

DIVISION OF FORESTRY AND WILDLIFE

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

BOARD OF LAND AND NATURAL RESOURCES

Suzanne D. Case
Chairperson

CONTRACT SPECIFICATIONS AND PLANS

Job No. D01CO99A

REPAIRS TO THE PILLBOXES ON LANIKAI TRAIL
OAHU, HAWAII

Prime and Structural Engineer: KAI Hawaii, Inc.
Historic Architect: Fung Associates, Inc.

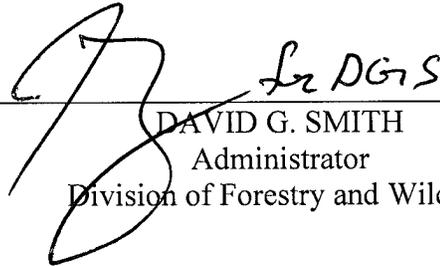
May 2016

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

CONTRACT SPECIFICATIONS AND PLANS

Job No. D01C099A
REPAIRS TO THE PILLBOXES
ON LANIKAI TRAIL
OAHU, HAWAII

Approved:



DAVID G. SMITH
Administrator
Division of Forestry and Wildlife

Approved:



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

May 2016

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. D01CO99A, Repairs to the Pillboxes on Lanikai Trail Oahu, 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.

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 Lanikai (Kaiwa Ridge) Trail, Kaelepulu Dr, Kailua, Oahu, Hawaii.

The work shall generally consist of the rehabilitation of the two pillbox structures along the Lanikai Pillboxes Trail. Work includes spall repairs, replacing the steel roof supports, installation of scuppers to one of the structures.

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

The estimated cost of construction is \$280,000.00.

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 more than \$250,000, the apprenticeship agreement preference pursuant to Hawaii Revised Statutes §103-55.6 (ACT 17, SLH 2009) shall 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 \$12.00 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.

PROPOSAL

FOR

DEPARTMENT OF LAND AND NATURAL RESOURCES
ENGINEERING DIVISION
State of Hawaii

Job No. D01CO99A
REPAIRS TO THE PILLBOXES ON LANIKAI TRAIL
OAHU, HAWAII

_____, 20__

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 for the rehabilitation of the two pillbox structures along the Lanikai Pilboxes Trail. Work includes concrete spall repairs, replacing the steel roof supports, installation of scuppers to one of the structures, 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. D01CO99A
REPAIRS TO THE PILLBOXES ON LANIKAI TRAIL
OAHU, HAWAII

on file in the office of the Engineering Division for the TOTAL SUM BASE BID (Items 1 to 11) of:

_____ Dollars (\$_____)

and will fully complete all work under this contract within 180 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		LS	Clearing And Grubbing; including the removal of vegetation, trees and debris from site.		\$ _____
2		LS	Project Sign; in place complete		\$ _____
3		LS	Installation, Maintenance, Monitoring And Removal of BMPs		\$ _____
4	108	SF	Spall Repair Type I; in place complete.	\$ _____	\$ _____
5	175	SF	Spall Repair Type II; in place complete.	\$ _____	\$ _____
6	86	SF	Spall Repair Type III; in place complete.	\$ _____	\$ _____
7	5	EA	New Roof Support; including the removal of existing support & installation of steel wide flange, in place complete.	\$ _____	\$ _____
8	578	SF	Seal Roof; in place complete.	\$ _____	\$ _____
9		LS	Scupper Installation; in place complete.		\$ _____
10		LS	Removal of Shutter Fastener; including the repair of wall, in place complete.		\$ _____
Subtotal Base Bid (Items 1-10)					\$ _____
11		LS	Mobilization and Demobilization (not to exceed 10% of the Subtotal Base Bid)		\$ _____
Total Sum Base Bid (Items 1-11)					\$ _____

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. Bidders offering a Hawaii product (“HP”) shall identify the HP in the table below.

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 no later than the deadline specified in the procurement notice and solicitation. The responsibility for certification and qualification shall rest upon the person requesting the preference. One form shall be completed and submitted for each product. Form SPO-38 is available at <http://hawaii.gov/spo/goods-services-construction/preferences-103d-pt-x/hi-products/hawaii-product-preferences>

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
1.	<i>[Product Description, Manufacturer Name]</i>	(I)				
2.						
3.						
4.						

RECYCLED PRODUCTS PREFERENCE

This project allows a 10% price preference for recycled products in accordance with HRS 103D-1005. Please indicate your 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 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 confirm 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 *Cerification 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.

CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS PROHIBITED

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

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 11) selected by the Board of Land and Natural Resources. Write the total of bid items 1 to 11 on page P-1.

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 (\$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 licenses: C-3, C-9, C-10, C-17, C-24, C-31a, C-32, C-35, C-37a, C-37b, C-38, C-43, C-49, C-56, C-57a, C-57b and C-61.

General Building “B” Contractors automatically have these “C” specialty contractor’s licenses: C-5, C-6, C-10, C-12, C-24, C-25, C-31a, C-32a, C-42a and C-42b.

In completing the Joint Contractors or Subcontractors List, describe the specialty contractor’s nature and scope of work to be performed for this project and provide the complete firm name of the joint contractor or subcontractor in the respective columns. If the Bidder is a general contractor providing the work of a required specialty contractor, whose license is not automatically held pursuant to HAR 16-77-32, fill in the Bidder’s (general contractor’s) name and nature and scope of work to be performed on this project.

List only one joint contractor or subcontractor per required specialty contractor’s classification, unless within the same specialty, the work of each joint contractor or subcontractor can be described so that there is no overlap in work descriptions.

If a contractor’s license is required by law for the performance of the work which is called for in this bid, the bidder and all subcontractors must have the required license before the submission of the bidder’s proposal in the case of a non-federal aid project, and for federal-aid projects, the bidder must have the required license prior to the award of the project and all subcontractors prior to the start of the subcontracted work.

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. _____

E-Mail Address _____

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 HlePRO solicitation for interpretation and must be received in the time frame set in the HlePRO 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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TECHNICAL SPECIFICATIONS

SECTION NO

DIVISION 13 – SPECIAL CONSTRUCTION
NOT INCLUDED

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 three (3) working days notice before starting any work.
- D. Disruption of Utility Services: All work related to the temporary disconnection of electrical system shall be pre-arranged with the Engineer so that any disruption of such services will be kept to a minimum. In the event temporary power hook-up is required, the Contractor shall provide the necessary services.
- E. Contractor's Operations
 - 1. The Contractor must employ, insofar as possible, such methods and means of carrying out the work so as not to cause any interruption or interference to the facility's operations. Where the Contractor's operations would result in interruptions which would hamper the operations of the facilities, the Contractor shall rearrange the schedule of work accordingly.
 - 2. The Contractor shall maintain safe passageway to and from the facility's occupied rooms and other occupied spaces for the user agency personnel and the public at all times.
- F. Parking Policy for Contractor

1. The Contractor and its employees will not be allowed to park in zones assigned to facility personnel.
 2. Areas to be used by the Contractor shall be as designated by the Engineer. Any lawn damaged by the Contractor shall be restored as instructed by the Engineer at no cost to the State.
- G. Toilet Accommodations: The Contractor may use the existing toilet facilities if so designated by the Engineer; however, it is the Contractor's responsibility to keep same clean and in a sanitary condition at all times. In addition, 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.
 3. All deposits in these receptacles shall be immediately covered with a chemical solution prescribed by the DOH. These receptacles, with their contents, shall be collected and removed for disposal at the close of each working day. The method of disposal must be satisfactory to the DOH to prevent contamination of any water supply, stream or other bodies of water.
 4. The receptacles shall be thoroughly cleaned with water and the required chemical solution and then returned to the required places for service.
- H. 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.
- I. 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.
- J. 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.
- K. 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.

L. 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.

M. 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.

N. 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.

O. 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.

P. Required Submittals

1. Required submittals as specified in the Technical Sections of these specifications include one or more of the following: Shop drawings; color samples; material samples; technical data; schedules of materials; schedules of operations; guarantees; operating and maintenance manuals; 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 01090

STANDARD REFERENCES

PART 1 - GENERAL

Wherever used in the project, the following abbreviations will have the meanings listed:

<u>Abbreviation</u>	<u>Company</u>
AA	Aluminum Association Incorporated 818 Connecticut Avenue, N.W. Washington, D.C. 20006
AASHTO	American Association of State Highway and Transportation Officials 444 North Capitol Street, N.W., Suite 225 Washington, D.C. 20001
ACI	American Concrete Institute P.O. Box 19150 Detroit, MI
AEIC	Association of Edison Illuminating Companies 51 East 42nd Street New York, NY 10017
AFBMA	Anti-Friction Bearing Manufacturer's Association 60 East 42nd Street New York, NY 10017
AGA	American Gas Association 8501 East Pleasant Valley Road Cleveland, OH 44131
AGMA	American Gear Manufacturer's Association 1330 Massachusetts Avenue, N.W. Washington, D.C.
AISC	American Institute of Steel Construction 101 Park Avenue New York, NY 10017

<u>Abbreviation</u>	<u>Company</u>
AISI	American Iron and Steel Institute 1000 16th Street, N.W. Washington, D.C. 20036
AITC	American Institute of Timber Construction 333 West Hampden Avenue Englewood, CO 80110
AMCA	Air Moving and Conditioning Association, Inc. 30 West University Drive Arlington Heights, IL 60004
ANSI	American National Standards Institute, Inc. 1430 Broadway New York, NY 10018
APA	American Plywood Association 1119 A Street Tacoma, WA 98401
API	American Petroleum Institute 1801 K Street N.W. Washington, DC 20006
ARI	Air-Conditioning and Refrigeration Institute 1814 North Fort Myer Drive Arlington, VA 22209
ASCE	American Society of Civil Engineers 345 East 47th Street New York, NY 10017
ASCII	American Standard Code for Information Interchange United States of America Standards Institute 1430 Broadway New York, NY 10018
ASE Code	American Standard Safety Code for Elevators, Dumbwaiter and Escalators American National Standards Institute 1430 Broadway New York, NY 10018
ASHRAE	American Society of Heating, Refrigeration and Air Conditioning

<u>Abbreviation</u>	<u>Company</u>
	Engineers United Engineering Center 345 East 47th Street New York, NY 10017
ASME	American Society of Mechanical Engineers 345 East 47th Street New York, NY 10017
ASTM	American Society for Testing and Materials 1916 Race Street Philadelphia, PA 19103
AWPA	American Wood Preservers Association 1625 Eye Street Washington, DC 20006
AWS	American Welding Society 2501 N.W. 7th Street Miami, FL 33125
AWWA	American Water Works Association 6666 West Quincy Avenue Denver, CO 80235
CBM	Certified Ballast Manufacturers 2120 Keith Building Cleveland, OH 44115
CMAA	Crane Manufacturers Association of America, Inc. (Formerly called: Overhead Electrical Crane Institute - OECI) 1326 Freeport Road Pittsburgh, PA 15238
CRSI	Concrete Reinforcing Steel Institute 180 North La Salle Street Chicago, IL 60601
CSA	Canadian Standards Association 178 Rexdale Boulevard Rexdale, Ontario, M9W 1R3, Canada
DEMA	Diesel Engine Manufacturer's Association 122 East 42nd Street

<u>Abbreviation</u>	<u>Company</u>
	New York, NY 10017
DIS	Division of Industrial Safety California Department of Industrial Relations 2422 Arden Way Sacramento, CA 95825
EEI	Edison Electric Institute 90 Park Avenue New York, NY 10016
EIA	Electronic Industries Association 2001 Eye Street N.W. Washington, DC 20006
EJMA	Expansion Joint Manufacturer's Association 331 Madison Avenue New York, NY 10017
ESO	Electrical Safety Orders, California Administrative Code, Title 8, Chap. 4, Subarticle 5 Office of Procurement, Publications Section P.O. Box 20191 8141 Elder Creek Road Sacramento, CA 95820
FEDSPEC	Federal Specifications General Services Administration Specification and Consumer Information Distribution Branch Washington Navy Yard, Bldg. 197 Washington, DC 20407
FEDSTDS	Federal Standards (see FEDSPECS)
FM	Factory Mutual Research 1151 Boston-Providence Turnpike Norwood, MA 02062
HEI	Heat Exchange Institute 122 East 42nd Street New York, NY 10017

<u>Abbreviation</u>	<u>Company</u>
HI	Hydraulic Institute 1230 Keith Building Cleveland, OH 44115
IAPMO	International Association of Plumbing and Mechanical Officials 5032 Alhambra Avenue Los Angeles, CA 90032
ICBO	International Conference of Building Officials 5360 South Workman Mill Road Whittier, CA 90601
ICEA	Insulated Cable Engineers Association P.O. Box P South Yarmouth, MA 02664
IEEE	Institute of Electrical and Electronics Engineers, Inc. 345 East 47th Street New York, NY 10017
IES	Illuminating Engineering Society C/O United Engineering Center 345 East 47th Street New York, NY 10017
ISA	Instrument Society of America 400 Stanwix Street Pittsburgh, PA 15222
JIC	Joint Industrial Council 7901 Westpark Drive McLean, VA 22101
MILSPEC	Military Specifications Naval Publications and Forms Center 5801 Tabor Avenue Philadelphia, PA 19120
MSS	Manufacturers Standardization Society of the Valve and Fittings Industry, Inc. 127 Park Street, N.E. Vienna, VA 22180

<u>Abbreviation</u>	<u>Company</u>
NAAMM	National Association of Architectural Metal Manufacturers 100 South Marion Street Oak Park, IL 60302
NACE	National Association of Corrosion Engineers P.O. Box 986 Katy, TX 77450
NEC	National Electric Code National Fire Protection Association 470 Atlantic Avenue Boston, MA 02210
NEMA	National Electrical Manufacturer's Association 155 East 44th Street New York, NY 10017
NESC	National Electric Safety Code American National Standards Institute 1430 Broadway New York, NY 10018
NFPA	National Forest Products Association (Formerly called: National Lumber Manufacturer's Association) 1619 Massachusetts Avenue, N.W. Washington, DC 20036
OSHA	Occupational Safety and Health Act U.S. Department of Labor San Francisco Regional Office 450 Golden Gate Avenue, Box 36017 San Francisco, CA 94102
PPIC	The Plumbing & Piping Industry Council, Inc. Suite 402 510 Shatto Place Los Angeles, CA 90020
SAE	Society of Automotive Engineers 2 Pennsylvania Street New York, NY 10001
SAMA	Scientific Apparatus Makers Association One Thomas Circle

<u>Abbreviation</u>	<u>Company</u>
	Washington, DC 20005
SBCC	Southern Building Code Congress 1116 Brown-Marx Building Birmingham, AL 35203
SMACNA	Sheet Metal and Air Conditioning Contractors National Association, Inc. 8224 Old Courthouse Road Tysons Corner Vienna, VA 22180
SSPWC	Standard Specifications for Public Works Construction Building News, Inc. 3055 Overland Avenue Los Angeles, CA 90034
TEMA	Tubular Exchanger Manufacturer's Association 331 Madison Avenue New York, NY 10017
UBC	Uniform Building Code Published by ICBO
UL	Underwriters Laboratories Inc. 207 East Ohio Street Chicago, IL 60611
UMC	Uniform Mechanical Code Published by ICBO
UPC	Uniform Plumbing Code Published by IAPMO

Abbreviation

Company

USBR

Bureau of Reclamation
U.S. Department of Interior
Engineering and Research Center
Denver Federal Center, Building 67
Denver, CO 80225

WWPA

Western Wood Products Association
(Formerly called: West Coast Lumberman's Association - WCLA)
Yeon Building
Portland, CA 97204

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

- END OF SECTION -

SECTION 01100

ARCHAEOLOGICAL PROTECTION

PART 1 - GENERAL

- 1.1 This section covers the requirements for the protection and preservation of historical sites and values.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

- 3.1 **CONSTRUCTION METHOD:** Representatives of the State will from time to time examine the area as work proceeds. If historical values are noted, the State may order a halt to the work in the vicinity of the historical values until the State can examine further. The Contractor shall notify the State if he finds anything he suspects to be of historic significance and shall discontinue further work in the vicinity of the find until the State can examine the area. In either case, further work in the vicinity of such historical or suspected historical values may proceed only upon approval by the State. Such approval can be normally expected within one week and shall in no case require more than one month.

END OF SECTION

SECTION 01300

SUBMITTALS

PART 1 - GENERAL

1.1 SUBMITTALS

A. Shop drawings shall be required for:

1. Division 2 – Regulatory and Warning Signs
2. Division 3 – Reinforcing Steel.
3. Division 5 – Metal Fabrication.
4. Any others as called for in the plans, specifications or by the Engineer.

B. Other required submittals shall include:

1. Concrete Mix Design.
2. Manufacturer's Data.
3. Certificates of Warranty.
4. 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, equipment, and shop drawings listed in the contract documents, including dimensioned plumbing shop drawings, shall be required and shall be reviewed by the Engineer, prior to any ordering of materials and equipment.
- E. Unless otherwise noted, the Contractor shall submit to the Engineer for his review eight copies of all shop drawings, piping layout, and/or catalog cuts for fabricated items and manufactured items (including mechanical and electrical equipment) required for the construction. Drawings shall be submitted in sufficient time to allow the Engineer not less than twenty regular working days for examining the drawings.
- F. The drawing shall be accurate, distinct, and complete and shall contain all required information, including satisfactory identification of items, units and assemblies in relation to the contract drawings and specifications.
- G. Unless otherwise approved by the Engineer, shop drawings shall be submitted only by the Contractor, who shall indicate by a signed stamp on the drawings or other approved means that the Contractor has checked the shop drawings and that the work or equipment shown is in accordance with contract requirements and has been checked for dimensions and relationship with work of all other trades involved. All deviations from the plans and specifications shall be listed. The practice of submitting incomplete or unchecked shop drawings for the Engineer to correct or finish will not be acceptable, and shop drawings which, in the opinion of the Engineer, clearly indicate that they have not been checked by the Contractor will be considered as not complying with the intent of the contract documents and will be returned to the Contractor for resubmission in the proper form.

- H. When the shop drawings have been reviewed by the Engineer, two sets of submittals will be returned to the Contractor appropriately stamped. If major changes or corrections are necessary, the drawing may be rejected and one set will be returned to the Contractor with such changes or corrections indicated, and the Contractor shall correct and resubmit eight copies of the drawings, unless otherwise directed by the Engineer. No changes shall be made by the Contractor to the resubmitted shop drawings other than those changes indicated by the Engineer. The resubmittal shall be so indicated on the shop drawing.
- I. The review of such drawings and catalog cuts 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.
- J. The approval of the above drawings, lists, prints, specifications, 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

1.1 GENERAL REQUIREMENTS

- A. Description: This section covers the requirements for mobilization and demobilization.

1.2 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.

1.3 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

3.1 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.

END OF SECTION

SECTION 01567

ENVIRONMENTAL PERMITS AND POLLUTION CONTROL

PART 1 - GENERAL

1.1 GENERAL

This section covers the requirements of environmental permits and pollution control During construction activities. The Contractor shall be responsible for conformance to Title 11, Chapter 60 of the Public Health Regulations, Department of Health, State of Hawaii.

- A. With the exception of those measures set forth elsewhere in these specifications, environmental protection shall consist of the prevention of environmental pollution as the result of construction operations under this contract. For the purpose of this specification, environmental pollution is defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare, unfavorably alter ecological balances of importance to human life, affect other species of importance to man, or degrade the utilization of the environment for aesthetic and recreational purposes.
- B. The work under this section shall include the following:
 - 1. Make sure that all permits listed in these specifications are obtained and valid for the construction period.
 - 2. Provide all facilities, equipment and structural controls for minimizing adverse impacts upon the environment during the construction period.

1.2 GENERAL REQUIREMENTS

- A. Applicable Regulations: In order to provide for abatement and control of environmental pollution arising from the construction activities of the Contractor and his subcontractors in the performance of this contract, the work performed shall comply with the intent of the applicable Federal, State, and local laws and regulations concerning environmental pollution control and abatement, including, but not limited to the following regulations:
 - 1. State of Hawaii, Department of Health, Administrative Rules, Chapter 55, WATER POLLUTION CONTROL: Chapter 54, WATER QUALITY STANDARDS.
 - 2. State of Hawaii, Department of Health, Administrative Rules, Chapter 59, AMBIENT AIR QUALITY: Chapter 60, AIR POLLUTION CONTROL LAW.
 - 3. State of Hawaii, Department of Health, Administrative Rules, Chapter 44A, VEHICULAR NOISE CONTROL.
 - 4. State of Hawaii, Occupational Safety and Health Standards, Title 12, Department of Labor and Industrial Relations, Subtitle 8, Division of Occupational Safety and

Health, Subparagraph 12-202-13, ASBESTOS DUST: Environmental Protection Agency, Code of Federal Regulations Title 40, Part 61 Subpart A, NATIONAL EMISSION STANDARDS FOR AIR POLLUTANTS AND Subpart B, NATIONAL EMISSION STANDARDS FOR ASBESTOS; and U.S. Department of Labor Occupational Safety and Health Administration (OSHA) Asbestos Regulations, Code of Federal Regulations Title 29, part 1910.

1.3 GUIDELINES AND CRITERIA

A. Solid waste and Disposal

1. Construction waste, such as crates, boxes, building materials, pipes, and other rubbish shall be reduced to a size approved by the County of Kauai. Large size objects shall be reduced to a size acceptable by the County Specifications for disposal in their landfills. Other areas or methods proposed by the Contractor will be approved only if the Engineer determines that their effect on the environment is equal to or less than those described herein.
2. Removal of waste shall be a continuous on-going operation. Wastes and debris shall not be allowed to accumulate in large open piles.
3. Wind-blown wastes and debris and wastes left by workers shall be collected by the Contractor and disposed of as described above. No rubbish shall be deposited in the trench excavation for this project.
4. Conduct the fueling and lubricating of equipment and motor vehicles to protect against spills and evaporation. Dispose of lubricants to be discarded and all excess oil in accordance with State and local regulations.
5. Dispose of electrolyte solution from lead-acid batteries in accordance with hazardous regulations. Do not dump electrolyte onto the ground or into storm drains or sanitary sewers. Transport the electrolyte to a State approved hazardous waste disposal site. The method of transportation and equipment shall comply with applicable Federal and State regulations.
6. No burning of debris and/or waste materials shall be permitted on the project site.
7. No burying of debris and/or waste material except for materials which are specifically indicated elsewhere in these specifications as suitable for backfill shall be permitted on the project site.
8. All unusable debris and waste material shall be hauled away to an appropriate off-site dump area. During loading operations, debris and waste materials shall be watered down to allay dust.
9. No dry sweeping shall be permitted in cleaning rubbish and fines which can become airborne from floors or other paved areas. Vacuuming, wet mopping or wet or damp sweeping is permissible.

10. Clean-up shall include the collection of all waste paper and wrapping materials, cans, bottles, construction waste materials and other objectionable materials, and removal as required. Frequency of clean-up shall coincide with rubbish producing events.
- B. Dust Control: Dust, which could damage crops, orchards, cultivated fields and dwellings, or cause nuisance to persons, shall be abated and control measures shall be performed. The Contractor shall be held liable for any damage resulting from dust originating from his operations.
1. The Contractor, for the duration of the contract, shall maintain all excavations, embankments, haul roads, permanent access roads, plant sites, waste disposal areas, borrow areas, and all other work areas within or without the project limits free from dust which would cause a hazard to the work, or the operations of other contractors, or to persons or property. Industry accepted methods of stabilization suitable for the area involved, such as sprinkling or similar methods, will be permitted. Chemicals or oil treating shall not be used.
 2. The Contractor shall prevent dust from becoming airborne at all times including non-working hours, weekends and holidays in conformance with the State Department of Health, Administrative Rules, Title 11, Chapter 60 – Air Pollution Control.
 3. The method of dust control and costs shall be the responsibility of the Contractor. Methods of dust control shall include the use of water, chemicals or asphalt over surfaces which may create airborne dust.
 4. The Contractor shall be responsible for all damage claims in accordance with Section 7.16 – “Responsibility for Damage Claims” of the GENERAL CONDITIONS.
- C. Air Pollution Control
1. Emission: The Contractor shall not be allowed to operate equipment and vehicles that show excessive emissions of exhaust gases until corrective repairs or adjustments are made to the satisfaction of the Engineer.
- D. Waste Waters: Construction operations shall be conducted so as to prevent discharge or accidental spillage of pollutants, solid waste, debris, and other objectionable wastes in surface waters and underground water sources.
- E. Noise Control
1. Noise shall be kept within acceptable levels at all times in conformance with Title II, Admission Rules, Chapter 43, Community Noise control for Oahu, State Department of Health, Public Health Regulations. The Contractor shall obtain and pay for community noise permit from the State Department of Health when the construction equipment or other devices emit noise at levels exceeding the allowable limits.

2. Construction equipment shall be equipped with suitable mufflers to maintain noise within levels complying with applicable regulations.
3. Construction operations shall be confined to the period between 7:00 a.m. and 3:30 p.m., Monday through Friday. Construction will not be permitted on weekends and legal State and Federal holidays. In the event the Contractor's operations require the State's inspectional and engineering personnel to work overtime, the Contractor shall reimburse the State for the cost of such service.
4. Starting up of construction equipment meeting allowable noise limits shall not be done prior to 7:00 a.m. without prior approval of the Engineer. Equipment exceeding allowable noise limits shall not be started up prior to 7:30 a.m.
5. All internal combustion engine-powered equipment shall have mufflers to minimize noise and shall be properly maintained to reduce noise to acceptable levels.
6. Noise and vibration levels shall be monitored by the Contractor at stations approved by the Engineer.

F. Erosion Control

1. The contractor shall incorporate all erosion control measures in the Best Management Practice Plan for this project. The Plans may be modified as necessary to adjust to conditions that develop during construction. Any significant changes to the Best Management Practice Plan must be submitted to the Department of Health for approval.
2. Except for specified measures which are shown in the Plans, the Contractor shall determine the appropriate erosion control measures to use. Such work may involve the construction of temporary berms, dikes, dams, sediment basins, and silt fences and the use of temporary mulches, mats, and gravel blankets, or the construction and use of other control devices or methods as necessary to control erosion.
3. Drainage outlets shall be maintained to minimize erosion and pollution of the waterways during construction. Surface runoff waterways during construction. Surface runoff shall be controlled in order to minimize silt and other contaminants entering the water. Should excessive siltation or turbidity result from the Contractor's method of operation, the Contractor shall install silt curtains or other silt contaminant devices as required to correct the problem. Such corrective measures shall be at no additional cost to the State.
4. The work areas and haul roads, including roadways leading to the project site, shall be continuously watered to prevent the generation of dust and shall be cleaned daily to remove all mud and droppings from construction vehicles. Mud shall be removed from the tires of all vehicles before leaving the construction site.
5. Wherever trucks and/or vehicles leave the site and enter surrounding paved streets, the Contractor shall prevent any material from being carried onto the pavement.

Waste water shall not be discharged into existing streams, waterways, or drainage systems such as gutters and catch basin unless treated to comply with the State Department of Health water pollution regulations.

6. Trucks hauling debris shall be covered as required by PUC Regulation. Trucks hauling fine materials shall be covered.
7. Except in an emergency, such as a mechanical breakdown, all vehicle fueling and maintenance shall be done in a designated area. A temporary berm shall be constructed around the area when runoff can cause a problem.
8. During interim grading operations, the grade shall be maintained so as to preclude any damage to adjoining property from water and eroding soil.
9. Temporary berms, cut-off ditches and other provisions which may be required because of the Contractor's method of operations shall be installed at no cost to the State.
10. Drainage outlets and silting basins shall be constructed and maintained as directed by the Engineer to minimize erosion and pollution of waterways during construction.
11. No dumping of waste concrete will be permitted at the job-site.
12. Except for rinsing of the hopper and delivery chute, and for wheel washing where required, concrete trucks shall not be cleaned on the job-site.
13. When spray painting is allowed such spray painting shall be done by the "airless spray" process. Other types of spray painting will not be allowed.

G. Suspension of Work

1. Violations of any of the above requirements or any other pollution control requirements which may be specified in the Technical Specifications herein shall be cause for suspension of the work creating such violation. No additional compensation shall be due the Contractor for remedial measures to correct the offense. Also, no extension of time will be granted for delays caused by such suspensions.
2. If no corrective action is taken by the Contractor within 72 hours after a suspension is ordered by the Engineer, the State reserves the right to take whatever action is necessary to correct the situation and to deduct all costs incurred by the State in taking such action from monies due the Contractor.
3. The Engineer may also suspend any operations which he feels are creating pollution problems although they may not be in violation of the above-mentioned requirements. In this instance, the work shall be done by force account as described in Subsection 4.2b -"Additional Work" of the INTERIM GENERAL CONDITIONS and paid for in accordance with Subsection 8.4B - "Force - Account Work" therein. The count of elapsed working days to be charged against the contract in this

situation shall be computed in accordance with Subsection 7.18 - "Contract Time" of the INTERIM GENERAL CONDITIONS.

1.4 ENVIRONMENTAL PROTECTION REQUIREMENTS

- A. Provide and maintain, during the life of the contract, environmental protection as defined. Plan for and provide environmental protective measures to control pollution that develops during normal construction practice. Plan for and provide environmental protective measures required to correct conditions that develop during the construction of permanent or temporary environmental features associated with the project. Comply with Federal, State, and local regulations pertaining to the environment, including but not limited to water, air, and noise pollution. The Contractor's attention is brought to the fact that this project requires submission of and conformance to both Best Management Practices (BMP) plan utilizing Army Corps of Engineers nationwide permits and Hawaii Administrative Rules (HAR), Title II, Department of Health, Chapter 54, Water Quality Standards.
- B. In-Water and Over-Water Best Management Practice Plan
1. All work pertaining to work in and around the water, including divers, silt curtains, water monitoring, and other waterfront activities shall conform to the Best Management Practice Plan.
 2. During the performance of the work, the Contractor shall institute and enforce procedures to prevent spills and floating debris from fouling the waters. If such procedures fail, the Contractor shall promptly cleanup all spills and floating debris at no cost to the State. The Contractor shall evaluate failed procedures and take corrective measures to fix any deficiencies immediately. For all spills into harbor waters occurring after normal duty hours, notify the Engineer. The Contractor shall notify the National Response Center (800-424-8802), as required by 40 CFR 302.6, if the quantity of the released substance exceeds the reportable quantities. The Contractor shall also be responsible for notifying the State Emergency Response Commission (586-4249) and the Local Emergency Planning Committee (533-4121) if the release has the potential of migrating off-site and affect adjacent communities as required by the Emergency Planning and Community Right-to-Know Act (EPCRA) Section 304.
 3. Silt Containment: Provide full water depth double silt containment devices to fully enclose areas during the removal of debris in the water. The double silt containment devices shall be in-place and approved by the Engineer before conducting any of this type of work, and such facilities shall remain in place until removal is authorized by the Engineer. If such procedures fail, promptly notify Engineer and clean-up all spills and debris. Immediately evaluate failed procedures and take corrective measures to fix all deficiencies. If visible plume is observed outside of the double silt containment devices, promptly stop the activity causing the problem and evaluate the cause of the plume. Take corrective measures to fix all deficiencies.

4. The Contractor shall provide a temporary platform or other suitable positive means of capturing debris from demolition operations. These facilities shall be in place and approved by the Engineer before starting demolition. No debris shall be allowed to enter the water. These facilities shall remain in place until their removal is authorized by the Engineer.

C. Best Management Practice Plan (BMPP) Additional Requirement

The Contractor shall prepare and submit a Best Management Practice Plan (BMPP) utilizing Army Corps of Engineers nationwide permits and Hawaii Administrative Rules (HAR), Title II, Department of Health, Chapter 54, Water Quality Standards.

The Best Management Practice Plan (BMPP) shall also include and address the following requirements and provisions below:

1. Appropriate structural shoring supports shall be installed to minimize and catch the fall of over water debris. These devices must be in place before any over water work occurs and must remain in place following construction until construction-related fall within contained areas have been completed.
2. Materials removed from near shore waters shall not be re-deposited in any waters of the U.S. Excess materials from the removal activities shall not be side cast into adjacent ocean waters.
3. In the event that floating hydrocarbon (oil, gas) products are observed outside of the silt containment devices and structures, the Contractor designated individual will be responsible for directing that over water work be halted so that appropriate corrective measures are taken in accordance with the BMPP. The Honolulu District Regulatory Branch shall be notified as soon as practicable and the activity causing this condition will be modified by containment. The responsible individual will document the event and the measures taken to correct the spill, and will report the incident (with photographs) to the Regulatory Branch as soon as practicable. Work may continue only after the spill is no longer visible.
4. The Contractor shall ensure that an Oil Spill Response plan is in place which shall detail procedures for managing the accidental release of petroleum products to the aquatic environment during construction in accordance with the site-specific project BMPP. No contamination of the marine environment shall result from the Contractor's activities. Particular care in accordance with the site-specific BMPP must be taken to ensure that no petroleum products, trash, or other debris enter near shore and open ocean waters. When such material is found within the project area, the Contractor shall collect and dispose this material at an approved upland disposal site.
5. No construction materials or equipment may be stockpiled in the aquatic

environment.

6. The Contractor shall ensure and implement a protocol and construction operations measure for the avoidance, removal, and protection of green sea turtles in active, mechanized construction areas in accordance with the site-specific BMPP. This measure shall include records of observations of green sea turtles and marine mammals observed in the project area for the duration of in-water activities.
 7. The Contractor shall ensure the minimization of construction/excavation-related odors and fugitive dust abatement measures in accordance with the site-specific project BMPP.
 8. Blasting is not permitted for this project.
- D. Dust Control: Take into consideration the requirements of Hawaii Administrative Rules, Title 11, Chapter 60.1 (HAR 11-60.1) to prevent the release of dust from construction operations, including but not limited to sandblasting. Submit a plan for containment measures (plastic or canvas screens, vacuum attachments, etc.) of dust emission for approval by the Engineer.
- E. Storm Water Pollution Control: Implement applicable Best Management Practices to prevent contamination of storm water from all areas affected by construction. Best Management Practices include, but are not limited to the following:
1. Performing regular cleaning to keep areas exposed to storm water clean and free of rubbish, construction debris, spills, etc.
 2. Storing material under shelter or covering material to avoid contact with storm water.
 3. Enclosing outdoor sanding and painting operations to contain and collect waste.
 4. Frequently vacuuming/cleaning waste from sanding and painting operations.
 5. Providing a berm or dike around critical areas. Berm shall be lined with 30 mils thick (minimum) polyethylene sheeting and covered with 10 mils thick of polyethylene sheeting. The polyethylene sheeting shall be secured and maintained. Provide run-on and runoff controls to prevent leachate discharge to the surrounding area and maintain the polyethylene sheeting until the contaminated material is disposed of at a permitted facility. Load and haul contaminated materials in canvas covered trucks.
 6. Controlling spills, etc.

END OF SECTION

SECTION 01581

PROJECT SIGN

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

Furnish all labor, materials and equipment necessary to construct and install all project sign as specified hereinafter.

1.2 SUBMITTAL

The contractor shall provide the Engineer with six (6) shop drawings of the project sign for review and approval by the Engineer prior to ordering the sign.

1.3 LETTER STYLE

Copy is centered and set in Adobe Type Futura Heavy. If this specific type is not available, Futura Demi Bold may be substituted. Copy should be set and spaced by a professional typesetter and enlarged photographically for photo stencil screen process.

1.4 ART WORK

Constant elements of the sign layout - frame, outline, stripe, and official state information - may be duplicated following drawing measurements, or be reproduced and enlarged photographically using a layout template if provided. The "STATE OF HAWAII" masthead should be reproduced and enlarged as specified, using the artwork provided.

1.5 TITLES

The specific major work of the project under construction is emphasized by using 3-3/4" type, all capitals. Secondary information such as location or buildings uses 2-1/4" type, all capitals. Other related information of lesser importance uses letter heights as indicated on 01581-3, upper / lower case letters.

Design should follow the example on page 01581-3.

PART 2 - PRODUCTS

2.1 MATERIALS

A. LUMBER

1. Panel is 3/4" exterior grade high density overlaid plywood, with resin-bonded surfaces on both sides.
2. 4"x4" sign posts shall be Douglas Fir No. 1 or better.

B. PAINTS & INKS

Screen print inks are matte finish. Paints are satin finish, exterior grade. References to Ameritone Color Key Paint are for color match only.

COLOR:	1.	1BL10A	Bohemian Blue
	2.	2H16P	Softly (White)
	3.	2VR2A	Hot Tango (Red)
	4.	1M52E	Tokay (Gray)

C. CONCRETE

Concrete shall be class B with a 2,500 psi 28-day compressive strength.

PART 3 - EXECUTION

3.1 GENERAL

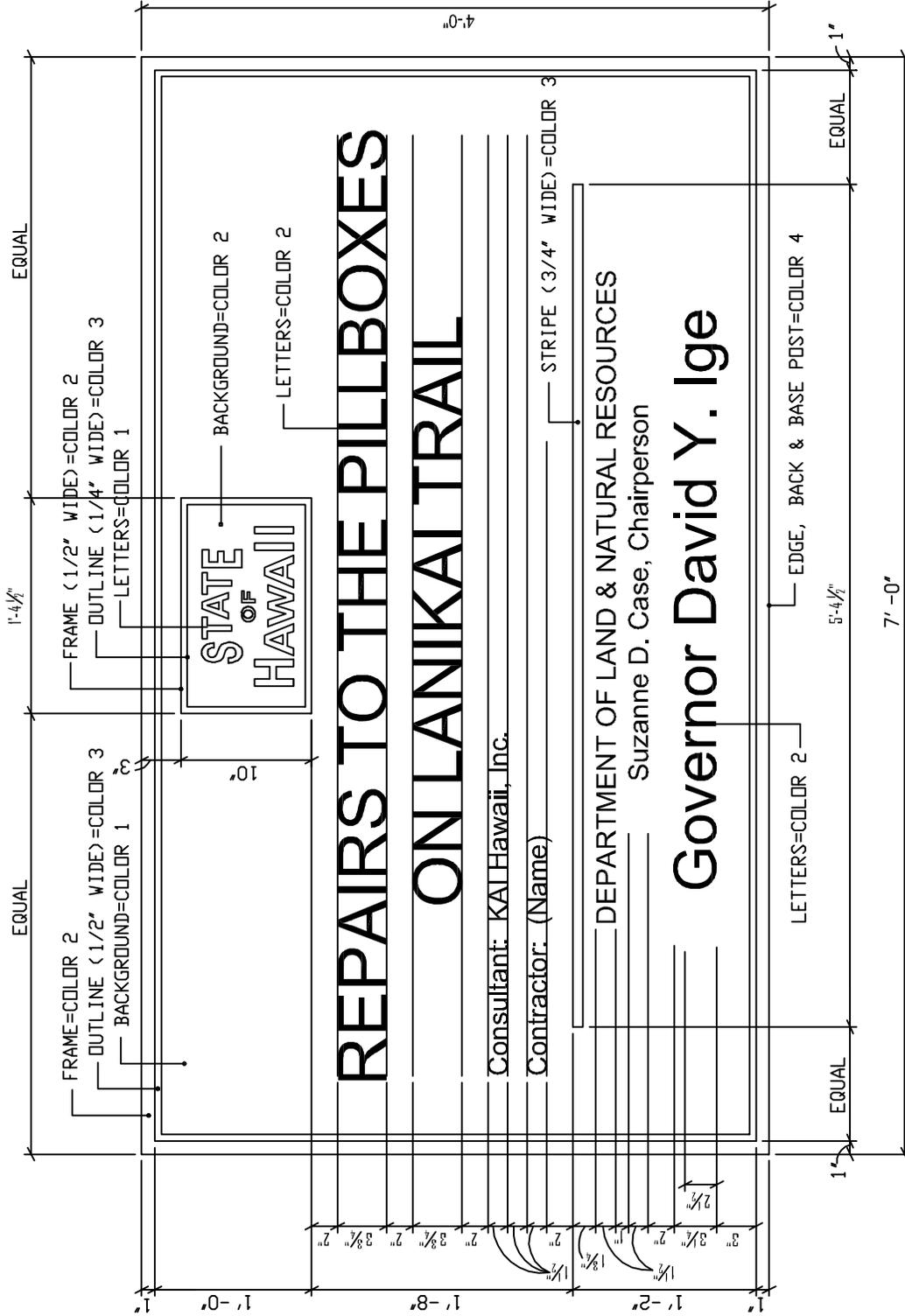
- A. The Project Sign shall be constructed with new materials as specified above.
- B. The Project sign shall be installed at the location indicated on the drawings or as designated by the Engineer.

3.2 MEASUREMENTS AND PAYMENT

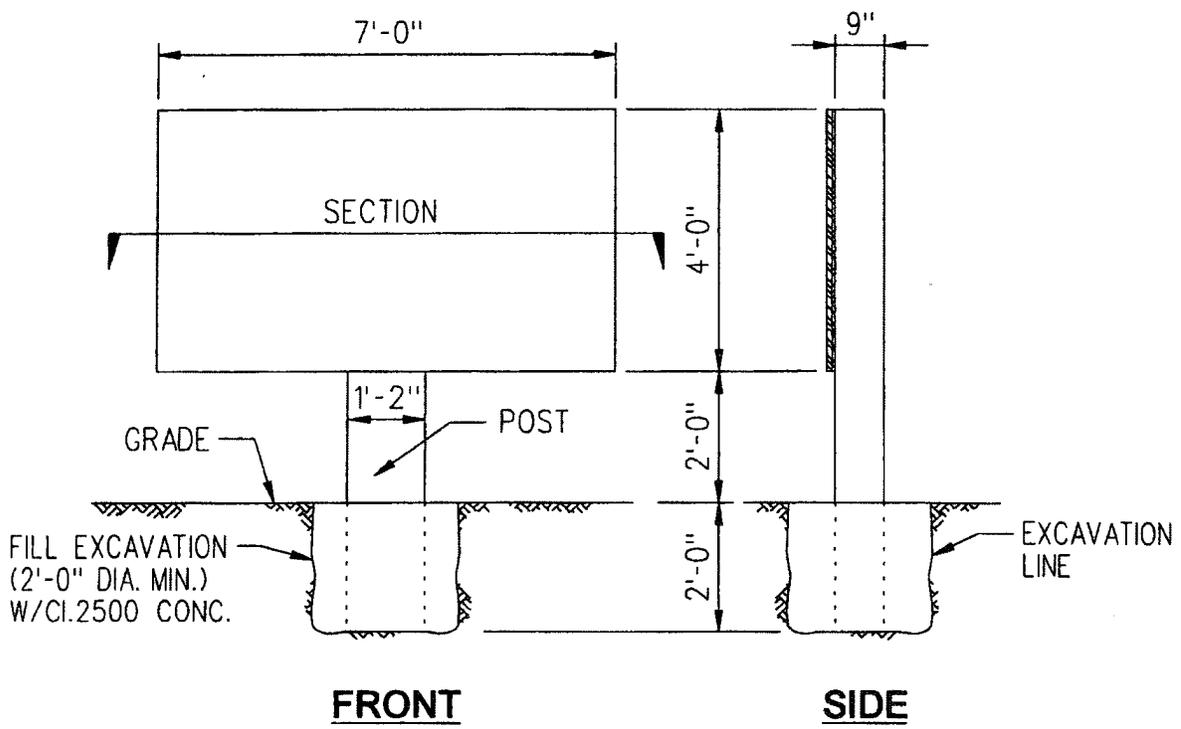
The construction of the project sign, including all equipment, labor and material necessary to furnish and install the project sign will be paid for under the "Project Sign" proposal item.

END OF SECTION

Project Sign
01581-2

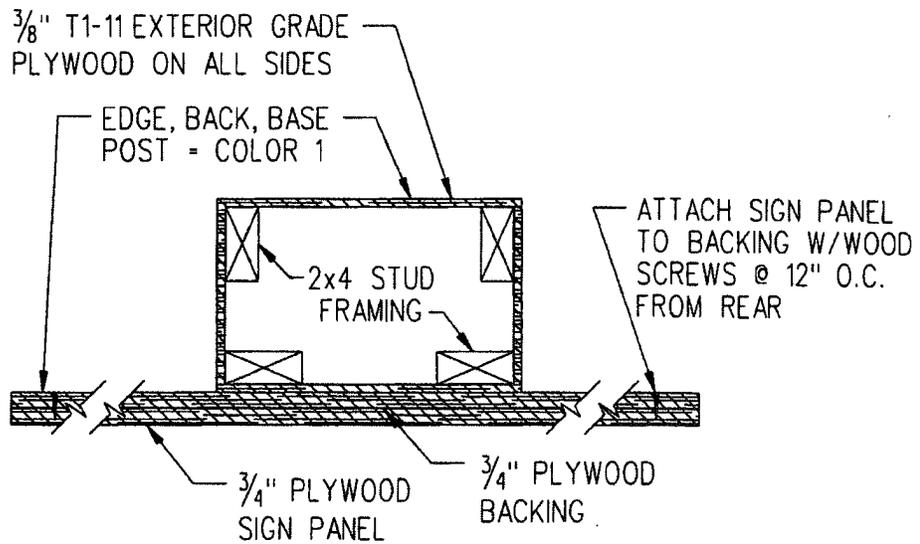


NOTE: Number of signs required 1



ELEVATIONS

NOT TO SCALE



SECTION

NOT TO SCALE

Project Sign
01581-4

SECTION 02050

DEMOLITION

PART 1 - GENERAL

- 1.1 **GENERAL REQUIREMENTS:** The work includes demolition and removal as indicated in the plans or specified herein. All materials resulting from demolition work, except as indicated or specified otherwise, shall become the property of the Contractor and shall be removed from the limits of Government property. Remove rubbish and debris from the job site daily, unless otherwise directed. Store materials which cannot be removed daily in areas specified by the Engineer. The Contractor shall pay for all necessary permits and certificates that may be required in connection with this work.
- 1.2 **SUBMITTALS:** Submit proposed demolition and removal procedures to the Engineer for approval before work is started. Procedures shall provide for coordination with other work in progress and a detailed description of methods and equipment to be used for each operation, and sequence of operations.
- 1.3 **DUST CONTROL:** Take appropriate action to check the spread of dust to the surrounding area and to avoid the creation of a nuisance in the surrounding area. Do not use water if it results in hazardous or objectionable conditions, such as flooding or pollution. Comply with all dust regulations imposed by local air pollution agencies.
- 1.4 **PROTECTION**
- A. **Existing Improvements:** Protect existing improvements that are to remain in place, that are to be reused, or that is to remain the property of the Engineer by temporary covers, shoring, bracing, and supports. Repair items damaged during performance of the work or replace with new to the satisfaction of the Engineer. Do not overload structural elements. Provide new supports or reinforcement for existing construction weakened by demolition, removal, and relocation work. Construction equipment and vehicles shall neither be permitted on, nor shall be stored on the existing work that is to remain in place.
 - B. **Trees:** Protect trees within the project site which might be damaged during the demolition work.
 - C. **Public Safety:** Where pedestrian and driver safety is endangered in the work or storage areas, use traffic barricades with flashing lights. Notify the Engineer prior to beginning any such work. The Contractor shall conduct operations with minimum interference to streets, driveways, sidewalks, and passageways, etc..
 - D. **Explosives:** Use of explosives will not be permitted.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 EXISTING FACILITIES

- A. The existence of active utility lines transversing the construction area other than those indicated is not definitely known. Should any be encountered, the Contractor shall not disconnect same without authorization of the Engineer, but shall inform the latter immediately of each discovery, and shall follow his instructions.

3.2 SAFETY

- A. Work shall be done in accordance with safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America.

3.3 DISPOSITION OF MATERIALS

- A. Title to Materials: Title to all materials and equipment to be removed, except as specified otherwise, is vested in the Contractor upon receipt of notice to proceed. The Engineer will not be responsible for the condition or loss of, or damage to, such property after notice to proceed. Materials and equipment shall not be viewed by prospective purchasers or sold on the site. Burning or burying of materials on the site will not be permitted.
- B. When removing the materials from the property, truck loads shall be trimmed and loaded as to prevent spillage.

3.4 CLEANUP

- A. Debris and Rubbish: Remove and transport debris and rubbish in a manner that will prevent spillage into ocean or adjacent areas. Cleanup spillage from ocean and adjacent areas. The Contractor shall leave the premises clean, neat, and orderly.
- B. Regulations: Comply with Federal, State, and Local hauling and disposal regulations.

END OF SECTION

SECTION 02100

SITE PREPARATION

PART 1 - GENERAL

1.1 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

3.1 GENERAL

- A. Maintenance of Traffic: The Contractor shall conduct operations with minimum interference to streets, driveways, sidewalks, passageways, etc.

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

- B. 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.
- C. Fires: No burning of fires of any kind will be allowed.
- D. Reference Points: Bench marks, etc., shall be carefully maintained, but if disturbed or destroyed, shall be replaced as directed, at the Contractor's expense.
- 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.

3.2 EXISTING UTILITY LINES

- A. The existence of active underground utility lines within the construction area is not definitely known other than those indicated in their approximate locations on the Drawings. Should any unknown line be encountered during excavation, the Contractor shall immediately notify the Engineer of such discovery. The Engineer shall then investigate and issue instructions for the preservation or disposition of the unknown line. Authorization for extra work shall be issued by the Engineer only as he deems necessary.

3.3 CLEARING AND GRUBBING

- A. The Contractor shall clear the premises of all obstacles and obstructions, the removal of which will be necessary for the proper reception, construction, execution and completion of other work included in this contract.
- B. After clearing has been completed, the entire site shall be stripped of the organically contaminated near-surface soils to a minimum depth of 6 inches. Remove trees and roots to a minimum of 3 feet below existing ground level. Remove all large roots in excess of 2 inches in diameter, and backfill and compact the resulting depression. All debris accumulated from this operation shall be completely removed from the premises by the Contractor.
- C. The Contractor shall protect from injury and damage all surrounding trees, plants, etc., and shall leave all in as good as condition as at present. Any damage to existing improvement shall be repaired or replaced by the Contractor to the satisfaction of the Engineer.

3.4 CLEAN UP OF PREMISES

- A. 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.

END OF SECTION

SECTION 02110

CLEARING AND GRUBBING

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

This section covers the requirements for clearing and grubbing, within the areas shown on the plan or as directed by the Engineer. The above work shall include the removal and disposal of designated trees outside the clearing limits. Also included is the protection from injury or defacement of trees and other objects designated to remain and treatment or removal of damaged trees.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 CLEARING AND GRUBBING WORK:

- A. The area to be cleared shall be to the dimensions shown on the plans or one foot beyond toe of fill and top of cut whichever is greater.
- B. All debris, trees, logs, limbs, branches, brush, plants, and other protruding obstructions within the clearing limits shall be removed and disposed of, except the following:
 - 1. Live, sound, and firmly rooted trees with diameter of 4 inches or larger.
 - 2. Live brush, herbaceous plants, and trees between the trailbed and clearing limits that are less than 12 inches in height.
- C. Except as provided above, all limbs and branches more than 1/2 inch in diameter that extend into the cleared area shall be cut flush with the tree trunks or stems or cut at the ground surface.
- D. Felling, cutting, and trimming methods shall not cause bark damage to standing timber. If damage does occur to standing trees, the injured area shall be treated with a coat of tree-surgery asphalt-based paint. Trees with major roots exposed by construction that are rendered unstable shall be felled and disposed of as specified herein.
- E. All stumps within the trailbed shall be removed. Stumps located between the edge of the trailbed and clearing limits that cannot be cut flush with the finished slope, or are not tightly rooted, shall be removed.

- F. All logs, limbs, lopped tops, brush, and grubbed stumps and roots shall be scattered on the downhill side of and outside the clearing limits, with the following exceptions:
1. Limbs, brush, and lopped tops from trees felled on the uphill side of the clearing limits shall be scattered below the trailway, except where the existing sideslope above the trail is less than 20 percent; such material may be scattered above the trail.
 2. Logs may be left on the uphill side of the trail if they are placed so that they will not move into the clearing limits.
- G. Debris from clearing and grubbing operations shall not be placed in streams, water courses or at locations that will impede flow of the natural drainage pattern.

END OF SECTION

SECTION 03210

REINFORCING STEEL

1.1 Description

- A. This section describes furnishing, storing, and placing reinforcing steel (also referred to as rebar, bar, or reinforcement).

PART 2 - PRODUCTS

2.1 MATERIALS

Reinforcing steel shall be deformed bar conforming to ASTM 615 Grade 60. Submit certificate of compliance for reinforcing steel.

PART 3 - EXECUTION

3.01 ORDER LISTS AND BENDING DIAGRAMMS

Submit six copies of reinforcing steel order lists and a "certificate of compliance" shall be furnished for each shipment of epoxy coated bar. Six copies of shop drawings of bending diagrams and steel placement shall be submitted to the Engineer prior to fabrication. Assume absolute responsibility for accuracy of lists and diagrams.

3.02 STORAGE, SURFACE CONDITION, AND PROTECTION OF REINFORCEMENT

Store reinforcing steel above ground surface on platforms, skids, or other supports. All visible damage to coatings caused by shipping, handling, or installation shall be repaired as required for repairing coating damaged before shipment confirming to the requirements in ASTM A934. When placed in the work, reinforcing steel shall be free from dirt, loose rust or scale, mortar, paint, grease, oil, or other coatings that would destroy or reduce bond. Reinforcing steel shall be free from injurious defects such as cracks and laminations. When the extent of coating damage prior to repair exceeds 2 percent of the bar in one foot length, repair of the bar will be not be allowed, and the coated bar will be rejected.

3.03 FABRICATION

- A. Bending: Reinforcing steel may be field bent.
- B. Hooks and Bend Dimensions: Dimensions of hooks and diameters of bends shall be in accordance with the contract documents. When dimensions of hooks or diameter of

bends are not indicated in the contract documents, they shall conform to ACI 318-11, Articles 7.1-7.3.

- C. Identification: Ship reinforcing steel in standard bundles. Tag bundles of reinforcing bars showing quantity, grade, size, and identification that allows for checking, sorting, and placing. Tag bundles of welded wire fabric reinforcement showing quantity, style designation, width, and length.
- D. Placing and Fastening: Place and fasten reinforcing steel bars in accordance with recommended practices and procedures in *CRSI Placing Reinforcing Bars*. Accurately place reinforcing steel and hold firmly in position indicated in the contract documents by wiring at intersections and splices; and by using bar supports accepted by the Engineer that have sufficient strength to resist crushing under applied loads.

Maintain proper clearance between reinforcing steel and boundaries of concrete by precast concrete bar supports of equal compressive strength as concrete to be placed around them, and of shape and dimensions accepted by the Engineer.

Unless otherwise indicated in the contract documents, bar supports and their spacing shall conform to recommendations in Chapter 3 – Bar Supports of *CRSI Manual of Standard Practice (MOSP)*. Steel wire bar supports shall be Class 1 (plastic-protected) bar supports, as described in *CRSI MOSP*. All-plastic bar supports will be allowed for vertical construction only.

Separate bar layers using precast concrete blocks or other bar supports accepted by the Engineer. Use of pebbles, pieces of broken stone or brick, metal pipes, or wooden blocks will not be allowed.

Maintain minimum 2-1/2 bar diameters for center-to-center spacing of parallel bars. Minimum clear distance between bundles of bars and adjacent bundles or single bars shall be not less than the following: bundles of two bars, 2 times diameter of larger bar; bundles of three bars, 2-1/2 times diameter of largest bar; bundles of four bars, 3 times diameter of largest bar.

In no case shall clear distance between bars or bundles of bars be less than 1-1/2 times maximum coarse aggregate size or less than 1-1/2 inches, whichever is greater.

Except in decks where parallel reinforcing steel is placed in two or more layers, with clear distance between layers not exceeding 6 inches, place bars in upper layers directly above those in bottom layer, and maintain clear distance between layers of not less than 1 inch or the nominal bar diameter, whichever is greater.

Tie bundled bars together at a distance of not more than 6 feet on centers along length of bar. Limit maximum number of bars in bundle to two bars for No. 14 and No. 18 bars and four bars for other sizes. Bundling bars by tack welding will not be allowed.

Individual bars in bundle that are cut off within span of member shall be terminated at different points, with at least a 40-bar diameter stagger.

END OF SECTION

SECTION 03300

CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. Section includes cast-in-place concrete, including formwork, reinforcement, concrete materials, mixture design, placement procedures, and finishes, for the following:
 - 1. Roof.
 - 2. Roof canopy.
 - 3. Window Opening.

1.03 DEFINITIONS

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

1.04 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Design Mixtures: For each concrete mixture. Submit alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.
- C. Material Certificates: For each of the following, signed by manufacturers:
 - 1. Cementitious materials.
 - 2. Admixtures.
- D. Material Test Reports: For the following, from a qualified testing agency, indicating compliance with requirements:
 - 1. Aggregates.

1.05 QUALITY ASSURANCE

- A. **Manufacturer Qualifications:** A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.
 - B. **Testing Agency Qualifications:** An independent agency qualified according to ASTM C 1077 and ASTM E 329 for testing indicated.
 - 1. Personnel conducting field tests shall be qualified as ACI Concrete Field Testing Technician, Grade 1, according to ACI CP-1 or an equivalent certification program.
 - 2. Personnel performing laboratory tests shall be ACI-certified Concrete Strength Testing Technician and Concrete Laboratory Testing Technician - Grade I. Testing Agency laboratory supervisor shall be an ACI-certified Concrete Laboratory Testing Technician - Grade II.
 - C. **Source Limitations:** Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant, obtain aggregate from single source, and obtain admixtures from single source from single manufacturer.
 - D. **ACI Publications:** Comply with the following unless modified by requirements in the Contract Documents:
 - 1. ACI 117, "Specifications for Tolerances for Concrete Construction and Materials."
 - E. **Concrete Testing Service:** Engage a qualified independent testing agency to perform material evaluation tests and to design concrete mixtures.
- 1.06 DELIVERY, STORAGE, AND HANDLING
- A. **Steel Reinforcement:** Deliver, store, and handle steel reinforcement to prevent bending and damage.

PART 2 - PRODUCTS

2.01 FORM-FACING MATERIALS

- A. **Smooth-Formed Finished Concrete:** Form-facing panels that will provide continuous, true, and smooth concrete surfaces. Furnish in largest practicable sizes to minimize number of joints.
 - 1. Plywood, metal, or other approved panel materials.
- B. **Rough-Formed Finished Concrete:** Plywood, lumber, metal, or another approved material. Provide lumber dressed on at least two edges and one side for tight fit.
- C. **Chamfer Strips:** Wood, metal, PVC, or rubber strips, 3/4 by 3/4 inch minimum.
- D. **Rustication Strips:** Wood, metal, PVC, or rubber strips, kerfed for ease of form removal.

E. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.

1. Formulate form-release agent with rust inhibitor for steel form-facing materials.

F. Form Ties: Factory-fabricated, removable or snap-off metal or glass-fiber-reinforced plastic form ties designed to resist lateral pressure of fresh concrete on forms and to prevent spalling of concrete on removal.

2.02 CONCRETE MATERIALS

A. Cementitious Material: Use the following cementitious materials, of the same type, brand, and source, throughout Project:

1. Portland Cement: ASTM C 150, Type I/II

B. Normal-Weight Aggregates: ASTM C 33, Class 3S coarse aggregate or better, graded. Provide aggregates from a single source.

1. Maximum Coarse-Aggregate Size: 3/4 inch nominal.

2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.

C. Water: ASTM C 94/C 94M.

2.03 ADMIXTURES

A. Chemical Admixtures: Provide admixtures certified by manufacturer to be compatible with other admixtures and that will not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride.

2.04 CONCRETE MIXTURES, GENERAL

A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, according to ACI 301.

1. Use a qualified independent testing agency for preparing and reporting proposed mixture designs based on laboratory trial mixtures.

B. Cementitious Materials: Use fly ash, pozzolan (ASTM 616 Type N or F), ground granulated blast-furnace slag, and silica fume as needed to reduce the total amount of portland cement, which would otherwise be used, by not less than 40 percent.

C. Admixtures: Use admixtures according to manufacturer's written instructions.

2.05 FABRICATING REINFORCEMENT

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

2.06 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94/C 94M, and furnish batch ticket information.
 - 1. When air temperature is between 85 and 90 deg F reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F, reduce mixing and delivery time to 60 minutes.

PART 3 - EXECUTION

3.01 FORMWORK

- A. Design, erect, shore, brace, and maintain formwork, according to ACI 301, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads.
- B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117.
- C. Construct forms tight enough to prevent loss of concrete mortar.
- D. Fabricate forms for easy removal without hammering or prying against concrete surfaces. Provide crush or wrecking plates where stripping may damage cast concrete surfaces. Provide top forms for inclined surfaces steeper than 1.5 horizontal to 1 vertical.
 - 1. Install keyways, reglets, recesses, and the like, for easy removal.
 - 2. Do not use rust-stained steel form-facing material.
- E. Chamfer exterior corners and edges of permanently exposed concrete.
- F. Clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, and other debris just before placing concrete.

3.02 EMBEDDED ITEMS

- A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
 - 1. Install steel roof supports in accordance to the plans.

3.03 REMOVING AND REUSING FORMS

- A. General: Formwork for sides of beams, walls, columns, and similar parts of the Work that does not support weight of concrete may be removed after cumulatively curing at not less than 50 deg F 24 hours after placing concrete. Concrete has to be hard enough to not be damaged by form-removal operations and curing and protection operations need to be maintained.

3.04 STEEL REINFORCEMENT

- A. General: Comply with CRSI's "Manual of Standard Practice" for placing reinforcement.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, and other foreign materials that would reduce bond to concrete.
- C. Accurately position, support, and secure reinforcement against displacement. Locate and support reinforcement with bar supports to maintain minimum concrete cover. Do not tack weld crossing reinforcing bars.
- D. Set wire ties with ends directed into concrete, not toward exposed concrete surfaces.

3.05 CONCRETE PLACEMENT

- A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections have been performed.
- B. Do not add water to concrete during delivery, at Project site, or during placement unless approved by Engineer.
- C. Hot-Weather Placement: Comply with ACI 301 and as follows:
 - 1. Maintain concrete temperature below 90 deg F at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
 - 2. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade uniformly moist without standing water, soft spots, or dry areas.

3.06 FINISHING FORMED SURFACES

- A. Rough-Formed Finish: As-cast concrete texture imparted by form-facing material with tie holes and defects repaired and patched. Remove fins and other projections that exceed specified limits on formed-surface irregularities.

3.07 CONCRETE PROTECTING AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and ACI 301 for hot-weather protection during curing.

- B. Unformed Surfaces: Begin curing immediately after finishing concrete. Cure unformed surfaces.
- C. Cure concrete according to ACI 308.1, by one or a combination of the following methods:
 - 1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:
 - a. Water.
 - b. Continuous water-fog spray.
 - c. Absorptive cover, water saturated, and kept continuously wet. Cover concrete surfaces and edges with 12-inch lap over adjacent absorptive covers.

3.08 FIELD QUALITY CONTROL

- A. Testing and Inspecting: Contractor to perform field tests and inspections and prepare test reports.
- B. Testing and Inspecting: Contractor to engage a qualified testing and inspecting agency to perform tests and inspections and to submit reports.
- C. Inspections:
 - 1. Steel reinforcement placement.
 - 2. Verification of use of required design mixture.
 - 3. Concrete placement, including conveying and depositing.
No concrete shall be placed in the absence of the Engineer or his representative who shall be given one day advance notice of starting time of concrete pour.
- D. Concrete Tests: Testing of composite samples of fresh concrete obtained according to ASTM C 172 shall be performed according to the following requirements:
 - 4. Testing Frequency: Obtain one composite sample for each day's pour of each concrete mixture exceeding 5 cu. yd. but less than 25 cu. yd., plus one set for each additional 50 cu. yd or fraction thereof.
 - 5. Slump: ASTM C 143/C 143M; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture. Perform additional tests when concrete consistency appears to change.
 - 6. Compressive-Strength Tests: ASTM C 39/C 39M; test one set of two laboratory-cured specimens at 7 days and one set of two specimens at 28 days.
 - a. Test one set of two field-cured specimens at 7 days and one set of two specimens at 28 days.
 - b. A compressive-strength test shall be the average compressive strength from a set of two specimens obtained from same composite sample and tested at age indicated.

7. When strength of field-cured cylinders is less than 85 percent of companion laboratory-cured cylinders, Contractor shall evaluate operations and provide corrective procedures for protecting and curing in-place concrete.
8. Strength of each concrete mixture will be satisfactory if every average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi.
9. Test results shall be reported in writing to Engineer, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.
10. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Engineer but will not be used as sole basis for approval or rejection of concrete.
11. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Engineer. Testing and inspecting agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42/C 42M or by other methods as directed by Engineer
12. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
13. Correct deficiencies in the Work that test reports and inspections indicate do not comply with the Contract Documents.

END OF SECTION

SECTION 05011

STEEL STRUCTURES

PART 1- GENERAL:

This section describes construction of steel structures and steel structure portions of composite structures.

PART 2- Materials:

Material shall be to the following section of the state of Hawaii standard specifications, 2005.

Zinc Paints and Primers	708.02
Zinc Coating	712.10
Structural Steel	713.01

PART 3- EXECUTION

- (A) Shop Plans
Submit detailed shop drawings required for steel fabrication. Submit 6 sets of shop drawings for review. The Engineer will return one set after approval. Submit shop drawings not less than four weeks prior to fabrication. Make corrections in a timely manner.
Shop drawings shall include the following:

- (1) Details for connections not dimensioned in the contract documents.
- (2) Qualifications of welders in accordance with Section 5, Part B, of AWS D1.5.
- (3) Qualifications of welding inspectors in accordance with Section 6, Part A, of AWS D1.5.

- (B) Shop Work and Fabrication
Keep structural material clean and free from damage caused by improper handling during loading, transporting, and storage. Furnish and follow methods and procedures for preparation, handling and inspection, shop assembly of material, and details of fabrication conforming to Section 6 - Steel Structures, in *AASHTO LRFD Bridge Design Specifications*.

Furnish and perform methods and procedures for shop and field welding in accordance with AWS D1.5 and *AASHTO LRFD Bridge Design Specifications*.

Furnish and perform methods and procedures for welding of structural supports for highway signs, luminaires, traffic signals, and other non-bridge structures in accordance with AWS D1.1. Electro-slag welding will not be allowed.

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Furnish and perform methods and procedures for welding of reinforcing steel conforming to AWS D1.4 and Subsection 602.03(E) - Splicing of Bars.
Zinc coat all structural steel, excluding steel for major steel bridges that receive paint finishes.

(C) Erection

1) Handling and Storing Materials

Place materials on skids above ground. Keep storage area clean and properly drained. Place girders and beams upright and shored, supporting long members such as columns and chords on skids. Place skids close enough together to prevent damage from deflection.

2) Assembling Steel

Assemble parts accurately, following match-marks. Handle materials carefully so as not to bend, break, or damage parts. Hammering that may damage or distort members will not be allowed. Clean bearing surfaces, as well as surfaces in permanent contact, before assembling members.

3) Misfits

The Engineer will consider correction of minor misfits involving harmless quantities of reaming, cutting, and chipping as part of erection process. Immediately report to the Engineer errors in shop fabrication or deformation resulting from handling and transport of material. Obtain the Engineer's acceptance regarding method of correcting error. Correction of misfits, errors, injuries, and replacements shall be the Contractor's responsibility.

(D) Zinc Coating

1) Zinc Coating

Zinc coat after fabrication using hot-dip process. Coat largest practicable area in accordance with Subsection 712.10 - Zinc Coating. Fabrication shall include shearing, punching, forming, bending, welding, and riveting. If sections need to be straightened after zinc coating, straighten without damaging spelter coating.

2) Repairing Damaged Zinc-Coated Surfaces

Repair zinc coating that has chipped off or been damaged in handling, transporting or welding. Thoroughly clean damaged zinc-coated surfaces by wire brushing damaged area. Remove sags, welds, and loose and cracked spelter coating. Paint cleaned area after completing any of the following procedures:

- (a) Apply coating material conforming to Federal Specification O-G-93, stick form, in accordance with method conforming to Annex A1 of ASTM A 780. Heat coated surface with torch at sufficient

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temperature to melt repair material without damage to zinc coating.

(b) Apply two coats of zinc-oxide, zinc-dust paint conforming to Federal Specification MIL-E-15145B. Mix paint properly in suitable vehicle in ratio of one part zinc-oxide to four parts zinc-dust by weight.

(c) Apply two coats of premixed formulation containing not less than 95 percent zinc in dried film meeting the requirements of Federal Specification MIL-P-226915A.

(d) Apply two coats of formulation with high zinc-dust content meeting the requirements of Federal Specification MIL-P-21035.

END OF SECTION 05011