

LAND DIVISION

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. J45CK46A-2
Ko Road Makai Part 2
Rockfall Mitigation
Hanapepe, Kauai, Hawaii

Geotechnical Engineer: Hart Crowser, Inc.
Civil Engineer: Lyon Associates

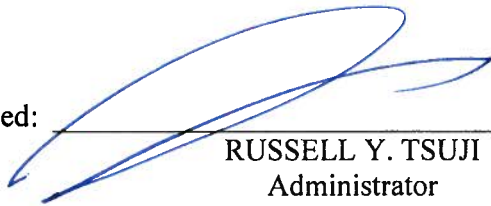
April 2016

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

CONTRACT SPECIFICATIONS AND PLANS

Job No. J45CK46A-2
Ko Road Makai Part 2
Rockfall Mitigation
Hanapepe, Kauai, Hawaii

Approved: _____



RUSSELL Y. TSUJI
Administrator
Land Division

Approved: _____



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

April 2016

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PLANS (Bound Separately)

DEPARTMENT OF LAND AND NATURAL RESOURCES INTERIM GENERAL
CONDITIONS, DATED OCTOBER 1994. (Included on project CD, or bound separately)

NOTICE TO BIDDERS
(Chapter 103D, HRS)

COMPETITIVE BIDS for Job No. **J45CK46A-2 KO ROAD MAKAI PART 2 ROCKFALL MITIGATION (Hanapepe, Kauai, Hawaii)** shall be submitted to the Department of Land and Natural Resources, Engineering Division on the specified date and time through the Hawaii State e-Procurement (HIePRO). HIePRO is accessible through the State Procurement Office website at www.spo.hawaii.gov.

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 Ko Road, Hanapepe, Kauai, Hawaii.

The work shall generally consist of all materials, labor and equipment necessary to complete rock scaling, and install rockfall drapery netting, and related work per the project plans and specifications.

Due to the nature of work contemplated, bidders must possess a valid State Contractor's license, classification C68RL.

A voluntary pre-bid conference/site visit will be held at the project site located at Ko Road, Hanapepe, Kauai, on May 13, 2016 at 10 am.

The estimated cost of construction is \$1,000,000.

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

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

Since the estimated cost of construction is \$250,000 or more, 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.

P R O P O S A L

FOR

DEPARTMENT OF LAND AND NATURAL RESOURCES
ENGINEERING DIVISION
State of Hawaii

JOB NO. J45CK46A-2
KO ROAD MAKAI PART 2 ROCKFALL MITIGATION
HANAPEPE, KAUAI, HAWAII

_____2016

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

Dear Sir:

The undersigned, having carefully examined the local conditions and all available records and information covering conditions which may affect the cost of the work to be performed, and having carefully examined the Plans and Specifications, and other contract documents, hereby proposes to furnish and pay for all materials, tools, equipment, labor and other incidental work necessary to _____complete rock slope scaling, install a drapery netting system and related work, 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. J45CK46A-2
KO ROAD MAKAI PART 2 ROCKFALL MITIGATION
HANAPEPE, KAUAI, HAWAII

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

_____Dollars (\$_____)

and will fully complete all work under this contract within 365 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	Rock Scaling and Demolition Work; to include scaling and demolition.	LS	\$ _____
2.		LS	Erosion Control BMP's, including all labor, materials and maintenance, installed, completed	LS	\$ _____
3.		LS	Traffic Control, including all labor and materials, installed complete and operated for duration of project.	LS	\$ _____
4.	82,500	SF	Drapery Rockfall Netting system, including all labor and materials, including all surface clearing, anchor testing, and clean up, complete.	\$ _____	\$ _____
5.		LS	Project Sign, in place complete.	LS	\$ _____
6.	Allowance		Field Office.		\$ 10,000.00

Subtotal Base Bid (Items 1-7) \$ _____

7.	LS	Mobilization and Demobilization (not to exceed 10% of the Subtotal Base Bid)	LS	\$ _____
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Total Base Bid (Items 1-7) \$ _____

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

amount by five percent (5%) for evaluation purposes.

5. Should the bidder qualify for other preferences (e.g. Hawaii Products), all applicable preferences shall be applied to the bid price.

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 or 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 Base Bid (Items 1 to 7) selected by the Board of Land and Natural Resources. Write the total of bid items 1 to 7 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 THREE HUNDRED AND NO/100 DOLLARS (\$300.00) 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.

COMPLETE FIRM NAME OF JOINT CONTRACTOR OR SUBCONTRACTOR	NATURE AND SCOPE OF WORK TO BE PERFORMED

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

Section 3 – Award and Execution of Contract

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

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

“If the contract is not awarded within the ninety (90) days, the Department may request the successful Bidder to extend the time for the acceptance of its bid. The Bidder may reject such a request without penalty; and in such case, the Department may at its sole discretion make a similar offer to the next lowest responsive and responsible bidder and so on until a bid is duly accepted or until the Department elects to stop making such requests.”

3. **AMEND** Section 3.9, Notice to Proceed, by deleting “180 days” and replacing with “one (1) year” in the last paragraph.

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

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

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

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

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

Section 5 – Control of Work

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

Section 6 – Substitution of Materials and Equipment

ADD the following to Section 6.3 Sub-paragraph b:

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

Section 7 – Prosecution and Progress

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

“d. Insurance Requirements

1. Obligation of Contractor

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

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

Certificate(s) of Insurance acceptable to the Department shall be filed with the Engineer prior to commencement of the work. These certificates shall contain a provision that coverages afforded under the policies will not be canceled or changed until at least thirty days written notice has been given to the Engineer by registered mail. The insurance policies shall name the State of Hawaii, its officers and employees as an additional insured and such coverage shall be noted on the Certificate. Should any policy be canceled before final acceptance of the work by the Department, and the Contractor fails to immediately procure replacement insurance as specified, the Department, in addition to all other remedies it may have for such breach, reserves the right to procure such insurance and deduct the cost thereof from any money due to the Contractor.

Nothing contained in these insurance requirements is to be construed as limiting the extent of Contractor's responsibility for payment of damages resulting from its operations under this contract, including the Contractor's obligation to pay liquidated damages, nor shall it affect the Contractor's separate and independent duty to defend, indemnify and hold the Department harmless pursuant to other provisions of this contract. In no instance will the Department's exercise of an option to occupy and use completed portions of the work relieve the Contractor of its obligation to maintain the required insurance until the date of final acceptance of the work.

All insurance described herein shall cover the insured for all work to be performed under the contract, all work performed incidental thereto or directly or indirectly connected therewith, including traffic detour work or other work performed outside the work area, and all change order work.

The Contractor shall, from time to time, furnish the Engineer, when requested, satisfactory proof of coverage of each type of insurance required or a copy of the actual policies covering the work. Failure to comply with the Engineer's request may result in suspension of the work, and shall be sufficient grounds to withhold future payments due the Contractor and to terminate the contract for Contractor's default.

2. Types of Insurance

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

(a) Worker's Compensation. The Contractor and all subcontractors shall obtain full worker's compensation insurance coverage for all persons whom they employ or may employ in carrying out the work under this contract. This insurance shall be in strict conformity with the requirements of the most current and applicable State of Hawaii Worker's Compensation Insurance laws in effect on the date of the execution of this contract and as modified during the duration of the contract.

(b) Commercial General Liability Insurance and Automobile Insurance. Contractor's commercial general liability insurance and automobile liability insurance shall both be obtained in a combined, single limit of not less than \$1,000,000 per occurrence that shall include coverage for bodily injury, sickness, disease or death of any person, arising directly or indirectly out of, or in connection with, the performance of work under this contract.

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

The Contractor shall either:

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

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

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

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

- (c) Builder's Risk Insurance. Unless included in the Specifications of this project, the Contractor shall not be required to provide builder's risk insurance. If required as noted in the Specifications, builder's risk insurance shall be provided during the progress of work and until final acceptance by the Department upon completion of the contract. It shall be "All Risk" (including but not limited to earthquake, windstorm and flood damage) completed value insurance coverage on all completed work and work in progress to the full replacement value thereof. Such insurance shall include the Department as additional name insured. The Contractor shall submit to the Engineer for its approval all items deemed to be uninsurable. The policy may provide for a deductible in an amount of up to 25% of the amount insured by the policy. With respect to all losses up to any deductible amount, the relationship between the Contractor and the Department shall be that of insurer and additional insured as if no deductible existed".

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

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

The Contractor agrees that it will not attempt to hold the State and its Departments and Agencies and their officers, representatives, employees or agents, liable or responsible for any losses or damages to third parties from the action of the elements, the nature of the work to be done under these specifications or from any unforeseen obstructions, acts of God, vandalism, fires or encumbrances which may be encountered in the prosecution of the work.

The Contractor shall pay all just claims for materials, supplies, tools, labor and other just claims against the Contractor or any subcontractor in connection with this contract and the surety bond will not be

released by final acceptance and payment by the Department unless all such claims are paid or released. The Department may, but is not obligated to, withhold or retain as much of the monies due or to become due the Contractor under this contract considered necessary by the Engineer to cover such just claims until satisfactory proof of payment or the establishment of a payment plan is presented.

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

Section 8 – Measurement and Payment

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

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

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

- d. A Certification from the Contractor affirming that the Contractor has, as applicable, remained in compliance with all laws as required by Section 103D-310, HRS, and Section 3-122-112, HAR. A contractor making a false affirmation shall be suspended and may be debarred pursuant to section 103D-702, HRS.

1. Certification of Compliance for Final Payment, State Procurement Office Form-22. Must be Signed Original.

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

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

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SECTION 01019

GENERAL SPECIFICATIONS

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

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

1.2 GENERAL

- A. Examination of Premises: The Contractor shall contact the Engineer and obtain permission before visiting the site.
- B. All lines and grades shall be established by a licensed surveyor, or licensed Civil Engineer, registered in the State of Hawaii. The Contractor shall submit evidence of current and valid registration.
- C. Notices: The Contractor shall provide the Engineer at least five (5) working days' notice before starting any work.
- D. Temporary Construction Easements: Contractor shall negotiate temporary construction access agreements with private land owners for areas outside of the permanent easements established by DLNR that are required to perform the work. Access agreements and scheduling with private landowners will be the sole responsibility of the Contractor.
- E. Disruption of Utility Services: No disruption of utility services will be allowed. The Contractor shall be responsible to provide all necessary services for the work.
- F. 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 operations of adjacent schools, public, and private facilities. Where the Contractor's operations would affect traffic along Ko Road that could result in interruptions to operations of nearby facilities, the Contractor shall develop and submit for approval a traffic control plan as described on Drawing No. C-2. Contractor shall include in the plan, the notification of parties who may be affected by such closures and provide an accurate schedule of work days and hours 30 days prior to beginning operations. Contractor shall make good faith efforts to accommodate road use by affected businesses and residents.
 - 2. The Contractor shall maintain safe passageway through the work area during

periods of non-closure for local road users and the public at all times.

F. Lead Paint

1. When the project includes paint to be disturbed that was applied prior to 1980, it shall be assumed to contain lead. The Contractor shall inform its employees, subcontractors, and all other persons engaged in the project that lead containing paints are present at the job site and to follow the requirements of the Department of Labor and Industrial Relations, Division of Occupational Safety and Health, Title 12, Subtitle 8, Chapter 148, Lead Exposure in Construction, Hawaii Administrative Rules (Chapter 12-148, HAR).

G. Parking Policy for Contractor

1. The Contractor and its employees will not be allowed to park in zones assigned as public parking for local businesses or school personnel.
2. Areas to be used by the Contractor shall be as designated by the Engineer. Any areas damaged by the Contractor shall be restored to as good or better a condition as existed prior to the damage as instructed by the Engineer at no cost to the State.

H. Toilet Accommodations: The Contractor shall furnish suitable toilet facilities in accordance with State Department of Health (DOH) requirements at all times. It is the Contractor's responsibility to keep same clean and in a sanitary condition at all times.

I. 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. If fences or other barrier to the slope are removed for construction, the contractor will provide temporary construction fencing so that property owners and their animals are protected from entering the project site.

J. Use of Power Driven Equipment: The Contractor is cautioned to take all necessary safety precautions to protect the all personnel, and the public whenever power driven equipment is used.

K. 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.

L. Reference Points: Bench marks, etc., shall be carefully maintained, but if disturbed or destroyed, shall be replaced as directed, at the Contractor's expense.

M. 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.

N. 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.

O. 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.

P. 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.

Q. 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.

Q. 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 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.
 - 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
AISI	American Iron and Steel Institute 1000 16th Street, N.W., Washington, D.C. 20036

<u>Abbreviation</u>	<u>Company</u>
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 Engineers United Engineering Center 345 East 47th Street New York, NY 10017

<u>Abbreviation</u>	<u>Company</u>
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 - OEI) 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 New York, NY 10017

<u>Abbreviation</u>	<u>Company</u>
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

<u>Abbreviation</u>	<u>Company</u>
SAMA	Scientific Apparatus Makers Association One Thomas Circle 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
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 may 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 where called for in the plans, specifications or by the Engineer.

B. Other required submittals shall include:

1. Manufacturer's Data.

2. Certificates of Warranty.

3. Any others as called for in the plans, specifications, or by the Engineer.

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

A. The Contractor is responsible for the coordination of all contractual work and submittals.

B. The Contractor shall have a rubber stamp made up in the following format:

CONTRACTOR NAME

PROJECT: _____

JOB NO: _____

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

DATE RECEIVED _____

SPECIFICATION SECTION _____

SPECIFICATION PARAGRAPH _____

DRAWING NUMBER _____

SUBCONTRACTOR NAME _____

SUPPLIER NAME _____

MANUFACTURER NAME _____

CERTIFIED BY: _____

- C. This stamp, "filled in", should appear on the title sheet of each shop drawing, on a cover sheet of submittals in an 8-1/2" x 11" format, or on one face of a cardstock tag (min. 3" x 6") tied to each sample. The tag on the samples should state what the sample is so that, if the tag is accidentally separated from the sample, it can be matched up again. The back of this tag will be used by the Engineer for his receipt, review, and log stamp and for any comments that relate to the sample.
- D. All submittals for material, equipment, and shop drawings listed in the contract documents 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 six (6) copies of all shop drawings and/or catalog cuts for fabricated items and manufactured items 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

This section covers the requirements for mobilization and demobilization.

1.1.1 **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.

1.1.2 **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:

- A. 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. The contractor shall submit any such agreements to the Engineer for review prior to mobilization and submit confirmation that all conditions of the agreements were met after demobilization but before final payment for the project.
- B. 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.
- C. All equipment, machinery, buildings, utilities and incidentals mobilized and demobilized under this section shall remain the property of the Contractor.

3.2 MEASUREMENT AND PAYMENT

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

END OF SECTION

SECTION 01567

POLLUTION CONTROL

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

A. Rubbish Disposal

1. No burning of debris and/or waste materials shall be permitted on the project site.
2. 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.
3. 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.
4. 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

1. 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.
2. 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.
3. The Contractor shall be responsible for all damage claims in accordance with Section 7.16 - "Responsibility for Damage Claims" of the GENERAL CONDITIONS.

C. Noise

1. Noise shall be kept within acceptable levels at all times in conformance with applicable requirements of County of Kauai.
2. All internal combustion engine-powered equipment shall have mufflers to minimize noise and shall be properly maintained to reduce noise to acceptable levels.
3. Rock drilling and scaling operations shall be confined to the period between 9:00 a.m. and 5:30 p.m., Monday through Friday. Drilling will not be permitted on weekends and legal State and Federal holidays.
4. Starting-up of construction equipment meeting allowable noise limits shall not be done prior to 6:45 a.m. without prior approval of the Engineer. Equipment exceeding allowable noise levels shall not be started-up prior to 7:00 a.m.

D. Erosion

Erosion control measures shall be implemented per the erosion control plan in the approved drawings.

E. Others

1. 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 basins unless treated to comply with the State Department of Health water pollution regulations.
2. Trucks hauling debris shall be covered as required by PUC Regulation. Trucks hauling fine materials shall be covered.
3. No dumping of waste will be permitted at the job-site.
4. 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.
5. 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.
6. 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.

F. 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 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 GENERAL CONDITIONS.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

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 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

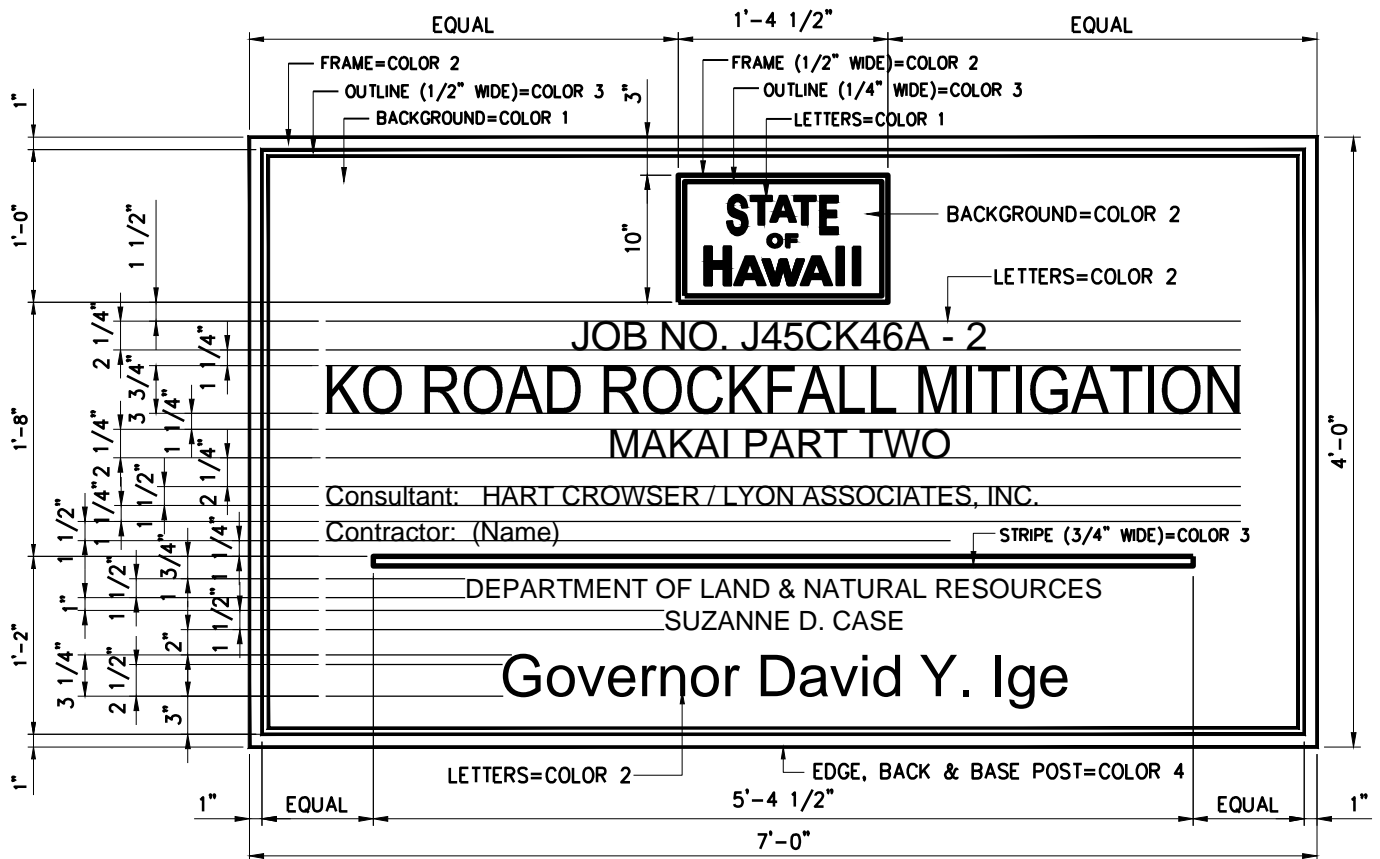
3.1 GENERAL

- 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 Drawing No. C-3.1 or as designated by the Engineer. The project sign shall be erected upon commencement of work.

3.2 MEASUREMENTS AND PAYMENT

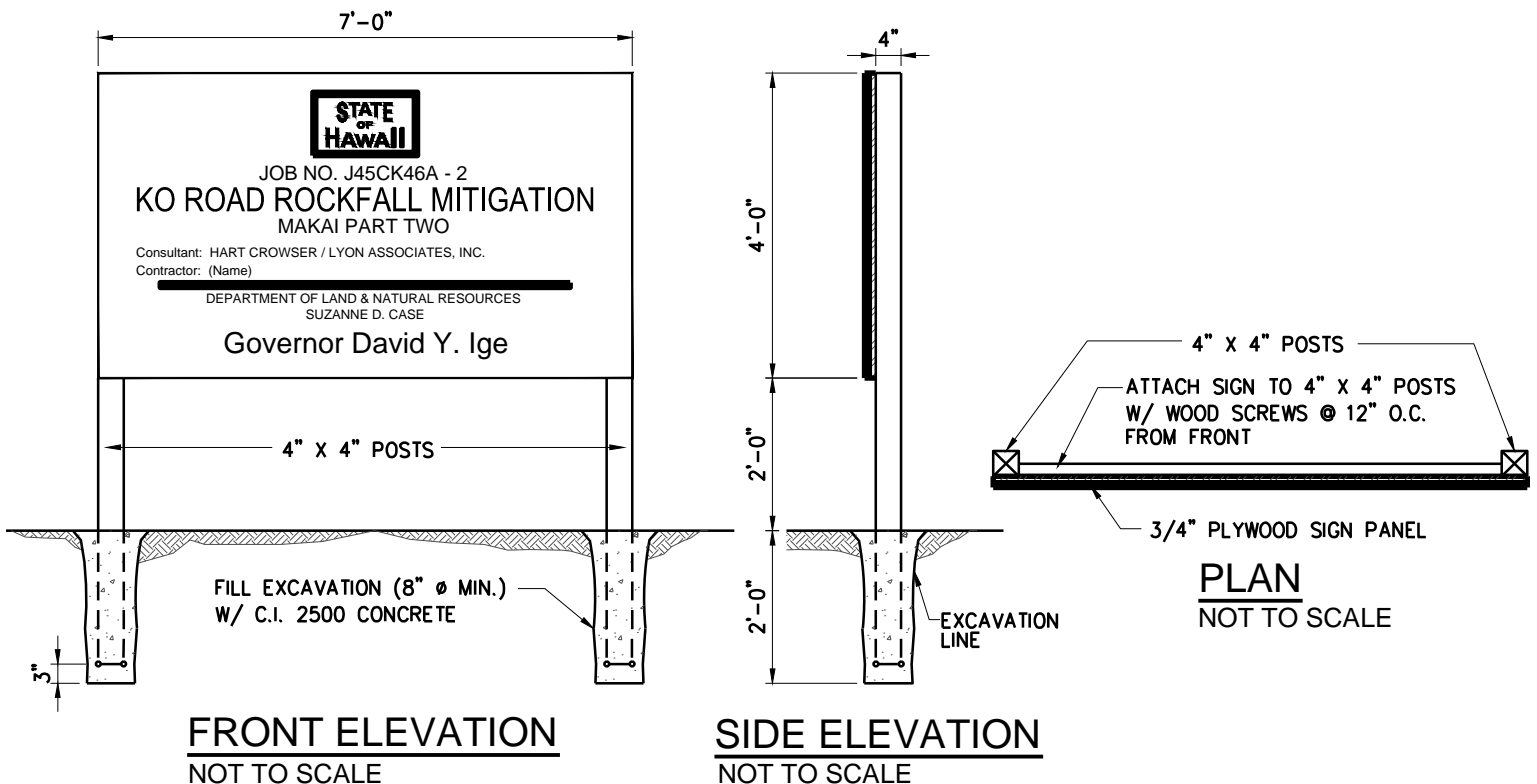
The construction of the project sign, including all equipment, labor and material necessary to furnish and install the project sign will be paid for under the "Project Sign" proposal item.

END OF SECTION



PROJECT SIGN PATTERN

NOT TO SCALE



FRONT ELEVATION
NOT TO SCALE

SIDE ELEVATION
NOT TO SCALE

PROJECT SIGN DETAIL

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.

1.2 COORDINATION WITH OTHER SECTIONS

- A. Removal of vegetation is specified in Section 02110 – CLEARING AND GRUBBING.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 GENERAL

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

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

- C. Protection: Throughout the progress of the work protection shall be provided for all property and equipment, and temporary barricades shall be provided as necessary. Work shall be done in accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, and the State of Hawaii's Occupational Safety and Health Standards, Rules and Regulations.
- D. Fires: No burning of fires of any kind will be allowed.
- E. Reference Points: Bench marks, etc., shall be carefully maintained, but if disturbed or destroyed, shall be replaced as directed, at the Contractor's expense.

- F. 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. The contractor's attention is drawn specifically to the water line within the Ko Road alignment, which is approximately located 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 and grub the premises of all obstacles and obstructions in general accordance with Section 02110, Clearing and Grubbing, and as necessary for the proper reception, construction, execution and completion of other work included in this contract.
- 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 operations from time-to-time as necessary and 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.

PART 4 - MEASUREMENT AND PAYMENT

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

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 or as noted on the plans and as described in these specifications.
- B. Clear vegetation for all areas to be netted or other improvements noted in the plans. The limits of clearing for netting shall be five (5) feet beyond all mesh limits and all anchor components. Grubbing is not required for areas to receive netting.
- 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. The contractor shall protect from injury and damage all surrounding trees, plants, etc., and shall leave all in as good a condition as was present prior to the work. Any damage to existing improvements shall be repaired or replaced by the Contractor to the satisfaction of the Engineer.
- F. Do not remove vegetation or cut down trees not located within the limits of excavation, clearing, grubbing, or grading, as indicated on the drawings, unless approved by the Engineer.

3.2 DISPOSAL

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. Dispose of all debris at an approved disposal site at no additional cost to the State.

PART 4 – MEASUREMENT AND PAYMENT

Clearing and grubbing will not be paid separately. The cost will be considered incidental to various contract items.

END OF SECTION

SECTION 02232

ROCK SLOPE SCALING AND DEMOLITION

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

This section describes furnishing materials, labor, and equipment necessary to perform rock slope scaling and demolition in accordance with the contract documents and when ordered by the Engineer.

Rock slope scaling and demolition operations shall include removal of all loose or unstable rocks, soil, and debris from the slope face or ground surface using hand scaling bars and non-destructive methods to the limits and at locations shown by the contract drawings and these specifications. Blasting will not be permitted or required.

The Contractor shall be responsible for the safety of public and any necessary means of achieving public safety. Exercise care when performing work next to existing improvements, infrastructure, and facilities adjacent to the project site. Damages to existing improvements shall be immediately reported to the State and repaired at no additional cost to the State. Specifically, attention is called to the water line along the road, which shall be protected at all times.

1.2 CONTRACTORS QUALIFICATIONS AND WORK PLAN

The Contractor performing the slope scaling work must have performed satisfactory slope scaling for a minimum of 3 years or employ the services of a specialty subcontractor with a minimum of 3 years of satisfactory slope scaling experience. The Contractor or Subcontractor shall submit a project reference list containing at least five projects in which similar work has been conducted and successfully completed within the past 5 years. Include a brief description of each project, including the typical heights of the slopes scaled, duration of the slope scaling, working hours on the slope, methods employed to scale the slopes, the Owner's name, and current telephone number for reference.

At a minimum, the slope scaling crew shall consist of one scaling supervisor and two (2) slope scalers. For additional slope scaling crews, each slope scaling crew shall consist of one scaler foreman (in-lieu of the scaling supervisor) and two (2) slope scalers. The number of slope scaling crews to be employed on this project shall be determined by the Contractor or specialty subcontractor performing the slope scaling.

The slope scaling operations shall be conducted within the time and duration specified on the contract drawings. Traffic control measures, as specified in the approved traffic control plan and contract specifications shall be used to provide for protection of the

public.

- A. **Scaling Supervisor:** The Contractor's designated representative responsible for the prosecution and coordination of slope scaling activities on this project. The scaling supervisor shall be in charge of and responsible for the safety and work performed by the slope scaling crews. The scaling supervisor shall have a minimum of 3 years of high slope scaling experience with a minimum of 2,000 hours of demonstrated experience supervising slope scaling. The scaling supervisor shall have completed the American Red Cross "basic first aid" course, or equivalent, and shall have experience or training in the use of emergency remote rescue techniques.
- B. **Scaler Foreman:** An individual who is directly in charge of and responsible for the safety and work performed by a crew of two (2) slope scalers. The scaler foreman shall be actively engaged at the site location and shall be engaged in actual slope scaling activities for at least 50% of the time charged for his/her slope scaling crew. The scaler foreman shall have a minimum of 3 years of high slope scaling experience with a minimum of 2,000 hours of demonstrated experience performing slope scaling. Scaler foreman shall have completed the American Red Cross "basic first aid" course, or equivalent, and shall have experience or training in the use of emergency remote rescue techniques.
- C. **Slope Scaler:** An individual who is engaged in accessing the slope face and removing loose rock and materials from the slope face using a variety of hand tools at locations that require modified rock climbing techniques for the safe prosecution of the work. Slope scalers shall have a minimum of 2 years experience with a minimum of 1,000 hours of demonstrated experience performing similar slope scaling work.

Approval or denial of the Contractor's qualifications and personnel will be made after review of the submittal. Slope scaling work shall not commence until approval of the Contractor's qualifications and work plan has been obtained in writing from the Engineer. The Engineer will suspend the work if the Contractor substitutes unqualified personnel for approved personnel during construction.

1.3 PROTECTION OF EXISTING FACILITIES

Existing structures, utilities, and other items of properties to remain shall be protected from damage during rock scaling. Any damage resulting from the Contractor's operations to existing structures, utilities, or other items of property shall be repaired by the Contractor, using materials and construction equal to or better than existing, all at the Contractor's expense and the satisfaction of the State.

Provide, install, and maintain all necessary signs, lights, flares, barricades, markers, cones, and other protective devices. Provide properly trained traffic control personnel and equipment necessary to comply with the traffic control plans. Take all necessary precautions for the protection, convenience, and safety of vehicles, people, and the surrounding properties. The existing slope and all other improvements shall be fully protected during the scaling operations. Exercise care when performing work next to existing infrastructure.

1.4 SUBMITTALS

The Contractor shall provide a detailed work plan of the slope scaling work, prior to any such activity, which includes the following items, as a minimum, for review by the Engineer. The Engineer shall have a minimum of 10 working days after receipt of the submittal to review and provide comments to the submittal. The work plan shall be approved by the Engineer prior to commencement of the slope scaling work. Include in the work plan the following:

- A. The proposed construction sequence and schedule to complete the slope scaling work in the allocated duration. Include work hours in compliance with Section 01019.
- B. The types of all equipment and hand tools to be used for the slope scaling and demolition activities.
- C. The number of slope scaling crew members to be employed on the project, including a list of names and qualifications for each member.
- D. Provisions to protect the public, facilities, utilities, adjacent roadway, personnel below the scaling area, and existing geological features in compliance with Section 01019.
- E. Method statement reflecting how the Contractor plans to perform the rock scaling and demolition work.
- F. Removal and disposal plan for debris generated from the slope scaling and demolition work at the end of each shift.
- G. Traffic Control and Flagging Plan in compliance with Section 01019.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 GENERAL

- A. The Contractor shall perform the slope scaling work according to the approved work plan and as directed by the Engineer. Maintain the minimum crew size specified and the number of slope scaling crews described in the work plan at all times. Any member of the slope scaling crew who must leave for any reason shall be replaced immediately by a qualified replacement. Do not perform slope scaling when the scaling supervisor is absent, unless an alternate supervisor meeting all the requirements of the scaling supervisor has been designated for the slope scaling work to continue. Deviation from these rules will result in non-payment.

- B. Rock slope scaling work shall begin only after erosion, traffic control and other protection measures are in place and operational.
- C. Start rock slope scaling at the top of the slope and proceed down slope, removing loose rocks and other debris as the work progresses. Material on the slope face that is loose, hanging, or creates a safety hazard to workers or the public shall be removed to the Engineer's satisfaction and as needed for safe execution of the work.
- D. Remove all rock debris that hang up on the slope during scaling operations at completion of the first pass of the slope scaling. Continue scaling of the slopes until the slope scaling has been completed to the satisfaction of the Engineer.
- E. Exercise care in the slope scaling work and avoid over-steepening the slope face that may cause instability of the slope. Contractor shall immediately stop all work and notify the Engineer should he/she encounter unsafe slope conditions that may constitute a potential rockfall.
- F. Dispose of all of the generated debris at no additional cost to the State. The Contractor shall make all necessary arrangements to obtain any required permit for the use of off-site disposal locations.
- G. The rock scaling crew supervisor shall be available to enable the Engineer to communicate with the slope scaling staff for safety considerations. Determine the number of slope scaling crews to be employed on this project based on the extent of the rock slope scaling to be performed and the duration available for performing the work as specified in the contract documents.
- H. All slope scaling staff shall be experienced in working on steep slopes with use of fall protection devices.
- I. Blasting is not required and will not be permitted on this project.

PART 4 - MEASUREMENT AND PAYMENT

4.1 MEASUREMENT

Rock slope scaling and demolition shall be paid on a lump sum basis, inclusive of all crew labor and proper disposal of material within the identified limits and as directed by the Engineer.

All mobilization and demobilization work, including installing fall protection anchors, lines, and devices; providing miscellaneous protection devices; and removing and cleaning up debris shall be considered incidental work and shall not be measured for payment.

4.2 PAYMENT

Rock slope scaling and demolition will be paid on a lump sum basis for the accepted work performed under this section and in accordance with the contract documents.

END OF SECTION

SECTION 02378

DRAPERY ROCKFALL NETTING SYSTEM

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

Furnish materials, labor, and equipment necessary to install the drapery rockfall netting system to the limits shown on the plans and as specified herein, in place, complete, and operational.

1.2 SUBSURFACE CONDITIONS

The Contractor should expect to encounter a broad range of subsurface materials when installing support anchors, including very hard rock, fractured rock, loose boulders, clinker, soil, and voids.

The Engineer has made only limited investigations of the subsurface conditions near where the work is to be performed under this contract and not within the area to be netted directly. The submission of the bid shall confirm that the bidder has carefully examined the work site and is familiar with the surface and subsurface materials or obstacles to be encountered. Logs of nearby borings are available on request. The contractor may also complete additional independent explorations of the site, with prior approval and coordination with the Engineer.

1.3 PREPARATION

Prior to installation of the drapery rockfall netting system, loose and unstable rocks within the netting system coverage area shall be scaled per Section 02232. Traffic control requirements and environmental protection measures shall be in place prior to beginning the work as required by Section 01019, Drawing No. C-2 and these contract documents.

1.4 SUBMITTALS

Submit six (6) sets of complete documents to the Engineer for approval. Include the following documents as well as the project name; contract number; and the manufacturer's name, address, and telephone number.

- A. Submit drapery rockfall netting system specifications, including manufacturer's drawings, certifications, all material data sheets, and installation guidelines. Include documentation for netting, anchors, wire ropes, and any miscellaneous materials. Also include written documentation from the manufacturer verifying that the drapery rockfall netting system as a whole will meet or exceed the requirements of this project.
- B. Submit proposed grout mix design specifications, including manufacturer's data sheets and

catalog cuts, plus the procedure and equipment used for placing the grout.

- C. Submit details of proposed drilling methods and equipment. Submit manufacturer's specifications for anchor materials and sizes and model numbers for drill bits.

The Contractor shall allow the Engineer 14 calendar days to review the submittals after they have been received.

PART 2 – PRODUCTS

2.1 MATERIAL SUPPLIERS

Supply materials from GeoBrugg AG, or a manufacturer regularly engaged in the manufacturing of slope stabilization systems used in similar applications and capacity, if an alternate is proposed and accepted. The manufacturer shall supply written evidence demonstrating certification of a quality assurance program upon request by the Engineer.

2.2 MATERIALS

- A Netting: The netting shall be Tecco® G65/3 mesh, or approved equivalent and shall meet the following minimum requirements:

The mesh shall be of woven construction and diamond-shaped with the ends of each wire formed into a loop, twisted and fastened together to prevent unraveling of the mesh. It shall be manufactured of high strength alloy steel wire with a minimum 0.118-inch (3 mm) diameter and the minimum tensile strength of the wire shall be 1,770 N/mm² (256,000 pounds per square inch) for Level 3 drawn Zn5Al wire per ASTM A-1007. The mesh shall have a minimal longitudinal tensile strength or load capacity of 150 kilonewtons per meter (10,278 pounds per foot) and a tensile strength of 12.5 kilonewtons (2,810 pounds).

The mesh shall be galvanized with a 95% Zinc to 5% Aluminum coating with a minimum weight of 0.410 oz/ft² (125 g/m²) per ASTM A-1007. The netting shall be powder coated flat black in color to 3 mil thickness.

- B Anchor System: the anchors shall be wire rope anchors meeting the minimum requirements listed below.

Wire rope anchors shall be double 1-inch minimum diameter wire rope of 6x19 construction (or equivalent), IWRC, Type 316 stainless steel (SS) strands with a minimum breaking strength of 80,000 lbs.

Wire rope anchors shall have a splayed distal end and a pressed ferrule and thimble at the exposed end. Anchors shall meet all minimum requirements for borehole diameter, embedment depth, spacing, and number as indicated by the drawings and these specifications.

All anchors shall be embedded and fully grouted to withstand a minimum pullout capacity of 20 tons. The Contractor may be required to pull-test up to 25% of all anchors at the discretion of the Engineer. All anchor testing shall be done in the field under the observation of the Engineer.

- C Boundary Wire Ropes: Boundary wire ropes shall be 6x19 construction (or equivalent), IWRC, Type 316 stainless steel (SS) strands with a minimum breaking strength of 58,000 lbs, shall have a minimum diameter of 7/8 inch, and shall be PVC coated, black in color, to 1/64 inch (3 mil) minimum film thickness. Boundary wire ropes shall be as shown in the plans.
- D Seam Rope: Seam ropes shall be per the manufacturer's recommendation, and shall be PVC coated, black in color, to 1/64 inch (3 mil) minimum film thickness. The seam ropes shall be laced through the panel openings and tensioned by hand to provide adequate contact between the panels and the support rope system.
- E Miscellaneous Materials: All miscellaneous materials, such as wire rope clips, thimbles, rings, bolts, nuts, washers, plates, shackles, ferrels, etc. shall be Type 316 stainless steel.
- F Anchor Grout: Grout for the anchors shall consist of cement grout capable of permanently developing the bond and internal strength necessary for the tensioning required for the project. Cement grout shall be a prepackaged non-shrink, non-metallic grout with a minimum compressive strength of 5,000 psi in three (3) days. Cement grout shall be capable of being hydraulically pumped to the bottom of the drill hole allowing it to rise upwards filling all cavities of the drill hole. Batch mixing shall be per the manufacturer's recommendations. Submit grout material information and compression test results, performed for the purpose of this project, to the Engineer for approval.

2.3 PROTECTION OF MATERIAL

The manufacturer shall suitably wrap, package or cover the materials at the factory or shop to prevent them from being adversely affected by dirt, water, oil, grease, abrasion or damage during shipment and handling.

- A. The contractor shall store wrapped or packaged items at the site above ground on a well-supported platform, and covered.
- B. All material shall be properly labeled by the manufacturer in order for the contractor to identify the system components easily with the manufacturer's design drawings to minimize installation time.
- C. All materials shall be shipped by the manufacturer to the job site via common carrier. The cost for shipping shall be included in the cost for the system.

PART 3 - EXECUTION

3.1 INSTALLATION

Install the drapery system in accordance with the requirements of the manufacturer and the contract documents.

- A. Slope Preparation: Prepare the area to receive the netting system per Section 02110 and 02232. No grubbing will be allowed unless authorized by the Engineer.
- B. Layout: Mark the limits of the drapery system in the field. Mark the proposed locations for the ground anchors according to the requirements of the contract documents. Request inspection of the proposed layout by the Engineer. Do not begin construction until the Engineer has inspected and approved the proposed layout.
- C. Anchors: Drill holes to receive the anchors to the following minimum specifications:
 - a. Minimum borehole diameter: 3 inches and per anchor manufacturer's recommendations and so to allow smooth insertion of tendon and even coverage and flow of grout.
 - b. Minimum depth: 10 feet (Contractor to determine the total anchor depth required to meet the specified pullout requirement and minimum embedment),
 - c. installation angle 10 to 20 degrees from horizontal
 - d. anchor spacing: maximum of 20 feet

Clean flush the drill holes of all drill cuttings, sludge, and debris with compressed air prior to inserting the anchor into the hole.

Install anchors at the center of the drilled hole. Install PVC centralizers every 4 feet along the anchor, with the first at 1'-0" from anchor bottom. Any installed anchor touching the side of the hole is grounds for rejection of the anchor at the Contractor's expense. Securely fasten the centralizers to the anchor prior to inserting into the bore hole.

Fill the hole with cement grout. Pump all grout from the bottom of the hole to the top using a grout tube. The grout tube must extend to the bottom of the hole, and shall remain

at the bottom of the hole until the hole is completely filled to the top. No top grouting shall be allowed. Remove grout tube immediately after grouting. Contractor shall revisit each grouted anchor hole after initial grouting operations and add more grout where determined necessary by the Engineer, during which the Contractor shall reinsert the grout tube and pump the additional grout from bottom to top similar to earlier grouting operations.

Grout socks shall not be allowed unless approved by the Engineer in writing. Use of grout socks shall be reviewed and approved by the Engineer on a case by case basis. Any anchors installed using grout socks without the Engineer's approval shall be rejected and replaced by the Contractor at no additional cost.

Provide the Engineer with a schedule of grouting at least 5 days prior to grouting. All grouting operations shall be performed according to the schedule and shall be observed by the Engineer. Grouting performed not in the presence of the Engineer shall be grounds for rejection of the anchor. Because site inspection services are allowed on a part-time basis, the Contractor shall pre-drill holes and cap them temporarily to prevent debris from falling in the empty holes. When the holes are ready for grouting, the Contractor shall, in the presence of the Engineer, provide proof of bore hole dimensions, blow the holes clean using clean compressed air, insert the anchor cables, and grout them in groups per the grouting schedule. Notify the Engineer in writing at least 5 working days prior for any changes to the scheduled grouting operation.

- D. Testing: Testing shall be performed against a temporary frame. No part of the yoke or load frame shall bear within 3 feet of the anchor. At the discretion of the Engineer, a number of anchors equivalent of up to 25% of total anchors installed may be tested. The Engineer shall choose which anchors will be tested. Testing may only be performed after the grout for the anchor has cured for at least 72 hours and attained the specified 3-day compressive strength, unless the Contractor submits for approval written documentation from a qualified testing laboratory verifying that the grout mix achieves the specified compressive strength in lesser time.

Anchor assemblies shall be pullout tested by the Contractor in the presence of the Engineer. A pullout test consists of incrementally loading the anchor assembly to the maximum test load or failure point, whichever occurs first. Failure point shall be the point where the movement of the anchor continues without an increase in the load or when the anchor has displaced 2 inches. The failure load corresponding to the failure point shall be recorded as part of the test data. The Engineer shall determine the test loading schedule at the time of testing. Maximum test load shall be up to 150% of the design test load.

During the load test, the Contractor shall monitor and record displacement of the anchors using a dial gage mounted securely to a frame. The Contractor shall align the dial gage generally parallel to the axis of the anchor. The dial gage shall be supported on a frame which is located a minimum distance of 3 feet from the anchor and test load reaction points. The gage shall be accurate to 0.001 inches. Each test load shall be held long enough until a stable reading can be obtained. Maximum test load shall be held until stable and for a minimum of 10 minutes.

The pullout test shall be conducted by measuring the test load applied to the anchor and the anchor end movement at each load.

Applied test loads shall be measured by the Contractor with either a calibrated pressure gage or a load cell. Movements at the end of the anchor shall be measured and recorded during the load tests.

Pressure gage shall have an accurately reading dial at least 6 inches in diameter. Each jack and its gage shall be calibrated as a unit with the cylinder extension in the approximate position that it will be at final jacking force, and shall be accompanied by a certified calibration chart. The gage shall have been calibrated within 1 year prior to use on the project.

Prior to testing, submit to the Engineer for approval a description of test setup and equipment to be used during testing and all calibration sheets.

The anchor shall be unloaded only after completion of the test.

If more than 10% of the anchors tested fail, all anchors shall be tested at the Contractor's expense. The Contractor shall replace all failed anchors at no additional cost to the State.

- E. Netting: Install the panels in accordance with the requirements of the manufacturer and the contract documents. Use of a helicopter to install the netting system shall be at the option of the Contractor.

Anchor the netting system first at the uppermost boundary of the slope area to be covered before draping and securing over the slope.

Place the netting panels on the slope in a manner that will follow the contours of the slope and minimize gaps and large voids between the mesh and the ground surface as directed by the Engineer. Place outcroppings or breaks in the slope surface to be restrained below the netting panels under the center of the panel or panels.

Fasten the netting panels together to create a uniform blanket when two or more panels are used at one site location. There shall be no discontinuity in the netting system. Connection of the net panels to each other shall be equal to or greater than the strength of the panel.

3.2 FINAL CLEANUP

All work areas shall be clean and free of grout and cement residue. Spilled grout shall be collected and disposed. All surplus earth and debris resulting from drapery system installation shall be secured or removed from the site. All equipment wash water shall be contained and disposed of off site. No wash water shall be dumped on site.

3.3 CERTIFICATE OF COMPLIANCE

The Contractor shall provide the Engineer with a Certificate of Compliance from the system manufacturer.

PART 4 – MEASUREMENT AND PAYMENT

Drapery rockfall netting system installation shall be measured per square foot of netting completely installed. All other costs of material, labor, and equipment shall be considered incidental work and shall not be measured for payment.

The cost for this work will be paid on a unit price basis per square foot of accepted drapery system in accordance with the contract documents.

END OF SECTION