

State of Hawaii  
DEPARTMENT OF LAND AND NATURAL RESOURCES  
ENGINEERING DIVISION  
Honolulu, Hawaii

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BOARD OF LAND AND NATURAL RESOURCES

Suzanne D. Case  
Chairperson

CONTRACT SPECIFICATIONS AND PLANS

Job No. 500CK54B  
LANDSCAPING IMPROVEMENTS TO THE  
HANALEI STREAM BANK RESTORATION PROJECT  
HANALEI, KAUAI, HAWAII

Civil Engineer: AECOM Technical Services, Inc.

May 2016

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DEPARTMENT OF LAND AND NATURAL RESOURCES  
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Approved: \_\_\_\_\_



CARTY S. CHANG, P.E.  
Chief Engineer  
Engineering Division

May 2016

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PLANS (Bound Separately)

DEPARTMENT OF LAND AND NATURAL RESOURCES INTERIM GENERAL  
CONDITIONS, DATED OCTOBER 1994 (Bound Separately)

NOTICE TO BIDDERS  
(Chapter 103D, HRS)

COMPETITIVE BIDS for Job No. **500CK54B, Landscaping Improvements to the Hanalei Stream Bank Restoration Project, Hanalei, Kauai, Hawaii** shall be submitted to the Department of Land and Natural Resources, Engineering Division on the specified date and time through the Hawaii State e-Procurement (HiePRO). HiePRO is accessible through the State Procurement Office website at [www.spo.hawaii.gov](http://www.spo.hawaii.gov).

The Department of Land and Natural Resources Interim General Condition, dated October 1994, as amended, and the General Conditions –AG008, latest revision shall be made part of the specifications.

The project is located at the Hanalei Stream, Hanalei, Kauai, Hawaii.

The work shall generally consist of landscaping, limited backfill and compaction, and installation of erosion mat.

Due to the nature of work contemplated, bidders must possess a valid State Contractor’s license classification “A” or “C-27”.

The estimated cost of construction is \$155,000.

The award of the contract, if it be awarded, will be subject to the availability of funds.

This project is subject to preference to Hawaii Products established by Section 103D, Hawaii Revised Statutes. The Hawaii Product List may be examined at the State Procurement Office website.

Since the estimated value of the cost of construction is less than \$250,000, the apprenticeship agreement preference pursuant to Hawaii Revised Statutes §103-55.6 (ACT 17, SLH 2009) shall not apply.

Should there be any questions, please refer to the HiePRO solicitation.

# INFORMATION AND INSTRUCTIONS TO BIDDERS

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## INFORMATION AND INSTRUCTIONS TO BIDDERS

- A. PROJECT LOCATION AND SCOPE OF WORK: The project location and scope of work shall be as generally described in the Notice to Bidders.
- B. PROPOSALS: Bidders shall submit their bid, including the completed proposal form, bid bond, and any other documents required by the solicitation as part of their bid through the State of Hawaii e-Procurement System (HIePRO). See Item D, PROPOSAL FORM.
- C. GENERAL CONDITIONS: The Department of Land and Natural Resources Interim General Conditions dated October 1994, as amended, shall be made a part of these contract specifications and are referred to hereafter as the General Conditions.
- D. PROPOSAL FORM: **The Bidders shall fill out and upload the electronic copy of the proposal form to the HIePRO website when submitting the bid. Bid Proposals shall not be mailed, faxed or delivered to the State, unless requested to do so after the designated closing date. The successful Bidder shall fill out and print a hard copy of the proposal form, sign and submit the form with the contract award package.**
- E. OMISSIONS OR ERASURES: Any proposal which contains any omission or erasure or alteration not properly initialed, or conditional bid, or other irregularity may be rejected by the Board of Land and Natural Resources (Board).
- F. NOTICE OF INTENT TO BID AND QUESTIONNAIRE:  
A Notice of Intent to Bid is not required for this project. In compliance with HRS Section 103D-310, the lowest responsive and responsible bidder may be required to complete a questionnaire. When requested by the State, the completed questionnaire shall be submitted to the Chief Engineer for evaluation. Failure to furnish the requested information within the time allowed may be grounds for a determination of non-responsibility, in accordance with HRS Section 103D-310 and HAR Section 3-122-108.
- G. BID SECURITY: A bid security will be furnished by each bidder as provided in sub-section 2.7 of the General Conditions. The successful bidder's bid security will be retained until Contract execution and furnished a performance and payment bond in an amount equal to one hundred percent (100%) of the total Contract price, including an amount estimated to be required for extra work, is furnished.
- The Board reserves the right to hold the bid securities of the four lowest bidders until the successful bidder has entered into a contract and has furnished the required performance bond. All bid securities will be returned in accordance with sub-section 3.5 of the General Conditions.
- Should the successful bidder fail to enter into a contract and furnish a satisfactory performance bond within the time stated in the proposal, the bid security shall be forfeited as required by law.
- H. CONTRACTOR'S LICENSE REQUIRED: The Board will reject all bids received from contractors who have not been licensed by the State Contractors License Board in accordance

with Chapter 444, HRS; Title 16, Chapter 77, Hawaii Administrative Rules; and statutes amendatory thereto.

- I. IRREGULAR BIDS: No irregular bids or propositions for doing the work will be considered by the Board.
- J. WITHDRAWAL OF BIDS: No bidder may withdraw his bid between the time of the opening thereof and the award of contract.
- K. SUCCESSFUL BIDDER TO FILE PERFORMANCE AND PAYMENT BONDS: The successful bidder will be required to file performance and payment bonds each; in the amount equal to the total contract price, including amounts estimated to be required for extra work, as provided in sub-section 3.6 of the General Conditions.
- L. NUMBER OF EXECUTED ORIGINAL COUNTERPARTS OF CONTRACT DOCUMENTS: If requested by the Board, six copies of the Contract, performance and payment bonds shall be executed.
- M. CHANGE ORDERS: No work of any kind in connection with the work covered by the plans and specifications shall be considered as change order work, or entitle the Contractor to extra compensation, except when the work has been ordered in writing by the Chief Engineer (Engineer) and in accordance with sub-section 4.2 of the General Conditions.

The Contractor shall clearly identify and inform the Engineer in writing of any deviations from the contract documents at the time of submission and shall obtain the Engineer's written approval to the specified deviation prior to proceeding with any work.

- N. WAGES AND HOURS: In accordance with sub-sections 7.3 to 7.9 of the General Conditions relative to hours of labor, minimum wages and overtime pay, the current minimum wage rates promulgated by the Department of Labor and Industrial Relations (DLIR) shall be paid to the various classes of laborers and mechanics engaged in the performance of this contract on the job site. The minimum wages shall be increased during the performance of the contract in an amount equal to the increase in the prevailing wages for those kinds of work as periodically determined by the DLIR.

The Department of Land and Natural Resources will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the said minimum wage rates. The possibility of wage increase is one of the elements to be considered by the Contractor in determining his bid, and will not, under any circumstances, be considered as the basis of a claim against the Department under this Contract.

No work shall be done on Saturdays, Sundays, legal State holidays, and/or in excess of eight (8) hours each day without the written consent of the Engineer. Should permission be granted to work at such times, the Contractor shall pay for all inspection administrative costs thereof. No work shall be done at night unless authorized by the Engineer.

- O. PERMITS: The State will process permit applications whenever possible, and the Contractor shall procure the pre-processed permits and pay the required fees. If permit applications are not processed by the State, the Contractor shall process the permit applications, permits and

licenses, and pay all charges and fees. In all cases, the Contractor shall give all notices necessary and incident to the due and lawful prosecution of the work.

- P. PROPERTY DAMAGE: It shall be the responsibility of the contractor to respect State property and to prevent damage to existing improvements. The Contractor will be responsible for damages resulting from construction operations. Immediately upon discovery, the Contractor shall repair such damage to the satisfaction of the Engineer.

All trees and shrubbery outside the excavation, embankment or construction limits shall be fully protected from injury.

- Q. TIME: The time of completion is specified in the Proposal. It is the Board's intention to insist the Contractor diligently prosecute the work to completion within the specified time.

Prospective bidders are reminded that the State has the option to proceed with or abandon a project depending on whether the project can be completed for occupancy in the specified time.

It is the bidder's responsibility to check the availability of all materials before bidding. The bidder shall select sub-contractors and suppliers who can warrant availability and delivery of all specified or qualified materials to assure project completion within the specified time.

The successful bidder must assume all risks for completing the project by the specified date. There shall be no extension of time for any reason except for delays caused by acts of God, labor disputes involving unions, or actions of the State. If for any reason the project falls behind schedule, the Contractor shall at its own cost, take necessary remedial measures to get the project back on schedule, i.e., working overtime, air freighting all materials, etc. In addition, if the Contractor fails to fully complete the project by the completion date, Contractor will be required to make the facility usable at its own cost.

- R. BIDDER'S RESPONSIBILITY TO PROVIDE PROPER SUPERINTENDENCE: The successful low bidder shall designate in writing to the Engineer the name of its authorized superintendent (Superintendent), who will be present at the job site whenever any work is in progress. The Superintendent shall be responsible for all work, receiving and implementing instructions from the Engineer in a timely manner. The cost for superintendence shall be considered incidental to the project.

If the Superintendent is not present at the site of work, the Engineer shall have the right to suspend the work as described under sub-section 5.5 c. and 7.20 - Suspension of Work of the General Conditions.

- S. LIQUIDATED DAMAGES: Liquidated damages in the amount specified in the Proposal will be assessed for each and every calendar day from and after the expiration of the time period stated in the Contract for the completion of the project.

- T. HIRING OF HAWAII RESIDENTS: The Contractor shall comply with Act 68, SLH 2010, in the performance and for the duration of this contract. The Contractor shall ensure that Hawaii residents compose not less than eighty percent of the workforce employed to perform the contract work on the project. The eighty percent requirement shall be determined by

dividing the total number of hours worked on the contract by Hawaii residents, by the total number of hours worked on the contract by all employees of the Contractor in the performance of the contract. The hours worked by any Subcontractor of the Contractor shall count towards the calculation for this section. The hours worked by employees with shortage trades, as determined by the Department of Labor and Industrial Relations (DLIR), shall not be included in the calculation for this section.

The requirements shall apply to any subcontract of \$50,000 or more in connection with the Contractor, that is, such Subcontractors must also ensure that Hawaii residents compose not less than eighty percent of the Subcontractor's workforce used to perform the subcontract.

- U. WATER AND ELECTRICITY: The Contractor shall make all necessary arrangements and pay all expenses for water and electricity used in the construction of this project.
- V. PUBLIC CONVENIENCE AND SAFETY: The Contractor shall conduct construction operations with due regard to the convenience and safety of the public at all times. No materials or equipment shall be stored where it will interfere with the safe passage of public traffic. The Contractor shall provide, install, and maintain in satisfactory condition, all necessary signs, flares and other protective facilities and shall take all necessary precautions for the protection of the work and the convenience and safety of the public. The Engineer shall have the right to suspend the performance of the work in accordance with sub-section 7.20 - Suspension of Work of the General Conditions.
- W. WORK TO BE DONE WITHOUT DIRECT PAYMENT: Whenever the contract that the Contractor is to perform work or furnish materials of any kind for which no price is fixed in the contract, it shall be understood that the Contractor shall perform such work or furnish said materials without extra charge or allowance or direct payment of any sort. The cost of performing such work or furnishing said material is to be included by the Contractor in a unit price for the appropriate item unless it is expressly specified that such work or material is to be paid for as extra work.
- X. AS-BUILT DRAWINGS: As-built drawings, the intent of which is to record the actual in-place construction so that any future renovations or tie-ins can be anticipated accurately, shall be required. All authorizations given by the Engineer to deviate from the plans shall be drawn on the job site plans. All deviations from alignments, elevations and dimensions which are stipulated on the plans shall be recorded on the as-built drawings. Final as-built drawings shall be submitted to the Engineer for review and approval. After the Engineer approves the as-built drawings, the contractor shall submit an electronic copy in Adobe PDF format on CD ROM.
- Y. ASBESTOS CONTAINING MATERIALS: The use of asbestos containing materials or equipment is prohibited. The Contractor shall insure that all materials and equipment incorporated in the project are asbestos-free
- Z. WORKER SAFETY: The Contractor shall provide, install and maintain in satisfactory condition all necessary protective facilities and shall take all necessary precautions for the protection and safety of its workers in accordance with the Occupational Safety and Health Standards for the State of Hawaii. The Engineer shall have the right to suspend the performance of the work in accordance with sub-section 7.20 - Suspension of Work of the

General Conditions.

- AA. TOILET FACILITIES: All toilet facilities constructed at the project site shall be in accordance with the Public Health Regulations of the State Department of Health (DOH). All necessary precautions shall be observed at the project site. The use of sanitary facilities shall be strictly enforced and workers violating these provisions shall be promptly discharged.
- BB. SIGNS: Whenever the project involves closing or obstructing any public thoroughfare, the Contractor shall provide traffic signs conforming to the applicable provisions of the current edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", published by the Federal Highway Administration as directed by the Engineer for the purpose of diverting or warning traffic prior to the construction area. All traffic signs shall bear proper wording stating thereon the necessary information as to diverting or warning traffic.

When indicated in the Proposal, the Contractor shall provide a project sign, size 4'-0" x 7'-0" to be placed as directed by the Engineer. The sign shall be constructed in accordance with Section 01581 - Project Sign of these specifications and approved by the Engineer. All wording, type and size of lettering and color selection shall be as specified in these specifications or as approved by the Engineer.

All signs shall be kept neat and clean, and properly erected at all times.

- CC. FIELD OFFICE AREA FOR DEPARTMENT: When indicated in the Proposal, the Contractor shall provide a housed working area of at least 100 square feet adjacent to the Contractor's office for the Department's use. This area will be used by the Engineer to perform tests and to store equipment. As a minimum, the field office shall include the following: standard sized office desk and chair, lighting, ventilation, window-type air conditioning rated at 5,000 BTU, door and window with locking hardware, electrical outlets, and working communications facilities (a cellular telephone is acceptable). The Department will pay for all long distance toll charges made by the Engineer.
- DD. QUANTITIES: All bids will be compared on the basis of quantities of work to be done as shown in the Proposal; the quantities shown in the Unit Price items are estimated, being given as a basis for comparison of bids. The Board reserves the right to increase or decrease the quantities given under the items or delete items entirely as may be required during the progress of the work.
- EE. OTHER HEALTH MEASURES: Forms of work site exposure or conditions which may be detrimental to the health or welfare of workers or of the general public shall be eliminated or reduced to safe levels as required by the DOH codes, standards, and regulations. Suitable first aid kits and a person qualified to render first aid, as specified in the DOH regulations, shall be provided at all times when work is scheduled.
- FF. HAWAII BUSINESS OR COMPLIANT NON-HAWAII BUSINESS REQUIREMENT: Bidders (Contractors) shall be incorporated or organized under the laws of the State or be registered to do business in the State as a separate branch or division that is capable of fully performing under the contract, as stipulated in §3-122-112 HAR.

GG. COMPLIANCE WITH §3-122-112 HAR:

As a condition for award of the contract and as proof of compliance with the requirements of 103D-310(c) HRS, the apparent low bidder shall furnish the required documents to the Department. If the valid required certificates are not submitted on a timely basis for award of a contract, a bidder otherwise responsive and responsible may not receive the award. Bidder is responsible to apply for and submit the following documents to the Department.

- A. TAX CLEARANCE REQUIREMENTS (HRS Chapter 237): Bidder shall obtain a tax clearance certificate from the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate is valid for six months from the most recently approved stamp date on the certificate; the certificate must be valid on the date received by the Department.
- B. Department of Labor (DLIR) “**Certificate of Compliance**”. (HRS Chapter 383 - Unemployment Insurance, Chapter 386 - Workers’ Compensation, Chapter 392 - Temporary Disability Insurance, and 393 – Prepaid Health Care): Bidder shall obtain a certificate of compliance from the Hawaii State Department of Labor and Industrial relations (DLIR). The certificate is valid for six months from the date of issue; certificates must be valid on the date received by the Department.
- C. Department of Commerce and Consumer Affairs (DCCA), Business Registration Division (BREG) “**Certificate of Good Standing**”. Bidder shall obtain a certificate of good standing issued by the Department of Commerce and Consumer Affairs (DCCA), Business Registration Division (BREG). The certificate of good standing is valid for six months from the date of issue; certificates must be valid on the date received by the Department.

Alternately, instead of separately applying for these certificates at the various state agencies, bidder may choose to use the Hawaii Compliance Express (HCE), which allows businesses to register online through a simple wizard interface at <http://vendors.ehawaii.gov> to acquire a “Certificate of Vendor Compliance” indicating the bidder’s status is compliant with the requirements of §103D-310(c), HRS, and shall be accepted for contracting and final payment purposes. Bidders that elect to use the new HCE services will be required to pay an annual fee of \$15.00 to the Hawaii Information Consortium, LLC (HIC). Bidders choosing not to participate in the HCE program will be required to provide the paper certificates as instructed in the previous paragraphs.

P R O P O S A L

FOR

DEPARTMENT OF LAND AND NATURAL RESOURCES  
ENGINEERING DIVISION  
State of Hawaii

JOB NO. 500CK54B  
LANDSCAPING IMPROVEMENTS TO THE  
HANALEI STREAM BANK RESTORATION PROJECT  
HANALEI, KAUAI, HAWAII

\_\_\_\_\_, 2016

Chief Engineer  
Engineering Division  
Department of Land and Natural Resources  
State of Hawaii  
Honolulu, Hawaii

Dear Sir:

The undersigned, having carefully examined the local conditions and all available records and information covering conditions which may affect the cost of the work to be performed, and having carefully examined the Plans and Specifications, and other contract documents, hereby proposes to furnish and pay for all materials, tools, equipment, labor and other incidental work necessary to perform the work of site BMPs, landscaping, hydro-mulch seeding, backfilling, compaction, and installation of erosion control mat, as required or called for in this Proposal, all according to the true intent and meaning of the Notice to Bidders, Information and Instructions to Bidders, Proposal, Detailed Specifications, Interim General Conditions, Plans, and any and all addenda for:

JOB NO. 500CK54B  
LANDSCAPING IMPROVEMENTS TO THE  
HANALEI STREAM BANK RESTORATION PROJECT

on file in the office of the Engineering Division for the TOTAL SUM BASE BID (Items 1 to 7) of:

\_\_\_\_\_  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

and will fully complete all work under this contract within **60 consecutive calendar days** from the date of written notice to proceed, including date of said order, said total sum being itemized on the following pages.

## PROPOSAL

Item No.	Quantity	Unit	Description	Unit Price	Total
1.	1	LS	Erosion Control BMPs, including temporary compost filter socks, all labor, materials and maintenance, installed complete.	LS	\$ _____
2.	1	LS	Area 1, including removal of damaged existing erosion mat, cutting hau flush to ground, removal and relocation of existing hala trees, backfilling, compaction, hauling, installation of 12" top soil, installation of temporary erosion mat, installation of grass seed hydro-mulch, materials, equipment, and labor, installed complete	LS	\$ _____
3.	1	LS	Area 2, including removal and relocation of existing hala trees, compaction, hauling, installation of 12" top soil, installation of temporary erosion mat, installation of grass seed hydro-mulch, materials, equipment, and labor, installed complete	LS	\$ _____
4.	1	LS	Area 3, including removal of damaged existing erosion mat, backfilling, compaction, hauling, installation of 12" top soil, installation of temporary erosion mat, installation of grass seed hydro-mulch, materials, equipment, and labor, installed complete	LS	\$ _____
5.	1	LS	Landscape Maintenance Period	LS	\$ _____
6.	1	LS	Restoration of staging areas, including top soil restoration and grass seed hydro-mulch for disturbed areas	LS	\$ _____
<b>Subtotal Base Bid (Items 1-6)</b>					\$ _____
7.	1	LS	Mobilization and Demobilization. (Not to Exceed 10% of the Total Sum Base Bid)	LS	\$ _____
<b>Total Sum Base Bid (Items 1-7)</b>					\$ _____

**HAWAII PRODUCTS PREFERENCE AND/OR USE OF HAWAII PRODUCTS**

In accordance with Act 175, SLH 2009, the Hawaii products preference is applicable to this solicitation. Hawaii products may be available for items noted on the Offer Form. The Hawaii Products List is available on the SPO webpage at <http://hawaii.gov/spo>. Click on *Procurement of Goods, Services and Construction-Chapter 103D, HRS*; under *Procurement* click on *Preferences, Hawaii Products* and select *Hawaii Products List* to view.

Bidder offering a Hawaii product (“HP”) shall identify the HP in the table below. Any person desiring a Hawaii product preference shall have the product(s) certified and qualified, if not currently on the Hawaii Products List, prior to the deadline for receipt of offer(s) specified in the procurement notice and solicitation. The responsibility for certification and qualification shall rest upon the person requesting the preference.

Persons desiring to qualify their product(s) not currently on the Hawaii Product List, shall complete Form SPO-38, *Certification for Hawaii Product Preference*, and submit the completed form to the Procurement Officer providing any additional information required by the Procurement Officer. One form shall be completed and submitted for each product. Form SPO-38 is available on the SPO webpage at <http://hawaii.gov/spo>, under the *Quicklinks* menu click on *Forms for Vendors/Contractors/Services Providers*.

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

In the event of any change that materially alters the bidder’s ability to supply the Hawaii product(s), the bidder shall immediately notify the Procurement Officer in writing and the parties shall enter into discussions for the purpose of revising the contract or terminating the contract for convenience.

Item No.	Pre-Approved Hawaii Product Description & Manufacturer	Class (I or II)	Quantity	Unit Measure	Unit Price	Total Price

RECYCLED PRODUCTS PREFERENCE

This project allows a 10% price preference for recycled products in accordance with HRS 103D-1005. Bidders are required to complete this section. FAILURE TO COMPLETE THIS SECTION MAY BE SUFFICIENT CAUSE FOR REJECTION OF THE BID.

Only the following products are being considered for the recycled product preference. Please indicate your selection of recycled or non-recycled product by indicating its cost FOB jobsite unloaded in the schedule below, including applicable General Excise & Use Taxes.

<u>DESCRIPTION</u>	<u>RECYCLED PRODUCT COST</u>	<u>NONRECYCLED PRODUCT COST</u>
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____

The bidder requesting a recycled product preference by his selection above, shall also complete and submit the form "CERTIFICATION OF RECYCLED CONTENT" as shown in the Interim General Conditions and provide all supporting information with this proposal. Additional information may be requested to qualify a product.

The following definitions are applicable to the CERTIFICATION OF RECYCLED CONTENT form:

"Post-consumer recovered material" means any product used by a consumer, including a business that purchases the material, that has served its intended end use, and that has been separated or diverted from the solid waste stream for the purpose of use, reuse, or recycling.

"Product" includes materials, manufactures, supplies, merchandise, goods, wares, and foodstuffs.

"Recovered material" means waste material and by-products that have been separated, diverted, or removed from the solid waste stream after a manufacturing process for the purpose of use, reuse, or recycling. Recovered material does not include those materials and by-products that are generated and normally reused on-site or within original manufacturing processes (such as mill broke, in the case of paper products).

"Recycled content" means the percentage of a product composed of recovered material, or post-consumer recovered material, or both.

"Recycled product" means a product containing recovered material, or post-consumer recovered material, or both.

The bidder agrees that preference for recycled products shall be taken into consideration to determine the low bidder in accordance with said Section and the rules promulgated, however, the award of contract will be in the amount of the bid offered exclusive any preference.

## APPRENTICESHIP AGREEMENT PREFERENCE

1. If applicable to this project, any bidder seeking the preference must be a party to an apprenticeship agreement registered with the State Department of Labor and Industrial Relations (DLIR) at the time the bid is submitted for each apprenticeable trade the bidder will employ to construct the project. "Employ" means the employment of a person in an employer-employee relationship.
  - a. The apprenticeship agreement shall be registered with the DLIR and conform to the requirements of Hawaii Revised Statutes Chapter 372.
  - b. Subcontractors do not have to be a party to an apprenticeship agreement for the bidder to obtain preference.
  - c. The bidder is not required to have apprentices in its employ at the time the bid is submitted to qualify for the preference.
  
2. A bidder seeking the preference must state the apprenticeable trade the bidder will employ for each trade to be employed to perform the work by submitting a completed signed original Certification Form 1 verifying participation in an apprenticeship program registered with DLIR. "Apprenticeable trade" shall have the same meaning as "apprenticeable occupation" pursuant to Hawaii Administrative Rules (HAR) §12-30-5.
  - a. The *Certification Form 1* shall be authorized by an apprenticeship sponsor listed on the DLIR list of registered apprenticeship programs. "Sponsor" means an operator of an apprenticeship program and in whose name the program is approved and registered with the DLIR pursuant to HAR §12-30-1.
  - b. The authorization shall be an original signature by an authorized official of the apprenticeship sponsor.
  - c. The completed signed original Certification Form 1 for each trade must be submitted with the bid. Previous certifications shall not apply.
  - d. When filling out the Certification Form 1, the name of Apprenticeable Trade and Apprenticeship Sponsor must be the same as recorded in the List of Construction Trades in Registered Apprenticeship Programs that is posted on the DLIR website. "Registered apprenticeship program" means a construction trade program approved by the DLIR pursuant to HAR §12-301 and §12-30-4.
  - e. The *Certificate Form 1* and the List of Construction Trades in Registered Apprenticeship Programs is available on the DLIR website at:  
<http://hawaii.gov/labor/wdd>.
  
3. Upon receiving the Certification Form 1, the Procurement Officer will verify that the apprenticeship program is on the List of Construction Trades in Registered Apprenticeship Programs and that the form is signed by an authorized official of the Apprenticeship Program

Sponsor. If the programs and signature are not confirmed by the DLIR, the bidder will not qualify for the preference.

4. If the bidder is certified to participate in an apprenticeship program for each trade which will be employed by the bidder for the project, a preference will be applied to decrease the bidder's bid amount by five percent (5%) for evaluation purposes.
5. Should the bidder qualify for other preferences (e.g. Hawaii Products), all applicable preferences shall be applied to the bid price.

CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS PROHIBITED

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

### CONDITION OF AWARD

It is understood that the award of the contract will be made on the basis of the lowest responsible Total Sum Base Bid (Items 1 to 7) selected by the Board of Land and Natural Resources.

It is understood and agreed that the Board of Land and Natural Resources reserves the right to reject any and/or all bids and waive any defects when, in the Board's opinion, such rejection or waiver will be for the best interest of the State of Hawaii.

In the event all bids exceed available funds certified by the appropriate fiscal officer, the head of the purchasing agency responsible for the procurement in question is authorized in situations where time or economic considerations preclude resolicitation of work of a reduced scope to negotiate an adjustment of the bid price, including changes in the bid requirements, with the low responsible and responsive bidder, in order to bring the bid within the amount of available funds. It is understood and agreed upon that the head of the purchasing agency may delete a portion or all of any item(s) in the proposal at the stated unit or lump sum price as necessary to stay within the available funding. The bidder is responsible to make an earnest effort to represent the actual cost of each item, including all materials, labor, equipment, overhead and profit in their bid proposal to preclude claims of anticipated profit or loss of profit because of an unbalanced bid proposal.

It is also understood that if a mutually agreeable cost for the reduced scope of work necessitated by a lack of available funds cannot be agreed upon between the bidder and the head of the purchasing agency within 14 calendar days after the bid opening, then the bid may be rejected in the best interest of the purchasing agency, and the head of the purchasing agency may negotiate in progressive order (lowest to highest) with the next lowest responsible and responsive bidder.

It is also understood and agreed that the award of the contract shall be conditioned upon funds being made available for this project and further upon the right of the Board of Land and Natural Resources to hold all bids received for a period of sixty (60) days from the date of the opening thereof, unless otherwise required by law, during which time no bid may be withdrawn.

It is also understood that Notice to Proceed may be delayed up to one (1) year after the bid opening date, and that no additional compensation will be provided for any claim for escalation or delay for issuance of Notice to Proceed on or before that date.

It is also understood and agreed that the quantities given herewith are approximate only and are subject to increase or decrease, and that the undersigned will perform all quantities of work as either increased or decreased, in accordance with the provisions of the Contract Specifications.

It is also understood and agreed that the estimated quantities shown for the items for which a UNIT PRICE is asked in this Proposal are only for the purpose of comparing on a uniform basis, bids offered for the work under this contract, and the undersigned agrees that he is satisfied with and will at no time, dispute said estimated quantities as a means of claims for anticipated profit or loss of profit, because of a difference between the quantities of the various classes of work done or the materials and equipment installed, and the said estimated quantities. On UNIT PRICE bids, payment will be made only for the actual number of units incorporated into the finished project at the contract UNIT PRICE.

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. In the comparison of bids, words written in the proposal shall govern over figures and unit prices will govern over totals. Until the award of the contract, however, the right will be reserved to reject any and all proposals and to waive any defects or technicalities as may be deemed best for the interest of the State.

It is also understood and agreed that liquidated damages in the amount of ONE HUNDRED FIFTY AND NO/100 DOLLARS (\$ 150.00) for each and every calendar day in excess thereof prior to completion of the contract shall be withheld from payments due to the Contractor.

It is also understood and agreed that if this bid is accepted, the successful bidder must enter into and execute a contract with the Board of Land and Natural Resources and furnish a Performance and Payment Bond, as required by law. These bonds shall conform to provisions of Section 103D-324 and 325, Hawaii Revised Statutes and any law applicable hereto.

It is also understood and agreed that the successful bidder will provide all necessary labor, materials, tools, equipment, and other incidentals necessary to do all the work and furnish all the materials specified in the contract in the manner and time herein prescribed, and according to the requirements of the Engineer as therein set forth.

It is understood that by submitting this proposal, the undersigned is declaring that his firm has not been assisted or represented on this matter by an individual who has, in a State capacity, been involved in the subject matter of this contract in the past two years.

It is understood that by submitting this proposal in accordance with HAR 3-122-192, the undersigned is declaring that the price submitted is independently arrived without collusion.

It is also understood that by submitting this proposal, a Certification for Safety and Health Programs for bids in excess of \$100,000 (in accordance with HRS 396-18), the undersigned certifies that his organization will have a written safety and health plan for this project that will be available and implemented by the Notice to Proceed date of this project. Details of the requirements of this plan may be obtained from the Department of Labor and Industrial Relations, Occupational, Safety and Health Division (HIOSH).

It is further understood and agreed that the successful bidder shall comply with paragraph 3.1.a "SUBCONTRACTING" of the General Provisions which requires that the contractor shall perform with his own organization and with the assistance of workmen under his immediate superintendence, work of a value not less than twenty percent (20%) of the value of all work embraced in the Contract, except that certain contract items of work, if specifically referred to in the special provisions, will be exempted from said twenty percent requirement.

Compliance with §103-310 HRS. As a condition of award all bidders shall comply with all laws governing entities doing business in the State, including Chapter 237 HRS (general excise tax); Chapter 383 HRS (employment security – unemployment insurance); Chapter 386 HRS (workers compensation); Chapter 392 HRS (temporary disability insurance); and Chapter 393 HRS (pre-paid health care), and shall produce all documents to the State (DLNR, Engineering Division) required to demonstrate compliance with these subsections. Any bidder making a false affirmation or certification under this subsection shall be suspended and may be debarred from further offerings or awards pursuant to §103D-702 HRS.

**RECEIPT OF ADDENDA**

The bidder also acknowledges receipt of any and all addenda issued by the Engineering Division, by recording the date of receipt of the respective addenda in the space provided below:

<u>Addendum</u>	<u>Date Received</u>	<u>Addendum</u>	<u>Date Received</u>
No. 1	_____	No. 5	_____
No. 2	_____	No. 6	_____
No. 3	_____	No. 7	_____
No. 4	_____	No. 8	_____

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

It is also understood and agreed that if this Proposal is accepted and the undersigned should fail or neglect to contract as aforesaid, the Board may determine that the bidder has abandoned the Contract, and thereupon, forfeiture of the security accompanying his proposal shall operate and the same shall become the property of the Board.

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

The Bidder agrees that the following is a complete listing of all joint contractors or subcontractors covered under Chapter 444, Hawaii Revised Statutes (HRS), who will be engaged by the Bidder on this project to perform the required work indicated pursuant to Section 103D-302, HRS. It is the sole responsibility of the contractor to review the requirements of this Project and determine the appropriate licenses that are required to complete the Project. The Bidder certifies that the completed listing of joint contractors or subcontractors fulfills the requirements for the project and the Bidder, together with the listed subcontractors or joint contractors have all the specialty contractor’s licenses to complete the work, except as provided for in HRS §103D-302(b). Failure of the Bidder to comply with this requirement may be just cause for rejection of the bid.

“A” General Engineering Contractors and “B” General Building Contractors are reminded that due to the Hawaii Supreme Court’s January 28, 2002 decision in Okada Trucking Co., Ltd. v. Board of Water Supply, et al., 97 Haw. 450 (2002), they are prohibited from undertaking any work, solely or as part of a larger project, which would require the general contractor to act as a specialty contractor in any area in which the general contractor has no license. Although the “A” and “B” contractor may still bid on and act as the “prime” contractor on an “A” or “B” project (See, HRS §444-7 for the definitions of an “A” and “B” project.), respectively, the “A” and “B” contractor may only perform work in the areas in which they have the appropriate contractor’s license (*An “A” or “B” contractor obtains “C” specialty contractor’s licenses either on its own, or automatically under HAR § 16-77-32*). The remaining work must be performed by appropriately licensed entities.

General Engineering “A” Contractors automatically have these “C” specialty contractor’s



Enclosed herewith is a:

1. Surety Bond (\*1) )
2. Legal Tender (\*2) )
3. Cashier's Check (\*3) )
4. Certificate of Deposit (\*3) ) in the
5. Certified Check (\*3) ) amount
6. Official Check (\*3) ) of
7. Share Certificate (\*3) )
8. Teller's Check (\*3) )
9. Treasurer's Check (\*3) )

(Cross Out Those Not Applicable)

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

as required by law.

Respectfully submitted,

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

\_\_\_\_\_  
Contractor's License No.

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

Title \_\_\_\_\_

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

Date \_\_\_\_\_

Address \_\_\_\_\_

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

NOTES:

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

**End of Proposal**

## SPECIAL PROVISIONS

Amend INTERIM GENERAL CONDITIONS, dated October 1994, as follows:

### Section 2 – Proposal Requirements and Conditions

1. **AMEND** Section 2.1 Qualification of Bidder with the following:

Written Notice of Intent to Bid or Offer: A written Notice of Intent to Bid is not required for the Solicitation.

Standard Qualification Questionnaire: Bidders may be required to complete a standard qualifications questionnaire. When requested, the information shall be furnished within two working days or longer at the discretion of the Engineer. Failure to furnish the requested information within the time allowed may be grounds for a determination of non-responsibility, in accordance with HRS Section 103D-310 and HAR Section 3-122-108.

Hawaii Business or Compliant Non-Hawaii Business Requirement: Bidders shall be incorporated or organized under the laws of the State or be registered to do business in the State as a separate branch or division that is capable of fully performing under the contract, as stipulated in §3-122-112 HAR. A certified letter is not required prior to bid opening.

Compliance with §3-122-112 HAR: As a condition for award of the contract and as proof of compliance with the requirements of 103D-310(c) HRS, the apparent low bidder shall furnish the required documents to the Department. If the valid required certificates are not submitted on a timely basis for award of a contract, a bidder otherwise responsive and responsible may not receive the award. Bidder is responsible to apply for and submit the following documents to the Department.

- A. Tax Clearance (HRS Chapter 237): Bidder shall obtain a tax clearance certificate from the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate is valid for six months from the most recently approved stamp date on the certificate; the certificate must be valid on the date received by the Department.
- B. Department of Labor (DLIR) “Certificate of Compliance”. (HRS Chapter 383 - Unemployment Insurance, Chapter 386 - Workers’ Compensation, Chapter 392 - Temporary Disability Insurance, and 393 – Prepaid Health Care): Bidder shall obtain a certificate of compliance from the Hawaii State Department of Labor and Industrial relations (DLIR). The certificate is valid for six months from the date of issue; certificates must be valid on the date received by the Department.
- C. Department of Commerce and Consumer Affairs (DCCA), Business Registration Division (BREG) “Certificate of Good Standing”. Bidder shall obtain a certificate of good standing issued by the Department of Commerce and Consumer Affairs (DCCA), Business Registration Division (BREG). The certificate of good standing is valid for six months from the date of issue; certificates must be valid on the date received by the Department.

**Hawaii Compliance Express.** Alternately, instead of separately applying for these certificates at the various state agencies, bidder may choose to use the Hawaii Compliance Express (HCE), which allows businesses to register online through a simple wizard interface at <http://vendors.ehawaii.gov> to acquire a “Certificate of Vendor compliance” indicating that bidder’s status is compliant with requirements of §103D-310(c), HRS, shall be accepted for contracting and final payment purposes.

Bidders that elect to use the new HCE services will be required to pay an annual fee of \$15.00 to the

Hawaii Information Consortium, LLC (HIC). Bidders choosing not to participate in the HCE program will be required to provide the paper certificates as instructed in the previous paragraphs.

2. **ADD** Section 2.4a, Pre-Bid Conferences

Required Pre-bid Conferences: For construction and design-build projects with an estimated value of \$500,000 or more and solicited under the competitive sealed bid method (103D-302 HRS); and for construction and design-build projects with an estimated value of \$100,000 or more and solicited under the competitive sealed proposal method (103D-303 HRS); a pre-bid conference is required.

Other Pre-Bid Conferences: The Department may require a pre-bid conference for construction or design-build projects that are below the dollar threshold listed in above or when projects have special or unusual requirements.

Other Conditions: The Department may require the prospective Bidders to make a physical inspection of the project site and make attendance at the pre-bid conference a condition for submitting an offer.

Nothing stated at the pre-bid conference shall change the solicitation unless a change is made by written addendum.

3. **DELETE** Section 2.5, Addenda and Interpretations, in its entirety and replace with the following:

“Discrepancies, omissions, or doubts as to the meaning of drawings and specifications should be communicated using the question and answer section on the HIEPRO solicitation for interpretation and must be received in the time frame set in the HIEPRO solicitation. Any interpretation, if made and any supplemental instructions will be in the form of written addenda to the plans and specifications and made available prior to the offer due date. It shall be the prospective bidder’s sole responsibility to verify and obtain any said addenda. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.”

**Section 3 – Award and Execution of Contract**

1. **AMEND** Section 3.3, Award of Contract, by deleting “sixty (60)” and replacing with “ninety (90)” in the first paragraph.

2. **AMEND** Section 3.3, Award of Contract, by adding the following after the first paragraph:

“If the contract is not awarded within the ninety (90) days, 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. **AMEND** Section 3.9, Notice to Proceed, by deleting “180 days” and replacing with “one (1) year” in the last paragraph.

4. **ADD** Section 3.10, Protests:

**“3.10 PROTESTS**—Pursuant to Section 103D-701, Hawaii Revised Statutes, an actual or prospective offeror who is aggrieved in connection with the solicitation or award may submit a protest. Any protest

shall be submitting in writing to the Chairperson, Department of Land and Natural Resources, 1151 Punchbowl Street, Honolulu, Hawaii 96813, or designee as specified in the solicitation.

A protest shall be submitted in writing within five (5) working days after the aggrieved person knows or should have known the facts giving rise thereto; provided that a protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of offers. Further provided that a protest of an award or proposed award shall be submitted within five (5) working days after the posting of the award of the contract.

The notice of award, if any, resulting from this solicitation shall be posted on the Procurement System on the SPO website: <http://hawaii.gov/spo2/>.

### **Section 5 – Control of Work**

**AMEND** Section 5.8 Value Engineering Incentive by deleting “\$100,000” and replacing with “\$250,000” in the first paragraph.

### **Section 6 – Substitution of Materials and Equipment**

**ADD** the following to Section 6.3 Sub-paragraph b:

4. If the substitution meets all the requirements of the specifications and plans.

### **Section 7 – Prosecution and Progress**

1. **DELETE** Section 7.2d in its entirety and replace with the following:

“d. Insurance Requirements

#### 1. Obligation of Contractor

The Contractor shall not commence any work until it obtains, at its own expense, all required insurance. Such insurance must have the approval of the Department as to limit, form and amount and must be maintained with a company authorized by law to issue such insurance in the State of Hawaii.

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.

Certificate(s) of Insurance acceptable to the Department shall be filed with the Engineer prior to commencement of the work. These certificates shall contain a provision that coverages afforded under the policies will not be canceled or changed until at least thirty days written notice has been given to the Engineer by registered mail. The insurance policies shall name the State of Hawaii, its officers and employees as an additional insured and such coverage shall be noted on the Certificate. Should any policy be canceled 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.

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.

All insurance described herein shall 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.

The Contractor shall, from time to time, furnish the Engineer, when requested, satisfactory proof of coverage of each type of insurance required or a copy of the actual policies covering the work. Failure to comply with the 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.

## 2. Types of Insurance

The 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 the subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.

(a) Worker's Compensation. The Contractor and all subcontractors shall obtain full worker's compensation insurance coverage for all persons whom they employ or may 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.

(b) 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 per occurrence that shall include coverage for bodily injury, sickness, disease or death of any person, arising directly or indirectly out of, or in connection with, the performance of work under this contract.

The Contractor's property damage liability insurance shall provide for a single combined limit of not less than \$1,000,000 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.

The Contractor shall either:

- i. Require each of its subcontractors to procure and to maintain during the life of its subcontract, subcontractors' comprehensive general liability, automobile liability

and property damage liability insurance of the type and in the same amounts specified herein; or

- ii. Insure the activities of its subcontractors in its own policy.

The Contractor will be permitted, in cooperation with insurers, to maintain a self insured retention for up to 25% of the per occurrence combined single limits of the commercial general liability and the automobile liability policies. The existence of the self insured retention must be noted on the certificate of insurance coverage submitted to the Department or else it will be understood that the insurer is providing first dollar coverage for all claims. For all claims within the self-insured retention amount, the rights, duties and obligations between the Contractor and the Department shall be identical to that between a liability insurer and the Department, as an additional insured, as if there was no self-insured retention.

- (c) **Builder's Risk Insurance.** Unless included in the Specifications of this project, the Contractor shall not be required to provide builder's risk insurance. If required as noted in the Specifications, builder's risk insurance shall be provided during the progress of 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 additional name insured. The Contractor shall submit to the Engineer for its approval all items deemed to be uninsurable. The policy may provide for a deductible in an amount of up to 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 additional insured as if no deductible existed".

**2. DELETE** Section 7.16 in its entirety and replace with the following:

**"RESPONSIBILITY FOR DAMAGE CLAIMS; INDEMNITY** – The Contractor shall indemnify the State and the Department against all loss of or damage to the State's or the Department's existing property and facilities arising out of any act or omission committed in the performance of the work by the Contractor, any subcontractor or their employees and agents. Contractor shall defend, hold harmless and indemnify the Department and the State, their employees, officers and agents against all losses, claims, suits, liability and expense, including but not limited to attorneys' fees, arising out of injury to or death of persons (including employees of the State and the Department, the Contractor or any subcontractor) or damage to property resulting from or in connection with performance of the work and not caused solely by the negligence of the State or the Department, their agents, officers and employees. The State or the Department may participate in the defense of any claim or suit without relieving the Contractor of any obligation hereunder. The purchase of liability insurance shall not relieve the Contractor of the obligations described herein.

The Contractor agrees that it will not attempt to hold the State and its Departments and Agencies and 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 specifications or from any unforeseen obstructions, acts of God, vandalism, fires or encumbrances which may be encountered in the prosecution of the work.

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 Engineer to cover such just claims until satisfactory proof of payment or the establishment of a payment plan is presented.

The Contractor shall defend, indemnify and hold harmless the State and its Departments and Agencies and their officers, representatives, employees or agents from all suits, actions or claims of any character brought on account of any claims or amounts arising or recovered under the Worker's Compensation Laws or any other law, by-law, ordinance, order or decree.

### **Section 8 – Measurement and Payment**

1. **DELETE** Section 8.7a in its entirety and replace with the following:

- a. Tax Clearances from the State of Hawaii Department of Taxation and Internal Revenue Service, subject to section 103D-328, HRS, current within two months of issuance date indicating that all delinquent taxes levied or accrued under State Statutes against the contractor have been paid.

2. **ADD** Section 8.7d, Certificate of Compliance:

- d. A Certification from the Contractor affirming that the Contractor has, as applicable, remained in compliance with all laws as required by Section 103D-310, HRS, and Section 3-122-112, HAR. A contractor making a false affirmation shall be suspended and may be debarred pursuant to section 103D-702, HRS.
  1. Certification of Compliance for Final Payment, State Procurement Office Form-22. Must be Signed Original.

3. **ADD** Section 8.7e, Hawaii Compliance Express:

- e. In lieu of submitting the tax clearances from Taxation and IRS, and SPO Form -22, the Contractor may choose to use the Hawaii Compliance Express as described on page SP-1 of this Special Provisions.

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## SECTION 01019

### GENERAL SPECIFICATIONS

#### PART 1 - GENERAL

##### 1.1 GENERAL REQUIREMENTS

Work shall consist of furnishing all labor, tools, materials and equipment necessary and required to construct in place complete all work as indicated on the drawings and as specified herein.

##### 1.2 GENERAL

- A. Construction Lines, Levels and Grades: The Contractor shall verify all lines, levels and elevations indicated on the drawings before any clearing, excavation or construction begins. Any discrepancy shall be immediately brought to the attention of the Engineer, and any change shall be made in accordance with the Engineer's instruction. The Contractor shall not be entitled to extra payment for failing to report the discrepancies before proceeding with any work whether within the area affected or not.
- B. Examination of Premises: The Contractor shall contact the Engineer and obtain permission before visiting the site.
- C. Notices: The Contractor shall notify the Engineer and give at least five (5) working days notice before starting any work.
- D. Parking Policy for Contractor
  - 1. Any lawn damaged by the Contractor shall be restored as instructed by the Engineer at no cost to the State.
- E. Toilet Accommodations: The following requirements of the State Department of Health (DOH) must be strictly adhered to in the Forest Reserve area:
  - 1. Portable covered receptacles for fecal matter and urine, of the design and number specified by the DOH, shall be provided.
  - 2. No employee will be allowed to deposit fecal matter or urine in any place except in these receptacles. Any infringement of this requirement shall result in immediate transfer or discharge of the offender or other disciplinary measures satisfactory to the Engineer.

- F. Protection of Property: The Contractor shall continually maintain adequate protection of all its work from damage and shall protect all property, including but not limited to buildings, equipment, furniture, grounds, vegetation, material, utility systems located at and adjoining the job site. The Contractor shall repair, replace or pay the expense of repair of damages resulting from its operations.
- G. Use of Power Driven Equipment: The Contractor is cautioned to take all necessary safety precautions to protect the facility personnel, and the public whenever power driven equipment is used.
- H. Safety: The Contractor shall carefully read and strictly comply with the requirements of the Hawaii Occupational Safety and Health Law, Chapter 396, Hawaii Revised Statutes, as amended, is applicable and made a part of the Contract.
- I. Clean Up Premises: The Contractor shall clean up and remove from premises all debris accumulated from operations as necessary or as directed. See also Section 7.25 of the General Conditions.
- J. Responsibility
1. The State will hold the Contractor liable for all the acts of Subcontractors and shall deal only with the prime Contractor in matters pertaining to other trades employed on the job. The Contractor shall be responsible for coordinating the work of all trades on the job.
  2. Should the Contractor discover any discrepancy in the plans or specifications, the Contractor shall immediately notify the Engineer before proceeding any further with the work, otherwise, the Contractor will be held responsible for any cost involved in correction of work placed due to such discrepancy.
- K. Cooperation With Other Contractors: The State reserves the right at any time to contract for or otherwise perform other or additional work within the contract zone limits of this Contract. The Contractor of this project shall, to the extent ordered by the State, conduct its work so as not to interfere with or hinder the progress or completion of the work performed by other contractors.
- L. Division of the Work: The Divisions and Sections into which these Specifications are divided shall not be considered an accurate or complete segregation of work by trades. This also applies to all work specified within each Section.
- M. Drawings and Specifications
1. The Contractor shall not make alterations in the drawings and specifications. In the event the contractor discovers any errors or discrepancies, the Contractor shall immediately notify the Engineer in accordance with the

### General Conditions.

2. Where devices, or items, or parts thereof are referred to in the singular, it is intended that such reference shall apply to as many such devices, items or parts as are required to properly complete the work.
3. Specifications and drawings are prepared in abbreviated form and include incomplete sentences. Omission of words or phrases such as "the Contractor shall", "as shown on the drawings", "a", "an", and "the" are intentional. Omitted words and phrases shall be provided by inference to form complete sentences.

### N. Required Submittals

1. Required submittals as specified in the Technical Sections of these specifications include one or more of the following: Material samples; technical data; schedules of materials; schedules of operations; guarantees; and as-built drawings.
2. The Contractor shall make a comprehensive list of the required submittals, by Specification Section, and submit this list to the Engineer within 15 days after notice to proceed.
3. As-Built Drawings: When as-built drawings are required for submittal, the following shall apply:
  - a. As-built drawings, the intent of which is to record the actual in-place construction so that any future renovations or tie-ins can be anticipated accurately, shall be required.
  - b. All deviations from alignments, elevations and dimensions which are stipulated on the plans shall be recorded in red on the as-built drawings.
  - c. The following procedure shall be followed:
    - 1) Immediately after these changes are constructed in place, the Contractor shall record them on the field office plans.
    - 2) Within two weeks after final inspection of the project, the Contractor shall transfer the changes marked on the field office plans onto a clean copy of plans using a red pencil. Any deletions shall be so noted and redrawn as necessary. The Contractor shall stamp or mark the tracings "AS-BUILT", and also sign and date each drawing so marked.

- 3) The Contractor shall submit the as-built drawings together with the marked-up field office plans to the Engineer.
- 4) Any as-built drawing which the Engineer determines does not accurately record the deviation shall be corrected by the State, and the Contractor shall be charged for the services.

END OF SECTION

SECTION 01300

SUBMITTALS

PART 1 - GENERAL

1.1 SUBMITTALS

A. Required submittals shall include:

1. Manufacturer's Data.
2. Certificates of Warranty.
3. Any others as called for in the plans, specifications, or by the Engineer.

1.2 BIDDER'S SPECIAL RESPONSIBILITY FOR COORDINATING CONTRACTUAL WORK AND SUBMITTALS:

- A. The Contractor is responsible for the coordination of all contractual work and submittals.
- B. The Contractor shall have a rubber stamp made up in the following format:

CONTRACTOR NAME

PROJECT: \_\_\_\_\_

\_\_\_\_\_

JOB NO: \_\_\_\_\_

THIS SUBMITTAL HAS BEEN CHECKED BY THIS GENERAL CONTRACTOR. IT IS CERTIFIED CORRECT, COMPLETE, AND IN COMPLIANCE WITH CONTRACT DRAWINGS AND SPECIFICATIONS. ALL AFFECTED CONTRACTORS AND SUPPLIERS ARE AWARE OF, AND WILL INTEGRATE THIS SUBMITTAL INTO THEIR OWN WORK.

DATE RECEIVED \_\_\_\_\_

SPECIFICATION SECTION \_\_\_\_\_

SPECIFICATION PARAGRAPH \_\_\_\_\_

DRAWING NUMBER \_\_\_\_\_

SUBCONTRACTOR NAME \_\_\_\_\_

SUPPLIER NAME \_\_\_\_\_

MANUFACTURER NAME \_\_\_\_\_

CERTIFIED BY: \_\_\_\_\_

- C. This stamp, "filled in", should appear on the title sheet of each shop drawing, on a cover sheet of submittals in an 8-1/2" x 11" format, or on one face of a cardstock tag (min. 3" x 6") tied to each sample. The tag on the samples should state what the sample is so that, if the tag is accidentally separated from the sample, it can be matched up again. The back of this tag will be used by the Engineer for his receipt, review, and log stamp and for any comments that relate to the sample.
- D. All submittals for material listed in the contract documents shall be required and shall be reviewed by the Engineer, prior to any ordering of materials.
- E. Unless otherwise noted, the Contractor shall submit electronic PDF copies to the Engineer for review.
- F. The review of submittals by the Engineer shall not relieve the Contractor from responsibility for correctness of the dimensions, fabrication details, and space requirements or for deviations from the contract drawings and specifications, unless the Contractor has called attention to such deviations, in writing, by a letter accompanying the drawings and the Engineer approved the change or deviations, in writing, at the time of submission; nor shall review by the Engineer relieve the Contractor from the responsibility for errors in the shop drawings. When the Contractor does call such deviations to the attention of the Engineer, he shall state in his letter whether or not such deviations involve any deduction or extra cost adjustment.
- G. The approval of the above submittals or other data shall in no way release the Contractor from his responsibility for the proper fulfillment of the requirements of this contract nor for fulfilling the purpose of the installation nor from his liability to replace the same should it prove defective or fail to meet the specified requirements.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

## SECTION 01505

### MOBILIZATION AND DEMOBILIZATION

#### PART 1 - GENERAL

##### 1.01 GENERAL REQUIREMENTS

This section covers the requirements for mobilization and demobilization.

1.02 MOBILIZATION: Mobilization shall consist of the transporting, assembling, constructing, installing, and making ready for use at the job site, all the equipment, machinery, structures, utilities, materials, labor, and incidentals necessary to do the work covered by this contract.

1.03 DEMOBILIZATION: Demobilization shall consist of the dismantling and removal of the above-mentioned equipment, machinery, structures, utilities, materials, and incidentals, and the cleaning up of the site.

#### PART 2 - PRODUCTS (NOT USED)

#### PART 3 - EXECUTION

3.01 GUIDELINES: If the Contractor utilizes private lands other than the sites provided by the Department for mobilization purposes, the provisions of this section shall apply, and the mobilization and demobilization work on said private lands shall be in accordance with the agreement between the Contractor and the land owner.

Any and all additional mobilization or demobilization costs in excess of the maximum amounts specified in the Proposal shall be included in the appropriate unit prices bid in the Proposal. The Contractor shall not receive any compensation for mobilization and demobilization in addition to those specified in the Proposal.

All equipment, machinery, buildings, utilities and incidentals mobilized and demobilized under this section shall remain the property of the Contractor.

##### 3.02 MEASUREMENT AND PAYMENT

Mobilization and Demobilization will be paid on a lump sum basis and shall not exceed 10% of the total bid price. Measurement for payment will not apply. Payment will be full compensation for the work prescribed in this section and the contract documents.

END OF SECTION

## SECTION 02100

### SITE PREPARATION

#### PART 1 - GENERAL

##### 1.01 GENERAL REQUIREMENTS

The work to be performed under this section shall include clearing the premises of all obstacles and obstructions, the removal of which will be necessary for the proper reception, construction, execution and completion of the other work included in this contract.

#### PART 2 - PRODUCTS (NOT USED)

#### PART 3 - EXECUTION

##### 3.01 GENERAL

- A. Install erosion control and best management practices prior to any ground disturbing activities.
- B. Maintenance of Traffic: The Contractor shall conduct operations with minimum interference to streets, driveways, passageways, etc.

When necessary, the Contractor shall provide and erect barriers, etc., with special attention to protection of the public and personnel.

- C. Protection: Throughout the progress of the work protection shall be provided for all property and equipment, and temporary barricades shall be provided as necessary. Work shall be done in accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, and the State of Hawaii's Occupational Safety and Health Standards, Rules and Regulations.
- D. Fires: No burning of fires of any kind will be allowed.
- E. Disposal: All materials resultant from operations under this Section shall become the property of the Contractor and shall be removed from the site. Loads of materials shall be trimmed to prevent droppings.

3.02 CLEAN UP OF PREMISES

Clean up and remove all debris accumulated from building operations from time-to-time as directed. Upon completion of the construction work and before final acceptance of the contract work, remove all surplus materials, equipment, scaffoldings, etc., and leave entire job site raked clean and neat to the satisfaction of the Engineer.

3.03 MEASUREMENT AND PAYMENT

Site Preparation will not be paid separately. The cost will be considered incidental to various contract items.

END OF SECTION

## SECTION 02200

### EARTHWORK

#### PART 1 - GENERAL

##### 1.01 GENERAL REQUIREMENTS

This section covers the requirements for earthwork, including excavation and backfilling.

It shall be the responsibility of the Contractor to examine the project site and determine for himself the existing conditions. Obvious conditions of the site existing on the date of the bid opening shall be accepted as part of the work, even though they may not be clearly indicated on the drawings and/or described herein or may vary therefrom.

##### 1.02 WORK INCLUDES

- A. Excavating, separating, hauling, stockpiling, backfilling, compacting, and grading of soils.
- B. The excavation of all material encountered within the limits of work, the on-site placement or the stockpiling of suitable site material, and the satisfactory disposal of unsuitable site material such as rock, rubble, rubbish and any surplus suitable site material.

##### 1.03 REMOVAL AND REPAIR WORK

The Contractor shall exercise every precaution to preserve and protect all structures, pavements, or landscaping which are to remain. Repair all damage upon completion of the work.

##### 1.04 SEQUENCE OF WORK

All sequence of work shall be subject to the approval of the Engineer.

##### 1.05 PROTECTION

- A. Barricade: Erect temporary barricade to prevent people from entering into project area at no extra cost to the State of Hawaii.

- B. Take all precautions and safety measures as required to protect the State of Hawaii free and harmless from liability of any kind. Conduct operations with minimum interference to streets, driveways, passages, etc.
- C. Adequate precautions shall be taken before commencing and during the course of the work to ensure the protection of life, limb, and property.
- D. The Contractor shall protect from damage all surrounding structures, trees, plants, grass, walks, pavements, etc. Any damage will be repaired or replaced by the Contractor to the satisfaction of the Engineer.

#### 1.06 CLEANUP

Clean up and remove all debris accumulated from construction operations from time to time, when as directed by the Engineer. Upon completion of the construction work and before final acceptance of work, remove all surplus materials, equipment, etc. and leave entire jobsite clean and neat.

#### 1.07 REFERENCES

- A. Latest version of American Society for Testing and Materials (ASTM) standards:
  - 1. ASTM D 422, Standard Test Method for Particle-Size Analysis of Soils.
  - 2. ASTM D 698, Standard Test Method for Laboratory Compaction of Soil using Standard Effort (12,400 ft-lb/ft<sup>3</sup> [600kN-m/m<sup>3</sup>])
  - 3. ASTM D 1557, Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lb/ft<sup>3</sup> [2,700 kN-m/m<sup>3</sup>]).
  - 4. ASTM D 2216, Standard Test Method for Laboratory Determination of Water (Moisture) Content of Soil and Rock.
  - 5. ASTM D 2487, Standard Classification of Soils for Engineering Purposes (Unified Soil Classification System).
  - 6. ASTM D 2922, Standard Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
  - 7. ASTM D 3017, Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).
  - 8. ASTM D 4220, Standard Practices for Preserving and Transporting Soil Samples.

- B. OSHA 29 CFR Part 1926, Occupational Safety and Health Standards – Excavations.

## PART 2 - PRODUCTS

### 2.01 MATERIALS

- A. See Section 02210 – SOILS

## PART 3 - EXECUTION

### 3.01 EXCAVATION

Excavation shall be done to the lines and grades indicated. Excavated materials declared unusable by Engineer shall be removed from the site at the Contractor's expense.

### 3.02 GRADING

The project site shall be graded to existing grade and contours with an additional 12” layer of topsoil as required by the landscape drawings and specifications. Grading shall conform with the ordinances of the County of Kauai and as amended. Topsoil shall be spread evenly, compacted lightly and raked to a uniform place at required contours and grades.

### 3.03 EMBANKMENT

- A. Excavation is prohibited on the existing streambank.
- B. Work shall consist of clearing, filling, and grading as necessary to construct the site per the Contract Documents.
- C. Embankment construction shall include the placing of suitable earth fill in the locations stipulated in the construction drawings to obtain the required lines, grades and cross-sections shown on the drawings. Materials shall be deposited and spread in uniform layers of specified thickness, for the full width of the embankment. Each layer shall be shaped to line and cross-section and thoroughly compacted before the succeeding layer is placed.
- D. Where embankment is being placed on side fill or sloping sections, the lower portion shall be constructed as above, until a full width surface of the specified cross-section is obtained. The embankment shall be completed thereafter with full width layers.

- E. Contractor shall remove existing vegetation over the areas that are to receive earth materials.

### 3.04 MATERIAL PLACEMENT

- A. Inspect subgrade before placement of earth materials.
- B. The placement of earth materials shall be along the sheet pile curtain wall and outward. Construct in layers by spreading and leveling material during placement. Spread individual layers to uniform thickness throughout and approximately parallel with finished grade for full width of embankment.
- C. Maintain lifts to provide positive drainage away from construction.
- D. Do not place materials such as stumps, logs, brush, or other undesirable materials.

### 3.05 COMPACTION

- A. Earth materials shall be spread and bladed smooth in successive layers not exceeding 12 inches in compacted thickness to the full width of the cross-section, unless otherwise directed by the Engineer.
- B. Each layer of earth materials shall be compacted to a minimum of ninety percent (90%) of Standard Proctor Density. The material shall be compacted at the optimum moisture content, or up to two percent (2%) higher than optimum, as directed by the Engineer.
- C. Compaction testing is not required. Subgrade shall be inspected by the Engineer in the field.

### 3.06 CONTROL OF MOISTURE CONTENT

- A. The moisture content of the earth materials used for construction shall be such that the specified compaction can be obtained with the equipment used. The moisture content of the fill shall be maintained within the limits to:
  - 1. Prevent the bulking of the material under the action of the hauling or compaction equipment,
  - 2. Prevent adherence of the fill material to the equipment,
  - 3. Ensure the crushing and blending of the soil clods and aggregation into a homogeneous mass, and
  - 4. Contain adequate moisture so that a sample can be hand molded.

- B. Do not compact embankment material if the moisture content causes excessive rutting by the hauling equipment, or excessive displacement or distortion under the compacting equipment. If these conditions exist, allow the materials to dry before compacting. If necessary, accelerate drying the materials by aerating or by using blade graders, harrows, discs, or other appropriate equipment to manipulate the material. No additional compensation will be provided for soil conditioning or use of additives to attain required percent moisture.

### 3.07 FINAL GRADE

- A. The Contractor shall, as soon as practicable, bring the site grades to the correct widths, lines and elevation as shown on the drawings.
- B. All surfaces shall be maintained to the specified grade and cross-section and to the specified density until the project or that portion of the project is accepted.

### 3.08 MEASUREMENT AND PAYMENT

Earthwork for berm construction, prescribed in this section and in the design documents, will not be measured for payment. The cost for this work will be considered incidental to various payment items.

END OF SECTION

## SECTION 02210

### SOILS

#### PART 1 - GENERAL

##### 1.01 SECTION INCLUDES

- A. Common Borrow

##### 1.02 RELATED SECTIONS

- A. Section 02200 – Earthwork

##### 1.03 REFERENCES

- A. ASTM D 1557 - Test Methods for Laboratory Compaction Characteristics of Soil Standard Effort.
- B. ASTM D 2487 - Classification of Soils for Engineering Purposes (USCS).
- C. ASTM D 2922 - Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
- D. ASTM D 3017 - Test Methods for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).

##### 1.04 SUBMITTALS

- A. Samples: Submit a 5-gallon bucket sample of each type of earth material to the Engineer and independent testing laboratory..
- B. Materials Source: Submit name and location for all imported materials. Provide materials from same source throughout the work. Change of source requires Engineer approval.

##### 1.05 TESTING

- A. Sampling and analysis of earth materials shall be the responsibility of the contractor. Testing shall be for the purposes of demonstrating a clean – contaminant free source, and of the proper compositional nature described herein for embankment construction.

- B. All imported material must be free of contamination. Laboratory testing may be required to be performed by the Contractor to document the source is contaminant free.
- C. All sampling and testing shall be performed by a licensed and independent testing agency and all test results submitted to the Engineer for approval. All cost of sampling and testing and any re-testing shall be borne by the contractor.
- D. Contractor shall submit test results to the Engineer for review and approval. Test results that pre-date the execution date of the construction contract may be rejected.

## PART 2 - PRODUCTS

### 2.01 COMMON BORROW

- A. Common borrow shall be classified as a soil under the Unified Soil Classification System (USCS) and shall not contain stones or cobbles larger than 4-inches. USCS shall be of the following: SP-SM, SP-SC, SC, CL and shall conform to the following:
  - 1. No more than 25% passing the No. 200 sieve
- B. Stones, broken rock boulders, and other unsatisfactory materials encountered during excavation or placement of soils shall be removed and disposed of off-site.
- C. Earth materials shall be free of trash or debris, organic or biodegradable materials, vegetation, or any unsuitable objectionable objects.

### 2.02 IMPORTED FILL

- A. The source of all imported materials shall be reviewed and approved by the Engineer prior to delivery to the site.
- B. Soils shall be from a native borrow source known to be free of contamination or Contractor shall document the source is free of contamination for approval by the Engineer.
- C. Soils shall be “Archeologically Sterile” (i.e. free of archeological artifacts and other cultural materials. Engineer reserves the right to perform an archeological site assessment of the source of the Imported Fill.
- D. Analytical testing required by the Engineer to demonstrate a borrow source is free of contamination shall be paid for by the Contractor.

- E. The number of samples required to demonstrate a borrow source is contaminant free shall be determined by the Engineer and be based on the source of material, variation in soil type and volume of soils to be used. A minimum of three samples will be required for any soil type at a given source area.
- F. It is the Contractor's responsibility to verify an Import Fill source complies with the materials specifications herein. Rejection of a proposed source shall not constitute grounds for a change order or change in bid price. The submittal of a bid constitutes the Contractor's full understanding of the project specifications and approval of materials on this project.

## 2.03 SOURCE QUALITY CONTROL

- A. Tests and analysis of soil material will be performed in accordance with ASTM D 698, ASTM D 2487, ASTM D 2922, and/or ASTM D 3017 as directed by Engineer.
- B. If tests indicate materials do not meet specified requirements, change material and retest.

## PART 3 - EXECUTION

### 3.01 STOCKPILING

- A. Stockpile materials on-site at locations away from water courses. Stockpiling is prohibited on the embankment and No Impact Zones.
- B. Stockpile in sufficient quantities to meet project schedule and requirements.
- C. Separate differing materials with dividers or stockpile apart to prevent mixing.
- D. Direct surface water away from stockpile site to prevent erosion or deterioration of materials.
- E. Stockpile operations shall be in conformance with state and local regulations for sediment transfer prevention and erosion control.
- F. Temporary erosion control measures shall be deployed around all stockpiles and down-gradient of the slope and embankment construction areas of the project site.

### 3.02 STOCKPILE CLEANUP

- A. Remove stockpile, leave area in a clean and neat condition. Grade site surface to prevent free standing surface water.

- B. Seed and mulch the areas of the project site that have been stripped of vegetative cover. Re-establish preconstruction grades and apply seed and mulch in accordance with Section 02050 – Erosion Control.

#### PART 4 - MEASUREMENT AND PAYMENT

The work prescribed in this section and in the design documents, will not be measured for payment. The cost for this work will be considered incidental to various payment items.

END OF SECTION

## SECTION 02480

### LANDSCAPE PLANTING

#### PART 1 - GENERAL

##### 1.01 SCOPE OF WORK:

A. Provide hydro-mulch seeding in the areas shown on the Drawings in a healthy, vigorous growing condition. All work indicated on the Drawings by notes shall be provided whether or not specifically mentioned in this Standard or the Specifications. Any items not specifically shown in the Drawings or specified, but normally required to conform with such intent, are considered part of the work.

B. The work of this Section includes but is not limited to the following:

1. Clearing and grubbing.
2. Top soil.
3. Pre-planting weed control.
4. Soil preparation.
5. Hydro-mulch seeding operations.
6. Fine grading.
7. Maintenance.

1.02 CODES AND STANDARDS: Perform work in accordance with all applicable laws, codes, and regulations required by authorities having jurisdiction over such work and provide for all inspections and permits required by Federal, State, and local authorities in furnishing, transporting, and installing material.

##### 1.03 SUBMITTALS:

A. Construction Schedule: Provide a written projected planting schedule noting the estimated completion date, number of working days required and any special coordination requirements.

1.04 JOB CONDITIONS:

- A. Acceptance of Previous Work: Inspect and accept the condition of the site relative to this Section before commencing with the work covered herein. If not acceptable, notify the Officer in Charge in writing. By proceeding with the work under this Section, the Contractor indicates his acceptance of all previous related work.
- B. Meet on Site: Prior to commencing work, meet with the Officer in Charge and all other concerned parties on the site to review the work under this Section. Request this meeting one week prior to desired meeting time.
- C. Protection of Existing Areas of Natural Vegetation:
  - 1. Be responsible for any damage resulting from landscape planting operations. Repair all damage to return the area to the previous condition at Contractor's expense.
- D. Clean Up: Keep all areas of work clean, neat and orderly at all times during the period of Contract. Clean all construction areas at the end of each day.
- E. Samples and Tests: Landscape Architect reserves the right to take and evaluate samples of materials for conformity to Specifications at any time. Furnish samples upon request by the Landscape Architect. Rejected materials shall be immediately removed from the site at Contractor's expense.
- F. Pre-Maintenance Inspection and Final Inspection:
  - 1. At the completion of all landscape planting operations and prior to the beginning of the formal maintenance period, the Pre-Maintenance Inspection shall be held. At the completion of the formal maintenance period, the Final Inspection shall be held.
  - 2. Request these inspections of the Officer in Charge five (5) working days prior to the completion of work in order that a mutually agreeable time for inspection may be arranged.
  - 3. The Office in Charge, Landscape Architect, Contractor, and General Contractor, or their representatives, shall be present at the inspections.
  - 4. At the time of inspection, the Contractor shall have all the areas under the contract free of weeds, dead leaves and trash, neatly cultivated and raked. All stakes and plant basins shall be in good order.

5. If, after the Pre-Maintenance Inspection, the Officer in Charge and the Landscape Architect is of the opinion that all work has been performed in accordance with the Drawings and Specifications, written notice of preliminary acceptance will be given. This report will note any items which must be corrected, and state the date of commencement and completion of the formal maintenance period.
6. If, after the Final Inspection, the Officer in Charge, Landscape Architect and the Owner are of the opinion that all work has been performed in accordance with the Drawings and Specifications, written notice of acceptance and completion of the Project will be given. If all or certain portions of the work are not acceptable under the terms and intent of the Drawings and Specifications, a reasonable amount will be retained and the final payment and the formal maintenance period for the unaccepted work and any related items shall be extended at no cost until the defects in the work have been corrected and the work is accepted by the Office in Charge.

## PART 2 - PRODUCTS

### 2.01 TOP SOIL:

- A. Natural, fertile, friable soil free from stones, noxious seeds, weeds (especially nut grass), roots, subsoil or other material detrimental to normal plant growth.
- B. Red Humic latasol clay soils or similar materials will not be accepted.
- C. Screened to pass through 1/4" screen.
- D. PH level between 6.5 to 7.0

### 2.02 ORGANIC SOIL CONDITIONER:

- A. Amendments as recommended by soil analysis, uniform in composition, free-flowing and suitable for application with approved equipment, delivered to the site in unopened containers, each fully labeled, conforming to the applicable fertilizer laws, and bearing the name or mark of the manufacturer
- B. Soil Conditioner Compost: Hawaiian Earth Products.
- C. Provide in quantities as per notes.

- 2.03 PRE-PLANTING HERBICIDE: Round-Up or equal.
- 2.04 PRE-EMERGENT WEED CONTROL: Ronstar-G, Treflan, Eptam, Vegitex, or equal.
- 2.05 HYDRO-MULCH SEEDING:

A. Seed: Seed shall be hulled bermuda (Cynodon Dactylon) except giant varieties and Annual Rye, certified, meeting the following requirements:

Pure Seed	95 percent minimum
Crop Seed	1 percent maximum
Weed	0.5 percent maximum
Inert Material	5 percent maximum
Germination	85 percent minimum

The seeds shall be applied at the rate as shown on plan/notes and within 12 months of the date of the certified germination test.

- B. Fertilizer: The Contractor shall be responsible to determine the proper fertilizer required in the hydro-mulch mix for the existing soil condition. He shall be responsible to decide the quantity and the analysis and ratio to insure sufficient nutrients for the sustained growth of the grass.
- C. Mulch: Mulch shall be specially processed fiber containing no growth or germination inhibiting factors. It shall be such that after addition and agitation in the hydraulic equipment with seed, fertilizer, water and other additives not detrimental to plant growth, the fibers will form a homogeneous slurry. When hydraulically sprayed on the soil, the fibers shall form a blotter-like ground cover which readily absorbs water and allows infiltration to the underlying soil. In every application, complete coverage of the soil shall be attained. Mulch shall be applied at a minimum rate of 1,500 pounds per acre.

2.06 WATER: Unless noted otherwise, potable water will need to be supplied by the Landscape Contractor.

2.07 MISCELLANEOUS MATERIALS:

- A. Wood Tree Stakes: 2x2x8 ft. Rough construction grade redwood or eucalyptus with no paint or stain.
- B. Hose and Wire Ties: 1/2" diameter hose with #12 ga. Galvanized iron wire.

### PART 3 - EXECUTION

#### 3.01 CLEARING:

- A. Clear all planting areas of existing vegetation not specified to remain and all other debris and foreign material considered a hindrance to planting operations and/or unsightly in appearance.
- B. Maintain previously established grades and swales.

#### 3.02 PRE-PLANTING WEED CONTROL:

- A. Apply pre-planting herbicide to all visible weeds, before and after soil placement.
- B. Protect all existing plants from damage.
- C. Avoid application near stream.

#### 3.03 TOP SOIL:

- A. Provide an even 12" layer of top soil over all planting areas. The bottom 6" layer of top soil shall be compacted using a 2500 pound vibratory roller, with a minimum of four (4) passes.

#### 3.04 SOIL PREPARATION:

- A. Uniformly distribute organic soil conditioner over all planting areas.

#### 3.05 HYDRO-MULCH SEEDING:

- A. The seeded mulch shall be applied within 2 days after completion of any slope or portions of slopes when the exposed face becomes 15 feet in height. The Contractor shall notify the Engineer not less than 24 hours in advance of any hydro-mulch seeding operation, and shall not begin work until areas prepared or designated for seeding have been approved. Approval shall include inspection of slopes to provide for the collection and disposal of surface and subsurface water to protect planting

areas against unnecessary erosion. Approval shall not relieve the Contractor of his responsibility to restore any damages to the slope until the planted areas are accepted. Following the Engineer's approval, hydro-mulch seeding of the approved sloped shall begin promptly.

- B. The hydro-mulch equipment shall be capable of mixing all the necessary ingredients to a uniform mixture and to apply the slurry to provide uniform coverage. Seed, fertilizer, and mulch mix shall be applied in one operation by approved hydraulic equipment. The equipment shall have a built-in agitation system with an operating capacity sufficient to keep the mix in uniform distribution until pumped from the tank. Distribution and discharge lines shall be large enough to prevent stoppage and shall be equipped with hydraulic discharge spray nozzles which provide a uniform distribution of the slurry.
- C. Areas inaccessible to hydro-mulching application shall be seeded, fertilized and mulched by approved hand methods.
- D. Water shall be applied immediately following mulching in such quantities as to moisten the soil and mulch. Watering shall be continued in such manner, quantity and frequency to insure proper germination and growth and shall be done in a way that will prevent erosion. Watering equipment shall be of a type that will not cause damage to the planted areas. Water systems that cause erosion or runoff and deemed unacceptable by the Engineer shall be corrected by the Contractor.
- E. Should the earthen berm erode or slit be transported, it shall be immediately removed. Areas eroded to a depth greater than 2 inches or greater than 3 inches in width shall be restored to the original grade.
- F. A planting period shall begin immediately after an area is seeded. During the planting period, the Contractor shall provide 95 percent coverage with 5 inch tall healthy grass within 90 days. Any area that does not show a thorough "catch" shall be re-seeded and fertilized and subsequent care and planting period shall be repeated until the area meets its satisfactory growth in accordance with these specifications.
- G. Plant establishment is required for all planted areas until final acceptance for a period of twelve (12) months from the accepted completion date of the planting period. During this plant establishment period, the grassed areas shall be watered, fertilized, weeded (unless otherwise indicated on the plans) and mowed with approved equipment whenever the average height of the grass becomes 3 inches. Days upon which no work is required, as determined by the Engineer, will be credited as one of the plant establishment days, regardless of whether or not the Contractor performs plant establishment work. Days when the Contractor fails to adequately perform

plant establishment work including but not limited to watering, fertilizing, weeding (unless otherwise indicated on the plans), mowing, replacing unsuitable grass, removal and disposal of trash and debris or insect and disease control and protection, determined to be necessary by the Engineer, will not be credited as plant establishment days.

- H. In addition to the fertilizer applied as part of the initial hydro-mulching application, fertilizer shall be applied to each planted area at least 3 times during the plant establishment period at intervals not closer than 2-1/2 months at a rate of not less than 300 pounds per acre per application.
- I. Acceptance of the planted areas will be based on providing 98 percent coverage of healthy, well established grass at the end of the plant establishment period. In no case shall any 100 square feet area have more than 2 square feet of bare spot. Grass shall be mowed prior to acceptance except in non-mowing areas, the grass shall be at least 5 inches tall.

### 3.06 FINE GRADING:

- A. Adjust finish grading with top soil as necessary. Grades shall be smooth and even on a uniform plane with no abrupt changes or pockets. Verify the surface drainage of all planting areas, and notify the Officer in Charge of any discrepancies, obstructions, or other conditions considered detrimental to proper execution of the work
- B. Immediately prior to planting operations, all planting areas shall be cleaned of weeds, debris, rocks over 1" in diameter, and clumps of earth that will no break up.

### 3.07 SOIL AND DRAINAGE CONDITIONS:

- A. Notify Officer in Charge in writing of all soil or drainage conditions encountered during planting operations which the Contractor considers detrimental to growth of plant material. Include a cost proposal for the correction of the problem for approval before proceeding with work.
- B. If drainage conditions of plant pits appear unsatisfactory, test drainage by filling with water. Conditions permitting the retention of water in planting pit for an excessive period of time shall be brought to the attention of the Landscape Architect.

### 3.08 PRE-EMERGENT WEED CONTROL: Immediately after planting, apply pre-emergent weed control materials to all planted areas which will not be seeded.

3.09 LANDSCAPE MAINTENANCE PERIOD:

- A. Landscape Maintenance, as specified below, shall coincide with the delivery of the first plant materials to the site.
- B. The formal Landscape Maintenance Period shall begin after the landscaping has been fully installed, and inspected and accepted by the Engineer. Care of plant materials during installation is not considered part of the formal maintenance period.
- C. Once the Landscape Maintenance Period has formally commenced, the landscaping maintenance shall continue for 12 months, until final inspection and acceptance by the Engineer.
- D. Maintain all plants and planted areas in optimum growing condition and appearance.
- E. Maintenance shall include, but is not limited to:
  - 1. Provide temporary irrigation to water planting areas as required to insure active growth, keeping areas moist but not saturated. Regulate irrigation as necessary to avoid erosion and gullyng.
  - 2. Keep planting areas free of weeds and undesirable grasses through periodic weeding if required. Remove the entire root system. Dispose of all weeds in appropriately.
  - 3. Inspect all plants, for disease or insect damage, monthly Treat affected material immediately.
  - 4. Remove damaged or diseased growth from trees and shrubs. Treat cuts larger than ½” diameter with specified tree paint.
  - 5. Immediately remove any dead or dying plants not in a vigorous thriving condition. Replacement shall be the same species and size as originally planted.
  - 6. Re-stake and reset to proper grades or upright position any plants that are not in their proper growing positions.
  - 7. As it becomes evident that certain groundcovers have not uniformly or properly established, replant the areas immediately with the same plants and quantity as specified for the initial planting and maintain as specified for 100% coverage of healthy, actively growing groundcovers for approval during the final inspection.

- F. The Landscape Maintenance Period will be adjourned after final inspection and acceptance by the Engineer. Deficient landscaping shall be corrected by the Contractor at no additional cost to the State.

#### PART 4 – MEASUREMENT AND PAYMENT

- A. Landscaping, including top soil, all hydro-mulch seeding and planting materials, equipment, and labor will not be measured for payment. The cost for this work will be considered incidental to various payment items.
- B. Landscape Maintenance Period shall be measured per month of maintenance performed. Payment will be made at the appropriate unit price.
- C. Restoration of staging areas will not be measured for payment. Payment will be made at the appropriate lump sum payment price.

END OF SECTION

## SECTION 02861

### EROSION MAT

#### PART 1 - GENERAL

This section covers specifications for temporary erosion mat.

#### PART 2 - PRODUCTS

##### 2.01 MATERIALS

- A. Temporary Erosion Mat: Temporary erosion mat shall be a natural fiber mat such as GeoCoir 700 or and approved equal or better product.

#### PART 3 - EXECUTION

##### 3.01 PREPARATION

- A. Clear and grub in accordance with Section 02110 - Clearing and Grubbing. All tree and surface vegetation within the erosion mat limits should be removed, unless otherwise noted. All stumps shall be removed or ground flush with the surrounding slope unless otherwise noted.
- B. Grade all surfaces to be matted to finished grade as shown in the contract documents.
- C. Level all slope surfaces within the erosion mat limits as shown in the contract documents. Surfaces should be smoothed to eliminate undulations. Provide intimate contact between the erosion mat and the ground. Gaps between the erosion mat and the soil should not be greater than 1/4 inch. Extra staples shall be installed to achieve the required contact, and shall be considered incidental to the erosion control matting.

##### 3.02 INSTALLATION

- A. Temporary erosion mat shall be installed where indicated by the plans. The mat shall have a continuous anchor trench along all sides, as shown by the design documents and as per the Manufacturer's installation instructions. The mat shall be secured with 12" metal staples as per the Manufacturer's installation instructions.

#### PART 4 - MESUREMENT AND PAYMENT

- A. The work prescribed in this section and in the design documents, will not be measured for payment. The cost for this work will be considered incidental to various payment items.

END OF SECTION