paid for directly, but shall be considered incidental and included in the prices bid for the various items of work in the Proposal Schedule.

END OF SECTION 8

SECTION 9 RESTORATION OF PROPERTY

1. GENERAL

- A. Unless otherwise specified in the Contract or directed by the Officer-in-Charge, the Contractor shall be responsible for the protection, repair, restoration, or replacement of all existing improvements that are affected by his construction operations.
- B. Such protection, repair, restoration, or replacement work shall apply to all existing improvements located WITHIN or ADJACENT TO all right-of-ways, sewer easements, private properties, and all other work areas. Existing improvements shall include, but not be limited to, buildings, structures, trees, shrubbery, landscaping, lawns, walls, fences, utility lines, road surfaces, paved areas, driveways, curbs and gutters, sidewalks, and planting areas.

The work shall consist of restoring and/or maintaining existing improvements. Such work shall include, but not be limited to the following:

- 1) Repair of any pavement, slab, curb, gutter, sidewalk, driveway, guardrails, fences, buildings, structures, and walls damaged during the course of construction, operation of excavation or cured-in-place pipe equipment and including damage to roads caused by haul trucks. All repairs and restorations to concrete, asphalt, tile or any other surface with aesthetic or construction joints shall be made from joint to joint.
- 2) Repair or replacement of utilities and fuel lines, damaged during construction.
- 3) Repair or replacement of street lights, traffic signal cable and detector loops damaged or removed during construction.
- 4) Repairing and/or repainting any pavement markers and markings damaged or obliterated during construction work.
- 5) Removal of all equipment, materials and tools from the Contractor staging areas.
- 6) Replanting of all vegetation such as trees, hedges, shrubs and ground cover damaged or disturbed during construction. Damaged landscaped areas shall be restored with the same type of grass. Imported screened (1/2-inch screen) soil shall be used for replanting.

The soil shall be fertile, friable, free of stones, noxious seeds, roots, sticks, weeds (especially nutgrass). Red Humic latosol soils or types known as "Palolo Clay" or "Lualualei Clay" are unacceptable.

7) Removal of all muck, spilled or splattered concrete, grout, and any other products used, and removal and/or repainting/refinishing to restore property and improvements that are stained or discolored as a result of products used by the Contractor.

C. Unless otherwise specified in the Contract or directed by the Officer-in-Charge, the Contractor shall repair, restore, or replace any affected existing improvement to the condition it was in prior to the start of construction, to the extent that such repair, restoration, or replacement is reasonably possible and to the satisfaction of the Officer-in-Charge. All repair, restoration, or replacement work shall be performed immediately, unless otherwise directed by the Officer-in-Charge.

2. NON-COMPLIANCE

Should the Contractor fail to comply with the requirements of this technical specification or related requirements of the Contract, HHFDC may withhold all progress payments and/or with or without notice to the Contractor, cause the work to be performed, and deduct the cost of such work from any moneys due the Contractor under this Contract.

3. MEASUREMENT AND PAYMENT

Payment for all restoration work covered by this section shall not be paid for directly, but shall be considered incidental and included in the prices bid for the various items of work in the Proposal Schedule.

END OF SECTION 9

SECTION 10 TRAFFIC CONTROL

1. DESCRIPTION

- A. This section shall govern furnishing, installing, maintaining and subsequently removing traffic control devices to control traffic when performing work as indicated and as specified herein. The work shall also include services from sheriffs and/or special duty police officers. The work shall conform to applicable provisions of the "Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD), as amended, published by the Federal Highway Administration.
- B. The Contractor shall be responsible for preparation of traffic control plans by a civil engineer licensed in the State of Hawaii. The design, implementation and associated costs for the Contractor's traffic control plans, and obtaining required approvals shall be the sole responsibility of the Contractor. No additional time will be allowed for the design and processing for approval of the Contractor's traffic control plans, unless otherwise agreed to by the Officer-in-Charge.
- C. No work on any ROW will be allowed until traffic control plans and applicable permits covering the Project work have been approved by the appropriate government agencies.

2. SUBMITTALS

- A. Traffic control plans: The Contractor shall be responsible for obtaining the necessary approvals for his properly designed traffic control plans. The Contractor cannot start work without approved traffic control plans. The Contractor's traffic control plans shall include the following:
 - 1) All signs and their placement
 - 2) All traffic movements indicated by arrows
 - 3) Positions of sheriffs and/or special duty police officers
 - 4) All barricades, cones, delineators, signs and their placement
 - 5) Any other pertinent information
- B. Schedules: The Contractor shall submit schedules in writing to the Officer-in-Charge for lane and road closures and detours in accordance with the approved traffic control plans and permits. The submittal shall contain a

brief description of the work and the time when the work is to be done and shall conform to the traffic control plans and permits. The schedules shall be submitted 10 calendar days before the date such lane and road closures and detours are scheduled to begin.

3. MATERIALS

- A. Materials shall meet all applicable Contract and regulatory agencies' requirements.

4. DETAILS

- A. All barricades, signs, cones, barriers, lights, flashing signals, and other traffic control devices shall be furnished, installed and maintained as shown on the Contractor's approved traffic control plans and in accordance with the requirements of the Contract. In the event of conflict between provisions cited therein, the more restrictive laws, rules, regulations or requirements shall apply. The technical specifications specify the minimum requirements for traffic control work for the Project.
- B. Existing regulatory and warning signs within the work zone that are in conflict with the traffic control plans shall be removed or covered. All warning signs shall be promptly removed or covered whenever the message is not applicable or not in use. All signs shall be restored upon the completion of the work or at the end of the workday.
- C. For work within public and private roadway areas and easements the Contractor shall work from 8:30 a.m. to 3:00 p.m., Monday through Friday, except holidays unless otherwise approved by appropriate City and State agencies, and HHFDC.
- D. During non-working hours or during any suspension of work, open trenches and other excavations shall be covered with anchored non-skid steel plates.
- E. No materials or equipment shall be stored where they will interfere with the free and safe passage of public traffic. At the end of each day's work or when work activities are suspended for any reason, the Contractor shall remove all materials, equipment and other obstructions to permit free and safe passage of public traffic.
- F. All barricades, construction and warning signs, and other traffic control devices shall be kept in good condition throughout their usage. The Contractor shall repair, repaint, clean, or replace the barricades, signs or other devices as necessary to maintain their effectiveness and

appearance or as directed by the Officer-in-Charge. The Officer-in-Charge shall be the sole judge in determining the suitable condition of each barricade, sign, or other traffic control device.

- G. During any suspension of work, the Contractor shall provide for public traffic to pass through the work over a reasonably smooth and even surface and with as little inconvenience and delay as possible.
- H. Detours not specifically provided for on the Contractor's approved traffic control plans (for passage of public traffic) to facilitate the Contractor's operations or detours used exclusively by the Contractor for hauling materials and equipment shall be constructed, maintained and removed by the Contractor at his expense. The Officer-in-Charge will have the authority to regulate the Contractor's hauling over such detour if such hauling, in the judgment of the Officer-in-Charge, interferes with the free and safe passage of public traffic.
- I. All detours shall be approved in writing by the appropriate City and/or State agency and submitted to the Officer-in-Charge.
- J. Sheriffs and/or special duty police officers shall be provided for traffic control.
- K. Notification of the scope of work, location, proposed closure of any street, traffic lane, or bus stop, and duration of project must be made two (2) weeks prior to work by informing the Department of Transportation Services, Glenn Moir at 768-8370 or gmoir@honolulu.gov; and Oahu Transit Services, Inc. (Bus Operations: Art Akana at 852-6030 and para-transit operations: John Black at 454-5041).
- L. The Contractor shall give two (2) weeks advance notice to the Police Department, Fire Department, ambulance services (i.e., City, State, private), Refuse Division, and any public transit or public utility company of any work that may affect their operations, including any road closures.
- M. Two weeks prior to construction, the Contractor shall notify residents and/or businesses adjacent to that work zone of any road closures or detours that shall be occurring.
- N. All catch basins and manholes in the sidewalk area shall be covered during non-working hours.
- O. All excavations in the sidewalk area shall be covered during non-working hours with a safe, non-slip surface.

5. MEASUREMENT AND PAYMENT

The cost of the work covered by this section shall not be paid for directly, but shall be considered incidental and included in the prices bid for the various items of work in the Proposal Schedule.

END OF SECTION 10

SECTION 11 CONSTRUCTION AREA APPEARANCE

1. GENERAL

The Contractor shall, throughout the duration of the Project, keep all lawns, streets, sidewalks, driveways, public and private properties, and storage and staging areas free from debris produced from the Project. The Contractor shall keep the Project work area and all surrounding areas neat and free from dust nuisance. HHFDC may require supplementary measures as necessary.

Upon completion of the work, the Contractor shall remove all equipment, signs, and unused materials provided for the work and shall restore the Project site to a neat and clean condition and do all other required cleaning as specified above or as required by the Officer-in-Charge.

Should the Contractor fail to comply with the foregoing provisions, HHFDC may, with or without notice, cause the cleaning to be done and deduct the cost of such work from any moneys due the Contractor under this Contract.

2. MEASUREMENT AND PAYMENT

The cost of the work covered by this section shall not be paid for directly, but shall be considered incidental and included in the prices bid for the various items of work in the Proposal Schedule.

END OF SECTION 11

SECTION 12 ENVIRONMENTAL POLLUTION CONTROL

The Contractor shall submit their Best Management Plan (BMP) within fourteen (14) calendar days after award of contract. Work shall not be performed until the BMP is approved by the Officer-in-Charge.

1. WASTEWATER DISCHARGES/SPILLS

- A. The Contractor shall be liable for any treatment of discharges that is required before disposal and for any fines, clean-up costs and damages which may occur through the violation of any federal, state or local law which may be applicable.
- B. The Contractor shall be liable for all clean-up, fines and damages resulting from wastewater spills related to any work activities. The Contractor shall not store chemicals, materials or equipment at the work site unless specifically authorized by the Officer-in-Charge.
- C. The Contractor shall prepare a Wastewater Spill Mitigation Plan as specified in TECHNICAL SPECIFICATIONS Section 6, "Maintaining the Existing Wastewater System". This plan shall be approved by the Officer-in-Charge prior to commencing work.
- D. For all Contractors' work affecting existing wastewater facilities, the Contractor shall anticipate and capture wastewater spills in containers. The Contractor's proposed plan for disposal of any captured wastewater shall be approved by the Officer-in-Charge prior to implementation. The Wastewater Spill Mitigation Plan shall include, at a minimum, spill containment, disposal, clean-up, and treatment methods for the captured wastewater as well as the disposal site. The Contractor shall be liable for all costs associated with the coordination, transport and treatment of wastewater discharges that may be required before ultimate disposal. Reference TECHNICAL SPECIFICATIONS Section 2, "Permits and Licenses," and Section 6, "Maintaining the Existing Wastewater System".

2. NOISE

- A. The Contractor shall comply with the provisions of Title 11, Chapter 46, Community Noise Control, of the State Department of Health, Administrative Rules. In addition, all vehicles traveling on roadways shall meet the vehicular noise level requirements set by Chapter 42, Vehicular Noise Control for Oahu.

- B. The Contractor shall comply with the provisions of the Community Noise Control and obtain a Community Noise Permit for sound levels that exceed 78 dBA between the hours of 7:00 a.m. and 6:00 p.m., Monday through Friday. The Contractor shall comply with conditional use of the Community Noise Permit as specified in the rules and the conditions issued with the permit.
- C. Equipment, operating procedures, and noise mitigation measures employed shall reduce noise levels to acceptable levels of the Community Noise Permit at all nearby properties.

Engine generators and bypass pumps shall be quiet type housed in an acoustical attenuation enclosure to reduce noise to required levels at the property lines of all residences and businesses. Equipment and on-site vehicles or devices requiring an exhaust of gas or air shall have mufflers.

- D. Compliance with the provisions of this section by subcontractors will be the responsibility of the Contractor.
- E. The Officer-in-Charge will notify the Contractor of any non-compliance with the foregoing provisions and the action to be taken. If the Contractor fails or refuses to comply promptly, the Contracting Officer, upon the recommendation of the Officer-in-Charge, may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No extension of time or payment for excess costs or damages shall be made for the time lost due to such stop in action.
- F. Within 14 calendar days after the Notice to Proceed date, the Contractor shall submit noise mitigation plans to the Officer-in-Charge for review.

3. ODOR

The Contractor shall ventilate all sewer manholes and pipelines where man entry is required in accordance with TECHNICAL SPECIFICATIONS Section 7, "Confined Space Entry" and other applicable standards. Otherwise, any open sewer manholes or openings in the sewer pipe shall be sealed at all times to minimize dispersal of sewer pipe odor above ground. In cases where an opening cannot be sealed because of concerns for worker safety, the opening shall be vented and filtered before release into the atmosphere.

The average concentration of hydrogen sulfide measured by a reference method shall not exceed thirty-five (35) micrograms per cubic meter of air (twenty-five (25) parts per billion) in any one-hour period in accordance with Chapter 59,

Ambient Air Quality Standards, of Title 11, Hawaii Administrative Rules of the Department of Health. Provide odor scrubbers, fans, etc. as required.

Within 30 calendar days after the Notice to Proceed date, the Contractor shall submit odor mitigation plans to the Officer-in-Charge for review.

4. SEDIMENT CONTROL

The Contractor shall furnish, install and maintain sediment control devices in conformance with manufacturer's recommendations and the Officer-in-Charge.

6. MEASUREMENT AND PAYMENT

The cost of the work covered by this section, including all applicable permits, fees and renewals, shall not be paid for directly, but shall be considered incidental and included in the prices bid for the various items of work in the Proposal Schedule.

END OF SECTION 12

SECTION 13 ARCHAEOLOGICAL MONITORING

1. GENERAL

In the event that any subsurface archaeological sites or remains of historic value such as artifacts or charcoal deposits are encountered, the Contractor shall stop work and immediately notify the Officer-in-Charge and the State Historic Preservation Division, Department of Land and Natural Resources at 692-8015. Subsequently, if HHFDC or the State Historic Preservation Division requires it, the Contractor shall engage the services of a professional archaeologist to assist HHFDC to work and coordinate with the State Historic Preservation Division.

A. Archaeologist

- 1) If an archaeologist is required for this project, the archaeologist shall meet the following professional qualifications.
 - a. Have a graduate degree in Anthropology, with a specialization in archaeology, and
 - b. Have at least one year of archaeological field experience (which can be made up of discontinuous periods of full-time work adding up to one year) or have participated fully in 10 archaeological field projects, and
 - c. Have a demonstrated ability to carry research to completion, usually shown by completed thesis, publications and manuscripts.
 - d. Shall meet the minimum standards for professional archaeologists set by the State Historic Preservation Division, Department of Land and Natural Resources.
- 2) The Contractor shall submit the qualifications of the archaeologist prior to the start of the archaeological work.

2. MEASUREMENT AND PAYMENT

The cost of the work covered by this section shall be paid from the Allowance item "Archaeological Monitoring and Archaeological Findings Mitigation" in the Proposal Schedule only as authorized by the Officer-in-Charge. All remaining allowance funds will revert back to HHFDC.

END OF SECTION 13

SECTION 14 PROTECTION OF PROPERTY

1. GENERAL

The property to be protected shall include, but not be limited to, all existing improvements, buildings, trees, shrubbery, landscaping, walls, fences, utility lines, roadways, pavements, driveways, curbs and gutters, sidewalks, planting areas, etc., that are adjacent to the site of the Project. Property that has been damaged by the Contractor shall be immediately restored to the condition it was in prior to being damaged, to the extent that such restoration is reasonably possible, to the satisfaction of the Officer-in-Charge.

2. MEASUREMENT AND PAYMENT

Payment for the work covered by this section shall not be paid for directly, but shall be considered incidental and included in the prices bid for the various items of work in the Proposal Schedule.

END OF SECTION 14

SECTION 15 QUALIFICATION OF BIDDERS (CIPP)

The prospective bidders must be capable of performing cured-in-place pipe (CIPP) work, for which bids are being called, using qualified CIPP work force members who meet the minimum experience requirements established by HHFDC. Prior to the opening of bids, HHFDC shall evaluate bidders' work force qualifications and, from these evaluations, HHFDC shall be the sole judge as to whether bidders are "qualified" or "disqualified".

Bidders shall thoroughly reference and understand the provisions and instructions of this technical specification, the Notice to Bidders, the Instructions to Bidders, and the BIDDER'S STATEMENT OF QUALIFICATION (CIPP) form, and all sections of this Bid Proposal.

1. GENERAL

Each prospective bidder must complete, have notarized, and submit to HHFDC the BIDDER'S STATEMENT OF QUALIFICATION (CIPP) form that has been made a part of these Bid Documents which shall subsequently become contract documents upon execution of a contract with the awardee of this bid proposal. Failure to submit a fully completed and notarized form by the time and date indicated on the form will be sufficient cause for HHFDC to disqualify a prospective bidder.

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

All members of the Contractor's CIPP work force must be under the Contractor's, or his subcontractor's, employment **at the time of Bid Opening**.

2. CIPP CONTRACTOR AND WORK FORCE QUALIFICATIONS

All CIPP lining work shall be performed by a Contractor and work force that can be shown to possess experience in work similar in scope and technical requirements as described herein. The following minimum experience requirements shall be met by the CIPP Contractor and work force to be qualified for this bid proposal and subsequent contract. The qualified CIPP work force shall include, but not be limited to, one (1) CIPP work supervisor,

one (1) CIPP work crew member, and one (1) lateral reinstatement remote cutter operator. Qualified work force members must directly provide the specific work for which they have been qualified until such work has been completed and accepted by HHFDC. The contractor is responsible to have sufficient qualified employees to assure continuity of work with no delays in completing the work within the specified contract period.

- A. The Contractor shall have a minimum 3 years of experience in CIPP Lining.
- B. The Contractor shall have successfully completed five (5) CIPP Lining projects each of 5,000 linear feet or more. Of these 5 projects a cumulative 3,000 linear feet of CIPP liner shall have involved host pipes with diameters of 8-inches or greater.
- C. All phases of the CIPP work shall be performed under the direct supervision of an experienced supervisor who has field experience on at least three (3) successfully completed projects performed in the United States in which he had direct supervision over CIPP lining installation work. The three (3) qualifying projects shall each have involved the successful installation of a minimum of 5,000 linear feet of CIPP liner into host pipes of 8-inch or larger diameter.
- D. Besides the CIPP work supervisor, at least one (1) other CIPP work crew member shall have direct experience installing CIPP liner. The work crew member shall have field experience on a minimum of two (2) successfully completed CIPP liner projects performed in the United States. The two (2) qualifying projects shall each have involved the successful installation of a minimum of 5,000 linear feet of CIPP liner into host pipes of 8-inch or larger diameter. The work crew member shall have directly participated in liner wet-out and insertion on the two (2) qualifying projects.
- E. The remote cutter operator shall have directly performed a minimum of fifty (50) successful lateral connection reinstatements by remote cutter on CIPP liner projects performed in the United States.

3. PERSONNEL REASSIGNMENT

If the Contractor desires to reassign or replace personnel who have been qualified by HHFDC, a written request to HHFDC naming replacement personnel shall be made. The request shall include documentation of replacement personnel work qualifications and experiences which demonstrates that the minimum qualifications of this technical specification are met. Written favorable review from HHFDC of replacement personnel's

qualifications shall be obtained prior to employing such personnel on the Project.

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

No extension of contract time will be allowed for the time required to find replacement personnel or to receive HHFDC approval for such personnel.

END OF SECTION 15

SECTION 16 QUALIFICATION OF BIDDERS (CCTV)

The prospective bidders must be capable of performing National Association of Sewer Service Companies (NASSCO), Pipeline Assessment and Certification Program (PACP) certified Closed-Circuit Television (CCTV) inspection work, for which bids are being called, using qualified CCTV work force members who meet the minimum experience requirements established by HHFDC. Prior to the opening of bids, HHFDC shall evaluate bidders' work force qualifications and, from these evaluations, HHFDC shall be the sole judge as to whether bidders are "qualified" or "disqualified".

Bidders shall thoroughly reference and understand the provisions and instructions of this technical specification, the Notice to Bidders, The Instruction to Bidders, and the BIDDER'S STATEMENT OF QUALIFICATION (CCTV) form, and all sections of this Bid Proposal.

1. GENERAL

Each prospective bidder must complete, have notarized, and submit to HHFDC the BIDDER'S STATEMENT OF QUALIFICATION (CCTV) form that has been made a part of these Bid Documents which shall subsequently become contract documents upon execution of a contract with the awardee of this bid proposal. Failure to submit a fully completed and notarized form by the time and date indicated on the form will be sufficient cause for HHFDC to disqualify a prospective bidder.

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

All members of the Contractor's CCTV work force must be under the Contractor's, or his subcontractor's, employment **at the time of Bid Opening.**

2. CCTV CONTRACTOR AND WORK FORCE QUALIFICATIONS

All CCTV work shall be performed by a Contractor and work force that can be shown to possess experience in work similar in scope and technical requirements as described herein. The following minimum experience requirements shall be met by the CCTV Contractor and work force to be

qualified for this bid proposal and subsequent contract. The qualified CCTV work force shall include, but not be limited to, one (1) CCTV work supervisor and one (1) CCTV work crew member. Qualified work force members must directly provide the specific work for which they have been qualified until such work has been completed and accepted by HHFDC. The Contractor is responsible to have sufficient qualified employees to assure continuity of work with no delays in completing the work within the specified contract period.

- A. The Contractor shall have a minimum 3 years of experience in CCTV sewer inspections.
- B. The Contractor shall have successfully completed five (5) PACP CCTV SEWER inspection projects each of 5,000 linear feet or more. Of these 5 projects, a cumulative 3,000 linear feet of PACP inspected sewer pipe shall be diameters of 8-inches or greater.
- C. All Phases of the PACP CCTV SEWER work shall be performed under the direct supervision of an experienced NASSCO PACP certified supervisor who has field experience on at least three (3) successfully completed projects performed according to PACP standards in the United States in which he had direct supervision over PACP CCTV SEWER inspection work. The three (3) qualifying projects shall each have involved the successful PACP certified CCTV inspection of a minimum of 3,000 linear feet of sewer pipe, of which a cumulative 2,000 linear feet were of 8-inch or larger diameter.
- D. Besides the CCTV work supervisor, at least one (1) other CCTV work crew member shall be NASSCO PACP certified and have direct experience with PACP certified CCTV SEWER inspection work. The work crew member shall have field experience on a minimum of three (3) successfully completed CCTV SEWER inspection projects performed according to PACP standards in the United States. The three (3) qualifying projects shall each have involved the successful PACP CCTV SEWER inspection of a minimum of 2,000 linear feet of sewer pipe, of which a cumulative 1,500 linear feet were of 8-inch or larger diameter.

3. PERSONNEL REASSIGNMENT

If the Contractor desires to reassign or replace personnel who have been qualified by HHFDC, a written request to HHFDC naming replacement personnel shall be made. The request shall include documentation of replacement personnel work qualifications and experiences which demonstrate that the minimum qualifications of this technical specification are met. Written favorable review from HHFDC of replacement personnel's

qualifications shall be obtained prior to employing such personnel on the Project.

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

No extension of Contract time will be allowed for the time required to find replacement personnel or to receive HHFDC approval for such personnel.

END OF SECTION 16

SECTION 17 TEMPORARY EROSION CONTROL MEASURES

1. DESCRIPTION

This technical specification shall govern the furnishing and placing of temporary erosion control measures.

2. CONSTRUCTION DETAILS

Erosion control measures shall be provided to satisfy all applicable Federal, State and City standards and regulations, and as required by applicable agencies and/or the Officer-in-Charge. The Contractor shall be responsible for the furnishing, installation, maintenance and removal of erosion control measures for the project. Erosion control measures shall be installed prior to the start of the project and maintained until completion of the project.

Installation of the temporary erosion control measures shall be reviewed and approved by the Officer-in-Charge and/or applicable agencies. Contractor shall remove all erosion control measures after completion of the project or when directed by the Officer-in-Charge.

3. MEASUREMENT AND PAYMENT

The temporary erosion control measures shall not be measured and paid for directly, but shall be considered incidental and included in the prices bid for the various items of work in the Proposal Schedule.

END OF SECTION 17

SECTION 18 SEWER FLOW CONTROL

1. DESCRIPTION

The Contractor shall furnish all labor, tools, materials and equipment necessary to control sewage flows in manholes, sewers, and laterals in order to perform the rehabilitation work required under the Contract. The Contractor shall use the following flow control criteria unless allowed otherwise by the Officer-in-Charge:

A. Plugging and Blocking

Temporary sewer line plugs may be inserted into the line at an upstream manhole location. The plug shall be designed so that a portion of the sewage flow can be released as may be required. During the work, flows shall be controlled and shall be either completely shut off or reduced sufficiently to allow proper performance of the Contract work.

B. Pumping and Bypassing

Pumping equipment, piping, and any other appurtenant equipment and tools shall be furnished and placed by the Contractor to bypass the manhole section(s) where the work is being performed. Standby pumps of equal size shall be on-site during pumping operations. All pumps must be capable of pumping the design peak flows, unless otherwise allowed by the Officer-in-Charge.

All pumped sewage shall be enclosed in piping that is adequately protected from the public and traffic and shall be redirected into the sanitary sewer system. Temporary bypass piping may be laid on the ground surface where it is not an obstruction to vehicles and pedestrians, but shall be pinned firmly in place to prevent movement and/or breakage during usage. Where the temporary bypass piping poses an obstruction to vehicles and/or pedestrians, the piping shall be buried. Safe passage of pedestrian and vehicular traffic must be ensured through and around all bypassing equipment and materials through the use of barriers, warning signs, etc. All temporary bypass piping joints and connections shall be positively sealed with no leaks occurring.

When the sewage bypass system is in operation, the Contractor shall ensure that the system is continuously manned, operated, monitored and maintained by skilled personnel specifically trained and experienced in all aspects of such systems. Standby pumps shall be checked, maintained, and started up periodically to ascertain their operational status.

While the bypass pumps may use electrical power (arranged by the Contractor) to keep the noise level controlled, standby bypass pumps shall be engine-driven and will be permitted to be used at all locations during emergency operating conditions when there are power outages or normal duty pump malfunctions. No standby bypass pumps shall be connected to an electrical power source. For all locations throughout the project, the maximum noise levels for pumps and generators shall not exceed permissible noise levels. See TECHNICAL SPECIFICATIONS Section 12, "Environmental Pollution Control".

For piping over or around obstacles, the Contractor shall consider reaction and water hammer forces at bends, and piping shall be properly supported and anchored to prevent movement, injury to personnel, and pipe stresses that can lead to pipe failure. The Contractor shall note the condition of structures prior to beginning his work, and shall be responsible for repairing any damage caused by his operations. Laying of bypass lines in easements shall be coordinated with property owners.

Pumping, bypassing and collecting of sewage shall be performed by inserting a suction line into the building sewer cleanout located in private property. If a building sewer cleanout is buried, the Contractor shall perform the necessary work to locate and expose the cleanout to complete the sewage flow bypass or collection work. The cost for locating and exposing buried or lost cleanouts for bypassing, collecting and disposing sewage from residences and surface restoration shall be considered incidental to sewer flow control work.

Where sewer flow controls are used, precautions shall be taken to ensure that water levels do not create backups nor cause damage or flooding to any public or private properties. Any such damage, claims or fines due to the Contractor's operations shall be repaired, cleaned or compensated at the sole expense of the Contractor. The Contractor shall reference TECHNICAL SPECIFICATIONS Section 6, "Maintaining the Existing Wastewater System", and Section 12, "Environmental Pollution Control." In the event of a spill, the Contractor shall notify the State Department of Health and be responsible for all public notifications and press releases.

2. SAFETY

Sanitary sewers convey sanitary sewage and certain substances which may be considered hazardous. These substances may include hydrogen sulfide, a natural gaseous byproduct of sanitary sewage. The Contractor shall exercise extreme caution and comply with all applicable Federal, State, and

City regulations and all applicable OSHA requirements when performing the required sewer work or when in the vicinity of any hazardous substances.

3. EXPERIENCE

The pumping and bypassing contractor/subcontractor shall have successfully performed a minimum of two projects requiring pumping and bypassing of sewer lines in residential neighborhoods. The Contractor shall submit documentation of his meeting this minimum requirement within 15 calendar days of the Notice to Proceed date. The documentation shall include name of project, name and address of owner, owner contact person and phone number, description of project and pumping/bypass work, and letters of confirmation and project completion from owner.

4. SUBMITTALS

At least 30 calendar days prior to the planned start of actual construction activities, the Contractor shall prepare and submit for approval to the Officer-in-Charge a proposed sewage diversion and bypass pumping plan. The Contractor's proposed sewage diversion and bypass pumping plan shall include, but not be limited to, a sewer system map showing all sewer inverts, temporary and permanent trench restoration details, the anticipated sewage water level and rim elevations at manholes (record drawing information may be used, however, the Contractor shall adjust the elevations to reflect a common survey datum) in the areas affected by any diversion, anticipated peak sewage flows, and locations of plugs, pumps, piping, and monitoring sites for each stage of construction.

The Contractor shall submit a contingency plan that outlines the actions to be taken in the event that any sewage spills should occur. The Contractor's sewage diversion and bypass pumping plan shall be approved by the Officer-in-Charge before any diversion of sewage flows will be allowed.

5. NOTIFICATION

The Contractor shall notify the affected property owners, government agencies, public transportation companies, etc., of the sewage bypass piping and/or diversion pumping. In addition, the Contractor shall notify the Officer-in-Charge at least 14 calendar days prior to the start of sewage bypass piping and/or diversion pumping.

6. EXECUTION

The Contractor shall adhere to the following requirements when performing any work to divert and/or pump sewage flows:

- A. The Contractor shall continuously monitor the sewage water level elevations in cleanouts or manholes upstream and downstream of the Project area and at any discharge manhole where flow is being diverted or pumped to. The Contractor shall obtain approval from the Officer-in-Charge of all monitoring locations prior to commencing the bypassing or diversion of any sewage flows.
- B. A trial diversion shall be performed one day before beginning rehabilitation work unless otherwise directed by the Officer-in-Charge. Trial diversion shall continue for two (2) consecutive hours in the presence of the Officer-in-Charge. Pumping equipment and piping shall be leak tested with potable water prior to pumping sewage.
- C. In the event of an emergency, the Contractor shall be capable of immediately removing all diversion plates, bypass pumps, bypass piping, or any portions of diversion and bypass pumping equipment and materials as may be required.
- D. The Contractor shall inspect pumping equipment and piping for leaks at all times. Leak detection shall be performed any time the bypass pumping system is disassembled, reassembled or modified. No leaks in the diversion piping shall be permitted. Any fines resulting from sewage spills due to the Contractor's work shall be the total responsibility of the Contractor.
- E. Where sewer flow controls are used, precautions shall be taken to ensure that sewer water levels do not create backups, damages, or flooding of public or private properties. Damages caused by the Contractor's operations shall be repaired and cleaned by the Contractor at no cost to HHFDC. The Contractor shall also be responsible for the settlement of all claims for damages resulting from his work or actions.
- F. Sewage flowing by gravity shall not be allowed to flow higher than the top of the crown of the flowing sewer pipe at any manhole as a result of construction or diversion activities, unless approved by the Officer-in-Charge. No diversion shall be implemented or left in place once the sewage level reaches aforementioned limits.
- G. The Contractor shall be responsible for monitoring for high sewage flow conditions and for temporarily suspending his sewage flow control activities if conditions warrant it. The Contractor shall also temporarily suspend his sewage flow control activities if so directed by the Officer-in-Charge. On-going Project work that requires sewage flow control shall be

suspended until the conditions and the Officer-in-Charge allow for the resumption of the sewage flow control activities.

- H. No diversion activity shall be implemented when it is raining or when rain is imminent.
- I. Following the completion of each section of sewer line replacement or rehabilitation work, the Contractor shall remove all diversion and bypass pumping equipment and piping and the area shall be restored to its original or better condition. HHFDC will evaluate the restoration work in accordance with the pre-construction site survey photographs, videotapes, and report of the project site provided by the Contractor.
- J. When bypass pumping operations are complete, the Contractor shall drain the temporary bypass piping into the sewer prior to removal. The Contractor shall also provide drip pans or containers as needed to capture the drips and spills of wastewater that can occur when the temporary bypass piping is dismantled.

7. MEASUREMENT AND PAYMENT

- A. Payment for sewer flow control work shall not be paid for directly, but shall be considered incidental and included in the lump sum price bid for CIPP Lining in the proposal schedule and shall be full compensation for furnishing all materials, tools, equipment, labor and incidentals necessary to complete plugging, diversion, and pumping of sewage flows required to complete CIPP installation, including, but not limited to, preparing and obtaining approvals for a sewage diversion and bypass pumping plan, temporary bypass and standby pumps, inserting and removing pipe plugs, constructing bulkheads, pumping, monitoring water surface levels, installing and removing bypass and diversion piping, bypassing at sewer laterals, manhole modifications, trenching, pavement demolition, excavation, trench cover, plating, backfilling, compacting, temporary and permanent repaving, trench and site restoration, and dewatering as needed.
- B. The cost for locating and exposing buried or lost cleanouts, and for bypassing, collecting and disposing sewage from residences shall be considered incidental to sewer flow control work.

END OF SECTION 18

SECTION 19 SEWER LINE CLEANING

1. GENERAL REQUIREMENTS

The term "clean" as used in these specifications shall be defined as the removal of sufficient materials to render the sewer line to 95% of its original capacity, or to allow passage of the necessary inspection and rehabilitation equipment and materials, whichever is greater.

The term "manhole section" as used in these specifications shall mean the length of sewer pipe connecting two adjacent manholes.

The work covered by this technical specification shall consist of furnishing all labor, materials, equipment, and supervision to perform all work necessary to clean the designated sewer lines. Television inspection shall be performed after completion of the sewer line cleaning per TECHNICAL SPECIFICATIONS Section 20, "Television Inspection," to verify that the cleaning has been satisfactorily performed and meets the requirements for the subsequent cured-in-place rehabilitation work of TECHNICAL SPECIFICATIONS Section 25, "Cured-in-Place Pipe (CIPP) – Water and Steam Cured".

All work will be performed by experienced personnel using equipment and materials which meet the requirements hereinafter specified. The Contractor shall obtain a fire hydrant use permit and hydrant meter from the Board of Water Supply (BWS) prior to any use of water from a fire hydrant. The Contractor shall obtain all necessary permits required for the proper disposal of debris and other materials resulting from the cleaning work.

The Contractor shall be responsible for designing and implementing traffic control plans as required for sewer line cleaning in accordance with TECHNICAL SPECIFICATIONS Section 10, "Traffic Control". Traffic control plans shall be designed by an engineer licensed in the State of Hawaii and shall conform to applicable provisions of the current "Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD), as amended, published by the Federal Highway Administration.

Design of the Contractor's traffic control plans for sewer line cleaning and obtaining approvals from the appropriate agencies shall be the total responsibility of the Contractor. No additional time will be allowed for the design and processing for approval of the traffic control plans for sewer line cleaning.

2. SAFETY AND EXPERIENCE

The Contractor shall have a documented, in place safety program which meets or exceeds all Federal and State OSHA regulations, with special emphasis on hazard free work in confined spaces and sewage environment.

Additionally, the Contractor shall have successfully performed a minimum of 10,000 linear feet of cleaning of sewer lines of 8-inch or larger diameter. The Contractor shall submit documentation of his meeting this minimum requirement within 14 calendar days of the Notice to Proceed date.

3. EQUIPMENT

All designated sewer manhole sections shall be cleaned using vacuum and/or high velocity sewer cleaning equipment as specified herein, and the selection of equipment to be used shall be based on the condition of the sections at the time the work commences. The equipment and the methods selected for cleaning shall be capable of removing all dirt, sand, grease, rocks, and other deleterious materials from the sewer lines.

All cleaning equipment shall be used in a manner to ensure that all dirt, mud, sand, grease, roots, and other fine materials have been removed. Satisfactory precautions shall be taken to protect the sewer lines from damage that might be inflicted by the use of the cleaning equipment.

When additional quantities of water from nearby fire hydrants are necessary to avoid delays in the normal working procedure and use of such quantities of water have been approved by BWS, the water shall be conserved and not used unnecessarily. No fire hydrant shall be obstructed at any time. All sludge, dirt, rocks, sand, grease, and other solid or semi-solid materials resulting from all types of cleaning operations shall be trapped and removed at the downstream manhole of the section being cleaned. Passing materials from manhole section to manhole section shall not be permitted. All solid or semi-solid materials resulting from the cleaning operations shall be removed from the Project area and properly disposed of by the Contractor. An appropriate disposal site shall be arranged for by the Contractor and approved by the Officer-in-Charge. All permits required for the proper transportation and disposal of the materials shall be the sole responsibility of the Contractor.

A. Vacuum Removal/Cleaning Equipment

This equipment shall be truck mounted for ease of operation, and designed for cleaning and vacuuming of materials in the sewer pipe. The equipment shall be capable of removal of materials a distance of 500 feet

from the operating manhole. The equipment used shall have the capability of moving a minimum of 8,500 cubic feet per minute (cfm) of vacuum.

B. High Velocity Hydro cleaning Equipment

All high velocity sewer cleaning equipment shall be truck mounted for ease of operation. The equipment shall have a minimum of 500 feet of one inch I.D. high pressure hose with a selection of four or more cleaning nozzles.

The equipment shall have a minimum capacity of 60 gpm and a working pressure of 1,200 psi. The nozzles shall be capable of producing a scouring action from 15 degrees to 45 degrees in all size lines designated to be cleaned. The equipment shall also include a high pressure gun for washing and scouring manhole walls and floors. Manholes shall be pressure washed at a minimum pressure of 4,000 psi.

The equipment shall carry its own 1,200 gallon water tanks capable of holding corrosive or caustic cleaning or sanitizing chemicals, auxiliary engines, pumps and a hydraulically driven hose reel. Any proposed cleaning chemicals shall first be approved for use by the Officer-in-Charge.

All controls shall be located so that the equipment can be operated from above ground with minimal interference to existing traffic and/or danger to the operator.

Manhole and hose guides shall be used to protect the hose from wear and to lead the hose around buildings, trees, stationary equipment, etc.

4. EXECUTION

- A. Cleaning shall commence at the upstream manhole section and proceed downstream.
- B. The Contractor shall comply with all applicable traffic control requirements.
- C. Open manholes shall not be left unattended.
- D. Materials resulting from the cleaning operations shall be trapped and removed from the downstream manhole of the manhole section being cleaned. No materials shall be allowed to continue through the downstream manhole into an adjacent manhole section at any time.

The Contractor shall be responsible for properly disposing of all materials removed. Under no circumstances shall sewage or solids be dumped onto streets, or into ditches, catch basins, storm drains, or the ocean.

- E. Where hydraulically propelled cleaning tools are utilized, precautions shall be taken to ensure that the water pressure created does not cause damage or flooding to public or private property.
- F. If necessary to attain the required degree of sewer line cleaning, sewer flow controls as specified in TECHNICAL SPECIFICATIONS Section 18, "Sewer Flow Control" shall be provided.
- G. The sewer lines shall be cleaned to a degree of cleanliness as specified and as necessary for subsequent television inspection and CIPP operations.
- H. Damage to private property, sewer pipes, manholes and appurtenances caused by the Contractor's work shall be repaired by the Contractor at no additional cost to HHFDC.

5. SUBMITTALS

A. Work Procedure

Submit for review, a description of the procedures to be followed to accomplish the work and the necessary equipment to be used. Submittal shall be 30 calendar days prior to initiating the work.

B. Records

Maintain printed records of all cleaning performed, including the manhole section (start manhole number to end manhole number), line size, length of the section, type of pipe, length cleaned, cleaning method(s) used, special remarks and observations, and other pertinent data. These records shall be available to the Officer-in-Charge for inspection during the performance of work and shall become the property of HHFDC after completion of the Project.

C. Safety and Experience

Submit documentation required under Subsections "Safety" and "Experience."

D. Availability of Records

All records shall be available to the Officer-in-Charge for inspection during the performance of work and shall become the property of HHFDC after completion of the Project. Rehabilitation work shall not commence until all printed records are received by HHFDC.

6. MEASUREMENT AND PAYMENT

Payment for sewer line cleaning work covered by this section shall not be paid for directly, but shall be considered incidental and included in the lump sum price bid for CIPP Lining in the Proposal Schedule.

END OF SECTION 19

SECTION 20 TELEVISION INSPECTION

1. GENERAL

National Association of Sewer Service Companies (NASSCO), Pipeline Assessment and Certification Program (PACP) closed-circuit television (CCTV) inspection of sewer lines shall be required. Sewer lines shall be internally inspected by insertion of a closed-circuit camera, which records colored imagery, into the sewer line for the purpose of remote visual inspection to determine the condition of the pipe and joints, the location and extent of any breaks or obstructions, the degree of any infiltration, the location of service connections, and presence of abnormal line and grade conditions.

Pre-construction inspection of the sewer lines to be rehabilitated/repared shall be required after the sewer line cleaning has been completed, as per TECHNICAL SPECIFICATIONS Section 19, "Sewer Line Cleaning". This pre-construction inspection shall document the conditions of the existing sewer lines and verify that cleaning has been performed as required by the Contract Documents. Upon completion of sewer line rehabilitation, a post-construction CCTV inspection shall also be performed to verify that rehabilitation has been satisfactorily performed and lateral and drop manhole connection openings satisfactorily reinstated. Both pre-construction and post-construction video inspections shall utilize digital video on Compact Digital Video Disk (DVD) as the primary source of documentation, with secondary field logs and written reports also being submitted to HHFDC.

No sewage flows shall be allowed to enter any main line during Pre- and Post-CCTV inspections unless otherwise allowed by the Officer-in-Charge. To accomplish this, the Contractor shall use all appropriate means and methods, including those described in TECHNICAL SPECIFICATIONS Section 18, "Sewer Flow Control", to prevent all sewage flows from entering the sewer main line including flows from all lateral connections to the sewer line and upstream sewer main lines.

The Contractor shall be responsible for designing and implementing traffic control plans as required for CCTV inspections in accordance with TECHNICAL SPECIFICATIONS Section 10, "Traffic Control". Traffic control plans shall be designed by an engineer licensed in the State of Hawaii and shall conform to applicable provisions of the current "Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD), as amended, published by the Federal Highway Administration.

Design of the Contractor's traffic control plans for CCTV inspections and obtaining approvals from the appropriate agencies shall be the total

responsibility of the Contractor. No additional time will be allowed for the design and processing for approval of the traffic control plans for CCTV inspections.

2. CONTRACTOR REQUIREMENTS

- A. The Contractor shall have a documented, in place safety program which meets or exceeds all Federal and State OSHA regulations, with emphasis on hazard free operations in confined space.
- B. The Contractor shall have successfully performed a minimum of 10,000 linear feet of PACP television inspection work in sewer lines 8-inch or larger diameter. The Contractor shall submit documentation of his meeting these requirements within 14 calendar days of contract execution. Documentation shall include copies of inspection videos and reports of prior successfully completed television inspection projects. The Contractor shall utilize NASSCO PACP certified personnel to perform the CCTV inspections. The Contractor shall provide documentation acknowledging PACP certification.

3. SUBMITTALS

A. Video Picture Quality Assurance

Within 14 calendar days of contract execution, the Contractor shall furnish the Officer-in-Charge with a video recording of actual prior sewer line inspection performed by the Contractor on another recent project which meets these job specifications and, upon approval, use this video recording throughout the Project as a standard which the Contractor's video picture quality must meet. This video recording shall become the property of HHFDC.

B. Work Procedure

Submit a description of the set up and work procedure to be followed to accomplish the work and the necessary equipment to be used for approval prior to start of closed-circuit television inspection work.

C. Documentation

Documentation shall consist of electronic video files in DVD quality, color video in MPEG 2 format or better, log sheets, and written reports utilizing NASSCO PACP coding standards separately detailing the pre-construction and post-construction conditions of the sewer lines, pipe grade, pipe joints, lateral connections, manholes, plastic linings, and

manhole connections. The reports shall note the time and date of video inspection, sewer main, upstream and downstream manhole, direction of view, direction of flow, surface material, pipeline length, pipe section length, pipe size, pipe material, lateral connections, video recording number, counter number, and a detailed logging of defects encountered. A map shall be provided in the report showing the sewer lines with manholes clearly labeled.

The sewer main "Sewer ID", as indicated in the City's GIS sewer feature layers, shall be used to identify the sewer pipes, laterals, and manholes on the video and image data files.

The naming convention of the CCTV files shall conform to the format established by the City and County of Honolulu, Department of Environmental Services, Collection System Maintenance (CSM) Division outlined as follows:

XXXXXX_YYYYMMDD_hh{one space}mm_dddddd

Where:

XXXXXX is the six or seven digit City Pipe Sewer Identification Number of the pipe inspected.

YYYY is the year in four digits that the video was generated.

MM is the month in two digits that the video was generated.

DD is the day of the month in two digits that the video was generated.

hh is the number of full hours past midnight in two digits that the video creation was started.

mm is the number of minutes past the hour in two digits that the video creation was started.

dddddd is the direction that the CCTV inspection camera proceeded during the video inspection.

The only allowable values are Upstream and Downstream. This text will always have an uppercase first character with the remainder of the characters lowercase.

The following are correct filenames:

298389_20101123_13 41_Upstream.ptv

289611_20101123_10 29_Downstream.mpg

Each DVD disc or digital image shall be labeled with an identification number that provides a link to the other data tables and hard-copy logs.

All records shall be available to the Officer-in-Charge for inspection during the performance of work and shall become the property of HHFDC after completion of the Project.

1) Television Inspection Forms (PACP Standard and Top View Report .pdf files)

Computer generated location records shall be kept by the Contractor, which clearly show points of significance in relation to an adjacent manhole. Points of significance such as locations of laterals, infiltration, unusual conditions, roots, side main connections, broken pipe sections, presence of scaling and corrosion, pipe grade deficiencies, and other discernable features shall also be recorded and a copy of such records shall be submitted to HHFDC. These records shall be recorded on the "Television Inspection Report."

2) Photographs

Digital photographs of the television picture of pipeline problems or unusual conditions found shall be taken by the Contractor upon request by the Officer-in-Charge. The Contractor shall record, on still photograph, sources and potential sources of infiltration/inflow, structural defects, and abnormal conditions for subsequent review.

3) Video Recordings (.ptv file)

The purpose of video recordings shall be to supply a visual and audio baseline record of all sewer lines in the Project area.

Video recording playback shall be at the same speed that the video was recorded at. Slow motion and/or stop motion playback features may be supplied at the option of the Contractor. The Contractor shall have all video and necessary playback equipment readily available for review by HHFDC throughout the contract. Recordings shall be taken and narrated by the operating technician during all phases of inspection and the work, and shall be submitted in Pipetech ® format and capable of replay on a computer with a DVD reader and Windows Media Player. All original DVD's of the video inspections shall be submitted to HHFDC upon completion of the video inspections. Two copies of the DVD quality, MPEG-2 color video files shall be submitted to HHFDC upon completion of

the CCTV inspections. The DVDs shall be packaged in plastic cases for handling.

4. EQUIPMENT

Equipment used in the work of this technical specification shall be produced by manufacturers regularly engaged in the manufacture of equipment specifically designed for sewer line inspection. CCTV equipment shall include television cameras, television monitor, cables, power sources, and other equipment. The remote-reading footage counter shall be accurate to less than 1% error over the length of the section of sewer line being inspected. The distance shall be measured from the centerline of the upstream manhole to the centerline of the adjacent downstream manhole. Telephones, radios, or other suitable means of communication shall be set up to ensure that adequate communication exists between members of the CCTV crew. The CCTV inspection system to be utilized for this contract shall be approved by the Officer-in-Charge prior to the work being performed.

The video camera shall be mounted on a skid, floatable raft system, or transporter based on the existing conditions of the sewer line to be televised. The camera and the skid, raft, or transporter system shall be furnished with emergency pullback cables of sufficient strength for all retrieving situations.

Cameras shall be of the "articulating head" type to allow laterals, pipe joints, and pipeline defects to be viewed directly. The inspection will be done in one manhole section at a time, and the section being inspected shall be suitably isolated from the remainder of the sewer line system and incoming sewer flows as required or as directed by the Officer-in-Charge.

The television camera used for the inspection shall be of color format, and specifically designed and constructed for such sewer line inspections. It shall be operative in 100% humidity and underwater conditions. Lighting for the camera shall provide minimal relative glare. Lighting and camera quality shall be suitable to allow a clear, in-focus picture of a minimum of six (6) linear feet of the entire inside periphery of the sewer pipe. The camera shall have a minimum resolution capability of 350 lines. To ensure peak picture quality throughout all conditions encountered during the video survey, a variable intensity control of camera lighting and remote control adjustments for focus shall be located at the monitoring station. Focal distance shall be adjustable through a range from 6 inches to infinity.

Camera monitors shall be located within a temperature controlled studio which will allow seating for viewing by two HHFDC personnel in addition to the Contractor's operating technician. There shall be available within the studio two or more viewing monitors operating simultaneously and have a proper size

to allow all persons in the studio to have a satisfactory and comfortable view of the video presentation. Monitors shall have a resolution capability of no less than 650 lines. Continuously displayed on the monitors as part of the video presentation shall be the date of the survey, number designation of the manhole section being surveyed, and a continuous forward and reverse read-out of the camera distances from the manhole of reference.

Video equipment independent from the equipment used for monitoring of sewer line television inspections shall be made available to HHFDC personnel for viewing of video in the field. The video equipment may be mounted in the same truck as with the sewer line television inspection equipment, located in the Contractor's field office, or located at a nearby site approved by the Officer-in-Charge.

The audio portion of the composite signal shall be sufficiently free from electrical interference and background noise to provide complete intelligibility of the oral report. Audio reports shall be recorded by the operating technician on the video DVDs as they are being produced and shall include the location of the sewer, the names or numbers of the manholes involved, a manhole-to-manhole direction of travel, and a description of the conditions in the sewer line and manholes as they are encountered.

The video recording and the monitoring equipment shall have the capability to instantly review both video and audio quality of the DVD productions at all times during the television survey. The purpose of video recording shall be to supply a permanent visual and audio record of the manhole section surveyed. Two copies of the video files on DVD shall be submitted to and become the property of HHFDC upon completion of each work order assignment.

Still photos shall be taken at the request of the Officer-in-Charge or at the discretion of the operating technician to record conditions of interest during the survey.

The operating technician must be National Association of Sewer Service Companies (NASSCO), Pipeline Assessment and Certification Program (PACP) certified and shall have full control of the movement of the television camera at all times. Remote control, manual winches, power winches, TV cables, and powered rewinds or other devices that do not obstruct the camera view or interfere with proper documentation of the sewer line and manhole conditions shall be used to move the camera. The travel speed of the camera shall be uniform and shall not exceed 20 feet per minute (fpm). Any means of propelling the camera through the sewer, which exceeds a speed of 20 fpm or produces a non-uniform or jerky movement will not be acceptable. At no time shall the hose of high velocity water cleaning machine substitute for a tow cable. Devices using elastic tow cables shall not be used. At the Contractor's

discretion or at the discretion of the Officer-in-Charge, the camera shall be stopped and/or backed up to view and analyze in detail the conditions that appear unusual or uncommon to a good, sound sewer line. The operating technician shall at all times be able to move the camera through the line in either direction without loss of quality in the video presentation on the monitor or accuracy in footage measurement. The picture shall provide a clear, stable image of the resolutions specified.

The Contractor shall have available on site transmitters, which can be attached to the internal television camera and can transmit a signal from up to 16 feet in depth to an above ground receiver. Variable speed powered, remote controlled winches shall be furnished for upstream and downstream manhole locations to control two-way movement of the camera. Footage meter for recording the location of defects shall be used.

Before DVD's and reports are turned over to the Officer-in-Charge, they shall be reviewed by a professional who has a minimum of one year documented experience in evaluating and prioritizing problems in pipe systems as a NASSCO PACP CERTIFIED evaluator.

5. EXECUTION

The CCTV inspection of sewer lines shall be done in accordance with NASSCO PACP standards and performed only by NASSCO PACP personnel meeting qualification requirements as specified in TECHNICAL SPECIFICATIONS Section 16, "Qualification of Bidders (CCTV)".

The Contractor shall comply with all applicable traffic control requirements.

No open manholes shall be left unattended during the Contractor's operations.

The Contractor is responsible for maintaining sewer service at all times during work.

The Contractor shall be responsible for making all necessary arrangements for gaining access to work sites and manholes in private property. In cases where manholes are hidden or buried, the Officer-in-Charge shall be notified.

Damage to private property, sewer pipes, manholes and appurtenances caused by the Contractor's work shall be repaired by the Contractor at no additional cost to HHFDC.

The camera shall be moved through the pipeline in a downstream direction at a uniform rate without loss of quality in the video presentation. In no case shall the television camera be pulled at a speed greater than 20 feet per minute.

The picture at all times shall be free of electrical disturbances and provide a clear and stable image of the resolution specified.

The operating technician shall stop the camera as necessary to permit proper documentation of the conditions of the sewer lines. Camera travel shall be stopped at locations where any of the following conditions are observed: infiltration or inflow; deformed pipe, structural defects, including broken pipe, collapsed pipe, cracks, deterioration, punctures, etc.; and abnormal conditions, including horizontal and vertical misalignments, open joints, joints not fully seated, root intrusions, protruding pipes, material deposits, and other abnormal conditions.

The operating technician shall pan the camera at all laterals. If flow is being discharged from the lateral, the camera shall be focused on the lateral for a minimum of 30 seconds to help determine if the flow is steady and due to infiltration.

Accurate distance measurements shall be required. Measurement for locations of defects shall be made above ground by means of a metering device unless otherwise directed by the Officer-in-Charge. The Contractor shall mark these locations as directed by the Officer-in-Charge. Marking on cables, or the like, which would require interpolation and adjustments for depth of manhole, will not be allowed. Accuracy of the distance meter shall be checked by use of a walking meter, roll tape, or other suitable device and the accuracy shall be satisfactory to the Officer-in-Charge. The meter shall be accurate to 1% of the total distance as determined by a walking meter, roll tape, or other suitable device.

During any video inspection, if the television camera will not pass through the entire manhole section, the Contractor shall reset the equipment at the downstream manhole and attempt to inspect the section from the opposite direction. If the camera again fails to pass through the entire section, it shall be assumed that an obstruction exists. Efforts to televise that section of sewer line shall be temporarily suspended and the Contractor shall notify the Officer-in-Charge.

If the television camera lens becomes submerged during the inspection operation due to a sag in the pipeline, the Contractor shall record the conditions of the sag (i.e., length, maximum water depth noted) before continuing inspection on the remainder of the manhole section. Water depth shall be noted in 5 percent increments.

After the pre-construction video inspection has been completed, should it be determined by the Officer-in-Charge that cleaning of the sewer lines do not meet the requirements of the Contract Documents, the Contractor shall

reclean and reinspect the sewer lines at no additional cost to HHFDC. Likewise, after the post-construction video inspection has been completed, should it be determined by the Officer-in-Charge that CIPP rehabilitation work does not meet the requirements of the Contract Documents, the Contractor shall make the necessary repairs and re-inspect the sewer line at no additional cost to HHFDC. This additional video inspection by the Contractor may be required by the Officer-in-Charge, at no additional cost to HHFDC, as many times as it is necessary until it has been documented on video that cleaning or CIPP rehabilitation has been satisfactorily completed. All CCTV, both Pre and Post, shall be submitted within 10 days of the actual video inspection.

If the quality of any video recording is deemed to be unacceptable by the Officer-in-Charge, the sewer line shall be re-televised at no additional cost to HHFDC.

No sewage flow shall be allowed to enter any sewer main line during pre- and post-rehabilitation CCTV inspections unless otherwise allowed by the Officer-in-Charge.

6. MEASUREMENT AND PAYMENT

Payment for pre and post CCTV inspection work covered by this section shall not be paid for directly, but shall be considered incidental and included in the lump sum price bid for CIPP Lining in the Proposal Schedule.

END OF SECTION 20

SECTION 21 TRENCH REPAVEMENT

1. DESCRIPTION

This technical specification shall reference and supplement Section 38, RESTORING PAVEMENTS AND OTHER IMPROVEMENTS, of the City and County of Honolulu's Standard Specifications for Public Works Construction dated September 1986, as amended.

Pavement markers, striping and markings shall be restored to original or better condition.

2. MEASUREMENT AND PAYMENT

Payment for trench repavement covered by this section shall not be paid for directly, but shall be considered incidental and included in the unit price for spot repair of sewer pipe in the Proposal Schedule.

END OF SECTION 21

SECTION 22 POLYVINYL CHLORIDE (PVC) SEWER PIPE

1. GENERAL

- A. This technical specification covers the gravity sewer pipes for the Project. Gravity sewer pipes shall be made of Polyvinyl Chloride (PVC) compounds meeting ASTM D-1784. Pipes shall be 6-inch for replacement of laterals.

2. PVC PIPE:

- A. General: Gravity sewer pipe shall be PVC pressure pipe in compliance with AWWA C-900, AWWA Standard for Polyvinyl Chloride (PVC) Pressure Pipe, 4-Inch through 12-Inch for Water Distribution.
- B. Pipe: PVC pipe for gravity sewer pipe shall be Cast-Iron Pipe Equivalent O.D. type, Class 150 (DR 18). Pipe joints shall be bell and spigot with an elastomeric gasket.

Gravity sewer pipes shall conform to the following minimum dimensions:

<u>Pipe diameter</u>	<u>min wall thickness</u>	<u>Average O.D.</u>
6-inch	0.383"	6.90"
8-inch	0.503"	9.05"
10-inch	0.617"	11.10"
12-inch	0.733"	13.20"

PVC pipe for gravity sewers shall be furnished complete with couplings of the same type and composition as the pipe, gaskets conforming to ASTM F-477, and lubricants. Gaskets and lubricants shall be made from materials that are compatible with the PVC material and with each other and when used together, will not support bacteria growth.

- C. Repair Coupling: Repair couplings shall be used to connect new AWWA C-900 and C-905 PVC pipe to existing pipe (vitrified clay pipe). The coupling shall be designed and constructed for connecting sewer lines of dissimilar pipe materials and sizes. Repair coupling shall be Mission Flex-Seal Adjustable Repair Coupling (ARC) or approved equal. The sleeve shall be manufactured of molded natural and synthetic rubber conforming to ASTM C-425 and ASTM C-1173. Shearing rings shall be 300 series stainless steel with a minimum thickness of 0.012" and conforming to ASTM A-240. Sealing clamps with nut and bolt takeup shall be surgical grade 316 stainless steel conforming to ASTM A-240.

- D. Certification: Three (3) copies of the manufacturer's certification that all PVC pipes used for the Project's gravity sewer lines meet the minimum requirements set forth in the Contract Documents and in standards nationally adopted by the industry for C-900 PVC pipe (Class 150, DR 18) for characteristics which may include, but not be limited to, PVC cell classification, elastomeric gasket bell and spigot joint, size, shape, strength, chemical resistance, and pressure rating.

3. CONSTRUCTION DETAILS

- A. General: PVC pipes for this Project's gravity sewer lines shall be installed according to the requirements of the pipe manufacturer, the Contract Documents including this Technical Specification, and as directed by the Officer-in-Charge.
- B. The Contractor shall visually inspect and test all pipes and appurtenances prior to their installation and shall assume full responsibility for the soundness of the pipes and appurtenances installed.
- C. Trench excavation and backfill shall be as specified in TECHNICAL SPECIFICATIONS Section 23, "Trench Excavation and Backfill."
- D. Pipe Bedding: The Contractor shall provide crushed rock bedding for the gravity sewer lines as specified in the Contract Documents.
- E. Inspect each pipe before and after installation; replace those found defective and remove from site.
- F. Pipe shall be laid to existing lines and grades and shall form continuous pipe sections, from sewer manhole to sewer manhole, with a smooth uniform invert. Bending of the PVC pipes will not be allowed. Provide batterboards not more than 15 feet apart in trenches for checking and ensuring the pipe invert elevations. The pipe shall be uniformly supported along its entire length (bedding and side support). The use of concrete blocks and wood wedges to adjust the pipe to proper line and grade is prohibited. Laying of pipe shall commence at the lowest point, with the spigots facing in the direction of flow. The interior of the sewer pipe shall be cleaned of all dirt, joint compound, and superfluous or foreign material as the work progresses. Exposed ends of sewers shall be closed with approved temporary covers to prevent water, earth and debris from entering the pipe before leaving the work for the night. Should water, mud, and/or any other material enter any joint after the pipe has been laid in the trench, the affected joints shall be opened up either by removal of the pipes or by pulling the joints apart, and the joint thoroughly cleaned and replaced. Pipes which may float during construction shall be restrained

from movement as recommended by the manufacturer. Pipes which become submerged in water during the night shall be carefully checked each morning, and pipes found "floated" from their proper positions shall be re-laid by the Contractor at his own expense.

- G. Install pipe in accordance with the requirements of Uni-Bell PVC Pipe Association (UBPPA) UNI-B-3, "Recommended Practices for the Installation of Polyvinyl Chloride (PVC) Pressure Pipe (Normal Diameters 4 – 36 Inch) Complying with AWWA Standard C900 or C905".
- H. Any pipe or appurtenance which has been installed and proved defective shall be removed and replaced by the Contractor at no additional cost to HHFDC.
- I. Prior to installing a section of pipe, the circumference of the spigot end shall be marked to show the depth of the bell of the pipe. Upon proper embedding of the spigot end of the pipe against the bell, the pipe shall be jacked "home" to the preset mark on the pipe.
- J. Compression joints shall be wiped clean and thoroughly lubricated as directed by the manufacturer with lubricant from the manufacturer before the spigot end is inserted into the bell.
- K. The pipes shall be laid in such a manner that the joints shall not be subjected to undue stresses.
- L. Because of the nature of PVC pipe, the Contractor shall exercise appropriate care in handling, loading, unloading, and storing such pipes so as to avoid damage. All pipes shall be properly stored per the manufacturer's recommendations prior to installation. During transportation, vehicles with beds long enough to allow the lengths of pipe to lay flat shall be used. Defective pipes shall not be accepted. Unless concrete jacketed, pipes shall be covered with a minimum of 3 inches of an approved backfill material within 24 hours of being placed in the trench.
- M. The Contractor shall center load pipes with sufficient backfill to prevent arching and whipping under pressure. Joints shall be left exposed for inspection by the Officer-in-Charge during pressure testing.
- N. Testing for Leakage:
 - 1) General: All PVC gravity sewers shall be tested for leakage. Leakage testing shall be incidental to all the bid items in the Proposal. The Contractor shall, at his own expense, furnish and install suitable temporary testing plugs or caps, all necessary pressure pumps, pipe

connections, water, meters, gauges, all other necessary material, equipment, and labor for the required tests. All tests shall be made in the presence of the Officer-in-Charge.

- 2) Subject to approval by the Officer-in-Charge and provided that the tests are performed within a reasonable time after installation of the new lines, the Contractor may make the tests when he desires. Pipes installed in trenches or embedded in concrete shall be tested prior to the backfilling of the excavation or placement of the concrete. No backfilling shall be done between any adjacent manholes and no concrete jackets shall be placed until the pipes between such manholes have passed the leakage test or, unless otherwise approved in writing by the Officer-in-Charge. All leakage tests shall be completed and approved prior to permanent resurfacing.
- 3) Low Pressure Air Test:
 - a. Clean pipes to be tested by propelling a snug fitting inflated rubber ball through the pipes with water.
 - b. Plug all pipe outlets with suitable test plugs. Brace each plug securely. For point repair pipe replacement sections, an inflatable bladder may be used at each end of the replacement section.
 - c. If the pipe to be tested is submerged in ground water, insert a pipe probe by boring or jetting, into the backfill material adjacent to the center of the pipe, and determine the pressure in the probe when air passes slowly through it. This is the backpressure due to ground water submergence over the end of the probe. All gauge pressures in the test should be increased by this amount.
 - d. Add air slowly to the section of pipe being tested until the internal pressure approaches 4.0 psig.
 - e. Allow two minutes minimum for the air temperature to stabilize after an internal pressure of 4.0 psig is attained adding air only to maintain the pressure.
 - f. When pressure decreases to 3.5 psig, start stopwatch. Determine the time in seconds that is required for the internal air pressure to reach 2.5 psig. Minimum permissible pressure holding times for runs of single pipe diameter and for systems of 6" or 8" laterals in combination with trunk lines are indicated in seconds in the table attached hereto.

- g. Safety. The air test may be dangerous if a line is improperly prepared because of carelessness. The Contractor shall install and brace the various plugs to prevent any blowouts. The Contractor shall be aware that a force of 250 lbs is exerted on an 8" plug by an internal pipe pressure of 5 psi. The sudden expulsion of a poorly installed plug or of a plug that is partially deflated before the pipe pressure is released can be dangerous.

For safety reasons, pressurizing equipment should include a regulator set at perhaps 10psi to avoid over-pressurizing and damaging an otherwise acceptable line. No one shall be allowed in the manholes during testing.

- 4) The Contractor shall locate, uncover, repair and/or replace any pipes and/or joints found leaking during the tests at his own expense and without extension of time for the completion of the work. Additional tests and repairs shall be made until the section passes the specified test. The Contractor shall repair all visible leaks, regardless of the limits of the leakage tests.
- O. Mandrel Test for Deflection: A mandrel test shall be performed no sooner than 30 calendar days after the trench backfill is completed. In roadway areas, the 30 calendar day period shall begin after installation and compaction of bedding, backfill and subbase to within 2 feet of the finished pavement grade. A rigid nine-sled mandrel shall be pulled through the pipe by hand to detect obstructions, deflections, out-of-roundness, joint offsets and lateral pipe intrusions. The mandrel shall have a cross section equivalent to a circle having a diameter at least 95 percent of the specified base inside diameter of the pipe (see following table of base inside diameters). The minimum length of the circular portion of the mandrel shall be equal to the nominal diameter of the pipe. The test shall be performed by the Contractor in the presence of the Officer-in-Charge. Mandrel testing for deflection shall be considered incidental to all the bid items in the Proposal. The Contractor shall be responsible for the costs of all materials, equipment and labor required to perform the testing. Any section of pipe that fails to permit passage of the mandrel shall not be accepted until properly repaired or replaced, and retested.

<u>Nominal Pipe Size</u>	<u>Approx Inside Diameter</u>
4"	4.23"
6"	6.08"
8"	7.98"

10"
12"

9.78"
11.64"

- P. Buried Warning and Identification Tape: Provide 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 on rolls, 3-inch minimum width, green in color, for the intended utility with warning and identification imprinted in bold black letters continuously over the entire tape length. Warning and identification to read, "CAUTION, BURIED SEWER LINE BELOW" or similar wording. Color and printing shall be permanent, unaffected by moisture or soil.

The polyethylene plastic tape shall have a minimum thickness of 0.004 inches. The tape shall have a minimum strength of 1,500 psi lengthwise and 1,250 psi crosswise. The 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.

Whenever a new roll of warning tape is required to be joined to the end of an existing roll, the splice shall be made by overlapping the two ends a minimum of 6 inches and taping the entire overlapped section with duct tape.

- Q. Prior to Final Inspection: All gravity sewer lines shall be visually inspected prior to final inspection. All water, mud and other debris in the lines shall be removed. Inspection and cleaning of the gravity sewer lines shall be incidental to all the bid items in the Proposal.

4. MEASUREMENT AND PAYMENT

- A. The lengths of PVC sewer pipe for the gravity sewer main measured for payment shall be the actual number of linear feet of pipe, installed in place, as determined by horizontal measurements. Where the grades exceed 10 percent, the actual length of pipe installed will be measured.
- B. Payment for PVC pipe for the gravity sewer mains, as measured above, shall be made at the unit price bid per linear foot of spot repair as scheduled in the Proposal, and includes replacement of damaged section of pipe and connection to existing pipe, all warning/identification tape, testing, and all incidentals required for installation of the PVC sewer pipes in place complete.

All newly installed PVC gravity sewer lines shall be air tested. Minimum holding times for the air tests shall comply with the table below.

AIR TEST TABLE

MINIMUM HOLDING TIME IN SECONDS REQUIRED FOR PRESSURE TO DROP FROM 3-1/2 TO 2-1/2 PSIG

LENGTH OF LINE IN FT	PIPE DIAMETER													
	4"	6"	8"	10"	12"	15"	18"	21"	24"	27"	30"	33"	36"	39"
25	4	10	18	28	40	62	89	121	158	200	248	299	356	418
50	9	20	35	55	79	124	178	243	317	401	495	599	713	837
75	13	30	53	83	119	186	267	364	475	601	743	898	1020	1105
100	18	40	70	110	158	248	356	485	634	765	851	935		
125	22	50	88	138	198	309	446	595	680					
150	26	59	106	165	238	371	510							
175	31	69	123	193	277	425								
200	35	79	141	220	317									
225	40	89	158	248	340									
250	44	99	176	275										
275	48	109	194	283										
300	53	119	211											
350	62	139	227											
400	70	158												
450	79	170												
500	88													
550	97													
600	106													
650	113	170	227	283	340	425	510	595	680	765	851	935	1020	1105

NOTE: TO BE USED WHEN TESTING ONE DIAMETER ONLY

END OF SECTION 22

SECTION 23 TRENCH EXCAVATION AND BACKFILL

This technical specification shall reference and supplement Section 11, TRENCH EXCAVATION AND BACKFILL, of the City and County of Honolulu's Standard Specifications for Public Works Construction dated September 1986, as amended.

1. GENERAL

- A. The trench width from the bottom of the trench to two (2) feet above the top of the pipe shall be the payment trench width as shown in the City and County of Honolulu's Standard Details for Public Works Construction dated September 1984, as amended.
- B. From two (2) feet above the top of the pipe to the existing ground, the width of trench excavation shall extend as vertical as practicable and/or be confined to the minimum work area required for construction and shall not extend beyond existing structures or utilities adjacent to the sewer pipe alignment, unless otherwise authorized by the Officer-in-Charge.
- C. Payment for Trench Excavation shall always be limited to the trench payment width called for in the City and County of Honolulu's Standard Details for Public Works Construction dated September 1984, as amended.
- D. The placing of stockpiles of excavated materials, pipes, and construction materials adjacent to the trench excavation is prohibited. The Contractor shall haul and store the materials at a site approved by the Officer-in-Charge and shall haul the materials to the job site as required at no cost to HHFDC. Construction shall be scheduled in small increments and trenches shall be backfilled as soon as possible.
- E. Trench stability shall be the responsibility of the Contractor. Trenches shall be well-braced to prevent cave-ins of the trench walls and subsidence of areas adjacent to the trench. In addition, when trench excavation is adjacent to, above, or under existing structures, facilities, surface or underground utilities, poles or improvements, the Contractor shall not only be responsible for properly sheeting and bracing the excavation, but also for stabilizing the existing ground to render it safe and secure from possible slides, cave-ins, and settlement, and for properly supporting existing structures, facilities, surface or underground utilities, poles or improvements with beams, struts, or underpinning as required to ensure that no movement or damages occur to such improvements. Sheeting, bracing, and underpinning shall comply with all applicable City, State, and Federal safety codes and requirements, including OSHA

excavation, drilling, and trench standards.

- G. The Contractor shall expose all utilities prior to starting excavation between any two consecutive sewer manholes.
- H. Unless authorized in writing by the Officer-in-Charge, trenches shall be kept free of water during the installation, testing, and backfilling of pipes. The Contractor shall be responsible for any damages to adjacent existing structures, buildings, improvements, and utilities resulting from his dewatering operations. The Contractor's dewatering operations shall be performed in compliance of all City, State and Federal rules, regulations and permits. The Contractor shall be responsible for applying for, obtaining, renewing and complying with all permits required to cover his dewatering operations. The Contractor shall be liable for all penalties, fines, and remedies resulting from his failure to fully comply with applicable rules, regulations and permits.

2. MEASUREMENT AND PAYMENT

Payment for trench excavation and backfill covered by this section shall not be paid for directly, but shall be considered incidental and included in the unit price bid for spot repair of sewer pipe in the Proposal Schedule.

END OF SECTION 23

SECTION 24 CRUSHED ROCK BEDDING

1. DESCRIPTION

The work shall consist of placing and compacting crushed rock bedding material under newly installed sewer pipes, manholes and appurtenances. Crushed rock bedding shall be placed and compacted as shown on the Plans and as described in these technical specifications.

2. MATERIALS

Crushed rock bedding shall be free-draining granular material, such as No. 3B Fine Gravel (ASTM C 33, No. 67 gradation), unless directed otherwise by the Officer-in-Charge.

3. CONSTRUCTION

Pipe bedding material shall be crushed rock bedding consisting of dimensions specified in the City and County of Honolulu's Standard Details for Public Works Construction dated September 1984, as amended, of No. 3B Fine gravel which shall be placed under new sewer pipes, manholes and appurtenances.

4. MEASUREMENT AND PAYMENT

Payment for crushed rock bedding covered by this section shall not be paid for directly, but shall be considered incidental and included in the unit price bid for spot repair of sewer pipe in the Proposal Schedule.

END OF SECTION 24

SECTION 25 CURED-IN-PLACE PIPE (CIPP) - WATER AND STEAM CURED

1. DESCRIPTION

It is the intent of this technical specification to provide for the rehabilitation of existing sewer lines by the installation of water and/or steam cured-in-place pipe (CIPP).

The CIPP shall be formed by inserting a resin-impregnated flexible felt tube into an existing sewer line, expanding the tube to fit against the existing sewer line walls, and then curing the resin as required using heated water or steam. The finished product within the lined pipe section shall be a continuous, jointless structural pipe that is formed to the existing sewer line and, unless otherwise indicated, shall provide a minimum of 100% of the existing sewer line's original structural and hydraulic design capacities.

The Contractor is advised that CCTV inspections were performed on the sewer segments to be rehabilitated in 2015. Video recordings of the inspections are attached to and made a part of the bid documents.

2. REFERENCED DOCUMENTS

This technical specification references American Society for Testing and Materials (ASTM) and National Association of Sewer Service Companies (NASSCO) standards which are made part hereof by such reference, and shall be the latest edition and revision thereof. CIPP provisions, methods, tests, materials, etc., not addressed by this technical specification shall be governed by ASTM F1216 or F1743, and D5813. In the event there is a conflict between the aforementioned references and this technical specification, this technical specification shall govern.

3. GENERAL

A. Basic procedure for the sewer rehabilitation shall include an access shaft, sewer flow control and bypass pumping (see TECHNICAL SPECIFICATIONS Section 18) where necessary, sewer line cleaning (see TECHNICAL SPECIFICATIONS Section 19), pre-rehabilitation television inspection (see TECHNICAL SPECIFICATIONS Section 20), and liner installation, testing, post-rehabilitation television inspection (see TECHNICAL SPECIFICATIONS Section 20). After completion of the rehabilitation, the CIPP liner shall provide a continuous, watertight, corrosion resistant conduit within the existing sewer line.

- B. Prior to ordering sewer rehabilitation materials, the Contractor shall be responsible for inspecting and confirming the inside dimension, alignment, pipe material, and condition of the existing sewer pipe segments to be lined with CIPP.
- C. The Contractor shall be responsible for performing all CIPP and related work, including video inspection, excavations and cleaning in accordance with applicable Federal, State, and City safety regulations, including current OSHA safety standards. Prior to entering manholes and other confined spaces to perform sewer rehabilitation work, the Contractor shall evaluate the atmosphere in and near the sewer to determine the presence of toxic or flammable vapors and shall ventilate the rehabilitation work area as necessary to render it safe, in accordance with TECHNICAL SPECIFICATIONS Section 7, "Confined Space Entry".
- D. The Contractor shall be responsible for odor and noise mitigation on this Project in accordance with applicable Federal, State, and City regulations. The Contractor shall monitor the surrounding area and minimize any odors and noise that may occur due to his work activities. In addition, the Contractor shall be responsible for obtaining necessary permits prior to the start of construction.
- E. Pipeline rehabilitation products that require bonding to the existing pipe wall for structural strength will not be allowed since the present structural conditions of the existing pipe walls are unknown and may vary considerably. No CIPP product shall be accepted unless vacuum resin impregnation techniques are used. The finished CIPP wall shall be homogenous throughout, except for the exterior coating (i.e., no intermediate impermeable layers).
- F. The Contractor shall test all materials for compliance with the Contract Documents prior to delivery to the Project. Materials shall not be more than six (6) months old from the date of manufacture to the time of installation. Products intended for use on this Project shall be clearly labeled. Labeled information shall include product name, manufacturer, date of manufacture, etc.
- G. The Contractor shall be responsible for designing and implementing traffic control plans as required for CIPP installation in accordance with TECHNICAL SPECIFICATIONS Section 10, "Traffic Control". Traffic control plans shall be designed by an engineer licensed in the State of Hawaii and shall conform to applicable provisions of the current "Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD), as amended, published by the Federal Highway Administration.

Design of the Contractor's traffic control plans for CIPP installation and obtaining approvals from the appropriate agencies, shall be the total responsibility of the Contractor. No additional time will be allowed for the design and processing for approval of the traffic control plans for CIPP installation.

4. PRODUCT QUALIFICATION

In order for a CIPP product (combination of tube and resin) to qualify for use in the Project, a history of successful commercial viability shall be shown. Products not meeting the minimum requirements established by HHFDC for successful commercial viability shall be rejected. HHFDC shall be the sole judge as to whether the requirements have been met. For a proposed CIPP product to qualify as a commercially acceptable product for the Project, the following requirements must be met:

- A. A minimum of 50,000 linear feet of successful wastewater collection system installations in the U.S. shall be documented. The proposed tube and resin shall have been used together as one product, to assure commercial viability of the materials and the process. In addition, the CIPP product shall have been in service within wastewater collection facilities in the United States for a minimum of three years, unless otherwise approved by the Officer-in-Charge. Installations of the proposed resin and tube used independently from each other may not be used to qualify the product for the linear footage and years of service requirements.
- B. The manufacturer(s) for both proposed resin and tube shall have successfully produced the material in the U.S. continuously for a minimum of three years, unless otherwise approved by the Officer-in-Charge.

The Contractor shall submit documentation that the proposed product meets the above minimum linear footage and years of service requirements. The documentation shall include for each project the name, address and reference telephone numbers of the owner of the pipe line system that was CIPP lined; date of owner acceptance of the completed product installation; length of CIPP installed; diameter of host pipe; and installer name, address and reference telephone numbers. In addition, the Contractor shall submit documentation in the form of a notarized letter(s) from the manufacturer(s) verifying that the proposed resin and tube materials have been manufactured for a minimum of three years or the project's linear footage does not exceed three percent (3%) of the total footage of the product (at time of bid) that has been successfully installed in the U.S.

The above documentation of product qualification and notarized Manufacturer's letter(s) shall be hand carried, mailed or faxed to HHFDC within 14 calendar days after the Notice to Proceed date. Contractor shall hand carry, mail or fax the documentation to:

Mr. Leo Domingo
Hawaii Housing Finance and Development Corporation
677 Queen Street, Suite 300
Honolulu, Hawaii 96813
Fax Number: (808) 587-0600

5. INSTALLER QUALIFICATION

Installation of CIPP liner products must be performed by a work force that is experienced in such installation work.

At minimum, the Contractor's CIPP liner work force shall include a CIPP work supervisor, a CIPP work crew member experienced in liner wet-out and insertion, and a remote cutter operator for lateral reinstatement. The Contractor's CIPP liner work force shall meet the minimum qualifications set forth in TECHNICAL SPECIFICATIONS Section 15, "Qualification of Bidders (CIPP)".

6. PRODUCT TEST DATA

No product shall be allowed to be installed without submittal of test data supporting the product performance requirements listed below. Materials tested in order to provide the required test data shall be similar to those proposed for use in the Project. Unless test data is required below to be obtained from field samples, all test samples shall be prepared so as to simulate the conditions and procedures the product will experience during the Project. All testing shall have been performed by an independent third party qualified to perform such testing.

- A. Chemical resistance - Tests shall be conducted for standard domestic sewage application in accordance with ASTM F1216, Appendix X2, or F1743, Section 7.2, and meet the minimum requirements listed therein.
- B. Hydraulic capacity - Calculations shall be submitted which support that the finished in-place flexible tube shall be able to provide a minimum of 100% of the existing sewer line's original design capacity. (Original design capacity of the existing sewer line shall be calculated using a roughness coefficient "n" of 0.013.). The typical roughness coefficient "n" to be used in calculations for the proposed flexible tube shall be verified by independent third party (hired by the product Manufacturer) test data, but

shall not be less than 0.011, unless otherwise approved by the Officer-in-Charge.

- C. Flexural modulus and strength - In order to verify the proposed product's past performance, the Contractor shall submit detailed test results from a minimum of 10 previous successful project installations of the proposed CIPP liner. The test results of field samples from each of the previous project installations shall verify that the minimum requirements for short-term flexural modulus and flexural strength specified in this technical specification had been achieved.

7. SUBMITTALS

Provide sufficient detail to allow the Officer-in-Charge to judge whether or not the proposed materials, equipment, forms, and procedures will meet the Contract requirements. All design calculations and shop drawings shall be prepared and stamped by a Civil Engineer licensed in the State of Hawaii. No materials shall be manufactured prior to approval of the submittals by the Officer-in-Charge.

A. Design Analysis

The CIPP shall be designed per ASTM F1216. The design used for the product shall be submitted in a report for review and approval. The report shall document the design criteria and assumptions for a fully deteriorated pipe section. Physical properties used in design equations shall be validated by independent testing.

B. Manufacturing and Quality Control

- 1) Engineering design guides and detailed quality control procedures for rehabilitation materials, manufacturing, shipping, handling and storage, and installation shall be submitted for review. This shall include inspection requirements, product sampling procedures, testing procedures, material safety data sheets (MSDS) for materials and allowable manufacturing tolerance levels.
- 2) The Contractor shall submit certification provided by the product Manufacturer as to the country of manufacture of all major components to be used to produce the final installed work.

C. Installation

- 1) The Contractor shall submit documentation provided by the Manufacturer that the Contractor is qualified to properly install the proposed product. The documentation shall consist of evidence of Contractor training, testing and/or certification of being trained to install the Manufacturer's product.

The above documentation of Contractor's training shall be hand carried, mailed or faxed to HHFDC within 14 calendar days after the Notice to Proceed date. Contractor shall hand carry, mail or fax the documentation to:

Mr. Leo Domingo
Hawaii Housing Finance and Development
677 Queen Street, Suite 300
Honolulu, Hawaii 96813
Fax Number: (808) 587-0600

- 2) An itemized list detailing the installation procedures to be used shall be submitted. This shall include estimated times for each task, the number of required excavations, resin curing method, and any other items unique to each process. A cure schedule shall be included that provides the resin manufacturer's recommended cure and cool down times and cure temperature. Procedures to be submitted shall include proposed methods of removing or reducing the height of protruding wrinkles in the liner.
- 3) All related ASTM standards or any nationally recognized standards for installation of the product shall be submitted.
- 4) Detailed procedures shall be submitted for repairing the product in the event of failure or future damage. These procedures should not require specialized training and/or equipment for maintenance crews.
- 5) Where applicable, detailed procedures shall be submitted for future tapping of service connections into the product. The procedures should not require specialized training and/or equipment for maintenance crews.
- 6) Detailed description and physical properties of the lubricant to be used during installation shall be submitted for the Officer-in-Charge's approval.
- 7) Detailed procedures for the construction of manhole transition sections along with description and physical properties of the concrete bonding

agent to be used shall be submitted for the Officer-in-Charge's approval.

- 8) Examples of forms and quality control records to be used throughout the installation and curing process to demonstrate effective application and verification checks shall be provided. These forms and quality control records are subject to approval by the Officer-in-Charge.

8. MATERIALS

All materials and components, including resin, tube, and outside layer of tube, shall be compatible and suitable for providing a finished CIPP product which meets the requirements of the Contract Documents. The Contractor shall submit documentation certifying that the resin, tube, and outside layer of tube are compatible.

The design thickness of the CIPP wall is a function of multiple factors including, but not limited to, product materials and the condition of the existing sewer line. The materials used shall have the capability to vary wall thicknesses in order to address variations in existing pipe conditions (i.e., circumferences, deterioration, alignment due to pipe bends) and design considerations for a fully deteriorated host pipe.

- A. Tube - The material shall meet the requirements of ASTM F1216, Section 5.1, or F1743, Section 5.2.1. The tube shall be compatible with the resin system used. The tube shall be fabricated to a size that, when installed, will fit the internal circumference and the length of the existing pipe. Allowance shall be made for circumferential and longitudinal stretch during installation. The tube shall be capable of conforming to offset joints, bells and disfigured pipe sections. For CIPP liners, the minimum length of each section shall be the distance from the manhole to the next manhole. The Contractor shall verify the section lengths and inside dimensions of the existing sewer section before tube fabrication. Sewing or connecting tubes in order to attain the required length is prohibited.

The outside layer of the flexible tube (before inversion) shall be plastic coated with a transparent flexible material that is compatible with the resin system used. The plastic coating shall not delaminate after the flexible tube has cured.

The flexible tube shall contain no intermediate or encapsulated elastomeric layers. No material shall be included in the tube that can be subject to delamination in the cured flexible tube.

- B. Resin - The resin system shall meet the requirements of ASTM F1216, Section 5.2, F1743, Section 5.2.3, or these technical specifications, whichever is more stringent.

The resin shall be of suitable, visible color to show that the felt liner is completely and uniformly impregnated. The color used shall not interfere with visual and/ or closed circuit television (CCTV) inspection of the liner or its required properties.

The following items pertaining to the resin shall be submitted prior to wet-out of the liner:

- 1) The proper quantity (volume or weight plus the specific gravity of the resin) needed to fill all of the felt voids plus the targeted additional resin quantity to compensate for polymerization shrinkage and migration, in a unit length of each diameter and thickness of installed and cured CIPP to be supplied on this project for each line installed.
- 2) Resin colorant type or brand name.
- 3) Colorant information.
- 4) Colorant level (proportion) to be used, based on the percent of resin weight.
- 5) A procedure for adding the colorant to the resin.
- 6) At time of lining, a signed copy of the wet-out sheet (batch ticket) for each liner delivered to the site and installed. The wet-out sheets shall certify that for each length of a diameter and thickness, the information is truthful and accurate. The information on the wet-out sheet shall include, but shall not be limited to: liner number, liner diameter, liner thickness, wet out time (prep, mixing and filling, conveyer, clean up, total), resin identification, quantity of resin placed and retained in the felt, a nominal yield calculation, catalyst and promoters used and their proportions, fabric tube identifier, fabric tube length (measured, dry, wet out, total) and the roller gap dimension.

The resin manufacturer shall provide a recommended cure and cool down schedule for each diameter and thickness.

9. DESIGN PARAMETERS

The installed CIPP liner design parameters shall meet or exceed the following requirements.

Minimum CIPP Resin Requirements:

Flexural Modulus (short term)	400,000 psi
Flexural Modulus (long term)*	200,000 psi
Flexural Strength	4,500 psi

*The long term flexural modulus is defined as fifty years as determined by ASTM D2990 Test Method

Minimum Finished (cured) CIPP Wall Thickness Requirement for full-length liner (regardless of calculated thicknesses as defined by ASTM standards identified in this technical specification):

For 8-inch Diameter Vitrified Clay Host Pipe and Polyvinyl Chloride Host Pipe	4.3 mm (0.17-inch)
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Other Minimum Design Parameters and Assumptions to be used in determining minimum finished liner thickness:

Fully deteriorated host pipe.

H-20 truck live load = 16,000 lbs

Groundwater depth above the bottom of the pipe = depth to ground surface (to reflect saturated soil conditions after a heavy rain).

Pipe ovality = 3 percent

Soil density = 120 lbs/cu. ft.

Soil modulus = 500 psi

Safety factor = 2.3

10. STRUCTURAL REQUIREMENTS

The flexible tube shall be designed as per ASTM F1216, Appendix X1, with the following additional requirements:

A. The tube design shall assume no bonding to the existing pipe wall.

- B. With regards to external buckling and because the structural conditions of the existing sewer pipe walls are unknown, the flexible tube shall be designed to act as a stand alone pipe within the existing pipe.

Acceptable third party testing and verification of the design analysis techniques (ASTM F1216, Appendix X1.2.2 for all installation methods) shall be submitted for HHFDC review prior to installation of the liner.

- C. The bond between the flexible tube layers shall be strong and uniform. All layers shall form one homogeneous structural pipe wall with no part of the flexible tube left unsaturated by the resin after curing.

11. PRELIMINARY INVESTIGATION OF HOST SEWER PIPE

Prior to ordering rehabilitation materials, the Contractor shall be responsible for inspecting and confirming the inside diameter, pipe material, and alignment of the host sewer pipe, and determining the condition of each segment to be lined. The Contractor shall use the data and information collected from this inspection to finalize the liner size, refine the liner design, and refine the installation techniques. If unknown physical conditions in the work area are encountered during the investigation that materially differ from those ordinarily encountered, the Contractor shall notify the Officer-in-Charge.

12. INSTALLATION OF LINER

Liner installation shall be in accordance with ASTM F1216, Section 7, or F1743, Section 6, and with the following requirements:

A. Cleaning and Inspection

The sewer line shall be cleaned and video inspected per TECHNICAL SPECIFICATIONS Section 19, "Sewer Line Cleaning", and Section 20, "Television Inspection" prior to CIPP installation. Cleaning and video inspection shall be approved by the Officer-in-Charge before beginning the CIPP installation work.

Just prior to the installation of CIPP liner, the Contractor shall flush the sewer line to remove all accumulated debris that was built up after sewer line cleaning.

B. Access

The Contractor shall locate and designate all manhole access points that will be used for liner installation and sewer bypassing. The Contractor shall verify that all access points are open and accessible for work and

identify any obstacles that may prevent proper installation of the CIPP liner.

C. Resin Impregnation

- 1) The tube shall be free of any tears and frayed sections. The tube shall be impregnated with resin (wet-out) in accordance with ASTM F1216, Section 7.2, or F1743, Section 6.2. A vacuum impregnation process shall be used. A roller system shall be used to uniformly distribute the resin throughout the tube. All air in the tube shall be removed by vacuum allowing the resin to thoroughly impregnate the tube. All resin shall be contained to ensure no public property or persons are exposed to the liquid resin.

The Officer-in-Charge or his representative shall be present during the wet out operation.

- 2) The installer shall arrange for a location where the liner will be vacuum-impregnated prior to installation. The installer shall allow the Officer-in-Charge to inspect the materials and procedures used to vacuum-impregnate the tube.
- 3) Should the liner material (felt layers and interior plastic coating) be cut to pump/vacuum resin into the liner, all cut layers of the felt shall be sewn closed and the plastic coating sealed watertight, per manufacturer's recommended procedures.

D. Bypassing

- 1) If bypassing of sewage flows is required around the sections of pipe designated for rehabilitation, the bypass shall be constructed in accordance with TECHNICAL SPECIFICATIONS Section 18, "Sewer Flow Control."
- 2) The Contractor shall be responsible for designing, implementing and obtaining the necessary approvals for Traffic Control Plans in accordance with TECHNICAL SPECIFICATIONS Section 10, "Traffic Control".
- 3) Public advisory services shall be required to notify all parties whose service laterals will be affected and all connected residents to advise minimum water usage. The Contractor shall provide written notification of work activities to all local users 14 calendar days before interruption of service and provide interim sewer service. This

notification shall include a description of the project, the method of construction, and the approximate date and duration that disruption of sewer service will occur. The notification shall also note the potential inconvenience from resin odor, noise, and lights. The Contractor shall maintain a notification log which will include the date and time of the notification, the contact person's name, and if no contact was made, a notation that the information was left at the person's door. The notification shall be submitted to the Officer-in-Charge for approval at least 14 calendar days prior to being provided to affected parties.

If authorized by the Officer-in-Charge, in-person verbal notification shall be acceptable in lieu of the above written notifications.

E. Insertion of Liner

- 1) Insertion shall be in accordance with ASTM F1216, Section 7.4, or F1743, Section 6.4. If the tube is being pulled into the pipe, no resin shall be lost by contact with manhole walls or the pipe. The resin should not be contaminated or diluted by exposure to dirt, debris, or water during the pull. The resin that provides a structural seal shall not contact the pipe until positioned at the point of repair.
- 2) The Officer-in-Charge or his representative shall be present during the entire liner insertion procedure. The Contractor shall provide a written notice to the Officer-in-Charge a minimum of 24 hours prior to insertion of the liner.
- 3) Contractor may use grouting as required to prevent resin washout in the CIPP liner from high infiltration.
- 4) Tube insertion forces or pressures shall be limited so as not to stretch the tube longitudinally by more than 5% of the original length.
- 5) Before the insertion begins, the tube manufacturer shall provide values for the minimum pressure required to hold the tube tight against the existing conduit and the maximum allowable pressure so as not to damage the tube. Once the insertion has started, the pressure shall be maintained between the minimum and maximum pressures until the insertion has been completed. Should the pressure deviate from the required, the installed tube shall be removed from the host conduit at the Contractor's expense. The Contractor shall provide the Officer-in-Charge with a continuous log of pressure during cure.

- 6) Prior to installation, remote temperature gauges (typically thermocouple probes) shall be placed inside the host pipe at the invert level of each end to monitor the temperatures during the cure cycle.
- 7) Segments of liner that have been resin impregnated and placed in the host conduit and then are found to be too short, shall be removed without curing and properly discarded at the Contractor's expense. Removal of the uncured, resin impregnated liner shall be accomplished in such a way as to minimize the amount of resin allowed to escape. The Contractor shall be responsible for cleanup of all escaped resin and any odors that may result. The Contractor shall submit a plan to remove any odors and resin impregnated, uncured liner from the host conduit including protection of the host system from escaping resin to the Officer-in-Charge for approval a minimum of three weeks prior to the first installation process.
- 8) The existing sewer line shall be dewatered as required for proper liner installation.
- 9) The use of a lubricant during inversion is recommended to reduce friction. This lubricant should be poured into the water in the downtube or applied directly to the tube. Lubricant shall not be used in processes where impregnated coatings are performed prior to tube installation. The lubricant used shall be a non-toxic, oil-based product that has no detrimental effects on the tube or roller and pump system, and will not support bacterial growth or adversely affect sewage treatment processes.
- 10) The tube shall not be exposed to ultraviolet light.
- 11) The tube shall not experience excessive bubbling or wrinkling during insertion.

F. Curing

After insertion of the wetted out tube is complete, the Contractor shall use a suitable heat source and distribution equipment to circulate heated water or steam uniformly throughout the section for a consistent cure of the resin. The curing temperatures shall comply with submittals and manufacturer's recommendations.

The heat source shall be fitted with suitable monitors to gauge the temperature of the incoming and outgoing water supply or steam. Another such gauge shall be placed between the impregnated liner tube and the invert of the host pipe at the insertion and termination manholes, and any

intermediate manholes (at minimum), to determine the temperatures during the resin cure process. Temperatures at all gauges shall be monitored and logged during curing and cool down. The Contractor shall provide the Officer-in-Charge with a continuous log of all temperatures monitored at all gauges during the resin curing process.

Initial cure may be considered completed when the exposed portions of the felt tube appear to be hard and the termination manhole temperature sensor indicates the temperature to be adequate to realize an exotherm or cure in the resin as recommended by the resin manufacturer and approved by the Officer-in-Charge. Curing temperatures and duration shall comply with previously submitted data and information.

Curing shall be in accordance with ASTM F1216, Section 7.6, or F1743, Section 6.6.

Any hot water or steam used during the curing process shall be free of any pollutants and shall be properly disposed of at ambient temperatures in an environmentally safe manner in accordance with applicable Federal, State, and City rules and regulations. Contractor shall be responsible for obtaining the applicable permits.

G. Cool-Down

The Contractor shall cool the hardened pipe to a temperature below 100 degrees F before relieving the water column (pressure) or 113 degrees F before relieving the internal pressure. Cool-down may be accomplished by the introduction of cool water into the inversion standpipe to replace water or mixture of air and steam being drained from a small hole made at the downstream end. Care shall be taken in the release of the water column or air pressure so that a vacuum will not be developed that could damage the newly installed CIPP. Coupon samples shall be obtained for testing.

Cool-down shall be in accordance with ASTM F1216, Section 7.7, or F1743, Section 6.7.

H. Workmanship

- 1) The finished CIPP shall be continuous over the entire length of each installation run and be free of such defects not limited to holidays, foreign inclusions, dry spots, lifts, delamination, buckling, creases, seepage of groundwater through the liner material, leaking at blisters, bulges, soft spots, holes, cracks, and other deformities. The Contractor shall submit an outline of specific repair procedures for

potential CIPP liner defects as recommended by the manufacturer. If defects are present, the Contractor shall remove and replace the liner in these areas, using a method approved by the Office-in-Charge, at the Contractor's sole expense and at no additional cost to HHFDC.

- 2) Wrinkles in the finished CIPP liner shall be repaired as indicated in the following table.

Location of Wrinkle	Height of Wrinkle	Repair Method and Tolerance
Below springline or d_n , whichever is higher	Greater than 2 percent of the pipe diameter or 1/4", whichever is greater	Grind to 2 percent of the pipe diameter or 1/4", whichever is greater
Above springline or d_n , whichever is higher	Greater than 4 percent of the pipe diameter or 1/2", whichever is greater	Grind to 4 percent of the pipe diameter or 1/2", whichever is greater

**Officer-in-Charge shall determine if repairing the wrinkle is necessary*

Should the liner be inadvertently perforated during the grinding procedure, the Contractor shall repair or replace the liner by a method approved by the Officer-in-Charge.

- 3) If the liner does not fit tightly against the original pipe at its termination point(s), the space between the pipes shall be sealed by filling with a high strength, structural, epoxy paste adhesive. The epoxy adhesive shall be Sikadur 31 Hi-Mod Gel or an approved equal.

13. REINSTATEMENT OF LATERAL CONNECTIONS

A. Lateral Connection Determination

The Contractor shall determine the location and number of lateral connections during his pre-rehabilitation television inspection (see TECHNICAL SPECIFICATIONS Section 20) or from other methods approved by the Officer-in-Charge. The methods utilized by the Contractor shall not require any excavation or removal of existing pipe.

B. Lateral Connection Reinstatement

After the CIPP has been cured in place, the existing lateral connections shall be reinstated as required. This shall be done without excavation, from the interior of the pipeline by means of a television camera and

remote-control cutting device. The remote-cutting device shall be able to pass a 3/4" offset in a CIPP lined 6" diameter pipe. The reinstated opening shall be neat, and its edges smooth and without any hanging fibers, or loose or abraded materials. The invert of the reinstated opening shall match the invert of the original connection. Additionally, the opening shall be reinstated to a minimum of 90% and a maximum of 95% of the original connection opening. The Contractor shall be responsible for restoring/correcting without delay all missed or faulty reconnections as well as for any damages, which may have resulted. A minimum of one (1) standby remote-control cutting device shall be on site during lateral reinstatement operations.

All lateral connections shall be reinstated within 10 hours after the completion of the curing process to minimize disturbance to private residents. If connections cannot be reinstated within this period of time, the Contractor shall obtain approval from the Officer-in-Charge prior to any extension to allow additional bypass/diversion pumping. Added bypass/diversion pumping services shall be incidental to the project and at the Contractor's expense.

The Contractor shall be responsible for maintaining an emergency crew capable of cutting taps and readily available to respond to sewer service customer problems after normal working hours unless otherwise determined by the Officer-in-Charge. Costs related to the emergency response will be incidental to the Contract and not measured for payment. Contractor's emergency crew shall be qualified and fully equipped to perform lateral connection reinstatement operations and provide temporary bypassing if required to maintain sewer service.

14. TRANSITION SECTIONS

- A. Transition sections shall be constructed to channel sewage flow and minimize entrance and exit losses as the flow passes through the existing manhole structures affected by CIPP work. For the situation where a CIPP liner terminates at both upstream and downstream manhole pipe openings, the transition grout within the channel shall have a uniform thickness equal to the liner thickness throughout the length of the channel. For cured liner with the liner in only one pipe opening, the transition grout shall be equal to the liner thickness at the manhole wall and taper towards the center of the manhole at a ratio of 1:10 (V:H).

When the pipe liner is placed through manholes, the Contractor shall cut away the top of the pipe liner to conform to the existing manhole walls.

Existing benches and channels shall be built up with grout as needed to match the CIPP liner elevations. Smooth transitions shall be formed between the existing surfaces and the CIPP.

- B. Prior to applying new concrete, the existing surfaces shall be adequately cleaned, scraped of loose concrete, and roughened. An approved concrete bonding agent shall be applied prior to the construction of any new channels, benches and/or transition sections. The bonding agent shall meet ASTM C-881 requirements for Type 1, Grade 3, epoxy resin adhesive. The bonding agent shall be Sikadur 31 Hi-Mod Gel or an approved equal.
- C. Any new channels, benches, and transition sections shall be formed using a quick setting, high strength Portland cement based repair mortar. The mortar shall be SikaTop 122 Plus, Sauereisen SubstrateResurfacer No. F-121, or an approved equal. The mortar shall have the following minimum properties:

	<u>SikaTop 122 Plus</u>	<u>Sauereisen SubstrateResurfacer No. F-121</u>
Flexural Strength:	2000 psi 28-days (ASTM C-293)	1500 psi 7-days (ASTM C-580)
Tensile Strength:	750 psi 28-days (ASTM C-496)	822 psi 7-days (ASTM C-307)
Bond Strength:	2200 psi 28-days (ASTM C-882)	2200 psi 7-days (ASTM C-882)
Compressive Strength:	7000 psi 28-days (ASTM C-109)	7000 psi 28-days (ASTM C-109)

- D. At all manholes apply Sikadur 31 Hi-Mod Gel or an approved equal between the CIPP liner and the existing pipe. The material shall be applied around the entire circumference of the pipe to fully seal the annular space to prevent infiltration of groundwater and exfiltration of sewage and sewer gases. Where CIPP liner is placed through the manholes, the material shall be applied where the top of the liner has been cut away.

15. TESTING

For each inversion length of CIPP liner installed, the Contractor shall perform the tests listed below.

Where testing is performed on CIPP samples, the Contractor shall be responsible for providing the necessary samples and for hiring a qualified, independent third party to perform the required tests. The report shall outline test procedures, present data, provide diagrams as required, and summarize test results for each length of CIPP installed. The report shall provide all information labeled on the samples. Sample labeling requirements are provided in the following paragraph. Copies of the report shall be sent from the laboratory simultaneously to both the Contractor and the Officer-in-Charge immediately upon completion of the sample testing. Two (2) copies of the detailed report on the testing shall be sent to the Officer-in-Charge.

Cured CIPP samples shall be taken and labeled in the presence of the Officer-in-Charge. The labeling on the sample shall consist of the sample number, Project Name, Job Number, Contractor company name, name(s) of Contractor's personnel that extracted the sample, the date/time that the sample was taken and the name of the Officer-in-Charge present during sampling. The labeling shall be made with a permanent marking device that will not smudge or fade on the sample. In addition, the Contractor shall maintain a Cured Sample Testing Record. The Cured Sample Testing Record shall be current and shall be available for immediate review by the Officer-in-Charge upon the Officer-in-Charge's request. A copy of the Cured Sample Testing Record is provided at the end of this technical specification. The Contractor may obtain a copy of the Cured Sample Testing Record from the Officer-in-Charge.

The Officer-in-Charge may take possession of a sample or samples at any time prior to the samples being shipped to the third party testing laboratory. The number of samples taken are at the discretion of the Officer-in-Charge. If samples are taken, the Contractor is relieved of responsibility of testing the samples. The samples taken by the Officer-in-Charge may be tested by a laboratory selected by the Officer-in-Charge. In this situation, costs for testing and shipping these samples will be paid for by HHFDC. Two copies of the test reports from the laboratory selected by the Officer-in-Charge will be sent to the Contractor. The Officer-in-Charge shall be responsible for filling out and maintaining a Cured Sample Testing Record for all samples which the Officer-in-Charge takes possession of. The Contractor shall not destroy any Cured Sample Testing Records and will transfer all Cured Sample Testing Records to the Officer-in-Charge immediately after final acceptance of the project.

Lengths of CIPP which fail any of the required tests may be required by the Officer-in-Charge to be removed and replaced at the Contractor's cost.

A. Samples

- 1) The sample shall be cut from a section of cured CIPP at the termination point that has been inverted through a pipe with the same inside diameter as the existing pipe and has been held in place by a suitable heat sink, such as sandbags. The sample shall be large enough to provide for all of the tests indicated below.

If a length of CIPP is installed through intermediate manholes, samples will not be required at each intermediate manhole but only at the termination point.

- 2) Prior to obtaining any sample, the Contractor shall mark the limits of the sample on the CIPP and obtain the approval of the Officer-in-Charge. The Officer-in-Charge has the discretion to adjust the sample location.

B. CIPP wall thickness

Testing shall be in accordance with ASTM F1743, Section 8.1.6. A minimum of eight measurements at evenly spaced intervals around the circumference of the sample shall be taken to ensure that minimum and maximum thicknesses are determined. Deduct from the measured values the thickness of any plastic coatings or CIPP layers not included in the structural design of the CIPP. The average thickness shall be calculated using all measured values and shall meet or exceed the minimum finished thickness indicated in Section 9, Design Parameters, above. The minimum wall thickness at any point shall not be less than 87.5% of the minimum finished thickness indicated in Section 9, Design Parameters, above.

Ultrasonic testing of wall thickness is not allowed.

- C. Short-term flexural (bending) properties - Testing shall be in accordance with ASTM F1216, Section 8.1.3.1, or F1743, Section 8.1.4. Five specimens shall be tested.
- D. Delamination Test – Testing shall be in accordance with ASTM F1216, Section 8.4, or ASTM F1743, Section 8.4. Five specimens shall be tested.
- E. Peel or Stripping Strength Test - Testing shall be in accordance with ASTM F1216, Section 8.5. The peel or stripping strength between any nonhomogenous layers of CIPP laminate shall be a minimum of 10 lb/in. of width.

- F. Gravity pipe leakage testing – The cured liner material shall be impervious and not allow for **any** infiltration or exfiltration. Unless otherwise directed by the Officer-in-Charge, the Contractor shall conduct either an exfiltration, infiltration, or air test for each CIPP inversion for pipes with a nominal diameter of 36-inches or less. For pipes larger than nominal 36-inch, either an infiltration or exfiltration test shall be required (air testing shall not be performed due to the dangers associated with plugs used for these large pipe sizes). The Contractor shall notify the Officer-in-Charge as to the type of testing to be conducted prior to the testing. It shall be noted that the allowable leakage amounts indicated in the following paragraphs are to allow for imperfections that may be associated with the leakage test setup (Ex. slight leakage at the plugs, seepage through the downtube material, volumetric changes in the water or air inside the liner due to temperature changes, etc.). Leakage as a result of a pervious finished liner will not be accepted and will be considered defective requiring repair or replacement.

1) Exfiltration Test

An exfiltration test may be conducted after the CIPP has cooled to ambient temperature. Testing shall be in accordance with Section 18.3D.2, “Testing Gravity Sewers for Leakage”, of the City and County of Honolulu’s Standard Specifications for Public Works Construction dated September 1986, as amended. The maximum amount of leakage for any section of CIPP being tested shall not exceed 50 gallons per inch of internal diameter per mile per day of pipe. During the exfiltration testing, the maximum internal pipe pressure at the lowest end shall not exceed 10 feet of water and the water level inside the inversion standpipe shall be two feet higher than the top of the pipe or two feet higher than the groundwater level, whichever is greater. The test should be conducted for a minimum of one hour.

When water is used to cure the CIPP, the exfiltration test shall be conducted at the completion of the curing process while the CIPP is under hydrostatic pressure. If steam is used to cure the CIPP, water tight plugs shall be installed at both ends and the CIPP filled with water. Laterals shall be reinstated after the leakage test is completed.

2) Infiltration Test

An infiltration test may be conducted if the groundwater is more than 2 feet above the top of pipe for the entire section of sewer line. Testing shall be in accordance with Section 18.3D.3, “Testing Gravity Sewers for Leakage”, of the City and County of Honolulu’s Standard Specifications for Public Works Construction dated September 1986,

as amended. The maximum amount of infiltration for any CIPP section being tested shall not exceed the rate of 50 gallons per inch of internal diameter per mile per day of pipe.

3) Air Test

Low pressure air test shall be in accordance with ASTM F1417-11a. The Time-Pressure Drop Method, using 1.0 psig pressure drop, shall be used. Testing shall be conducted after the CIPP has cooled to ambient temperature and prior to reinstating any laterals.

The low pressure air test may be dangerous to personnel. It is extremely important that the various plugs be properly installed to prevent sudden expulsion of a poorly installed or partially inflated plug. The Contractor shall be responsible for providing all safety measures necessary to protect personnel from injury. No one shall be allowed in the manholes during testing.

For products in which the pipe wall is cured while not in direct contact with the pressurizing fluid (e.g. a removable inflation bladder is used), the pipe shall be leakage tested after the cure process is completed and the pressurizing fluid and apparatus have been removed.

16. INSPECTION AND ACCEPTANCE

The finished installation shall be inspected by the Contractor by closed-circuit television camera as specified in TECHNICAL SPECIFICATIONS Section 20, "Television Inspection", in the presence of the Officer-in-Charge, unless otherwise directed by the Officer-in-Charge. Variations from true line and grade will only be acceptable if proven by the Contractor that the variations existed under the original conditions of the existing sewer lines. The CIPP work will be deemed unacceptable if infiltration of groundwater is detected. All lateral connections and entrances must be accounted for and shall be unobstructed.

17. CLEAN-UP

Upon acceptance of the CIPP installation, the Contractor shall restore the Project area to original conditions or as directed by the Officer-in-Charge.

18. MEASUREMENT AND PAYMENT

A. The quantity for which payment will be made for sewer line rehabilitation shall be the actual length of CIPP liner installed, measured in linear feet.

- B. Payment for sewer line CIPP rehabilitation work shall be based on the unit price bid per linear foot for CIPP Lining as scheduled in the Proposal. This payment shall include full compensation for all labor, materials, supplies, equipment, tools, and incidentals for the complete installation of the liner, preparing the existing 8-inch sewer, sewer line cleaning, flow control requirements, pre and post CCTV inspections, transition sections, sealing at manholes, patching, grout work, reinstatement of sewer connection(s), testing, and for all other related work covered by this technical specification. In the situation where the Officer-in-Charge takes possession of CIPP samples, and submits the samples to the testing lab, the testing shall be paid for by HHFDC.

Payment for CIPP Lining will not be made until all testing and post-construction CCTV work has been approved by the Officer-in-Charge.

APPENDIX

Years 2016 and 2017
Holidays to be observed by the
HAWAII STATE GOVERNMENT

www.dhrd.hawaii.gov

Website where State Holiday Schedule posted

Year 2016 HAWAII STATE HOLIDAYS

<u>(Hawaii Rev. Statutes, Sec. 8-1)</u>	<u>Day Observed in 2016</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. 25 Friday.....	The twenty-sixth day in March
Good Friday.....	Mar. 25 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
General Election Day.....	Nov. 8 Tuesday.....	The first Tuesday in Nov. 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

Year 2017 HAWAII STATE HOLIDAYS

<u>(Hawaii Rev. Statutes, Sec. 8-1)</u>	<u>Day Observed in 2017</u>	<u>Official Date Designated in Statute/Constitution</u>
New Year's Day.....	Jan. 2 Monday	The first day in January
Dr. Martin Luther King, Jr. Day.....	Jan. 16 Monday.....	The third Monday in January
Presidents' Day.....	Feb. 20 Monday.....	The third Monday in February
Prince Jonah Kuhio Kalaniana'ole Day.....	Mar. 27 Monday	The twenty-sixth day in March
Good Friday.....	April 14 Friday.....	The Friday preceding Easter Sunday
Memorial Day.....	May 29 Monday.....	The last Monday in May
King Kamehameha I Day.....	June 12 Monday.....	The eleventh day in June
Independence Day.....	July 4 Tuesday.....	The fourth day in July
Statehood Day.....	Aug. 18 Friday.....	The third Friday in August
Labor Day.....	Sept. 4 Monday.....	The first Monday in September
Veterans' Day.....	Nov. 10 Friday.....	The eleventh day in November
Thanksgiving.....	Nov. 23 Thursday.....	The fourth Thursday in November
Christmas.....	Dec. 25 Monday.....	The twenty-fifth day in December

FOOTNOTES: For use solely by State government agencies. Federal government and local banking holidays may differ. For State agencies that operate on other than Monday-Friday 7:45 AM to 4:30 PM schedules, also refer to appropriate collective bargaining agreements. Created by the Department of Human Resources Development 8/11/2015; subject to change.

ESTIMATE FOR CHANGE ORDER

(General and Subcontractor)

DATE _____

PROJECT: _____

HHFDC JOB NO. _____ CONTRACTOR _____

Ref: Bulletin No. _____ PCD No. _____ Field Order _____

Work Description _____

MATERIALS

Unit	Description	Unit Prices	Subtotal
_____	_____	\$ _____	\$ 0.00
_____	_____	\$ _____	\$ 0.00
_____	_____	\$ _____	\$ 0.00
_____	_____	\$ _____	\$ 0.00
ea	_____	\$ _____	\$ 0.00
ea	_____	\$ _____	\$ 0.00

TOTAL FOR MATERIALS..... \$ 0.00 (1)

LABOR

Classification	Hours	Hourly Rate	Fringe	
_____	_____	\$ _____	\$ _____	\$ 0.00
Fringe	0	\$ _____	\$ _____	\$ 0.00
_____	_____	\$ _____	\$ _____	\$ 0.00
Fringe	0	\$ _____	\$ _____	\$ 0.00
_____	_____	\$ _____	\$ _____	\$ 0.00
Fringe	0	\$ _____	\$ _____	\$ 0.00
_____	_____	\$ _____	\$ _____	\$ 0.00
Fringe	0	\$ _____	\$ _____	\$ 0.00
_____	_____	\$ _____	\$ _____	\$ 0.00
Fringe	0	\$ _____	\$ _____	\$ 0.00

SUBTOTAL FOR LABOR \$ 0.00 (2) \$ 0.00 (3)

TOTAL FOR LABOR (Fringes & Wages) (2) + (3) \$ 0.00 (4)

SUBTOTAL (MATERIALS & LABOR) (1) + (4) \$ 0.00 (5)

Overhead & Profit (20%) of (5)..... \$ 0.00 (6)

Insurance & Taxes (_____ %) of (3) (see Note A)..... \$ 0.00 (7)

TOTAL (MATERIALS & LABOR) (5)+(6)+(7) \$ 0.00 (8)

ESTIMATE FOR CHANGE ORDER

(General and Subcontractor)

EQUIPMENT

Type or Class	Hours	Hourly Rate	
		\$	0.00
		\$	0.00
		\$	0.00
		\$	0.00
		\$	0.00
		\$	0.00
TOTAL FOR EQUIPMENT			\$ 0.00 (9)

SUBCONTRACTORS

Name	
	\$
	\$
	\$
	\$
	\$
	\$
SUBTOTAL FOR SUBCONTRACTORS	
	\$ 0.00 (10)
Overhead & Profit 10% of (10)	\$ 0.00 (11)
TOTAL FOR SUBCONTRACTORS (10)+(11).....	\$ 0.00 (12)
TOTAL (MATERIAL, LABOR, EQUIPMENT & SUBCONTRACTORS) (8)+(9)+(12)	\$ 0.00 (13)
Bond Fee (%) of (13) if applicable (see Note B).....	\$ 0.00 (14)
General Excise Tax 4.712% on (13)	\$ 0.00 (15)
TOTAL FOR CHANGE ORDER (13)+(14)+(15)	\$ 0.00 (16)

- Notes: A Contractor to enter insurance & tax rate and submit proof of such
 B Contractor to enter bond rate and submit proof of such



STATE OF HAWAII

SUPPLEMENTAL CONTRACT NO. ____

TO CONTRACT

(Insert contract number or other identifying information)

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

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

("STATE"), by its _____,

(Insert title of state officer executing contract)

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

whose address is _____, and

_____ ("CONTRACTOR"),

a _____

(Insert corporation, partnership, joint venture, sole proprietorship, or other legal form of the CONTRACTOR)

under the laws of the State of _____, whose business address and federal and state taxpayer identification numbers are as follows: _____

RECITALS

A. WHEREAS, the STATE and the CONTRACTOR entered into Contract

(Insert contract number or other identifying information)

dated _____, _____, which was amended by Supplemental Contract No(s). _____
dated _____, _____, which was amended by Supplemental Contract No(s). _____
dated _____, _____, which was amended by Supplemental Contract No(s). _____
dated _____, _____ (hereafter collectively referred to as "Contract"), whereby the CONTRACTOR agreed to provide the goods or services, or both, described in the Contract; and

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

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

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

FROM: _____

TO: _____

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

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

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

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

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

STATE

(Signature)

(Print Name)

(Print Title)

(Date)

CONTRACTOR

CORPORATE SEAL
(If available)

(Name of Contractor)

(Signature)

(Print Name)

(Print Title)

(Date)

*

APPROVED AS TO FORM:

Deputy Attorney General

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

HHFDC Payment Progress Schedule "BREAKDOWN"

Payment Request No:

(A)	(B)	(C)	(D)	(C) x (D)	(E) x 5%	(E) - (F)	Prior (G)	(G) - (I)
Description of Work	Account Number	Contract Amount	Percent Complete	Amount Earned to Date	Retention	Net Amount Earned	Previous Payments Received	Amount Due
Roads/Parking Areas	1450	236,000.00	0.00%	0.00	0.00	0.00	0.00	0.00
Concrete Walkways	1450	175,000.00	60.00%	105,000.00	5,250.00	99,750.00	83,125.00	16,625.00
Exterior Stairs/Steps	1450	75,000.00	50.00%	37,500.00	1,875.00	35,625.00	21,375.00	14,250.00
Fencing/Retaining Walls	1450	125,000.00	25.00%	31,250.00	1,562.50	29,687.50	29,687.50	0.00
Ground Work	1450	225,000.00	75.00%	168,750.00	8,437.50	160,312.50	149,625.00	10,687.50
Onsite Infrastructure	1450	200,000.00	65.00%	130,000.00	6,500.00	123,500.00	76,000.00	47,500.00
Electrical Distribution Systems	1450	250,000.00	50.00%	125,000.00	6,250.00	118,750.00	47,500.00	71,250.00
Site Lighting	1450	50,000.00	15.00%	7,500.00	375.00	7,125.00	7,125.00	0.00
Landscaping	1450	115,000.00	0.00%	0.00	0.00	0.00	0.00	0.00
Miscellaneous Site Work	1450	275,000.00	75.00%	206,250.00	10,312.50	195,937.50	182,875.00	13,062.50
Roofing	1460	434,000.00	70.00%	303,800.00	15,190.00	288,610.00	247,380.00	41,230.00
Heat/Cooling Systems	1460	20,000.00	80.00%	16,000.00	800.00	15,200.00	15,200.00	0.00
Exterior Structural Work	1460	25,000.00	66.80%	16,700.00	835.00	15,865.00	15,859.72	5.28
a. Conc Spall Repair	1460	25,000.00	62.00%	15,500.00	775.00	14,725.00	1,570.14	13,154.86
Waterproofing/Coating	1460	237,000.00	100.00%	237,000.00	11,850.00	225,150.00	225,150.00	0.00
Walkways/Lanais	1460	75,000.00	70.00%	52,500.00	2,625.00	49,875.00	17,812.50	32,062.50
Exterior Stairs	1460	80,000.00	50.00%	40,000.00	2,000.00	38,000.00	28,500.00	9,500.00
a. Conc Crack Repair	1460	20,000.00	0.70%	140.00	7.00	133.00	128.25	4.75
Electrical Systems	1460	367,450.00	55.00%	202,097.50	10,104.88	191,992.62	190,000.00	1,992.62
a. Install Metal Raceways	1460	18,750.00	40.00%	7,500.00	375.00	7,125.00	0.00	7,125.00
b. Install Copper Wires	1460	13,800.00	40.00%	5,520.00	276.00	5,244.00	0.00	5,244.00
Resident Protection	1460	24,000.00	100.00%	24,000.00	1,200.00	22,800.00	22,800.00	0.00
Mechanical System	1460	730,000.00	85.00%	620,500.00	31,025.00	589,475.00	554,800.00	34,675.00
Termite Control	1460	3,000.00	100.00%	3,000.00	150.00	2,850.00	2,850.00	0.00
Doors	1460	57,000.00	40.00%	22,800.00	1,140.00	21,660.00	21,660.00	0.00
Windows	1460	98,000.00	80.00%	78,400.00	3,920.00	74,480.00	46,550.00	27,930.00
Accessibility Work	1460	25,000.00	60.00%	15,000.00	750.00	14,250.00	9,500.00	4,750.00
Building Miscellaneous	1460	315,868.00	50.00%	157,934.00	7,896.70	150,037.30	150,037.30	0.00
Kitchen Work	1460	525,000.00	35.00%	183,750.00	9,187.50	174,562.50	124,687.50	49,875.00
Interior Stairs	1460	5,000.00	10.00%	500.00	25.00	475.00	0.00	475.00
Flooring	1460	100,000.00	44.00%	44,000.00	2,200.00	41,800.00	41,800.00	0.00
Bathroom Work	1460	295,625.00	35.00%	103,468.75	5,173.44	98,295.31	98,295.31	0.00
a. Patch opening to tub drain	1460	4,375.00	0.00%	0.00	0.00	0.00	0.00	0.00
Hazardous Material Abatement	1460	100,000.00	100.00%	100,000.00	5,000.00	95,000.00	95,000.00	0.00
Appliances	1465	2,000.00	20.00%	400.00	20.00	380.00	0.00	380.00
SUBTOTAL		5,326,868.00	57.48%	3,061,760.25	153,088.01	2,908,672.24	2,506,893.22	401,779.01

Change Orders								
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(I)	(J)
Description of Work	Account Number	Contract Amount	Percent Complete	Amount Earned to Date	Retention	Net Amount Earned	Previous Payments Received	Amount Due
CO #1-Electrical Distr. Sys.	1450	5,000.00	20.00%	1,000.00	50.00	950.00	0.00	950.00
CO #1-Electrical Systems	1460	15,000.00	0.00%	0.00	0.00	0.00	0.00	0.00
CO #2-Kitchen Work	1460	3,000.00	75.00%	2,250.00	112.50	2,137.50	0.00	2,137.50
CO #		0.00	0.00%	0.00	0.00	0.00	0.00	0.00
CO #		0.00	0.00%	0.00	0.00	0.00	0.00	0.00
CO #		0.00	0.00%	0.00	0.00	0.00	0.00	0.00
TOTAL		23,000.00	14.13%	3,250.00	162.50	3,087.50	0.00	3,087.50

1450	1,731,000.00	46.92%	812,250.00	40,612.50	771,637.50	597,312.50	174,325.00
1460	3,616,868.00	62.27%	2,252,360.25	112,618.02	2,139,742.23	1,909,580.72	230,161.51
1465	2,000.00	20.00%	400.00	20.00	380.00	0.00	380.00
TOTAL	5,349,868.00	57.29%	3,065,010.25	153,250.52	2,911,759.73	2,506,893.22	404,866.51

CONTRACTOR'S CERTIFICATION OF PAYMENT

I hereby certify, to the best of my knowledge and belief, that:

- (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
- (2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements;
- (3) Any money paid to the prime contractor from previous payments have been dispersed to subcontractors and suppliers within ten (10) days after receipt of the money, in accordance with the terms of the subcontract agreements;
- (4) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.

[103-10.5: H.R.S. - Prompt Payment and HUD-5370, General Conditions, Item 27]

**** NOTE: This form shall be submitted with each and every payment request.**

Company Name _____

Print Name and Title _____

Signature _____

Date _____ Payment Request No. _____

HHFDC Job # _____ Contract # _____

Job Title: _____

CONTRACTOR'S WAIVER AND RELEASE OF LIEN

The undersigned, _____ ("CONTRACTOR"), has furnished to Hawaii Housing Finance and Development Corporation ("HHFDC"), labor and materials for incorporation or use in improvements on the following job:

Villages of Kapolei – Sewer Repairs at Kama'aha Loop, Kapolei, Oahu, Hawaii, HHFDC Job No.: 16-009-K85-S

situated on real property, being Tax Key: 1-9-1-016: 99 por.,

located at Kapolei, Oahu, Hawaii.

In order to induce the HHFDC to pay the sum of \$_____, to CONTRACTOR, the undersigned hereby releases the HHFDC, the State, and the owner of the above described real property, from any claims, and do hereby expressly waive and release any and all lien rights which the undersigned have or may have, against the improvements and/or the real property described above under Section 507-41, et seq., Hawaii Revised Statutes, as amended, for the furnishing of labor and/or materials up to and including _____.

Dated this ____ day of _____, 20__.

CONTRACTOR

By _____
Its

Witness:

(Address)

DIRECTIONS FOR PREPARATION OF PERFORMANCE BOND AND
SURETY LABOR AND MATERIAL PAYMENT BOND (SURETY)

1. The surety company or guaranty company for the Surety Performance Bond and the Surety Labor and Material Payment Bond shall be listed in the current U.S. Treasury Department Circular No. 570 and be authorized and qualified to act as surety company in the State of Hawaii.
2. The name of the Principal shall be shown exactly as it appears in the contract.
3. The penal sum shall not be less than that required by the specifications or as provided hereof. Refer to section 3.7 “Requirement of Performance and Payment Bonds” and section 3.8 “Execution of the Contract”, in the HHFDC General Conditions.
4. If the Principal is a corporation, the bond shall be executed under its corporate seal. If the corporation has no corporate seal, the fact shall be stated, in which case a scroll or adhesive seal shall appear following the corporate name.
5. The official character and authority of the person(s) executing the bond for the principal or surety, if a corporation, shall be certified by the secretary thereof under the corporate seal, or there may be attached copies of so much of the records of the corporation as will evidence the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.
6. Corporate surety requirements:
 - a. Domestic Sureties:
 - (1) An Officer or the Attorney-In-Fact must sign.
 - (a) If an Officer, attach certificate (as instructed in Item 5, above).
 - (b) If an Attorney-In-Fact, attach current authorization of the person signing.
 - b. Non-Domestic Sureties:
 - (1) A copy of the Notice of Appointment of General Agent or the General Agent’s License as issued by the Department of Commerce and Consumer Affairs, State of Hawaii, shall be attached to the bond.
 - (2) The General Agent and the Attorney-In-Fact must countersign (a) if the General Agent is a company, a corporate resolution (certified in

accordance with item 5 above) or a current Power-of-Attorney authorizing the individual to countersign the bond shall be attached to the bond. The Attorney-In-Fact must attach authorization to execute the bond on behalf of the surety.

7. The following information must be placed on the bond by the surety company:
 - a. The rate of premium in dollars per thousand; and
 - b. The total dollar amount of the premium charged.
 8. The signature of a witness shall appear in the appropriate place, attesting to the signature of such party to the bond (notary).
 9. Type or print the name underneath each signature appearing on the bond.
 10. An executed copy of the bond must be attached to each copy of the contract (original counterpart) intended for signing.
 11. Bonding assistance to small construction contractors may be available under Section 911 of the Housing and Urban Development Act of 1970. The Small Business Administration is authorized to provide a 90 percent guarantee on contracts of \$1,000,000 or below to any surety company that will provide bid or performance bonds and payment to the small construction contractor.
- * Note All Bond information may be found in Sections 3-122-221 to 3-122-228, Hawaii Administrative Rules and Sections 103D-323 and 103D-324, Hawaii Revised Statutes.

END OF SECTION

EXHIBIT A

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

Bond No. _____

KNOW TO ALL BY THESE PRESENTS:

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

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

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

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

(Required Amount of Bid Security)

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

WHEREAS:

The Principal has submitted an offer for _____

(Project by Number and Brief Description)

NOW, THEREFORE:

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

Signed this _____ day of _____, _____.

(Seal)

Name of Principal (Offeror)

Signature

Title

(Seal)

Name of Surety

Signature

Title

EXHIBIT B

PERFORMANCE BOND (SURETY)
(6/21/07)

KNOW TO ALL BY THESE PRESENTS:

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

as Contractor, hereinafter called Principal, and _____

(Name and Street Address of Bonding Company)

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

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

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

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

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

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

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

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

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

Signed this _____ day of _____, _____.

(Seal)

Name of Principal (Contractor)

*

Signature

Title

(Seal)

Name of Surety

*

Signature

Title

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

EXHIBIT C

PERFORMANCE BOND
(11/17/98)

KNOW TO ALL BY THESE PRESENTS:

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

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

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

(Dollar Amount of Contract)

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

- Legal tender;
- Share Certificate unconditionally assigned to or made payable at sight to
Description _____;
_____;
- Certificate of Deposit, No. _____, dated _____, issued by
_____,
drawn on _____,
a bank, savings institution or credit union insured by the Federal Deposit
Insurance Corporation or the National Credit Union Administration, payable at
sight or unconditionally assigned to _____;
_____;
- Cashier's Check No. _____, dated _____, issued
by _____,
drawn on _____,
a bank, savings institution or credit union insured by the Federal Deposit
Insurance Corporation or the National Credit Union Administration, payable at
sight or unconditionally assigned to _____;
_____;

- Teller's Check No. _____, dated _____, issued by _____, drawn on _____, a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;

- Treasurer's Check No. _____, dated _____, issued by _____, drawn on _____, a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;

- Official Check No. _____, dated _____, issued by _____, drawn on _____, a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;
 - Certified Check No. _____, dated _____, accepted by a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned _____;

WHEREAS:

The Contractor has by written agreement dated _____ entered into a contract with Obligee for the following Project: _____

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

NOW, THEREFORE,

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

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

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

Signed this _____ day of _____, _____.

(Seal)

Name of Contractor

* _____
Signature

Title

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

EXHIBIT D

LABOR AND MATERIAL PAYMENT BOND (SURETY)
(6/21/07)

KNOW TO ALL BY THESE PRESENTS:

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

as Contractor, hereinafter called Principal, and _____,
(Name and Street Address of Bonding Company)

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

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

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

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

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

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

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

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

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

Signed this _____ day of _____, _____.

(Seal)

Name of Principal (Contractor)

*

Signature

Title

(Seal)

Name of Surety

*

Signature

Title

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

EXHIBIT E

LABOR AND MATERIAL PAYMENT BOND
(11/17/98)

KNOW TO ALL BY THESE PRESENTS:

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

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

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

Obligee, in the amount of _____

(Dollar Amount of Contract)

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

- Legal tender;
- Share Certificate unconditionally assigned to or made payable at sight to
Description _____;
_____;
- Certificate of Deposit, No. _____, dated _____, issued by
_____,
drawn on _____,
a bank, savings institution or credit union insured by the Federal Deposit
Insurance Corporation or the National Credit Union Administration, payable at
sight or unconditionally assigned to _____;
_____;
- Cashier's Check No. _____, dated _____, issued by
_____,
drawn on _____,
a bank, savings institution or credit union insured by the Federal Deposit
Insurance Corporation or the National Credit Union Administration, payable at
sight or unconditionally assigned to _____;
_____;
- Teller's Check No. _____, dated _____, issued by
_____,
drawn on _____,

a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____
_____;

Treasurer's Check No. _____, dated _____, issued by _____,
drawn on _____,
a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____
_____;

Official Check No. _____, dated _____, issued by _____,
drawn on _____,
a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____
_____;

Certified Check No. _____, dated _____, accepted by a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____
_____;

WHEREAS:

The Contractor has by written agreement dated _____ entered into a contract with Oblige for the following Project: _____

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

NOW, THEREFORE,

The condition of this obligation is such that, if Contractor shall promptly and faithfully perform the Contract in accordance with, in all respects, the stipulations, agreements, covenants and conditions of the Contract as it now exists or may be modified according to its terms, free from all liens and claims and without further cost, expense or charge to the Oblige, its officers, agents, successors or assigns, free and harmless from all suits or actions of every

nature and kind which may be brought for or on account of any injury or damage, direct or indirect, arising or growing out of the doing of said work or the repair or maintenance thereof or the manner of doing the same or the neglect of the Contractor or its agents or servants or the improper performance of the Contract by the Contractor or its agents or servants or from any other cause, and shall promptly pay all persons supplying labor and materials for the performance of the Contract, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

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

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

The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment of mechanics' liens which may be filed of record against the Project, whether or not claim for the amount of such lien be presented under and against this bond.

Signed this _____ day of _____, _____.

(Seal)

Name of Contractor

*

Signature

Title

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

EXHIBIT F

COMBINATION PERFORMANCE AND PAYMENT BOND
(6/21/07)

KNOW TO ALL BY THESE PRESENTS:

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

as Contractor, hereinafter called Principal, and _____

(Name and Street Address of Bonding Company)

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

(Twice the Dollar Amount of Contract)

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

WHEREAS:

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

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

NOW, THEREFORE,

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

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

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

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

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

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

Signed this _____ day of _____, _____.

(Seal)

Name of Principal (Contractor)

*

Signature

Title

(Seal)

Name of Surety

*

Signature

Title

*ALL SIGNATURES MUST BE ACKNOWLEDGED
BY A NOTARY PUBLIC

