State of Hawaii
DEPARTMENT OF LAND AND NATURAL RESOURCES
ENGINEERING DIVISION
1151 Punchbowl Street, Room 221
Honolulu, Hawaii 96813

ADDENDUM NO. 1

TO

JOB NO. D01CO99A
REPAIRS TO THE PILLBOXES ON LANIKAI TRAIL
OAHU, HAWAII

June 1, 2016

The items listed hereinafter are hereby made a part of the contract for the above project and shall govern the work, taking precedence over previously issued plans and specifications governing the items mentioned.

SPECIFICATIONS

1. Notice to Bidders; **DELETE** in its entirety and **REPLACE** with the attached Revised Notice to Bidders.
2. Proposal; **DELETE** in its entirety and **REPLACE** with the attached Revised Proposal.
3. Section 01019 GENERAL SPECIFICATIONS; **DELETE** in its entirety and **REPLACE** with the attached Revised Section 01019.

PLANS

(PDF copies of the revised plan sheets below can be downloaded from the HIePro website.)

Drawing No.	Description
S-0.1	Revised Roof Sealant Notes.
S-1.0	Added Location of Roof Supports & Notes.
S-1.1	Added Location of Roof Supports & Notes.

QUESTIONS AND CLARIFICATIONS

1. Sheet S-1.1 references a roof sealant, there are no specified materials listed. Can a product be specified for that area?
   a. **Response:** See "ROOFING SEALANT:" Notes on the revised Sheet S-0.1.

2. If the trail is closed for a maximum of 60 calendar days, are we correct in assuming that the Pillboxes will completely closed and off-limits to the public during that time?
   a. **Response:** The Contractor is responsible for the trail closure and securing the project site(s) from the public at all times for the duration of the closure. See Addendum No. 1 for the Revised General Specifications.

QUESTIONS AND CLARIFICATIONS (cont.)

3. Will the DLNR consider a "B" classification sufficient for this project?
   a. **Response:** The license requirement for this project has been revised to include a "B" license in addition to the general "A" license. See the Revised Notice to Bidders.

4. The Bid sheet list that there are 5 new roof supports to be installed (item no.7) , where are they to be placed? Sheet 2-1.1 shows existing metal support to remain where as detail 3/2-1.0 shows to replace, but there are no locations noted.
   a. **Response:** There are three (3) pillbox structures being repaired in this project labeled Station 29A, 29B & 29C. Each pillbox structure has two (2) existing metal supports. All the metal supports shall be replaced except for the one noted "to remain" on Station 29C on Sheet S-1.1.

ENGINEERING DIVISION

CARTY S. CHANG, P.E.
Chief Engineer

NOTICE TO BIDDERS
(Chapter 103D, HRS)

COMPETITIVE BIDS for Job No. D01CO99A, Repairs to the Pillboxes on Lanikai Trail Oahu, Hawaii shall be submitted to the Department of Land and Natural Resources, Engineering Division on the specified date and time through the Hawaii State e-Procurement (HIePRO). HIePRO is accessible through the State Procurement Office website at www.spo.hawaii.gov.

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

The project is located at the Lanikai (Kaiwa Ridge) Trail, Kaelepulu Dr, Kailua, Oahu, Hawaii.

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

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

The estimated cost of construction is $280,000.00.

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

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

Since the estimated value of the cost of construction is more than $250,000, the apprenticeship agreement preference pursuant to Hawaii Revised Statutes §103-55.6 (ACT 17, SLH 2009) shall apply.

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

P R O P O S A L (Revised)

FOR

DEPARTMENT OF LAND AND NATURAL RESOURCES
ENGINEERING DIVISION
State of Hawaii

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

_____, 20__

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

Dear Sir:

The undersigned, having carefully examined the local conditions and all available records and information covering conditions which may affect the cost of the work to be performed, and having carefully examined the Plans and Specifications, and other contract documents, hereby proposes to furnish and pay for all materials, tools, equipment, labor and other incidental work necessary for the rehabilitation of the two pillbox structures along the Lanikai Pilboxes Trail. Work includes concrete spall repairs, replacing the steel roof supports, installation of scuppers to one of the structures, as required or called for in this Proposal, all according to the true intent and meaning of the Notice to Bidders, Information and Instructions to Bidders, Proposal, Detailed Specifications, Interim General Conditions, Plans, and any and all addenda for:

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

on file in the office of the Engineering Division for the TOTAL SUM BASE BID (Items 1 to 12) of:

_____

_____Dollars ($_____)

and will fully complete all work under this contract within 180 consecutive calendar days from the date of written notice to proceed, including date of said order, said total sum being itemized on the following pages.

PROPOSAL (Revised)

Item No.	Quantity	Unit	Description	Unit Price	Total
1		LS	Clearing And Grubbing; including the removal of vegetation, trees and debris from site.		$_____
2		LS	Project Sign; in place complete		$_____
3		LS	Installation, Maintenance, Monitoring And Removal of BMPs		$_____
4	108	SF	Spall Repair Type I; in place complete.	$_____	$_____
5	175	SF	Spall Repair Type II; in place complete.	$_____	$_____
6	86	SF	Spall Repair Type III; in place complete.	$_____	$_____
7	5	EA	New Roof Support; including the removal of existing support & installation of steel wide flange, in place complete.	$_____	$_____
8	578	SF	Seal Roof; in place complete.	$_____	$_____
9		LS	Scupper Installation; in place complete.		$_____
10		LS	Removal of Shutter Fastener; including the repair of wall, in place complete.		$_____
11		LS	Trail Security.		$_____

Subtotal Base Bid (Items 1-11) $_____

12		LS	Mobilization and Demobilization (not to exceed 10% of the Subtotal Base Bid)	$_____

Total Sum Base Bid (Items 1-12) $_____

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.	*[Product Description, Manufacturer Name]*	(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.

DESCRIPTION	RECYCLED PRODUCT COST	NONRECYCLED PRODUCT COST
_____	$_____	$_____
_____	$_____	$_____
_____	$_____	$_____
_____	$_____	$_____

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

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

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

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

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

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

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

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

APPRENTICESHIP AGREEMENT PREFERENCE

1. If applicable to this project, any bidder seeking the preference must be a party to an apprenticeship agreement registered with the State Department of Labor and Industrial Relations (DLIR) at the time the bid is submitted for each apprenticeable trade the bidder will employ to construct the project. "Employ" means the employment of a person in an employer-employee relationship.
   a. The apprenticeship agreement shall be registered with the DLIR and confirm to the requirements of Hawaii Revised Statutes Chapter 372.

   b. Subcontractors do not have to be a party to an apprenticeship agreement for the bidder to obtain preference.

   c. The bidder is not required to have apprentices in its employ at the time the bid is submitted to quality 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 "apprenticeble occupation" pursuant to Hawaii Administrative Rules (HAR) § 12-30-5.

   a. The *Cerification Form 1* shall be authorized by an apprenticeship sponsor listed on the DLIR list of registered apprenticeship programs. "Sponsor" means an operator of an apprenticeship program and in whose name the program is approved and registered with the DLIR pursuant to HAR § 12-30-1.

   b. The authorization shall be an original signature by an authorized official of the apprenceship 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 *Cerificate 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 wihich 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.

CONSTRIBUTIONS BY STATE AND COUNTY CONTRACTORS PROHIBITED

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

CONDITION OF AWARD

It is understood that the award of the contract will be made on the basis of the lowest responsible Total Sum Base Bid (Items 1 to 12) selected by the Board of Land and Natural Resources. Write the total of bid items 1 to 12 on page P-1.

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

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

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

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

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

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

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

After the proposals are opened and read, the figures will be extended and/or totaled in accordance with the bid prices of the acceptable proposals and the totals will be compared. In the comparison of bids, words written in the proposal shall govern over figures and unit prices will govern over totals. Until the award of the contract, however, the right will be reserved to reject any and all proposals and to waive any defects or technicalities as may be deemed best for the interest of the State.

It is also understood and agreed that liquidated damages in the amount of One Hundred Fifty and No/100 ($150.00) for each and every calendar day in excess thereof prior to completion of the contract shall be withheld from payments due to the Contractor.

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

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

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

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

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

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

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

RECEIPT OF ADDENDA

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

Addendum	Date Received	Addendum	Date Received
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

SECTION 01019

GENERAL SPECIFICATIONS

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

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

1.2 GENERAL

A. Construction Lines, Levels and Grades: The Contractor shall verify all lines, levels and elevations indicated on the drawings before any clearing, excavation or construction begins. Any discrepancy shall be immediately brought to the attention of the Engineer, and any change shall be made in accordance with the Engineer's instruction. The Contractor shall not be entitled to extra payment for failing to report the discrepancies before proceeding with any work whether within the area affected or not.

B. Examination of Premises: The Contractor shall contact the Engineer and obtain permission before visiting the site.

C. Notices: The Contractor shall notify the Engineer and give at least three (3) working days notice before starting any work.

D. Disruption of Utility Services: All work related to the temporary disconnection of electrical system shall be pre-arranged with the Engineer so that any disruption of such services will be kept to a minimum. In the event temporary power hook-up is required, the Contractor shall provide the necessary services.

E. Contractor's Operations

1. The Contractor must employ, insofar as possible, such methods and means of carrying out the work so as not to cause any interruption or interference to the facility's operations. Where the Contractor's operations would result in interruptions which would hamper the operations of the facilities, the Contractor shall rearrange the schedule of work accordingly.

2. The Contractor shall maintain safe passageway to and from the facility's occupied rooms and other occupied spaces for the user agency personnel and the public at all times.

F. Trail Closure

1. The trail may be closed up to a maximum of sixty (60) calendar days. The Contractor shall coordinate the trail closure with DOFAW and the Engineer and shall give a minimum thirty (30) calendar days' advanced notice prior to the trail closure. It shall be the Contractor's responsibility to secure the project site and prohibit public access for the duration of the trail closure.

2. The Contractor shall provide security personnel to prohibit public access to the project sites (from both sides) when the trail is closed for construction work. The security personnel must be employees of an established security guard company doing business in the State of Hawaii for at least the past 12 months.

G. Parking Policy for Contractor

1. The Contractor and its employees will not be allowed to park in zones assigned to facility personnel.

2. Areas to be used by the Contractor shall be as designated by the Engineer. Any lawn damaged by the Contractor shall be restored as instructed by the Engineer at no cost to the State.

G. Toilet Accommodations: The Contractor may use the existing toilet facilities if so designated by the Engineer; however, it is the Contractor's responsibility to keep same clean and in a sanitary condition at all times. In addition, the following requirements of the State Department of Health (DOH) must be strictly adhered to in the Forest Reserve area:

1. Portable covered receptacles for fecal matter and urine, of the design and number specified by the DOH, shall be provided.

2. No employee will be allowed to deposit fecal matter or urine in any place except in these receptacles. Any infringement of this requirement shall result in immediate transfer or discharge of the offender or other disciplinary measures satisfactory to the Engineer.

3. All deposits in these receptacles shall be immediately covered with a chemical solution prescribed by the DOH. These receptacles, with their contents, shall be collected and removed for disposal at the close of each working day. The method of disposal must be satisfactory to the DOH to prevent contamination of any water supply, stream or other bodies of water.

4. The receptacles shall be thoroughly cleaned with water and the required chemical solution and then returned to the required places for service.

H. Protection of Property: The Contractor shall continually maintain adequate protection of all its work from damage and shall protect all property, including but not limited to buildings, equipment, furniture, grounds, vegetation, material, utility systems located at and adjoining the job site. The Contractor shall repair, replace or pay the expense of repair of damages resulting from its operations.

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

J. Safety: The Contractor shall carefully read and strictly comply with the requirements of the Hawaii Occupational Safety and Health Law, Chapter 396, Hawaii Revised Statutes, as amended, is applicable and made a part of the Contract.

K. Clean Up Premises: The Contractor shall clean up and remove from premises all debris accumulated from operations as necessary or as directed. See also Section 7.25 of the Interim General Conditions.

L. Responsibility

1. The State will hold the Contractor liable for all the acts of Subcontractors and shall deal only with the prime Contractor in matters pertaining to other trades employed on the job. The Contractor shall be responsible for coordinating the work of all trades on the job.

2. Should the Contractor discover any discrepancy in the plans or specifications, the Contractor shall immediately notify the Engineer before proceeding any further with the work, otherwise, the Contractor will be held responsible for any cost involved in correction of work placed due to such discrepancy.

M. Cooperation With Other Contractors: The State reserves the right at any time to contract for or otherwise perform other or additional work within the contract zone limits of this Contract. The Contractor of this project shall, to the extent ordered by the State, conduct its work so as not to interfere with or hinder the progress or completion of the work performed by other contractors.

N. Division of the Work: The Divisions and Sections into which these Specifications are divided shall not be considered an accurate or complete segregation of work by trades. This also applies to all work specified within each Section.

O. Drawings and Specifications

1. The Contractor shall not make alterations in the drawings and specifications. In the event the contractor discovers any errors or discrepancies, the Contractor shall immediately notify the Engineer in accordance with the General Conditions.
2. Where devices, or items, or parts thereof are referred to in the singular, it is intended that such reference shall apply to as many such devices, items or parts as are required to properly complete the work.

3. Specifications and drawings are prepared in abbreviated form and include incomplete sentences. Omission of words or phrases such as "the Contractor shall", "as shown on the drawings", "a", "an", and "the" are intentional. Omitted words and phrases shall be provided by inference to form complete sentences.

P. Required Submittals

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

2. The Contractor shall make a comprehensive list of the required submittals, by Specification Section, and submit this list to the Engineer within 15 days after notice to proceed.

3. As-Built Drawings: When as-built drawings are required for submittal, the following shall apply:

   a. As-built drawings, the intent of which is to record the actual in-place construction so that any future renovations or tie-ins can be anticipated accurately, shall be required.

   b. All deviations from alignments, elevations and dimensions which are stipulated on the plans shall be recorded in red on the as-built drawings.

   c. The following procedure shall be followed:

      1) Immediately after these changes are constructed in place, the Contractor shall record them on the field office plans.

      2) Within two weeks after final inspection of the project, the Contractor shall transfer the changes marked on the field office plans onto a clean copy of plans using a red pencil. Any deletions shall be so noted and redrawn as necessary. The Contractor shall stamp or mark the tracings "AS-BUILT", and also sign and date each drawing so marked.

      3) The Contractor shall submit the as-built drawings together with the marked-up field office plans to the Engineer.

      4) Any as-built drawing which the Engineer determines does not accurately record the deviation shall be corrected by the State, and the Contractor shall be charged for the services.

END OF SECTION