

**SPECIFICATIONS AND PROPOSAL**

**FOR**

**KAHULUI, PIER 1, ELECTRICAL UPGRADE AND STANDARDIZATION**

**KAHULUI HARBOR, MAUI, HAWAII**

**JOB P30253**

**STATE OF HAWAII**

**DEPARTMENT OF TRANSPORTATION**

**HARBORS**

**NOTICE TO BIDDERS**  
Hawaii Revised Statutes (HRS),  
Chapter 103D

The receiving of bids for **KAHULUI, PIER 1, ELECTRICAL UPGRADE AND STANDARDIZATION, KAHULUI HARBOR, MAUI, HAWAII, JOB P30253**, will begin as of the HIePRO Release Date. Bidders shall register and submit complete bids through HIePRO only. Refer to the following HIePRO link for important information on Vendor Registration: <https://hiepro.ehawaii.gov/welcome.html>.

The solicitation plans, specifications, proposal, and additional documents designated or incorporated by reference shall be available in HIePRO.

HIePRO OFFER DUE DATE AND TIME is August 31, 2026, at 2:00 p.m., Hawaii Standard Time (HST). **Bidders shall submit and upload the complete proposal to HIePRO prior to the offer due date and time. Proposals received after said due date and time shall not be considered. Any additional support documents explicitly designated as confidential and/or proprietary shall be uploaded as a separate file to HIePRO. Bidders shall not include confidential and/or proprietary documents as part of their proposal. The record of each bidder and their respective proposal shall be open to public inspection. FAILURE TO UPLOAD THE PROPOSAL TO HIePRO SHALL BE GROUNDS FOR REJECTION.**

The scope of work generally consists of the removal and replacement of existing electrical equipment, conductors, and conduit, and the installation of new concrete-encased conduit and conductors to serve existing high mast pole lights. The estimated cost of construction is \$3,100,000.

To be eligible for award, bidders shall possess a valid State of Hawaii General Engineering “A” or General Building “B” license **at the time of bidding**.

The Hawaii Department of Transportation, Air and Water Transportation Facilities Division, 2016 GENERAL PROVISIONS FOR CONSTRUCTION PROJECTS, applicable to this project are available on the internet at: <http://hidot.hawaii.gov/administration/con/>.

A virtual pre-bid conference is scheduled for July 15, 2026, at 9:00 a.m., HST. Interested bidders shall contact Jonathan Yee, Project Manager, directly at [jonathan.sw.yee@hawaii.gov](mailto:jonathan.sw.yee@hawaii.gov), no later than five working days prior to the scheduled pre-bid conference to receive the meeting invitation. All prospective bidders and/or their respective representatives are encouraged to attend, however, attendance is not mandatory. All information presented at the pre-bid conference shall be provided for clarification and information only. Any amendments to the solicitation shall be made by formal addendum and posted in HlePRO.

An optional site visit will be conducted on July 21, 2026, from 11:00 a.m. to 1:00 p.m., HST. Interested bidders shall contact Jonathan Yee, Project Manager, directly at [jonathan.sw.yee@hawaii.gov](mailto:jonathan.sw.yee@hawaii.gov), no later than five working days prior to the scheduled pre-bid site visit to receive invitation. All prospective bidders and/or their respective representatives are encouraged to attend, however, attendance is not mandatory. All information presented at the optional site visit shall be provided for clarification and information only. Any amendments to the solicitation shall be made by formal addendum and posted in HlePRO.

All Request for Information (RFI) questions and Substitution Requests shall be submitted in HlePRO **no later than August 5, 2026, at 2:00 p.m., HST**. RFI questions received after the stated deadline shall not be addressed. Substitution Requests received after the stated deadline shall not be considered. Verbal RFI(s) shall not receive a response. All responses to RFI questions shall be provided for clarification and information only and issued by formal addendum. Any amendments to the solicitation shall be made by formal addendum

and posted in HlePRO.

If there is a conflict between the solicitation and information stated in the pre-bid conference, pre-bid site visit, the meeting minutes, and/or the responses to RFI questions, the solicitation shall govern and control, unless as amended by formal addendum.

Apprenticeship Preference. A five percent bid adjustment for bidders that are party to apprenticeship agreements pursuant to HRS § 103-55.6 is applicable to this project.

Employment of State Residents on Construction Procurement Contracts. Compliance with HRS § 103B-3 is a requirement for this project whereby a minimum of 80 percent of the bidder's work force on this project shall consist of Hawaii residents.

Campaign Contributions by State and County Contractors. Contractors are hereby notified of the applicability of HRS § 11-355 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. For more information, contact the Campaign Spending Commission at (808) 586-0285.

Protests. Any protest of this solicitation shall be submitted in writing to the Director of Transportation, in accordance with HRS § 103D-701 and Hawaii Administrative Rules § 3-126.

The Equal Employment Opportunity Regulations of the Secretary of Labor implementing Executive Order 11246, as amended, shall be complied with on this project.

The U.S. Department of Transportation Regulation entitled "Nondiscrimination in Federally Assisted Programs of the U.S. Department of Transportation", Title 49, Code of Federal Regulations (CFR), Part 21, is applicable to this project. Bidders are hereby notified that the Department of Transportation shall affirmatively ensure that the contract entered into pursuant to this advertisement shall be awarded to the lowest responsible bidder without discrimination on the grounds of race, color, national origin, or sex (as directed by 23 CFR,

Part 200).

For additional information, contact Jonathan Yee, Project Manager, by phone at (808) 587-1956, or by email at jonathan.sw.yee@hawaii.gov.

The State reserves the right to reject any or all proposals and to waive any defects in said proposals in the best interest of the public.

  
DREANALEE K. KALILI  
Deputy Director of Transportation for Harbors

HIePRO RELEASE DATE : July 1, 2025

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## **INSTRUCTIONS FOR CONTRACTOR'S LICENSING**

"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 where 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. 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.

## SPECIAL PROVISIONS

The “General Provisions” are amended as follows:

### 1.3 DEFINITIONS

1. Section 1.3 Definitions: The definition for “Subcontractor” is amended by deleting it and replacing it with the following:

“Subcontractor – An individual, partnership, firm, corporation, or joint venture, or other legal entity, as licensed or required to be licensed under Chapter 444, Hawaii Revised Statutes, as amended, which enters into an agreement with the Contractor to perform a portion of the work.”

2. Section 1.3 Definitions: The definition for “Bid” is amended by deleting it and replacing it with the following:

“Bid – The offer of a Bidder, on the prescribed HDOT form, to perform the work and to furnish the labor and materials at the prices quoted.”

3. Add the following to 1.3 Definitions.

“HAWAII ePROCUREMENT SYSTEM (HIePRO) - The State of Hawaii eProcurement System for issuing solicitations, receiving proposals and responses, and issuing notices of award.”

### 2.7 REQUEST FOR SUBSTITUTION OF SPECIFIED MATERIALS AND EQUIPMENT BEFORE BIG OPENING is amended as follows:

1. The last sentence in the first paragraph (line 147 to 152) shall be replaced with the following:

"Where a bidder intends to use a material or equipment of an unspecified brand, make, or model, the bidder must submit a request to the Department for review and approval at the earliest date possible. As specified in the Notice to Bidders, all requests shall be posted as a question in HIePRO under the "Question and Answer" tab. Supporting documents for specific request shall be emailed to the Project Manager specified in the Notice to Bidders. Request must be posted to HIePRO and supporting documents received by the Project Manager no later than twenty-five (25) calendar days before the bid opening date."

2. The first sentence in the second paragraph (line 154 to 156) shall be replaced with the following:

“It shall be the responsibility of the bidder to submit sufficient evidence based upon which a determination can be made by the Department that the alternate brand is a qualified equivalent.”

2.8 PREPARATION AND DELIVERY OF BID is amended as follows: Last Paragraph (line 189 to 192) shall be replaced with the following:

**“Bidders shall submit and upload the complete proposal to HiePRO prior to the bid opening date and time. Proposals received after said due date and time shall not be considered. Any additional support documents explicitly designated as confidential and/or proprietary shall be uploaded as a separate file to HiePRO. Bidders shall not include confidential and/or proprietary documents with the proposal. The record of each bidder and respective bid shall be open to public inspection. Original (wet ink, hard copy) proposal documents are not required to be submitted. Contract award shall be based on evaluation of proposals submitted and uploaded to HiePRO.**

**FAILURE TO UPLOAD THE COMPLETE PROPOSAL TO HiePRO SHALL BE GROUNDS FOR REJECTION OF THE BID.**

If there is a conflict between the specification document and the HiePRO solicitation, the specifications shall govern and control, unless otherwise specified.”

2.11 BID SECURITY is amended by deleting (a) and replacing it with:

“(a) Unless directed otherwise in the invitation for bids, each bid shall be accompanied by bid security which is intended to protect the Department against the failure or refusal of a bidder to execute the contract for the work bid or to supply the required performance and payment bonds. Bid security shall be in an amount equal to at least five percent of the base bid and additive alternates. Bid security shall be in one of the following forms:

- (1) A deposit of legal tender;
- (2) A valid surety bid bond, underwritten by a company licensed to issue bonds in the State of Hawaii, in the form and composed, substantially, with the same language as provided herewith and signed by both parties; or
- (3) A certificate of deposit; credit union share certificate; or cashier’s, treasurer’s, teller’s, or official check drawn by or a certified check accepted by a bank, savings institution, or credit union insured by the Federal Deposit Insurance Corporation (FDIC) or the National Credit Union Administration (NCUA) and payable at sight or unconditionally assigned to the Department. These instruments may be utilized only to a maximum of one hundred thousand dollars (\$100,000.00). If the required amount totals over one hundred thousand dollars (\$100,000.00), more than one instrument not exceeding one hundred thousand dollars (\$100,000.00) each and issued by different financial institutions shall be accepted.

**If bidder elects options (1) or (3) above for its bid security, said bid security shall be in its original form and shall be submitted before the bid deadline to the Contract Office, Department of Transportation, Aliiimoku Hale, 869 Punchbowl Street, Room 103, Honolulu, Hawaii 96813. Original surety bid bonds do not need to be**

**submitted to the Contracts Office. Bidders are reminded that a copy of its surety bid bond shall be included with its bid submitted and uploaded to HiePRO.”**

Delete 2.12 PRE-OPENING MODIFICATION OR WITHDRAWAL OF BIDS in its entirety and replace with the following:

“2.12 PRE-OPENING MODIFICATION OF WITHDRAWAL OF BIDS. Bids may be modified or withdrawn prior to the bid opening date and time. Withdrawal or revision of proposal shall be completed and submitted and uploaded to HiePRO prior to the bid opening date and time.”

2.14 PUBLIC OPENING OF BIDS is amended by deleting 2.14 PUBLIC OPENING OF BIDS in its entirety.

STATE OF HAWAII  
DEPARTMENT OF TRANSPORTATION  
HONOLULU, HAWAII

**SPECIFICATIONS**

**PART I**

**GENERAL PROVISIONS**

The Hawaii Department of Transportation AIR and WATER Transportation Facilities Division General Provisions for Construction Projects dated 2016 is not physically included in these specifications. The General Provisions are available at

<http://hidot.hawaii.gov/administration/con/>

STATE OF HAWAII  
DEPARTMENT OF TRANSPORTATION  
HARBORS

SPECIFICATIONS

PART II

TECHNICAL PROVISIONS

## ARTICLE X – PROJECT DESCRIPTION

### 10.0 CONTENTS

This Article X includes the following subsections:

- 10.1 GENERAL
- 10.2 SCOPE OF WORK
- 10.3 DIRECTOR
- 10.4 HARBORS DIVISION CONSTRUCTION ENGINEER
- 10.5 (not used)
- 10.6 CONTRACTORS RESPONSIBILITY
- 10.7 STANDARD SPECIFICATIONS AND APPROVED EQUAL
- 10.8 PERMITS
- 10.9 SHOP DRAWINGS
- 10.10 MODIFICATIONS TO PLANS AND SPECIFICATIONS
- 10.11 (not used)
- 10.12 LAYOUT OF WORK
- 10.13 TESTING
- 10.14 HARBOR OPERATIONS
- 10.15 WATERWAYS
- 10.16 AS-BUILT DRAWINGS
- 10.17 BEST MANAGEMENT PRACTICES
- 10.18 CONSTRUCTION ACCESS
- 10.19 WORKING HOURS
- 10.20 CONSTRUCTION SCHEDULES
- 10.21 HARBORS SECURITY
- 10.22 (not used)
- 10.23 (not used)
- 10.24 MEASUREMENT AND PAYMENT

### 10.1 GENERAL

The work to be done under this contract shall include the furnishing of all labor, materials and equipment, and the supervision and services necessary to construct, complete in place, ready for use, all items of work in accordance with the drawings and these specifications. The Bid shall include the total work as shown or specified.

Bidders are encouraged to examine the existing conditions at the project site to familiarize themselves with the nature and extent of work involved. For questions and clarification of the work involved, call the Harbors Project Manager, Mr. Jonathan Yee, phone no. (808) 587-1956 or at [jonathan.sw.yee@hawaii.gov](mailto:jonathan.sw.yee@hawaii.gov).

### 10.2 SCOPE OF WORK

In general, the work shall include but not be limited to the following items of work:

- A. Mobilization and Demobilization - Sixty percent (60%) of the mobilization and demobilization lump sum bid price in the Proposal Schedule shall be paid to the Contractor upon completion of mobilization at the work site. The remaining forty

percent (40%) shall be provided upon demobilization from the work site and fulfilling all Contract requirements.

- B. Environmental protection – Includes all materials, labor, maintenance, reporting necessary to prepare and provide the following: detailed Site-Specific Best Management Practice plan; compliance with all applicable federal and other state and county permit conditions; all other requirements noted in the contract plans and specifications.
- C. New Work – Includes ALL items included in the Contract Documents to replace the electrical distribution equipment, wire, conduit, feeders to the light poles, and related improvements complete and in place. Includes all site work, trenching, backfilling, AC pavement repair, permits, testing, reporting, phasing, sequencing, coordination with Maui District operations, site coordination, temporary measures and controls, demolition, removals, relocation, salvaging, reinstallation, coordination, and all incidentals as required and necessary to prepare the site and to construct the Work and all its systems complete and in place. Contractor to submit a schedule of values for review and approval.

### 10.3 DIRECTOR

The term "Director" as used in these Specifications shall mean the Director of Transportation or their authorized representative.

### 10.4 HARBORS CONSTRUCTION ENGINEER

The term "Harbors Division Construction Engineer," "Harbors Construction Engineer," "Construction Engineer" or "Engineer," as used in these Specifications shall mean the Construction Engineer for Harbors Division, State Department of Transportation, or their authorized representative. The name and contact information for the Construction Engineer will be provided just prior to, or at, the Pre-construction meeting.

### 10.5 (not used)

### 10.6 CONTRACTOR'S RESPONSIBILITY

- A. General: The Contractor shall comply with all applicable Federal, State and County laws, including Hawaii Public Health regulations, and all local laws and regulations concerning pollution control and abatement. No burning of debris and/or waste materials shall be permitted on the project site. The Contractor shall be responsible for all dust control. Dust shall be kept within acceptable levels at all times. Noise shall be kept within acceptable levels at all times in accordance with the State of Hawaii Department of Health requirements.

The Contractor shall be responsible for all damages to harbor and adjacent facilities caused by the Contractor's operations as well as those of its sub-contractors, suppliers, and any other parties associated with its work. The Contractor shall, at their own expense, make prompt restitution for damages to items caused by their operations or negligence. The Contractor shall hold the State and its Consultants harmless for all claims from such loss or injury.

The Contractor shall provide, erect, and maintain warning signs, lights, barricades, fences, crowd control barriers, and/or other means as necessary to prevent unauthorized persons and the general public from wandering onto the construction area where they may suffer injury or create a hazard to the construction operations or the work. The Contractor shall take all necessary precautions for safety in their operations and to prevent injury to their employees and to others having lawful access to the construction area. This work shall be done at no cost to the State and shall be considered incidental to the various item of work.

The Contractor shall coordinate all work with the Harbors Division Construction Engineer and District Manager and shall conform to all harbor regulations affecting their operations.

The Contractor shall verify conditions in the field prior to ordering any materials. The existing conditions are based on the best available information. The Contractor shall make no claim for extra compensation should actual existing conditions differ from those shown on the plans and specifications.

- B. Safety Requirements: The Contractor must be familiar with, and shall at all times conform to, all applicable health and safety regulations, including all OSHA standards. The Contractor shall submit, to the Harbors Engineer, a Health and Safety Plan within (30) calendar days after the award of contract for review and acceptance. The Contractor shall not be allowed to commence work until the Health and Safety Plan has been accepted by the Harbors Engineer.

The Contractor shall require its employees, subcontractors, and agents to comply with all applicable Federal, State, and local health and safety laws and regulations.

Acceptance of the Health and Safety Plan by the Harbors Construction Engineer shall not relieve the Contractor from its responsibility of complying with Federal, State and local occupational health and safety laws and regulations. The Contractor is solely responsible for its compliance, and ensuring that its employees, subcontractors and agents also comply, with all applicable Federal, State and local occupational health and safety laws and regulations.

The Contractor shall be familiar with any and all Federal, State and local safety and drug-free workplace regulations and shall comply with all applicable provisions and amendments. Failure to do so will result in immediate discontinuation of any, or all, parts of the operation that are in violation until compliance is achieved

1. Precautions at the Jobsite: The Contractor shall take all necessary precautions to protect the workers, invitees and the public, and shall provide, where reasonable and necessary, barriers, guards, temporary bridges, respiratory equipment and lights. The Contractor shall require all personnel to wear hard hats, safety boots, and appropriate clothing while in any work area. In addition, personnel shall utilize safety harnesses, lines, and other restraint devices as required when working at either excessive heights or depths as defined by OSHA regulations. The Contractor must provide bull rails, or portable concrete barriers (jersey barrier or k-rail) per DOT Highway Standard Plan T-42 or equal accepted by the Harbors Construction Engineer,

along unprotected waterside edges of aprons and bulkheads, except where vehicles are prohibited.

When working around existing piping or conduit, the Contractor shall first tone the area to determine underground line locations. Special care shall be taken during excavation to avoid all buried lines, cables, utilities, cathodic protection cables and conduit, and to maintain the minimum distance from existing cables, conduits and pipe.

2. Fire Safety: The Contractor's personnel shall be familiar with location and use of firefighting equipment, including blankets, extinguishers, hose and dry powder agents. Smoking materials or other sources of flame or heat should be immediately extinguished in the event of any accident or equipment failure resulting in the release of flammable vapor or liquids. Fire safety equipment shall be provided by the Contractor as may be required by the local, State or Federal authorities.

The Contractor shall not store equipment or park vehicles in a way that obstructs fire lanes nor blocks fire exits from office structures, equipment buildings, or fenced areas.

3. Mechanical Safety: Dangerous parts of equipment shall be indicated by safety colors or warning signs. Extreme care shall be exercised in operating mobile or moving equipment.
4. First Aid: The Contractor shall ensure that all employees are aware of the locations and use of first aid equipment. Local emergency telephone numbers for ambulance, fire department and law enforcement agencies shall be posted in prominent places. The Contractor shall provide all necessary first aid equipment, including a first aid kit in its vehicles.
5. Firearms and Alcohol: Absolutely under no circumstances shall unprescribed, controlled substances, alcohol or firearms of any type be present or carried in vehicles by Contractor's personnel. Any of these items found in the possession of any person shall be grounds for immediate removal from the jobsite and/or dismissal of that person from the job.
6. Accidents: In the event that an accident or injury occurs at the jobsite, the Contractor shall immediately notify the State of the occurrence. A complete accident report, including photographs of the accident site, shall be provided to the State within two (2) weeks of the occurrence.
7. Jobsite Invitees: The Contractor shall be responsible for the safety of the personnel of any of its Subcontractors, vendors, suppliers, agents or other invitees who enter the job site area and the Contractor shall require said invitees to comply with the requirements of this Section. The Contractor shall notify the State of invitees in advance.

## 10.7 STANDARD SPECIFICATIONS AND APPROVED EQUAL

The term "Standard Specifications," as used in these Technical Provisions of these Specifications, shall mean the "Hawaii Standard Specifications for Road and Bridge Construction, Department of Transportation Highways Division, Honolulu, Hawaii, 2005," and all subsequent amendments.

The term "approved equal" as used in the Technical Provisions of these Specifications and Plans shall mean "an equal approved by the Director in writing."

These specifications and/or plans may specify equipment, articles or materials under a trade name or the name of a manufacturer and his information catalog. The use of alternatives or substitutions of equal quality and characteristics for the purpose intended will be permitted, upon acceptance of the Director, in accordance with the requirements of the General Provisions.

Please note that these requirements include certain deadlines for requests on use of alternatives before bid opening and/or justification for substitutions after the bid opening. The Director also reserves the right to deny any request they deem irregular or not in the best interests of the State.

## 10.8 PERMITS

The Contractor is responsible for complying with all permit requirements for the project and it shall ensure that all permits remain valid and that all permits are renewed in a timely manner, throughout the duration of the project.

- A. Work Permit: The Contractor shall obtain all permits for all operations on piers, wharves, and aboard vessels including welding and burning. The Contractor shall obtain the permits required for this work directly from the District manager. The Contractor shall apply and obtain the Ashore and Vessel Hot Work Permit from Harbors Division Maui District.
- B. Noise Permit: That Contractor shall apply for, and obtain, a Community Noise Permit and/or Variance, for any work that the contract requires, or the contractor proposes, to perform outside of normal working hours; whichever is required by the State of Hawaii Department of Health for such work and is responsible for providing any submittals and materials, and to undertake all efforts and tasks, required by the Department of Health for Permit and/or Variance approval.
- C. The Contractor also shall consult applicable County, State, and other governmental agencies for required permits, charges and fees. The Contractor shall apply for, and obtain, any permits necessary for it to perform all work required under the contract and is responsible for preparing and furnishing any information needed to complete any permit applications, as well as for paying any permit filing fees and charges, imposed by the permitting agencies as conditions for approval.

The Contractor shall submit one (1) PDF copy of all permits to the Harbors Construction Engineer no later than two working days after receipt of any approved permit.

The Contractor must comply with all conditions and requirements imposed by all clearances and permits listed above, or obtained for and in association with the project, and the Plans and Specifications.

#### 10.9 SHOP DRAWINGS

The Contractor shall prepare shop drawings and submit PDF files to the Engineer for review. Hard copies are not required. Review of shop drawings is for general conformance with the design concept of the project contract documents and does not relieve the Contractor of his responsibility to provide all work in accordance with the plans and Specifications.

The Contractor shall prepare, thoroughly check, and submit to the Engineer for review and approval, shop drawings detailing the permanent and temporary work. The Contractor shall submit shop drawings for review in a timely manner, at the earliest possible date.

The Contractor shall not make changes to the accepted shop drawings without the written approval of the Engineer. The State will return the shop drawings within a reasonable amount of time, a minimum of two (2) weeks, depending on the complexity of the review. An extended review period shall not be used as a basis of a claim for extra compensation or contract time extensions.

#### 10.10 MODIFICATIONS TO PLANS AND SPECIFICATIONS

The Contractor and their Subcontractors must submit in writing any requests for modifications to the Plans and Specifications. Shop drawings that are submitted to the design professional for review do not constitute "in writing" unless it is brought to the attention of the design professional that specific changes are being suggested. In any event, changes to the Plans and Specifications by means of shop drawings become the responsibility of the person initiating the changes. The Contractor shall be responsible for coordinating and making all necessary revisions to the work of all trades to suit the modifications requested.

Construction changes completed without written acceptance by the Harbor's Construction Engineer will be at the Contractor's risk. All costs associated with unauthorized construction changes shall be the responsibility of the Contractor.

#### 10.11 (not used)

#### 10.12 LAYOUT OF WORK

The Contractor shall layout their work from reference points and bench marks indicated on the plans and shall be responsible for all measurements in connection therewith. The Contractor shall furnish all equipment and materials required to establish and maintain all lines and grades as called for in the plans or as required in the process of construction. The Contractor shall be responsible for the proper and accurate layout of the work and for the preservation of stakes and other marks. All survey work shall be performed by a Surveyor licensed in the State of Hawaii for a minimum of 20 years.

### 10.13 TESTING

The Contractor shall hire an independent certified testing agency to perform all testing required under these specifications. Testing agency shall be subject to the acceptance of the Director. The Contractor shall be responsible for costs associated with testing, and for the submittal of test results.

Testing results shall be submitted for review by the State's Construction Engineer in a timely manner so as not to affect the construction schedule.

### 10.14 HARBOR OPERATIONS

All work shall be coordinated with the Harbors Construction Engineer. Before work is started, the Contractor shall submit a work schedule to the Director for acceptance.

Bidders can obtain information on scheduled shipping activities from [www.portcall.com](http://www.portcall.com) and as confirmed by the Harbors Division Maui District Manager. Shipping activities will take precedence over the Contractor's activities. The Contractor shall be aware of the shipping schedule in advance of submitting a bid. The Contractor's construction schedule shall incorporate potential down times that may result from schedule conflicts with construction activities.

The Contractor shall be aware of all harbor activity occurring at each pier, and shall suspend work in order to accommodate all harbor operations.

The Contractor shall ensure that their bid price includes the cost to cover all delays in their work, demobilization costs, and remobilization costs, due to vessel schedules.

Arrangements for work and storage areas within the harbor area shall be made with the Engineer and District Manager. The Contractor shall be responsible for maintaining the work and storage areas and, if necessary, shall restore these areas to their original condition at their expense and to the satisfaction of the Harbors Division in the event any damage results from his operations. The Contractor shall conduct the work in a manner that will not interrupt or otherwise interfere with full operations of the adjoining existing facilities. The Contractor shall at their own expense, make prompt restitution for damages to these facilities, and payment for loss or injury suffered by users thereof, caused by the Contractors operations or negligence, holding the State harmless therefrom.

The Contractor shall give the Harbors Division District Manager and the Construction Engineer at least 2 weeks prior notice at each location, whenever its work will render a portion of the pier unusable.

### 10.15 WATERWAYS

The Contractor shall use all proper precautions and methods of procedure in their operations to ensure that no debris or other deleterious materials be allowed to fall, flow or otherwise enter State waters, or drainageways or drainage systems that discharge into State waters. The Contractor shall notify the State Department of Health and the State's Construction Engineer of any petroleum, oil, or hazardous material spills

immediately. Any petroleum or oil spills shall be immediately remediated to the satisfaction of the Director.

## 10.16 AS-BUILT DRAWINGS

### A. Description:

1. As-built drawings shall refer to those documents maintained and annotated by the Contractor during construction and shall be defined as (1) a neatly and legibly marked set of contract drawings showing the final location of piping, structures, equipment, electrical conduits, outlet boxes and cables; (2) additional documents such as RFI responses, schedules, lists, drawings, and electrical and instrumentation diagrams included in the specifications; additional documents placed on reproducible vellum (post-contract drawings); and (3) Contractor layout and installation drawings.
2. As-built drawings shall be full-sized and maintained in a clean, dry, and legible condition. As-built drawings shall not be used for construction purposes and shall be available for review by the Construction Engineer on a monthly basis and may hold up payment if not maintained. The review will take place during normal working hours at the Contractor's field office.

### B. General:

1. The Contractor shall keep a record of all field changes that occur during the project on two (2) full-sized sets of the contract plans to be kept at the job site. No partial payments will be allowed unless these changes are reflected on both sets of plans, and the plans must be current and kept up to date.
2. The Contractor shall be responsible for furnishing its own 100 percent (full) size as-built drawings set based on the latest Contract Documents. The Contractor shall incorporate any post contract drawings issued under Field Orders, responses to Requests for Information, or as part of Contract Change Orders, into both copies of the as-built plans.
3. Marking of the as-built drawings shall be kept current and annotations, to the as-built drawings, shall be done at the time the material and equipment are installed. These annotations shall be made with an erasable colored pencil conforming to the following color code:
  - a) Additions and deletions shall be marked in red.
  - b) Comments, as well as dimensions, shall be marked in blue.
4. All deviations from the contract drawings as a result of any and all Addenda, Field Orders, Requests for Information (RFI's) and approved Contract Change Orders shall be annotated on all affected drawings.
5. Annotations to the as-built drawings shall reference the specific Addendum number, Field Order number, Request for Information number, or the Contract Change Order number. Annotations without these reference numbers will not be considered complete.

C. Submittals

At the completion of the work, the Contractor shall transmit both copies and PDF/A files of the as-built drawings to the Harbors Construction Engineer as a Submittal. The Contractor shall stamp both sets of drawings with the words "As-Built Drawings" and said stamp shall include a statement signed by the Contractor certifying that the drawings accurately and completely reflect the work as constructed. The stamp format and wording shall be submitted to the Construction Engineer for prior acceptance. Final payment, as well as full payment for Demobilization, will not be released until both copies of the As-Built Drawings and PDF/A files are received and accepted by the Construction Engineer.

10.17 BEST MANAGEMENT PRACTICES

- A. The Contractor must follow standard best management practices (BMPs) for air pollution, water pollution, noise and solid waste control, as required by Federal, State and County regulations, to protect the environment from the effects of construction activity, including prohibiting any construction debris or other deleterious materials to fall, flow or otherwise enter the water.
- B. The Contractor shall submit a site-specific best management practices (BMP) plan to the Construction Engineer before work begins. The plan shall satisfy the (applicable) requirements of ARTICLE XIII - TEMPORARY WATER POLLUTION, DUST, AND EROSION CONTROL. The plan shall describe and detail all methods and procedures to be used to prevent air and water pollution, including preventing any materials, wastes and debris from entering any adjacent storm drain system and harbor waters to the satisfaction of the Harbors Division and the State of Hawaii Department of Health (DOH). The Contractor shall revise the BMP plan, at no additional cost to the State, should it be determined by the Construction Engineer and DOH that the plan is insufficient to prevent pollution.
- C. The Contractor shall comply with the Clean Water Act and the State Harbors Division Stormwater Management Program. No pollutant is allowed to be discharged directly or indirectly through the Harbors small MS4 or other potential pathway into harbors waters.
- D. All groundwater that is removed as part of dewatering activities shall be removed off site in a tanker truck and properly discharged in accordance with State and County laws.
- E. In case of release of hazardous substance, oil, or encounter of contaminated soil, the Contractor shall notify appropriate facility personnel, emergency response agencies, and regulatory agencies following notification procedures, and shall notify Harbors Construction Engineer immediately (i.e. within 24 hours). Contact information must be in locations that are readily accessible and available.
- F. The Contractor shall reimburse the State of Hawaii within 30-day for the full amount of all outstanding costs incurred by the State of Hawaii and Federal government agencies for all citations or fines received as a result of the Contractor's non-compliance with regulations.

## 10.18 CONSTRUCTION ACCESS

- A. General: The Contractor shall show all access routes to and from the construction site, including specific travel routes within the project area. The access routes shall be accepted by the Construction Engineer prior to the start of construction.

Access for construction vehicles will be allowed at the main entry of the project area, or as directed by the Harbors Construction Engineer. The Contractor shall be responsible for ensuring that access is controlled in such a manner as to allow the safe passage of construction vehicles to and from the site.

The access routes will not be measured or paid for separately but will be considered incidental to the various contract items in the Proposal Schedule.

The State does not warrant or guarantee that areas, beyond or outside of the project limits, except as indicated below, and of such size and location that meets the requirements desired by the Contractor for work or storage, will be available to the Contractor within or for the duration of the project. The Contractor is solely responsible for assessing its requirements for work and storage area(s) and for securing such work or storage areas, outside of or beyond the project limits, if it deems that such areas are necessary for it to perform the contract work. The Contractor shall conduct the work in a manner that will not interrupt or otherwise interfere with full operations of the adjoining existing facilities. The Contractor shall at their own expense, make prompt restitution for damages to these facilities, and payment for loss or injury suffered by users thereof, caused by the Contractor's operations or negligence, holding the State harmless therefrom.

The Contractor shall coordinate access with the Harbors Maui District Manager and Construction Engineer. If the Contractor is required to use an alternative access, the State shall not incur any additional cost on the designated access. The Contractor shall comply with all of Harbors Division security and safety requirements. For additional information, see Section 10.21.

All Contractor personnel who are intending to work on site will be required to have an active Transportation Worker Identification Credential (TWIC) card.

## 10.19 WORKING HOURS

The Contractor shall coordinate their work to minimize interferences with harbor operations. All work shall be coordinated and scheduled with the Harbors Construction Engineer.

## 10.20 CONSTRUCTION SCHEDULES

The Contractor shall submit within ten (10) calendar days after award of contract, the following schedules:

A. Detailed Construction Schedule:

1. The detailed construction schedule shall be based on a detailed critical path analysis of construction activities and sequence of operations noted for the orderly performance and completion of any separable parts of any work and all work in accordance with the Contract. The schedule shall be Critical Path Method (CPM) in the form of an arrow diagram and activity listing. The network diagram shall show in detail and in orderly sequence all activities on a time scale, their descriptions, durations and dependencies, necessary and required to complete all work and any separable parts thereof. The schedule shall show in detail the following information for each activity.
  - a) Identification by code numbers and description;
  - b) Duration;
  - c) Craft and Equipment;
  - d) Earliest start and finish dates;
  - e) Latest start and finish dates;
  - f) Total and free float time; and
  - g) Highlighted Critical Path
2. The schedule shall be complete in all respects, covering in addition to activities at the site of work, off-site activities such as design, fabrication, and procurement of equipment; the scheduled delivery dates of such equipment; submittal and acceptance of shop drawings and samples; ordering and delivery of materials; inspections; and testing. The schedule shall also include a manpower forecast by crafts. The detailed construction schedule shall be supplemented by a three-week schedule prepared by the Contractor and submitted to the Engineer on a weekly basis. The Contractor shall promptly inform the Engineer with a revised schedule and cash flow diagram within ten (10) calendar days after acceptance of such change.
3. The Contractor shall coordinate with the Engineer regarding phasing of any of the work, and to ensure that such phasing will not affect the operations of the harbor, the electrical system, water system, or any other aspect of the harbor operations. The schedule shall reflect all phasing. The Contractor shall provide temporary lighting as required.\
4. The schedule shall be kept up to date, considering the actual progress of work and shall be updated at a minimum every thirty (30) calendar days, or if any significant changes are made. The updated schedule shall, as determined by the Engineer, be sufficient to meet the requirements for the completion of the separable parts of work and the entire projects as set forth in the contract.
5. If at any time during the progress of the Work, the Contractor's actual progress appears to the Engineer to be inadequate to meet the requirements of the contract, the Engineer will notify the Contractor of such imminent or actual noncompliance of the contract. The Contractor shall thereupon take such steps as may be necessary to improve their progress and the Engineer may require an increase in the labor force, the number of shifts, and/or overtime operations, days of work and/or the amount of construction plants all

without additional costs to the State. Neither such notice by the Engineer nor the Engineer's failure to issue such notice shall relieve the Contractor from their obligation to achieve the quality of work and rate of progress required by the contract. Failure of the Contractor to comply with instructions of the Engineer under these provisions may be grounds for determination by the State that the Contractor is not prosecuting work with such diligence as will assure completion within the times specified. Upon such determination, the State may employ labor and equipment and charge the Contractor for the cost thereof, including depreciation for plant and equipment or may terminate the Contractor's right to proceed with the performance of the contract, or any separable part thereof, in accordance with the applicable provisions of the contract.

6. The Contractor shall submit to the Engineer one (1) electronic file (pdf) of the detailed construction schedule and of each revised schedule submitted thereafter.

**B. Schedule of Cost Loading and Cash Flow Projection:**

1. Along with the Project Schedule submittal, and each Monthly Updated Project Schedule and subsequent revisions, the Contractor must also submit a Schedule of Cost Loading and Cash Flow Projection which shall show the following:
  - a) The amount(s) billed for each of the previous months, the amount(s) being billed in the current month, and the anticipated amount(s) to be billed for each item during each of the remaining months for the duration of the project, for each of the individual bid items as well as the total amount of work.
  - b) Running total amount of work completed for each of the previous months, the running total amount of work completed as of the current month, and running total amounts expected to be accomplished at each of the remaining months of the project.
  - c) Retainage amount withheld for each of the previous months, for the current amount, and amount anticipated to be withheld for each of the remaining months of the project.
  - d) The net payment requests, accounting for amounts paid to date, retainage and monies withheld if any, for the previous months, the current month, and expected net payment requests for each of the remaining months of the project.
2. The Schedule shall be shown in tabular format and in graphic format.
3. There must be a strict correlation between the Detailed Construction Schedule and the Schedule of Cost Loading and Cash Flow Projection. The timeline(s) when individual bid items are being shown as billed against, and billed for the full amount, on the Schedule of Cost Loading and Cash Flow Projection must be match the dates when activities associated with these bid

items are shown to occur, and be completed, on the Detailed Construction Schedule.

4. The Engineer may, at their sole discretion, request the Contractor to explain in detail the procedure used to develop the Schedule. The procedure is subject to the review and acceptance of the Engineer. Receipt and acceptance of the Schedule and Summary methodology is a condition precedent to the making of any payments under the Contract. Therefore, failure to submit an acceptable methodology for the Schedule, as well as a Schedule based on a methodology accepted by the Engineer, shall be cause for withholding any progress payments due under this Contract.
5. The Contractor must submit an updated Schedule of Cost Loading and Cash Flow, with each payment request, as a prerequisite for payment on any monthly invoice.
6. When an activity is deemed substantially complete by the Engineer, then such activity will no longer be treated as an activity affecting the critical path or successor activities on the Project. The cost of correction of any punch-list items associated with substantially completed activities will be covered by withheld retention or other amounts deemed by the Engineer to be adequate to cover such costs.

### C. Schedule of Values

1. Format and Content: Use the Project Proposal Schedule as a guide to establish the format for the Schedule of Values. Provide at least one line for each Specification Section. Provide a breakdown of the contract sum in sufficient detail to facilitate continued evaluation of Applications for Payment and progress reports. Break principal work of subcontractor amounts down into several smaller identifiable items of work.
2. Identification: Use the following Project identification on the schedule of values:
  - a) Project name and location
  - b) Project number
  - c) Contractor's name and address
  - d) Contract No.
  - e) Date of Submittal
3. Arrange the Schedule of Values in tabular form with separate columns to indicate the following items listed:
  - a) Related Specification Section or Division
  - b) Description of work
  - c) Dollar value and percent complete
4. Correlate line items in the Schedule of Values with other required administrative schedules and forms including:

- a) Construction Schedule
  - b) Application for Payment forms including continuation sheets
  - c) List of Subcontractors
  - d) List of principle suppliers and fabricators
  - e) Schedule of submittals
5. Round amount to nearest whole dollar; the total shall equal Proposal Schedule Line Item and combined to equal the total contract sum.
  6. Provide a separate line item in the Schedule of Values for each part of the work where Applications for Payment may include materials or equipment, purchased, fabricated or stored, but not yet installed.
  7. Schedule Updating: Update and resubmit the Schedule of Values prior to the next Applications for Payment or when Change Orders or Construction Change Directives result in a change in the Contract Sum.

#### 10.21 HARBOR SECURITY

The Contractor shall submit required documentation, including TWIC and approved Facility Access Request forms of all contractor's and sub-contractor's employees, their representatives, suppliers, manufacturers, and alike, and of all necessary vehicles needing access to the project site to the Harbors Division Construction Engineer and District Manager before starting work on the project. The documentation will include the following:

- A. Authorized personnel's first name, middle initial(s), and last name by company name.
- B. Vehicle(s) license plate number(s) by company name.
- C. Security personnel used to control perimeter access must be an employee of an established security guard company doing business in the State of Hawaii for at least the past 12 months. Each guard providing security services for the project shall have, at a minimum, been successfully trained in accordance with the Maritime Transportation Security Act of 2002, MTSA 109 and 33 CFR (Code of Federal Regulations) Part 105.210, Facility personnel with specific security duties. Contractor shall submit a letter to verify qualifications and/or copies of proof of successful training for each assigned security guard.

In addition, for each workday, Harbors security procedures will be as follows:

- A. The State will designate at least one access control point to the project site. Contractor may use the State designated access point during the normal working hours defined in the General Provisions. If the Contractor desires to use an alternate or additional access point(s), or utilize the State designated access point beyond the above indicated normal working hours, a request shall be submitted to the Harbors Construction Engineer at least seven (7) days prior to such action. The request shall identify the location of the alternate access point(s) and/or extended hours of work. Harbors acceptance of the request must be obtained prior to executing the request

- B. The Contractor will be responsible for all coordinating, hiring and costs associated with providing any and all security guards to secure the site (to the satisfaction of the State) while the project is on-going (see Item C, above). The State shall bear no additional costs for security. Upon every entry, each employee must present and possess a valid photo identification (ID) card. If additional guards are required at an existing State controlled access point due to contractor activity, then the State will contact and coordinate the hiring of an additional guard(s). In this case, the Contractor shall be responsible for all costs with providing additional guards. All situations are upon acceptance of Harbors and solely at contractor's cost.
- C. In the event Harbors Division receives any USCG Notice of Violation (NOV) and/or civil penalties as a result of negligence on the part of the Contractor, its sub-contractors, their representatives, suppliers and manufacturers, the Contractor shall assume full responsibility for said NOVs and/or penalties.
- D. Contractor's vehicles must be identified with a company logo and will be subject to search. Any employee's personal belongings will also be subject to search.
- E. If the Contractor wishes to remove any fencing or open any locked gates, they shall coordinate with and request acceptance from the Harbors Construction Engineer and District Manager. If acceptance is granted, the Contractor shall then be responsible for securing open fencing or gate(s) immediately after entering, or posting security guard(s) (see Item C, above) to monitor ingress and egress. The State shall bear no additional costs for additional labor, materials and/or security guards required for such actions.
- F. By the end of each day, the Contractor shall re-erect and/or restore all fencing/barrier/perimeter security measures to the satisfaction of the Construction Engineer and/or the District Manager. Electricity and lighting shall also be restored and in satisfactory working order, to no less than pre-construction conditions, by the end of each day, to the satisfaction of the Construction Engineer and/or District Manager.
- G. Under no circumstances shall perimeter security be compromised. If determined by the State, and solely by the State, that the contractor has left the project site in a condition that compromises security of the harbor, the State reserves the right to make the necessary arrangements to provide and/or enhance perimeter security, including restoration of electrical power and lighting, all at the sole expense of the contractor.
- H. At times, the maritime security level for the State of Hawaii and/or the general color-coded security level for State of Hawaii may be temporarily elevated. In these events, the contractor may be prohibited to access the project site and may be required to stop work as directed by either the Harbors Division's Construction Engineer or District Manager. The Harbors Division will consider impacts to the work and schedule as a result of prolonged work stoppages longer than 1 week (7 calendar days) in accordance with Articles 8.5 and/or 8.10 of the General Provisions.
- I. Under the federal Maritime Transportation Security Act (MTSA) and the federal Security and Accountability for Every (SAFE) Port Act all individuals desiring unescorted access to a regulated harbor facility must be required to possess a

Transportation Worker Identification Credential (TWIC), proof of MARSEC Awareness training, a valid government issued picture ID card, a valid reason for entry, and a valid driver's license for the drivers of any of their vehicles. The State reserves the right to issue a ninety (90) day suspension of authorized access and entry into the project site to Contractor's and subcontractor's employees, their representatives, suppliers, manufacturers, and authorized personnel needing access to a TWIC controlled site if they have violated or compromised site security. The above mentioned staff are responsible and will be held accountable for any Notice of Violations, fines, and any civil penalties imposed by the United State Coast Guard (USCG) MTSA inspectors if found at fault. The State shall not be responsible for any additional costs or loss of construction time as a result of the suspension(s). The Transportation Worker Identification Credential application can be found at the following website: <http://www.tsa.gov/for-industry/twic>. The process for obtaining a TWIC can take an extended period of time. The Contractor will not be granted an extension in contract time if the construction work is delayed by the TWIC process.

- J. Maritime Security Awareness training is mandatory for all personnel entering the Harbor facility. The Contractor shall ensure all its employees, representatives, subcontractors, vendors, and all alike, requiring access to the harbor area for this project, have been trained before entering the Harbor's property. Prior to starting work on this project, the Contractor shall provide a list of names of all employees, representatives, subcontractors, vendors, and alike, together with a letter attesting that all personnel have received this training to the Harbors District Manager and Construction Engineer. All employees, representatives, subcontractors, vendors, and alike, shall wear their respective company's identification card bearing the company's name, the individual's first and last name, and middle initial (s), and recent photograph of the individual on the front of the identification card at all times while on Harbor's property.

With the possible exception of paragraph I above, all other requirements indicated shall be considered incidental to the project, for the life of the project, and shall be provided by the contractor at no additional cost to the State.

Security services initiated and requested by the State. It is not intended for security services required by the bidder for their work:

10.22 (not used)

10.23 (not used)

#### 10.24 BASIS OF MEASUREMENT AND PAYMENT

All items shown on the plans and included in the specifications, along with all incidentals or items not indicated in a specific Measurement and Payment section, shall be included in the Lump Sum Bid Items in the Bid Schedule. Bidders shall review the Measurement and Payment sections in each Article to confirm payment procedures:

ITEM NO.	PAY ITEM	PAY UNIT
3	Removal and replacement of existing electrical equipment, conductors, and conduit.	Lump Sum
4	Installation of new concrete-encased conduit and conductors to serve existing high mast pole lights.	Lump Sum

**END OF ARTICLE**

## ARTICLE XI – REQUIRED SUBMITTALS

### 11.1 GENERAL

This Article describes the Contractor submittals that are required for this project. In general, they include but are not necessarily limited to shop drawings, product and material data sheets, safety data sheets, work plans and schedules, etc., as specified and required by the plans and specifications. As soon as possible after award of the contract, the Contractor shall submit for approval, all required submittals to the Construction Engineer at 79 S. Nimitz Highway, Honolulu, Hawaii 96813. After the State's acceptance of the submittals, the Contractor shall promptly and timely order the materials for the project so as to not delay the construction schedule and progression of work.

### 11.2 REQUIRED SUBMITTALS

The Contractor shall submit for review and approval one PDF file of each required submittal listed below. The Contractor shall consider this list to be the minimum required and shall be responsible for all submittals required by this contract as may be specified elsewhere on the plans and/or specifications.

Article X – Project Description.

- A. Site Specific Best Management Practices Plan
- B. Inventory List
- C. Schedule of Values
- D. Test Results
- E. Shop Drawings
- F. Permits
- G. Construction Schedule and Schedule of Cost Loading/Cash Flow Projection
- H. Construction Access Routes
- I. Health and Safety Plan
- J. Harbors Security Documentation
- K. As Built Drawings

See also, submittal requirements as described in the following Articles:

- Article XIII – Temporary Water Pollution, Dust, and Erosion Control
- Article XIV – Demolition, Removal and Relocation
- Article XV – Hot Mix Asphalt Base Course
- Article XVI – Asphalt Concrete Pavement
- Article XVII – Cast-In-Place Concrete
- Article XVIII – Electrical Work

Additional submittal requirements may be discussed in other Articles or Specification sections not listed above.

### 11.3 BASIS OF MEASUREMENT AND PAYMENT

Measurement and payment for Required Submittal shall not be measured.

The Contractor shall consider all work associated with this Article incidental to Bid Item No. 3 and No. 4 in the Proposal Schedule.

**END OF ARTICLE**

## ARTICLE XII – MOBILIZATION AND DEMOBILIZATION

### 12.1 GENERAL

- A. Related Documents – The General Provision of the contract, including the General Provisions for Construction Projects (2016) and General Requirements of the Specifications, apply to the work specified in this Section.
- B. General Requirements – Section 699 of “*Hawaii Standard Specifications for Road and Bridge Construction, 2005*,” are hereby incorporated into and made a part of these specifications by reference unless otherwise modified hereinafter.
- C. Mobilization – The Contractor shall mobilize and transport their construction plant and equipment including materials and supplies for operation to the site of work, construct temporary buildings and facilities as necessary, and assemble the equipment at the site as soon as possible after receipt of Notice to Proceed, subject to the provisions of the General Provisions
- D. Demobilization – The Contractor shall demobilize and transport their construction plant and equipment including materials, supplies and temporary buildings off the site as soon as possible after construction is completed. Demobilization shall include all cleanup required under this contract and as directed by the Engineer. Demobilization and final cleanup shall be completed prior to final acceptance.

### 12.2 MATERIALS (Not applicable)

### 12.3 EXECUTION

The Contractor shall pay the amount shown in the Schedule of Liquidated Damages, as amended by the Special Provisions, for each calendar day delayed in demobilizing completely from outside of the construction limits by the specified date. The terms governing the assessment of liquidated damages, as specified in the General Provisions, and as amended by the Special Provisions, shall be applicable to the Contractors delay in demobilizing from the site by the specified date

### 12.4 BASIS OF MEASUREMENT AND PAYMENT

#### A. Method of Measurement

1. Mobilization shall not be measured for payment. The maximum bid allowed for “Mobilization” is an amount not to exceed six (6) percent of the sum of all items (excluding this item). If the proposal submitted by the bidder indicates an amount in excess of the allowable maximum, the indicated amount or amounts shall be reduced to the allowable maximum; the “Total Amount for Comparison of Bids,” in the proposal schedule shall be adjusted to reflect any such reduction. For the purposes of comparing bids and determining the contract price to be inserted in the contract awarded to the bidder, if any is so awarded, the “Total Amount for Comparison of Bids” adjusted in accordance with the foregoing shall be used and the bidder’s proposal shall be deemed to have been submitted for the amounts as reduced and adjusted in accordance herewith.

2. Demobilization will not be measured for payment.

B. Basis of Payment

1. Mobilization will be paid for at the contract lump sum price under Mobilization. Partial payment will be made as follows:

- i. When 2 1/2 percent of the original contract amount is earned, 50 percent of the bid amount will be paid.
- ii. When 5 percent of the original contract amount is earned, 75 percent of the bid amount will be paid.
- iii. When 10 percent of the original contract amount is earned, 100 percent of the bid amount will be paid.
- iv. Nothing herein shall be construed to limit or preclude partial payments otherwise provided by the contract.

C. Payment for Mobilization shall be made as described in Article X of these Specifications.

ITEM NO.	PAY ITEM	PAY UNIT
1	Mobilization (not to exceed 6% of the sum of all items excluding the bid price of this item).	Lump Sum

**END OF ARTICLE**

## ARTICLE XIII – TEMPORARY WATER POLLUTION, DUST, AND EROSION CONTROL

### 13.1 DESCRIPTION

This section is required for all work, including the Contractor's storage sites. It describes the following:

- A. A detailed site-specific Best Management Practice (BMP) Plan including diagrams and narratives; constructing, maintaining, and repairing temporary water pollution, dust, and erosion control measures at the project site including local material sources, work areas and access roads; removing and disposing of wastes and hazardous wastes; and control of fugitive dust (defined as uncontrolled emission of solid airborne particulate matter from any source other than combustion). Additionally, all projects at Honolulu, Kalaehoa Barbers Point, and Kahului Harbors are subject to State of Hawaii, Department of Transportation (HDOT) Harbors Division, Stormwater Management Plan (SWMP) requirements, unless exempted, and are subject to Harbors Stormwater BMP inspections. If any requirement conflicts with those administered by State of Hawaii, Department of Health (HDOH), the Contractor shall follow the more stringent requirement.
- B. Compliance with applicable federal and other state permit conditions.
- C. Work associated with dewatering and hydrotesting activities and compliance with conditions of the NPDES general permit coverage authorizing discharges associated with construction activity dewatering and hydrotesting.

### 13.2 GENERAL REQUIREMENTS

In order to provide for the control of water pollution, dust, and erosion arising from the construction activities of the Contractor and their subcontractors in the performance of this contract, the work performed shall comply with all applicable federal, state, and local laws and regulations concerning water pollution control including, but not limited to, the following regulations:

- A. State of Hawaii, HDOH, Hawaii Administrative Rules (HAR) Chapter 11-54 – Water Quality Standards and Chapter 11-55 – Water Pollution Control.
- B. For projects at Honolulu, Kalaehoa Barbers Point, and Kahului Harbors ONLY, HDOT Harbors Division, Stormwater Management Plan.
- C. For projects at Honolulu, Kalaehoa Barbers Point, and Kahului Harbors ONLY, City and County of Honolulu (CCH), Rules Relating to Water Quality.
- D. For projects at Honolulu, Kalaehoa Barbers Point, and Kahului Harbors ONLY, CCH, Storm Water BMP Manual for Construction.
- E. 40 CFR Part 110, Environmental Protection Agency (EPA), Discharge of Oil.
- F. 40 CFR Part 117, EPA, Determination of Reportable Quantities for Hazardous Substances.

- G. 40 CFR Part 261, EPA, Identification and Listing of Hazardous Waste.
- H. 40 CFR Part 302, EPA, Designation, Reportable Quantities, and Notification.
- I. 49 CFR Part 171, U.S. Department of Transportation, Hazardous Materials Regulations.

### 13.3 MATERIALS

Materials shall conform to the following when applicable:

- A. Inlet Protection: May be constructed of sandbags or other materials acceptable to the Engineer.
- B. Silt Fences: Silt fences shall be synthetic filter fabric mounted on posts and embedded in compacted ground in compliance with American Society for Testing and Materials (ASTM) D6462-03, Standard Practice for Silt Fence Installation.
- C. Alternate materials or methods to control, prevent, remove, and dispose of pollution are allowable if acceptable to the Construction Engineer.

### 13.4 CONSTRUCTION

#### A. Preconstruction Requirements:

- 1. Temporary Water Pollution, Dust, and Erosion Control Meeting: The contractor shall be required to submit a site-specific BMP Plan to the Construction Engineer and address all comments by the Construction Engineer. After the Plan is accepted in writing by the Construction Engineer, the Contractor shall schedule a meeting with the Construction Engineer before the start of construction work to discuss the sequence of work, and plans and proposals for water pollution, dust, and erosion control.
- 2. Temporary Water Pollution, Dust, and Erosion Control Submittals: The Contractor shall submit the site-specific BMP Plan to the Construction Engineer prior to the start of work for review of compliance with this Article.
  - i. Written site-specific BMP Plan shall include the following as applicable:
    - a. Identification of potential pollutants and their sources and other factors that may cause water pollution, dust, and erosion.
    - b. A list of all material and heavy equipment to be used during construction. Vehicles and equipment shall be well maintained and free from any type of fluid leaks.
    - c. Construction schedule.
    - d. Name(s) of specific individual(s) designated responsible for water pollution, dust and erosion controls on the project site.

Include home, business, and cellular telephone numbers, fax numbers, and e-mail addresses.

- e. Descriptions of the methods and devices used to eliminate certain pollutants (e.g., wastewater, fuels, solvents, detergents, toxic or hazardous substances) from discharging into state waters and drainage systems, and provide details of BMP(s) to be installed or utilized. Indicate approximate dates when BMP(s) will be installed and removed.
- f. Description of maintenance and subsequent removal of BMP(s).
- g. Method(s) of removal and disposal of solid and regulated hazardous wastes encountered or generated during construction. The Contractor is advised to procure regulated hazardous materials on an as-needed basis, as feasible. All excess regulated hazardous materials at the conclusion of this project shall remain the property of the Contractor and shall be removed from HDOT Harbors Division property upon the completion of the project.
- h. Method(s) of removing and disposing concrete and asphalt pavement cutting slurry, concrete curing water, and hydro demolition water.
- i. Method(s) of containing, removing and disposing of demolition dust and debris to minimize the discharge of these pollutants into state waters and drainage systems.
- j. Spill kit contents and location.
- k. Fugitive dust control, including dust from grinding, sweeping, or brooming off operations or combination thereof.
- l. Method(s) of storing and handling of regulated hazardous materials (e.g. oils, paints) and other products used for the project. Safety Data Sheets (SDS) for all regulated hazardous materials used during construction activities shall be kept on-site throughout the duration of the project and readily available upon inspection. All containers of regulated hazardous materials should be provided with secondary containment during storage. Regulated hazardous materials not specifically needed in the execution of this project shall not be brought or stored on site. As feasible, the Contractor is encouraged to use products that do not contain any regulated constituents. The use of green products is encouraged.
- m. Method(s) of concrete washout/waste control.

- n. Method(s) of managing material stockpiles to minimize erosion and dust.
- o. Good housekeeping practices:
  - (a) Minimize tracking of sediment offsite from project entrances and exits.
  - (b) Litter management. The Contractor shall have a comprehensive housekeeping policy and shall actively enforce housekeeping requirements. Housekeeping items include, but are not limited to, cups, cans, bottles and other forms of lightweight litter, unattended containers of hazardous materials, concrete debris (e.g. dust, chips, and other sweepings), and discarded articles of disposable Personal Protective Equipment (e.g., earplugs, dust masks, and gloves). Employees who are specifically tasked with housekeeping duties shall be identified by name.
  - (c) The Contractor should provide and maintain covered waste receptacles. No construction debris or other refuse that is generated as a result of project activities is to be disposed in HDOT Harbors Division-owned waste receptacles.
- p. Provide plan(s)/drawing(s) showing location of followings when applicable:
  - (a) Boundaries of the property and the locations where construction activities will occur, including:
    - i Locations where earth-disturbing activities will occur (noting any sequencing of construction activities);
    - ii Approximate slopes and drainage patterns with flow arrows before and after the construction;
    - iii Locations where sediment, soil, or other construction materials will be stockpiled;
    - iv Locations of any contaminated soil or contaminated soil stockpiles;
    - v Locations of any crossings of state waters;
    - vi Designated points on the site where vehicle will exit onto paved roads;

- vii Locations of structures and other impervious surfaces upon completion of construction; and
      - viii Locations of construction support activity areas.
    - (b) Locations of all state waters, including wetlands and indicate which water bodies are listed as impaired.
    - (c) The boundary lines of any natural buffers.
    - (d) Topography of the site, existing vegetative cover, and features (e.g., forest, pasture, pavement, structures), and drainage pattern(s) of stormwater onto, over, and from the site property before and after major grading activities.
    - (e) Stormwater discharge locations, including locations of any storm drain inlets on-site and in the immediate vicinity of the site to receive stormwater runoff from the project; and locations where stormwater will be discharging to state waters (including wetlands).
    - (f) Locations of all potential pollutant-generating activities.
    - (g) Locations of stormwater control measures; and
    - (h) Locations where chemicals will be used and stored.
  - q. Procedures for notification of appropriate facility personnel, emergency response agencies, and regulatory agencies where a leak, spill, or other release containing a hazardous substance or oil in an amount equal to or in excess of a reportable quantity established under either 40 CFR Parts 110, 117, or 302, occurs during a 24-hour period. Contact information must be in locations that are readily accessible and available.
  - r. The Contractor shall date and sign the site-specific BMP Plan.
- ii. The Contractor shall keep the current Plan on-site or at an easily accessible location throughout the duration of the project. Revisions to the Plan shall be included with the original plan. Modify contract documents to conform to revisions. Include actual date of installation and removal of BMP. Obtain written acceptance by the Construction

Engineer before revising BMP. An updated Plan shall be kept on-site throughout the remainder duration of the project.

- iii. The Contractor shall follow guidelines in the "*The City and County of Honolulu Storm Water Best Management Practice Manual – Construction*," (dated November 2011) in developing, installing, and maintaining BMP for the project. Additionally, the Contractor shall follow applicable CCH Rules Relating to Water Quality **for all projects at Honolulu, Kalaeloa Barbers Point, and Kahului Harbors**, and use respective Soil Erosion Guidelines for other Maui, Kauai and Hawaii County projects. Information can be found at the respective County websites.

B. Construction Requirements are as follows:

1. No work shall be allowed to begin until submittals detailed in Article 16.4 are completed and accepted in writing by the Construction Engineer. The Contractor shall prevent pollutants from entering state waters. These efforts shall address areas such as those that drain to water, are over water, or drain to storm drains adjacent and in the area of the project site. The Contractor shall design, operate, implement, and maintain the Plan to ensure that stormwater discharges associated with construction activities will not cause or contribute to a violation of applicable state water quality standards.
2. All projects at Honolulu, Kalaeloa Barbers Point, and Kahului Harbors are subject to HDOT Harbors Division SWMP requirements for construction at those harbors unless the project meets a specified exemption class. The requirements include, but are not limited to, construction site BMP initial, recurring (i.e. every two weeks from October through March and every two months otherwise), and final inspections at the frequencies outlined in the SWMP. No grading or land disturbance activities are allowed until the initial BMP inspection is completed and required BMPs are found to be properly installed.
3. Address all comments received from the Construction Engineer.
4. Modify and resubmit plans and construction schedules to correct conditions that develop during construction which were unforeseen during the design and pre-construction stages.
5. Coordinate temporary control provisions with permanent control features throughout the construction and post-construction period.
6. BMP shall be in place and operational until the construction is completed and accepted by Harbors.
7. Install and maintain either or both stabilized construction entrances and wheel washes to minimize tracking of dirt and mud onto roadways. Restrict traffic to stabilized construction areas only. Clean dirt, mud, or other material tracked onto the road immediately. Modify stabilized construction entrances to prevent mud from being tracked onto roadways.

8. Chemicals may be used as soil stabilizers for either or both erosion and dust control if acceptable to the Construction Engineer.
  9. Cover exposed surface of materials completely with tarpaulin or similar device when transporting aggregate, soil, excavated material or material that may be a source of fugitive dust.
  10. Cleanup and remove any pollutant that can be attributed to the Contractor.
  11. Install or modify BMP due to change in the Contractor's means and methods, or for omitted condition that should have been allowed for in the accepted site-specific BMP Plan or a BMP that replaces an accepted site-specific BMP that is not satisfactorily performing.
  12. Properly maintain BMP.
  13. Remove, replace or relocate any BMP that must be removed, replaced or relocated due to potential or actual flooding, or potential danger or damage to the project or public.
  14. The Contractor's designated representative specified in Article 16 shall address any BMP concerns brought up by the Construction Engineer within 24 hours of notification, including weekends and holidays. Should the Contractor fail to satisfactorily address these concerns, the Construction Engineer reserves the right to employ outside assistance or use the Construction Engineer's own labor forces to provide necessary corrective measures. The Construction Engineer will charge the Contractor such incurred costs plus any associated project engineering costs. The Construction Engineer will make appropriate deductions from the Contractor's monthly progress estimate. Failure to apply BMP shall result in either or both the establishment and increase in the amount of retainage due to unsatisfactory progress or withholding of monthly progress payment. Continued failure to apply BMP may result in one or more of the following: The Contractor being fully responsible for all additional costs incurred by HDOT Harbors Division including any fines levied by HDOH, suspension of the Contract, or cancellation of the Contract.
- C. Hydrotesting Activities: If work includes removing, relocation or installing waterlines, and the Contractor elects to flush waterline or discharge hydrotesting effluent into state waters or drainage systems, obtain a Notice of General Permit Coverage (NGPC) authorizing discharges associated with hydrotesting waters from the HDOH Clean Water Branch (CWB). If a permit is required, prepare and submit permit application (CWB-Notice of Intent (NOI) Form F) to the HDOH CWB.

Do not begin hydrotesting activities until the HDOH CWB has issued a NGPC. Hydrotesting operations shall be in accordance with conditions in the NGPC. Submit a copy of the NPDES Hydrotesting Waters Application and Permit to the Construction Engineer.

- D. Dewatering Activities: If excavation of backfilling operations requires dewatering, and the Contractor elects to discharge dewatering effluent into state waters or existing drainage systems, obtain an NGPC authorizing discharges associated with construction activity dewatering from the HDOH CWB. If a permit is required, prepare and submit permit application (CWB-NOI Form G) to the HDOH CWB. Do not begin dewatering activities until the HDOH-CWB has issued an NGPC. Conduct dewatering operations in accordance with the conditions in the NGPC. Submit a copy of the NPDES Dewatering Application and Permit to the Construction Engineer.

13.5 BASIS OF MEASUREMENT AND PAYMENT

Measurement for Temporary Water Pollution, Dust, and Erosion Control shall not be measured. Payment shall be included in Bid Item No. 2:

<u>ITEM NO.</u>	<u>PAY ITEM</u>	<u>PAY UNIT</u>
2	Temporary Water Pollution, Dust, and Erosion Control Work, as described in this article.	Lump Sum

**END OF ARTICLE**

## ARTICLE XIV – DEMOLITION, REMOVAL AND RELOCATION

### 14.1 DESCRIPTION

The work includes the following items:

- A. Demolition and/or removal of existing distribution equipment, pullboxes, and conductors and other items as shown in the contract plans and described herein.
- B. Backfilling resulting trenching, holes and pits.
- C. New foundations, handholes, concrete encased ductlines and underground conductors.
- D. Disposal of designated material within the spoil area.

### 14.2 SUBMITTALS

Inventory List: Submit a list of items to be removed and/or salvaged and deliver to Engineer prior to start of demolition.

### 14.3 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with governing EPA/HDOH notification regulations before beginning demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Pre-demolition Conference: The following items shall be discussed:
  - a. Review items to be salvaged and returned to Harbors District Office.

### 14.4 CONSTRUCTION REQUIREMENTS

- A. Trenches, holes, depressions, and pits left by the removal of such improvements shall be backfilled in accordance with these specifications.
- B. Temporary Protection: Erect temporary protection, such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction and as indicated.
- C. Protect adjacent buildings and facilities from damage due to demolition activities.
- D. Protect existing site improvements, appurtenances, and landscaping to remain.
- E. Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
- F. Provide protection to ensure safe passage of people around building demolition area and to and from occupied portions of adjacent buildings and structures.

- G. Protect walls, windows, roofs, and other adjacent exterior construction that are to remain and that are exposed to building demolition operations.
- H. Erect and maintain dustproof partitions and temporary enclosures to limit dust, noise, and dirt migration to occupied portions of adjacent buildings.
- I. Remove temporary barriers and protections where hazards no longer exist. Where open excavations or other hazardous conditions remain, leave temporary barriers and protections in place.
- J. The Contractor shall contact the Hawaii One Call Center prior to any ground disturbing activities at 1-866-423-7282 or <http://callbeforeyoudig.org>. Regardless of what is shown or not shown on the As-Built Plans and/or Utility Company records, the Contractor shall be responsible for conducting their own investigation including, but not limited to, toning for underground utilities as necessary, probing and potholing for all utility locations to ensure existing underground utilities are not damaged. The Contractor shall also coordinate with Harbors Maui District Office to review the GIS utility plans, if available.
- K. The Contractor shall ensure that all Best Management Practices (BMP) are in-place prior to the start of construction.

#### 14.5 DISPOSAL OF REMOVED MATERIAL

All material resulting from demolition and removal shall become the property of the Contractor and shall be removed from the project site and disposed of at County approved locations.

#### 14.6 BASIS OF MEASUREMENT AND PAYMENT

Measurement and payment for Required Submittal shall not be measured.

The Contractor shall consider all work associated with this Article incidental to Bid Item No. 3 and No. 4 in the Proposal Schedule.

**END OF ARTICLE**

## ARTICLE XV – HOT MIX ASPHALT BASE COURSE

### 15.1 GENERAL

This work shall consist of constructing hot mix asphalt base course on a prepared subbase course in accordance with the requirements of the Contract or as established by the Engineer:

### 15.2 GENERAL REQUIREMENTS

The provisions of Section 301 – Hot Mix Asphalt Base Course of the Standard Specifications shall apply except as hereinafter modified:

- A. Sections 301.04 Method of Measurement and 301.05 Basis of Payment are deleted.

### 15.3 SUBMITTALS

- A. Submit certificate of compliance with these specifications and material data for the base course material.
- B. Soils Testing: The compaction of the base course shall be tested by an independent testing agency. All test results shall be attested to by a Civil Engineer licensed in the State of Hawaii and shall be submitted to the Construction Engineer for approval. The cost of soils testing shall be borne by the Contractor. A field density test shall be made throughout the area for each 1,500 square feet of each compacted layer. All test results must be approved before the Contractor can proceed with placing additional layers of base course or pavement materials:

### 15.4 BASIS OF MEASUREMENT AND PAYMENT

Measurement and payment for aggregate base course as described in the Article shall not be measured.

The Contractor shall consider all work associated with this Article incidental to Bid Item No. 3 and No. 4 in the Proposal Schedule.

**END OF ARTICLE**

## ARTICLE XVI – ASPHALT CONCRETE PAVEMENT

### 16.1 DESCRIPTION

This work shall consist of constructing asphalt concrete pavement on a prepared base course, in accordance with the requirements of the contract:

### 16.2 GENERAL REQUIREMENTS

The provisions of Section 401 — Hot Mix Asphalt (HMA) Pavement of the "Standard Specifications" shall apply except as hereinafter modified:

A. Sections 401.04 Measurement and 401.05 Payment are deleted.

### 16.3 BASIS OF MEASUREMENT AND PAYMENT

Measurement and payment for asphalt concrete pavement as described in the Article shall not be measured.

The Contractor shall consider all work associated with this Article incidental to Bid Item No. 3 and No. 4 in the Proposal Schedule.

**END OF ARTICLE**

## ARTICLE XVII – CAST-IN-PLACE CONCRETE

### 17.1 GENERAL

The work shall include the furnishing of all labor, materials and equipment necessary to construct, complete in place, all cast-in-place concrete as shown on the plans and as specified herein:

### 17.2 MATERIALS

- A. Portland Cement - shall conform to "Standard Specifications for Portland Cement", ASTM C150, Type II.
- B. Aggregates for Concrete - shall conform to "Standard Specifications for Concrete Aggregates" ASTM C33, except that local aggregates that have been shown by tests or actual service to produce concrete of required strength, durability and wearing qualities, may be used when approved by the Director.
  - 1. Fine Aggregate - Coral beach sand or basalt sand and No. 4 crushed rock of close grained, hard, bluish gray lava rock. Fine aggregate shall be clean, free from salt, vegetable loam, earth, elongated piece, disintegrated rock or other deleterious substances.
  - 2. Coarse Aggregate - Broken stone obtained from clean, hard, blue lava rock or other approved inert materials of similar characteristics, free from disintegrated stone and all adherent coatings. Size of aggregate shall be 1-inch.
- C. Water – used in mixing concrete shall be clean salt-free, potable water.
- D. Admixture
  - 1. Water reducing and/or water reducing and set retarding admixture shall be Daracom 100 manufactured by W.R. Grace & Co., or approved equal and shall conform to ASTM C494, Type F or G, and shall be mixed in all concrete in accordance with directions of manufacturer.
  - 2. Corrosion inhibiting admixture shall be calcium nitrite based DCI-S manufactured by W.R. Grace Co. or approved equal and shall be mixed in all concrete at a rate of 2.5 gallons per cubic yard or as otherwise recommended by the manufacturer.
- E. Reinforcing Steel - shall be deformed intermediate grade ASTM A615, Grade 60 and epoxy coated in accordance with ASTM A775. Welded wire fabric shall conform to ASTM A775 and shall be galvanized.
- F. Epoxy Grout and Epoxy Bonding Compound - shall be two component resins, polysulfide free, high modulus, high strength epoxy adhesive. Mix with quartz granules when grouting anchor bolts. Epoxy shall be "Sikudur Hi-Mod" as manufactured by Sika Chemical Co. or other approved equal.

### 17.3 TESTING AND INSPECTION

- A. Mill Laboratory Test, Reports and Affidavits - Furnished by the manufacturer, certifying that all materials delivered to the project conform to these specifications.
- B. Compressive Strength and Slump Tests: The Contractor shall obtain the services of an approved independent testing laboratory to make and test cylinder specimens for compressive strength in accordance with ASTM C39 and slump of concrete in accordance with ASTM C143.

Four test cylinders shall be taken for each compressive strength test at a frequency of one set for every 100 cubic yards of concrete, and as directed due to any apparent change of consistency or as deemed appropriate by the Director. One specimen shall be tested at 7 days, two at 28 days, and one shall be held in reserve in the event that additional testing is required. The concrete shall be considered acceptable if the average of both cylinders tests at 28 days meets or exceeds the specified design compressive strength ( $f'c$ ) and neither test specimen falls more than 500 psi below that strength.

Should tests reveal that concrete is deficient in strength, additional testing of the remaining cylinder and, if directed, testing of core samples of in-place concrete shall be accomplished at no additional cost to the State.

### 17.4 CONCRETE MIX DESIGN

- A. All concrete shall consist of Portland Cement - Type I/II, fine and coarse aggregate, admixture and water.
- B. All concrete shall have a 28 day compressive strength as follows: 4,000 psi for all facilities, including beams, slabs, and deck topping; 3,000 psi for other minor miscellaneous concrete. All concrete shall have a maximum slump of 3-1/2" plus or minus 1/2". For 28 day compressive strengths, the cement content in bags of cement per cubic yard of concrete shall be 6.50 bags for 4,000 psi concrete and 5.50 bags for 3,000 psi concrete. Water cement ratio shall not exceed 0.40.
- C. Submit concrete mix design to the Engineer for approval. Note that concrete strength requirement is minimal only. No claim for extra compensation for the furnishing of concrete of greater strength in order to accomplish other requirements above specified will be considered by the Engineer.

### 17.5 CONSTRUCTION

- A. Concrete:
  - 1. Concrete shall not segregate nor cause bleeding. It shall work readily into corner and angles of form and around reinforcement without segregation of materials or an excess of water on the surface. It shall produce exposed surfaces of uniform color and smooth appearance without honeycomb.
  - 2. Ready-Mix Concrete -shall conform to ASTM C94 with certificates furnished by the mixing plant that concrete has a 28 day compressive strength and

maximum slump as specified above. Delivery tags with each load shall indicate yardage of concrete, amount of water and amount of cement. Plant shall have sufficient capacity so that the construction schedule can be maintained. The time elapsing between the introduction of the mixing water between the cement and the mixing aggregate and placing of the concrete in final position in the form shall not exceed 45 minutes.

3. Concrete deposited under water shall be carefully placed in a compact mass in its final position by means of a tremie. A tremie shall consist of a tube having a diameter of not less than 10 inches, constructed in sections having flanged couplings fitted with gaskets. The tube shall be equipped with a receiving hopper at the top. The tremie shall be supported so as to permit free movement of the discharge end so as to permit rapid lowering when necessary to retard or stop the flow of concrete. The tremie tube shall be kept full to the bottom. When a batch is dumped into the hopper, the flow of concrete shall be induced by slightly raising the discharge end, always keeping it in the deposited concrete. The flow shall be continuous until the work is completed.

B. Forms:

1. Forms shall be constructed to slopes, lines, shapes and dimensions shown, installed and maintained plumb and straight and sufficiently tight to prevent leakage, and securely braced and shored to prevent displacement, and to safely support construction loads. Falsework shall be designed with adequate strength, rigidity and durability to successfully resist movement from wave action of the season; to safely carry the full load of fresh concrete and all construction loads without any settlement or deflection; to rigidly hold their shape and position under internal vibration of fresh concrete.
2. In no case shall the finished product deviate from established lines, grades and dimensions in excess of those tolerances listed in Section 203 of the ACI Standard Recommended Practice for Formwork (ACI 347-63). Any such deviation in excess of the allowable tolerance will be just cause for rejection of the finished product. Exposed concrete surfaces shall be formed with new sound Plywood or lined with "Form Ply" or approved equal. Plywood shall be commercial standard Douglas Fir, moisture resistant concrete form plywood not less than 5-ply and at least 5/8" thick. Forms shall be coated with a bond breaking material prior to the placement of reinforcing steel.
3. Forms for the new light pole foundations shall not be removed before 21 days after the concrete pour.

No construction loads exceeding the structural design loads shall be supported upon any unshored portion of the structure under construction.

C. Reinforcement:

1. Reinforcing steel bars and wire fabric shall be provided in sizes, lengths and configurations as indicated on the plans and shall be thoroughly cleaned before placing and again before placing of concrete to remove loose mill

scale, rust, oil and all coatings that will destroy or reduce the bond. All items shall be accurately positioned and secured in place as indicated on the plans and as herein specified.

Annealed steel wire of not less than 16 gage shall be used to secure reinforcement. Reinforcement shall be placed in specified positions not exceeding the ACI Building Code (ACI 318-71). Unless otherwise noted, cleaning, bending and placing of reinforcement shall be done in accordance with the standard practice of the Concrete Reinforcing Steel Institute. Splicing of bars, except where shown, will not be permitted without the approval of the Director. Splices where permitted, shall be lapped 40 bar diameters unless otherwise noted on the drawings.

2. Concrete cover over reinforcing shall be provided as follows:
  - i. Concrete cast against and permanently exposed to earth..... 3"
  - ii. Concrete exposed to the environment .....2"
  - iii. Formed sides of concrete utility boxes ..... 2"
  - iv. All others ..... 2"
3. All reinforcement shall be observed by the Harbors Construction Engineer prior to closing of forms. This, however, shall not be construed to relieve the Contractor of his responsibility to place all reinforcing in accordance with the plans.

D. Epoxy Coated Reinforcement

1. Materials:
  - i. Corrosion Protection Coatings: One-part, heat curable, thermosetting powdered epoxy in compliance with specifications listed in paragraph (2).
  - ii. Accessory Materials: Products used for patching and repair shall be compatible with applicable fusion bonded epoxy coating.
2. Submittal:
  - i. Submit coating manufacturer's letter of certification that the product meets the requirements of specifications listed in paragraph (2).
  - ii. Submit coating applicator's letter of certification that the product meets the requirements of specifications listed in paragraph (2).
3. Quality Assurance:
  - i. Applicator with three (3) years minimum experience.
  - ii. Fabricator with three (3) years minimum experience.
4. Factory Tests:

- i. Provide test results of epoxy coating
  - ii. Application tests and inspections shall be in accordance with ASTM A 775.
5. Delivery, Storage, Handling and Installation: Handling and hoisting of epoxy coated rebars shall be handled carefully to prevent damage to the coating. Use nylon lifting slings or padded wire rope slings. Coated bars shall be stored on padded cribbing and shall not be dragged over the ground or other bars. During concrete pour, walking on bars should be to a minimum and concrete placement equipment shall be set-up and moved carefully to minimize coating damage. Bar supports shall be plastic or wire coated with epoxy or vinyl. Tie wires shall be epoxy or plastic coated.

All parts of mechanical connections on epoxy coated steel, including steel splice sleeves, bolts, and nuts, wherever applicable shall be coated in accordance with manufacturer's recommendations.

All parts of damaged epoxy coating shall be repaired and patched in accordance with manufacturer's recommendations.

E. Inserts – Provide and install all concrete anchors, bolts, pipe sleeves of polyvinyl chloride pipe, Class 150, and other fastening devices required and as shown on the plans. All anchors and bolts shall be hot dipped galvanized. Such embedment shall be securely fastened and rigidly held against movement during other work and the placing of concrete.

F. Depositing Concrete:

1. No concrete shall be placed in the absence of the Harbors Construction Engineer who shall be given one day advance notice of placing of concrete.
2. All sawdust, chips and other construction debris, extraneous matter and excessive water shall be removed from interior of forms. Surfaces shall be clean before placing of concrete.
3. Concrete shall be deposited as nearly as practicable in its final position. In no case shall vibrators be used to transport concrete inside the forms. Concrete shall be thoroughly compacted by use of high frequency internal vibrators so that the concrete is thoroughly worked around the reinforcement, around embedded items and into corners of forms, eliminating all pockets which may cause honeycombing, pitting or planes of weakness.
4. Use no concrete that has partially hardened or become contaminated by foreign materials or been retempered.
5. Generally, carry on concreting as a continuous operation until placing of an individual section is completed.

- G. Curing and Protection – Concrete shall be cured for a period of not less than seven days by water curing or use of curing compounds.
1. Water Curing – Concrete shall be kept wet by mechanical sprinklers, by ponding, or by any other approved method which will keep the surface continuously wet.
  2. Curing Compound – Concrete surfaces shall be sealed with liquid membrane compound conforming to AASHTO Designation M148. Curing compound shall not darken the concrete surface and shall be used in strict accordance with the manufacturer's recommendations.
- H. Finishing of Surface – After the concrete has been placed, struck off, consolidated and leveled, the concrete shall not be worked until ready for floating. Floating shall begin when the water sheen has disappeared. The surface shall then be consolidated with power driven floats of the impact type. The slab shall then be steel trowelled to light trowelled finish of uniform smooth texture. The slab shall then be given a light broom finish.
- I. Finishing of Formed Surfaces – Surfaces of pile caps beneath pier deck shall have all exterior ties removed to a depth of at least one and one-half inches below the surface of the concrete and the resulting holes or depressions cleaned and filled with epoxy grout. Any rock pockets and honeycombing shall be cleaned and filled with epoxy grout. Joint marks and fins shall be smoothed off.
- J. Shrinkage, temperature, and all other cracks in concrete and cement materials shall be repaired by the Contractor at no additional payment whether or not the cracks result from defective work of normal causes such as expansion, shrinkage, deflection, and settlement. Contractor shall submit their proposed methods and schedule of repairs for review before starting work.
- K. Crack repair shall restore the full structural integrity of the previously uncracked section. Repair methods shall include epoxy injection, epoxy patching, and other approved methods.
- L. Repair work shall be finished to match and blend with surrounding areas and shall be made to preclude recurrence of cracks at the repair or other locations. Repair work shall include grooving and joint sealing, elastomeric paint and other methods.
- M. Contractor shall repair all cracks before the final acceptance of the project by the Owner. Cracks on the deck surface shall be repaired before the placement of A.C. wearing surface. Contractor shall again repair all old, recurring, and new cracks one year after the date of final acceptance.
- N. Leveling grout under base plates:
1. Grout shall not be installed beneath the light pole foundation anchor plates. The leveling nuts shall remain exposed.
  2. Type 316 stainless steel wire mesh shall be attached around the perimeter of the base plate that shall extend down to and touch the top of concrete

foundation. The purpose of the mesh is to keep debris and insects from gathering beneath the base plate.

3. The wire mesh shall be attached to the side of the base plate on all four sides with two stainless steel screws per side.

#### 17.6 CLEANUP

The Contractor shall clean up all concrete and cement materials, equipment and debris upon completion of any portion of the concrete work and upon completion of the entire concrete and related work.

#### 17.7 BASIS OF MEASUREMENT AND PAYMENT

Measurement and payment for Cast-In-Place Concrete and the various items described in this Article shall not be measured.

The Contractor shall consider all work associated with this Article incidental to Bid Item No. 3 and No. 4 in the Proposal Schedule.

**END OF ARTICLE**

## ARTICLE XVIII – ELECTRICAL WORK

### 18.1 GENERAL

- A. Description: The work to be done under this article of the specifications consists of the furnishing and installation of all labor and materials required to complete all electrical work as indicated on the drawings and/or specified herein, including but not limited to the following.
1. Removal and replacement of existing electrical panels, equipment, apparatus, conductors, and conduit.
  2. Underground electrical distribution system including ductlines and conductors.
  3. Removal of existing electrical wire located underneath Pier 1.
  4. As-built drawings.
  5. Testing.
- B. Work included in this Article must be completed by a valid State of Hawaii Specialty Contractor licensed “C-13” Electrical Contractor.
- C. Coordination with Other Trades: If other trades are required, during pricing and construction, Contractor shall coordinate their work with other trades to avoid omissions and overlapping of responsibilities.
- D. Special Conditions:
1. Contractor shall arrange for Harbors inspection and acceptance of new work.
  2. The Harbors Construction Engineer shall witness all tests. The Contractor shall schedule all testing, in writing, with the Harbors Construction Engineer, a minimum of two (2) weeks prior to testing.
- E. Rules and Permits:
1. The entire installation shall be done in strict accordance with the latest rules and regulations of the National Electrical Code (NEC), National Electrical Safety Code (NESC) and any applicable local electrical ordinances.
  2. All work shall be inspected by the proper local authorities as it progresses.
- F. Symbols: The standard electrical symbols, together with the special symbols, notes and instructions indicated on the drawings, describe the work required and are to be included as a part of these specifications.
- G. Drawings and Coordination of Work: These specifications are accompanied by drawings indicating the location of work to be performed.

1. The drawings and these specifications are complementary, each to the other, and what is called for by one shall be as binding as if called for by both.
2. Every effort has been made to indicate clearly and specifically all work required to be performed by the Contractor; however, any item of material, equipment or work not specifically called for herein or on the drawings but which is required to complete the installation so that it will conform to the National Electrical Code (NEC), local laws, and the intent and meaning of the plans and specifications, shall be furnished and installed by the Contractor at no additional cost to the State.
3. Locations of equipment unless shown on detail drawings or specifically described as to location, are to be considered approximate only.
4. The Contractor shall check the drawings and details. It shall locate the equipment in a neat and symmetrical arrangement.
5. Before installing, verify all dimensions and sizes of equipment at job site. Conduit routing is typical and may be altered in any logical manner. However, all changes shall be approved by the Harbors Construction Engineer and shown on "as-built" drawings.

## 18.2 SUBMITTALS

- A. The Contractor shall submit shop drawings for approval in accordance with Article XI – REQUIRED SUBMITTALS.
  1. Wires and cabling
  2. Conduit, raceways, connectors, and fittings
  3. Panelboards
  4. Circuit Breakers
  5. Junction boxes
  6. Precast handholes
  7. Warning tape
- B. Show drawings and catalog cuts for substitute materials shall clearly specify compliance with and/or deviation from specified material. Approval of shop drawings and catalog cuts shall not release Contractor from complying with intent of specifications and drawings. Any deviations from approved shop drawings shall have prior approval by the Harbors Construction Engineer.
- C. Field Test Reports. Submit the following test results for approval in report form as stipulated in item "TESTING AND INSPECTION" hereinbelow: 600-volt wiring test.

- D. Written Notification. Submit written notification of all tests as noted under item entitled "TESTING AND INSPECTION" hereinbelow.

### 18.3 MATERIALS AND EQUIPMENT

A. General:

1. Materials and equipment shall be new (unless otherwise specified herein) and shall bear the inspection label of the Underwriter's Laboratories, Inc. where such inspection and labeling service is rendered for the materials and equipment in question.
2. Brand names and catalog numbers used herein to specify materials and equipment (unless otherwise noted) are to indicate the standards of design and quality required. Materials and equipment of equal quality of other manufacturers will be accepted subject to the approval of the Harbors Construction Engineer.
3. Electrical distribution equipment shall be supplied through a locally-based manufacturer's designated representative by a local distributor.
4. Where two or more similar type items are furnished, all shall be of the same manufacture, e.g. safety switches shall be of the same manufacturer unless otherwise noted.

- B. Junction Boxes and Equipment Gaskets. Stainless steel Type 316, NEMA 3R or 4X as indicated, neoprene gasket, stainless steel Type 316 screws, size as indicated.

C. Panelboards

1. Mounting, voltage rating, main bus capacity, breaker complement, and lugs as specified on drawings, complete with housing, door, trim, lock, and typewritten circuit directory. Provide ground bus for all panels.
2. Panelboards should have copper bussing with bolt-on, molded case circuit breakers. Provide 1-inch-per-pole breakers, half-size breakers not allowed. Circuit breaker complement short circuit ratings shall be fully rated. Use of series rated equipment will not be permitted. Toggle positions "ON", "OFF" and "TRIPPED" engraved or embossed on body and visible without removing enclosure cover.
3. All locks shall be common-key type. Furnish 6 sets of keys to the Harbors Construction Engineer.
4. Panel housing and entire circuit breaker complement shall be of the same manufacture.
5. Provide NEMA 4X, stainless steel Type 316 enclosures where indicated.

D. Raceways

1. Underground: Polyvinyl chloride (PVC) Schedule 40. All underground ductlines shall be concrete encased.
2. Above ground: Rigid Steel Conduit: Rigid steel, zinc-coated inside and outside, for use with threaded fittings. ANSI C80.1.

E. Wire and Cable

1. Conductors. All conductors shall be copper, No. 12 AWG minimum. No. 8 AWG and larger diameter shall be stranded; No. 10 AWG and smaller shall be solid. Do not provide wires and cables manufactured more than 12 months prior to the date of delivery to the site. Aluminum conductors shall not be provided.
2. Color Coding. Provide for feeder and branch circuit conductors. Color shall be green for grounding conductors and white for neutral conductor. Color of ungrounded conductors shall be as follows:
  - i. 480/277 volt, three phase:
    - a. Phase A – brown
    - b. Phase B – orange
    - c. Phase C – yellow
  - ii. 208/120 volt, three phase:
    - a. Phase A – black
    - b. Phase B – red
    - c. Phase C – blue
  - iii. 120/240 volt, single phase:
    - a. Phase A – black
    - b. Phase B – red
3. Insulation. Type XHHW for all underground conduit. Type THHN acceptable for above ground conduit, unless otherwise specified.
4. Bonding Conductors. Solid bare copper wire for sizes No. 8 AWG and smaller diameter; Class B, stranded bare copper wire for sizes No. 6 AWG and larger diameter

- F. Splices. Any splices necessary shall be compression type, mechanically firm and made only in wireway, pull boxes or handholes. Splices shall be sufficiently taped and coated to provide a completely waterproof permanent joint. An approved plastic electrical tape and waterproof coating shall be used. A minimum of two layers of tape shall be applied.

G. Electrical tapes

1. Insulating Tape. UL 510, plastic insulating tape, capable of performing in a continuous temperature environment of 80 degrees C.

2. Other Tapes. Tapes shall be UL listed for electrical insulation and other purposes in wire and cable splices. Terminations, repairs and miscellaneous purposes, electrical tapes shall comply with UL 510.
3. Cable Wrap. Nylon, twist-on type, ASTM D 4066 Group 2. Manufactured by Heyco Products, Inc. or approved equivalent.
4. Cable Support Grip. Wire mesh grip, tin-coated bronze wire or stainless steel wire (302 - 304). Manufactured by Hubbell or approved equivalent.
5. Warning tape. Pre-printed polyethylene tape marked with "CAUTION BURIED ELECTRICAL LINE BELOW," 4 mil thick, detectable foil backed, 3" minimum width.
6. Duct Seal. Pliable, non-toxic material used for application around and in conduits and to minimize moisture and rodent/insect infiltration. Must be re-entenable material allowing for removal/reapplication after initial installation. Non-drying, non-cracking, non-corrosive material that will not adversely affect raceways and conductors. Provide duct seal at all conduit risers at light poles and duct entries at handholes.
7. Precast Handholes. Handholes, including metal frames and covers, shall be the type noted on the drawings and shall be constructed in accordance with applicable details as indicated. Top, walls, and bottom shall consist of reinforced concrete. Walls and bottom shall be monolithic construction. Covers shall fit the frames without undue play. Castings shall be free from warp and blow holes that may impair their strength or appearance. Exposed metal shall have a smooth finish and sharp lines and arises. Provide all necessary lugs, rabbets, and brackets.
8. Hardware, Supports, Backing, Etc. All hardware, supports, backing and other accessories necessary to install electrical equipment shall be provided. Steel materials shall be stainless steel Type 316. Channel irons shall be stainless steel Type 316, unless otherwise indicated.

## 18.4 CONSTRUCTION METHODS

### A. General:

1. Comply with local County ordinances and regulations. Workmanship subject to approval of Harbors Division Construction Engineer and inspectors of the utilities who shall be afforded every opportunity to determine skill and competency.
2. Construction shall conform to construction practices as recommended by American Electricians practices as recommended by American Electricians Handbook by Croft (latest edition), National Electrical Code, National Electrical Safety Code, and applicable instructions of manufacturers of equipment and materials supplied for project.

3. Electrical outages shall be granted at the convenience of the Harbors. Requests for electrical outages shall be submitted, in writing, a minimum of two (2) weeks prior to the requested outage date and shall be approved by the Harbors Construction Engineer. The request shall indicate the date and time of the requested outage, and the proposed outage duration. Contractor shall advise and/or coordinate work with the Harbors Construction Engineer, Harbors District, and all users and tenants a minimum of two (2) weeks in advance
- B. Wiring System. Unless otherwise indicated or specified herein, wiring shall consist of single conductor cables installed in conduit in areas where permitted by the National Electrical Code.
- C. Installation of Conduit
1. Conduits with respect to size shall be installed exactly as shown on the drawings. No deviation from the plan shall be permitted except to increase the size of conduits, if necessary, to accommodate the required size and number of conductors to be installed therein.
  2. Conduits shall be installed approximately where shown. The exact location of conduits and conduit supports shall be determined after careful consideration has been given to the location of other existing electrical and civil work.
  3. Conduit system shall be continuous from fitting to fitting so that electrical continuity is obtained between all conduits of the system.
  4. All raceways shall be blown and swabbed after installation to remove any water then immediately sealed to prevent water infiltration during construction. Raceways must remain sealed except when pulling conductors. If water is discovered during the warranty period the Contractor shall remove water from raceways and associated boxes at no additional cost to the State
  5. Exposed conduit runs to be parallel and/or perpendicular to architectural and structural elements. Galvanized rigid steel conduit for all surface mounted conduit.
  6. Provide locknuts and bushings for all raceway terminations.
  7. Provide hubs for all raceway connections to boxes and enclosures exposed to weather.
- D. Underground Ductlines
1. Concrete. Concrete for electrical requirements shall be at least 3000 psi concrete with one-inch maximum aggregate conforming to the requirements of ARTICLE XVII - CAST-IN-PLACE CONCRETE.
  2. Earthwork. Excavation, backfilling, and pavement for repairs for electrical requirements shall conform to the requirements of the Hawaii Standard Specifications for Road and Bridge Construction, Section 204.

3. All underground ductlines shall be PVC Schedule 40. Ductlines shall be jacketed and shall be installed by qualified electricians. Coat tapered ends of ducts or conduits with sealing compound before coupling is applied to insure watertight joint. Concrete shall be poured without the use of mechanical vibrators. Tamp concrete manually with wooden rods. Thickness of concrete encasement shown is minimum and may be increased to fit actual shape of trench.
4. The top of the ductline shall be at a minimum depth as indicated on drawings.
5. Duct lines shall have a continuous slope downward toward handholes and away from buildings with a pitch of not less than 3 inches in 100 feet. Except at conduit risers, accomplish changes in direction of runs exceeding a total of 10 degrees, either vertical or horizontal, by long sweep bends having a minimum radius of curvature of 25 feet. Sweep bends may be made up of one or more curved or straight sections or combinations thereof. Manufactured bends shall have a minimum radius of 18 inches for use with conduits of less than 3 inches in diameter and a minimum radius of 36 inches for ducts of 3 inches in diameter and larger.
6. Terminate conduits in end-bells where duct lines enter handholes. Separators shall be of precast concrete, high impact polystyrene, steel, or any combination of these. Stagger the joints of the conduits by rows and layers so as to provide a duct line having the maximum strength. After laying, bind ducts with #12 wire and anchor to prevent movement during concrete pouring. During construction, protect partially completed duct lines from the entrance of debris such as mud, sand, and dirt by means of suitable conduit plugs.
7. The concrete encasement surrounding the ductbank shall be rectangular in cross-section and shall provide at least 3 inches of concrete cover for ducts. Separate conduits by a minimum concrete thickness of 2 inches unless otherwise indicated.

E. Aboveground Conductors

1. Mechanical means for pulling shall be torque-limiting type and not used for #2 AWG and smaller wires.
2. Pulling tension shall not exceed wire manufacturer's recommendations.
3. Where necessary, powdered soapstone or water-based wire pulling lubricant may be used as a lubricant for drawing wires through conduit. No other means of lubricating will be allowed.
4. Form neatly in enclosures for minimum of crossovers.
5. Splicing of Wire and Cable
  - i. Wires shall be formed neatly in enclosures and boxes.

- ii. Splice in accordance with the National Electrical Code (NEC). Make splices in conductors #10 AWG and smaller with insulated, pressure type connector. Splice conductors #8 through #4/0 with high pressure compression (indent) copper sleeve connectors. Do not use bolt-on connectors. Reinsulate splices and waterproof splices. Reinsulate splices according to wire manufacturer's instructions. Splice insulation shall be 200% in thickness of original wire insulation and of same electrical and mechanical characteristics. Tape shall be 7 mil minimum thickness vinyl plastic.

#### F. Underground Conductors

1. Cable Pulling. Pull cables down grade with the feed-in point at the handhole or building of the highest elevation. Use flexible cable feeds to convey cables through the handhole opening and into the duct runs. Cable slack shall be accumulated at each handhole or junction box where space permits by training the cable around the interior to form one complete loop. Minimum allowable bending radii shall be maintained in forming such loops.
2. Lubricants for assisting in the pulling of jacketed cables shall be those specifically recommended by the cable manufacturer. The lubricant shall not be deleterious to the cable sheath, jacket, or outer coverings.
3. Cable pulling tensions shall not exceed the maximum pulling tension recommended by the cable manufacturer.
4. Cable Terminating. Protect terminations of insulated power cables from accidental contact, deterioration of coverings and moisture by the use of terminating devices and materials. Install all terminations of insulated power cables and cable splices in accordance with the manufacturer's requirements. Make terminations using materials and methods as indicated or specified herein or as designated by the written instructions of the cable manufacturer and termination kit manufacturer.
5. Splices for 600 Volt Class Cables. Make splices in underground systems only in accessible locations such as handholes, using a compression connector on the conductor and by insulating and waterproofing by one of the following methods suitable for continuous submersion in water.
  - i. Provide cast-type splice insulation by means of molded casting process employing a thermosetting epoxy resin insulating material and apply by a gravity poured method or by a pressure injected method. The component materials of the resin insulation shall be in a packaged form ready for convenient mixing without removing from the package. Do not allow the cables to be removed until after the splicing material has completely set.
  - ii. Gravity poured method shall employ materials and equipment contained in an approved commercial splicing kit which includes a mold suitable for cables to be spliced. When the mold is in place

around the joined conductors, prepare the resin mix and pour into the mold. Do not allow cables to be moved until after the splicing materials have completely set.

- iii. Heat shrinkable method shall employ materials and equipment contained in an approved commercial splicing kit.

#### G. Grounding

1. Provide grounding for entire electrical installation as required by Article 250 of the National Electrical Code.
2. Final connection to equipment, raceways, and other metallic parts directly exposed to ungrounded electric conductors shall be No. 12 AWG minimum, copper, NEC type TW, green insulation. Use approved bonding terminal at panels.
3. All grounding wire runs shall be routed together with circuit conductors.
4. Install green-insulated equipment grounding conductor in all conduits. Conductor sizes per Article 250 of the National Electrical Code.
5. Grounding electrodes shall be cone pointed driven ground rods driven full depth less 6 inches, installed when indicated to provide an earth ground of the value before stated for the particular equipment being grounded.
6. Make grounding connections which are buried or otherwise normally inaccessible, and excepting specifically those connections for which access for periodic testing is required by exothermite type process. Make thermit welds strictly in accordance with the weld manufacturer's written recommendations. Welds which have "puffed up" or which show convex surfaces indicating improper cleaning are not acceptable. No mechanical connector is required at thermit weldments.
7. In lieu of an exothermic type process, a compression ground grid connector of a type which uses hydraulic compression tool to provide the correct circumferential pressure may be used. Tools and dies shall be as recommended by the manufacturer. An embossing die code or other standard method shall provide visible indication that a connector has been adequately compressed on the ground wire.
8. Equipment grounding conductors shall be bare soft-drawn copper wire No. 6 AWG minimum unless otherwise indicated or specified.

#### H. Finishing

1. All cutting that may be required for the complete installation of the electrical work shall be carefully performed and all patching shall be finished to match existing conditions.
2. Close unused knockouts in boxes or enclosures with metal cap.

3. Wipe clean all new exposed raceways and enclosures with rag and solvent.
- I. Miscellaneous Details. Cut, drill and patch as required to install electrical system. Repair any surface damaged or marred by notching, drilling, or any other process necessary for installation of electrical work. Cutting, repairs and refinishing subject to the approval of the Harbors Construction Engineer. Need for remedial work determined by Harbors Construction Engineer as attributable to poor coordination and workmanship shall be cause for reconstruction to the satisfaction of the Engineer.
    1. Touch-up all surfaces damaged by shipping, installation, etc., with paint matching original and as recommended by the paint manufacturer.
    2. Repair holes left by removal of electrical equipment to match existing.
    3. Furnish necessary test equipment and make all tests necessary to check for unspecified grounding, shorts, and wrong connections. Correct faulty conditions, if any.
  - J. Existing Underground Feeders: Existing underground conduit and conductors indicated on plans are approximate in location. Contractor is responsible to verify existing conditions prior to new work.
  - K. Demolition:
    1. Dispose of all removed equipment in accordance with State Department of Health requirements.
  - L. Cleaning and Repairing: During the progress of work, all rubbish, waste lumber, displaced materials, etc. shall be removed as soon as possible and upon completion of the work, Contractor shall remove from the State's property and from all public and private property, at their own expense, all temporary structures, rubbish and waste material resulting from their operations.

## 18.5 TESTING AND INSPECTION

All testing shall be witnessed by the Harbors Construction Engineer. The Contractor shall schedule all testing with the Harbors Construction Engineer, in writing, a minimum of two (2) weeks prior to testing.

- A. If the Harbors Construction Engineer (or their representative) shall discover any of the following errors, the Contractor, at their own expense, shall go over all similar portions of the entire job, taking the necessary or directed remedial action.
  1. Impaired clearances.
  2. Improper finish.
  3. Improper adjustment.

- B. Furnish necessary test equipment and make all tests necessary to check for unspecified grounding, shorts, and wrong connections. Correct faulty conditions, if any.
- C. The Contractor shall show by demonstration in service that all circuits and devices are in operating condition. Tests shall be such that each item of control equipment will function not less than five times.
- D. Wherever test or inspection reveals faulty materials or installation, the Contractor shall take corrective action, at their own expense, repairing or replacing materials or installation as directed. The materials or installation shall then be retested.
- E. Test all 600V class feeder cables. Perform the following test prior to connecting to equipment:
  - 1. All feeder wiring to light poles shall be tested to insure proper operation according of functions specified.
  - 2. Measure insulation resistance of all 600V conductors to ensure that no accidental shorts or grounds exist. All feeder cables, #10 or larger shall have insulation resistance of 1.5 megohms or higher. Insulation resistance shall be measured by 500 volts megger. Resistance of feeder cables shall be recorded and turned over in four copies to the Harbors Construction Engineer during final inspection. Proper operation of all electrical devices shall be demonstrated at request of the Harbors Construction Engineer during final inspection.
  - 3. Balance loading on each feeder.

#### 18.6 COMPLETION AND GUARANTEE

- F. Completion: The entire electrical installation shall be complete in every detail as specified, ready for use and tested, free of all accidental grounds and short circuits. The installation shall not be considered complete until "As-Built" drawings have been submitted and approved.
- G. Guarantee: The Contractor shall submit a written warranty stating that all parts of the electrical system be free from defects of material and workmanship. Any defects occurring within one year after final acceptance shall be corrected by the Contractor at no cost to the State.

#### 18.7 MEASUREMENT AND PAYMENT

Measurement and payment for electrical work as described in the Article shall not be measured.

The Contractor shall consider this work incidental to Bid Item No. 3 and No. 4 in the Proposal Schedule.

**END OF ARTICLE**

## **Requirements of Chapter 104, HRS Wages and Hours of Employees on Public Works Law**

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Chapter 104, HRS, applies to every public works construction project over \$2,000, regardless of the method of procurement or financing (purchase order, voucher, bid, contract, lease arrangement, warranty, SPRB).

### **Rate of Wages for Laborers and Mechanics**

- Minimum prevailing wages (basic hourly rate plus fringe benefits), as determined by the Director of Labor and Industrial Relations and published in wage rate schedules, shall be paid to the various classes of laborers and mechanics working on the job site. [§104-2(a), (b), Hawaii Revised Statutes (HRS)]
- If the Director of Labor determines that prevailing wages have increased during the performance of a public works contract, the rate of pay of laborers and mechanics shall be raised accordingly. [§104-2(a) and (b), HRS; §12-22-3(d) Hawaii Administrative Rules (HAR)]

### **Overtime**

- Laborers and mechanics working on a Saturday, Sunday, or a legal holiday of the State or more than eight hours a day on any other day shall be paid overtime compensation at not less than one and one-half times the basic hourly rate plus the cost of fringe benefits for all hours worked. If the Director of Labor determines that a prevailing wage is defined by a collective bargaining agreement, the overtime compensation shall be at the rates set by the applicable collective bargaining agreement [§§104-1, 104-2(c), HRS; §12-22-4.1, HAR]

### **Weekly Pay**

- Laborers and mechanics employed on the job site shall be paid their full wages at least once a week, without deduction or rebate, except for legal deductions, within five working days after the cutoff date. [§104-2(d), HRS]

### **Posting of Wage Rate Schedules**

- Wage rate schedules with the notes for prevailing wages and special overtime rates, shall be posted by the contractor in a prominent and easily accessible place at the job site. A copy of the entire wage rate schedule shall be given to each laborer and mechanic employed under the contract, except when the employee is covered by a collective bargaining agreement. [§104-2(d), HRS]

### **Withholding of Accrued Payments**

- If necessary, the contracting agency may withhold accrued payments to the contractor to pay to laborers and mechanics employed by the contractor or subcontractor on the job site any difference between the wages required by the public works contract or specifications and the wages received. [§104-2(e), HRS]

### **Certified Weekly Payrolls and Payroll Records**

- A certified copy of all payrolls shall be submitted weekly to the contracting agency. [§104-3(a), HRS; §12-22-10, HAR]
- The contractor is responsible for the submission of certified copies of the payrolls of all subcontractors. The certification shall affirm that the payrolls are correct and complete, that the wage rates listed are not less than the applicable rates contained in the applicable wage rate schedule, and that the classifications for each laborer or mechanic conform with the work the laborer or mechanic performed. [§104-3(a), HRS; §12-22-10, HAR]
- Payroll records shall be maintained by the contractor and subcontractors for three years after completion of construction. The records shall contain: [§104-3(b), HRS; §12-22-10, HAR]
  - the name and home address of each employee
  - the last four digits of social security number
  - a copy of the apprentice's registration with DLIR
  - the employee's correct classification
  - rate of pay (basic hourly rate + fringe benefits)
  - itemized list of fringe benefits paid
  - daily and weekly hours worked
  - weekly straight time and overtime earnings
  - amount and type of deductions
  - total net wages paid
  - date of payment
- Records shall be made available for examination by the contracting agency, the Department of Labor and Industrial Relations (DLIR), or any of its authorized representatives, who may also interview employees during working hours on the job. [§§104-3(c), 104-22(a), HRS; §12-22-10, HAR]

## Termination of Work on Failure to Pay Wages

- If the contracting agency finds that any laborer or mechanic employed on the job site by the contractor or any subcontractor has not been paid prevailing wages or overtime, the contracting agency may, by written notice to the contractor, terminate the contractor's or subcontractor's right to proceed with the work or with the part of the work in which the required wages or overtime compensation have not been paid. The contracting agency may complete this work by contract or otherwise, and the contractor or contractor's sureties shall be liable to the contracting agency for any excess costs incurred. [§104-4, HRS]

## Apprentices

- Apprentice wage rates apply to contractors who are a party to a bona fide apprenticeship program which has been registered with the DLIR. In order to be paid apprentice rates, apprentices must be parties to an agreement either registered with or recognized as a USDOL nationally approved apprenticeship program by the DLIR, Workforce Development Division, (808) 586-8877, and the apprentice must be individually registered by name with the DLIR. [§12-22-6(1) and (2), HAR]
- The number of apprentices on any public work in relation to the number of journeyworkers in the same craft classification as the apprentices employed by the same employer on the same public work may not exceed the ratio allowed under the apprenticeship standards registered with or recognized by the DLIR. A registered or recognized apprentice receiving the journeyworker rate will not be considered a journeyworker for the purpose of meeting the ratio requirement. [§12-22-6(3), HAR]

## Enforcement

- To ensure compliance with the law, DLIR and the contracting agency will conduct investigations of contractors and subcontractors. If a contractor or subcontractor violates the law, the penalties are: [§104-24, HRS]
  - First Violation Equal to 25% of back wages found due or \$250 per offense up to \$2,500, whichever is greater.
  - Second Violation Equal to amount of back wages found due or \$500 for each offense up to \$5,000, whichever is greater.
  - Third Violation Equal to two times the amount of back wages found due or \$1,000 for each offense up to \$10,000, whichever is greater; and  
**Suspension** from doing any new work on any public work of a governmental contracting agency for three years.
- A violation would be deemed a second violation if it occurs within two years of the **first notification of violation**, and a third violation if it occurs within three years of **the second notification of violation**. [§104-24, HRS; §12-22-25(b), HAR]
- **Suspension:** For a first or second violation, the department shall immediately suspend a contractor who fails to pay wages or penalties until all wages and penalties are paid in full. For a third violation, the department shall penalize and suspend the contractor as described above, **except that if the contractor continues to violate the law, then the department shall immediately suspend the contractor for a mandatory three years. The contractor shall remain suspended until all wages and penalties are paid in full.** [§§104-24, 104-25, HRS]
- **Suspension:** Any contractor who fails to make payroll records accessible or provide requested information within 10 days, or fails to keep or falsifies any required record, shall be assessed a penalty including suspension as provided in Section 104-22(b) and 104-25(a)(3), HRS. [§104-3(c), HRS; §12-22-26, HAR]
- If any contractor interferes with or delays any investigation, the contracting agency shall withhold further payments until the delay has ceased. Interference or delay includes failure to provide requested records or information within ten days, failure to allow employees to be interviewed during working hours on the job, and falsification of payroll records. The department shall assess a penalty of \$10,000 per project, and \$1,000 per day thereafter, for interference or delay. [§104-22(b), HRS; §12-22-26, HAR]
- Failure by the contracting agency to include in the provisions of the contract or specifications the requirements of Chapter 104, HRS, relating to coverage and the payment of prevailing wages and overtime, is not a defense of the contractor or subcontractor for noncompliance with the requirements of this chapter. [§104-2(f), HRS]



For additional information, visit the department's website at <http://labor.hawaii.gov/wsd> or contact any of the following DLIR offices:

Oahu (Wage Standards Division) .....(808) 586-8777  
Hawaii Island.....(808) 974-6464  
Maui and Kauai .....(808) 243-5322

STATE OF HAWAII  
DEPARTMENT OF TRANSPORTATION  
HARBORS

PROPOSAL

PROPOSAL TO THE  
STATE OF HAWAII  
DEPARTMENT OF TRANSPORTATION  
HARBORS

PROJECT: KAHULUI, PIER 1, ELECTRICAL UPGRADE AND  
STANDARDIZATION  
KAHULUI HARBOR, MAUI, HAWAII

PROJECT NO.: P30253

COMPLETION TIME: All work shall be completed within SEVEN HUNDRED AND  
THIRTY (730) CALENDAR DAYS from the date indicated in the  
Notice to Proceed (NTP) from the Department. The 730  
CALENDAR DAYS are inclusive of completing all submittals and  
permits, and substantial completion of the work to the satisfaction  
of the Department of Transportation Harbors.

LIQUIDATED DAMAGES: THREE HUNDRED AND NO/100 DOLLARS (\$300.00) for each  
and every calendar day which the Contractor has failed to complete  
the work or portions of the work on time.

PROJECT MANAGER: Jonathan Yee  
DOT-Harbors  
79 S. Nimitz Highway  
Honolulu, HI 96813  
jonathan.sw.yee@hawaii.gov  
(808) 587-1956

ELECTRONIC  
SUBMITTAL: **Bidders shall submit and upload the complete proposal to HiePRO prior to the bid opening date and time. Any additional support documents explicitly designated as confidential and/or proprietary shall be uploaded as a separate file to HiePRO. See SPECIAL PROVISIONS 2.8 PREPARATION AND DELIVERY OF BID for complete details. FAILURE TO UPLOAD THE COMPLETE PROPOSAL TO HiePRO SHALL BE GROUNDS FOR REJECTION OF THE BID.**

Director of Transportation  
869 Punchbowl Street  
Honolulu, Hawaii 96813

Dear Sir:

The undersigned Bidder declares the following:

1. It has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal.
2. It has not been assisted or represented on this matter by any individual who has, in a State capacity, been involved in the subject matter of this contract within the past two years.
3. It has not and will not, either directly or indirectly offered or given a gratuity (i.e. an entertainment or gift) to any State or County employee to obtain a contract or favorable treatment under a contract.

The undersigned Bidder further agrees to the following:

1. If this proposal is accepted, it shall execute a contract with the Department to provide all necessary labor, machinery, tools, equipment, apparatus and any other means of construction, to do all the work and to furnish all the materials specified in the contract in the manner and within the time therein prescribed in the contract, and that it shall accept in full payment therefore the sum of the unit and/or lump sum prices as set forth in the attached proposal schedule for the actual quantities of work performed and materials furnished and furnish satisfactory security in accordance with Section 103D-324, Hawaii Revised Statutes, within 10 days after the award of the contract or within such time as the Director of Transportation may allow after the undersigned has received the contract documents for execution, and is fully aware that non-compliance with the aforementioned terms will result in the forfeiture of the full amount of the bid guarantee required under Section 103D-323, Hawaii Revised Statutes.
2. That the quantities given in the attached proposal schedule are approximate only and are intended principally to serve as a guide in determining and comparing the bids.
3. That the Department does not either expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work, or to omit portions of the work, as may be deemed necessary or advisable by the Director of Transportation, and that all increased or decreased quantities of work shall be performed at the unit prices set forth in the attached proposal schedule except as provided for in the specifications.

4. In case of a discrepancy between unit prices and the totals in said Proposal Schedule, the unit prices shall prevail.
5. Agrees to begin work within 10 working days after the date of notification to commence with the work, which date is in the notice to proceed, and shall finish the entire project within the time prescribed.
6. The Director of Transportation reserves the right to reject any or all bids and to waive any defects when in the Director's opinion such rejections or waiver will be for the best interest of the public.
7. The undersigned Bidder further agrees to the following: Pursuant to HAR §3-122-13(e), any contractor (including consultants) paid for services to develop or prepare specifications or work statements shall be precluded from submitting an offer or receiving a contract for that particular solicitation. This includes the preparation of reports relied upon by HDOT in the development of the project scope.

The Bidder acknowledges receipt of and certifies that it has completely examined the following listed items: the Hawaii Department of Transportation, Air and Water Transportation Facilities Division General Provisions for Construction Projects dated 2016, the Notice to Bidders, the Special Provisions, if any, the Technical Provisions, the Proposal, the Contract and Bond Forms, and the Project Plans.

In accordance with Section 103D-323, Hawaii Revised Statutes, this proposal is accompanied with a bid security in the amount of 5% of the total amount bid, in the form checked below. (Check applicable bid security submitted with bid.)

Surety Bid Bond (Use standard form),

Cash,

Cashier's Check,

Certified Check, or

\_\_\_\_\_  
(Fill in other acceptable security.)

The undersigned Bidder acknowledges receipt of any addendum issued by the Department by recording in the space below the date of receipt.

Addendum No. 1 \_\_\_\_\_

Addendum No. 3 \_\_\_\_\_

Addendum No. 2 \_\_\_\_\_

Addendum No. 4 \_\_\_\_\_

In accordance with Section 103D-302, Hawaii Revised Statutes, the undersigned as Bidder, has listed the name of each person or firm, who will be engaged by the Bidder on the project as a Subcontractor or Joint Contractor and the nature of work to be done by each. **The Bidder must adequately and unambiguously disclose the unique nature and scope of the work to be performed by each Subcontractor or Joint Contractor.** For each listed firm, the Bidder declares the respective firm is a Subcontractor or Joint Contractor and is subject to evaluation as a Subcontractor or Joint Contractor. It is understood that failure to comply with the aforementioned requirements may be cause for rejection of the bid submitted.

<u>Name of Subcontractor</u>	<u>Nature and Scope of Work</u>
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____

<u>Name of Joint Contractor</u>	<u>Nature and Scope of Work</u>
1. _____	_____
2. _____	_____
3. _____	_____

**NOTES:**

"None" or if left blank indicates no Subcontractor or Joint Contractor.

If more space is needed, attach additional sheets.

The undersigned hereby certifies that the bid prices contained in the attached proposal schedule have been carefully checked and are submitted as correct and final.

This declaration is made with the understanding that the undersigned is subject to the penalty of perjury under the laws of the United States and is in violation of the Hawaii Penal Code, Section 710-1063, unsworn falsification to authorities, of the Hawaii Revised Statutes, for knowingly rendering a false declaration.

\_\_\_\_\_  
Bidder (Company Name)

By \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Business Telephone

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contact Person (If different from above)

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

NOTE:

If Bidder is a CORPORATION, the legal name of the corporation shall be set forth above, the corporate seal affixed, together with the signature(s) of the officer(s) authorized to sign contracts for the corporation. Please attach to this page current (not more than six months old) evidence of the authority of the officer(s) to sign for the corporation.

If Bidder is a PARTNERSHIP, the true name of the partnership shall be set forth above, with the signature(s) of the general partner(s). Please attach to this page current (not more than six months old) evidence of the authority of the partner authorized to sign for the partnership.

If Bidder is an INDIVIDUAL, the bidder's signature shall be placed above.

If signature is by an agent, other than an officer of a corporation or a partner of a partnership, a POWER OF ATTORNEY must be on file with the Department before opening bids or submitted with the bid. Otherwise, the Department may reject the bid as irregular and unauthorized.

## PREFERENCES

Bidders agree that preferences shall be taken into consideration to determine the low bidder in accordance with said Sections and the rules promulgated, however, the award of contract will be in the amount of the bid offered exclusive of any preferences.

### **A. HAWAII PRODUCTS PREFERENCE**

In accordance with ACT 174, SLH 2022, effective June 27, 2022, Hawaii Products Preference shall not apply to solicitations for public works construction. Therefore, the Hawaii Products Preference shall not apply to this project.

### **B. APPRENTICESHIP PROGRAMS PREFERENCE**

In accordance with ACT 17, SLH 2009 – Apprenticeship Program, a 5% bid adjustment for bidders that are parties to apprenticeship agreements pursuant to Hawaii Revised Statutes (HRS) Section 103-55.6 may be applied to the bidder's price for evaluation purposes.

Any bidder seeking this preference must be a party to an apprenticeship agreement registered with the Department of Labor and Industrial Relations at the time the offer is made for each apprenticeable trade the bidder will employ to construct the public works projects for which the offer is being made.

The bidder is responsible for complying with all submission requirements for registration of its apprenticeship program before requesting the preference.

**( ) Yes, I wish to be considered for the Apprenticeship Programs Preference. I have included Certification Form(s) 1 with my bid.**

### **C. RECYCLED PRODUCT PREFERENCE**

Recycled product preference shall not apply to this proposal.

r8/11/2022

KAHULUI, PIER 1, ELECTRICAL UPGRADE AND STANDARDIZATION

KAHULUI HARBOR, MAUI, HAWAII

PROPOSAL SCHEDULE – HARBORS

P30253

<b><u>PROPOSAL</u></b>					
ITEM NO.	DESCRIPTION	QTY (a)	UNIT	UNIT PRICE (b)	TOTAL (axb)
1	Mobilization (not to exceed 6% of the sum of all items excluding the bid price of this item), as described in Article XII	L.S.	L.S.	L.S.	\$ _____
2	Temporary Water Pollution, Dust, and Erosion Control Work, as described in Article XIII	L.S.	L.S.	L.S.	\$ _____
3	Removal and replacement of existing electrical equipment, conductors, and conduit at the building.	L.S.	L.S.	L.S.	\$ _____
4	Installation of new concrete-encased conduit and conductors to serve existing high mast pole lights.	L.S.	L.S.	L.S.	\$ _____
5	Testing and remediation of potentially hazardous and/or contaminated soils	FORCE ACCOUNT	FORCE ACCOUNT	FORCE ACCOUNT	\$ <u>250,000</u>

**TOTAL AMOUNT FOR COMPARISON OF BIDS**

\$ \_\_\_\_\_

Notes:

1. Bids shall include all Federal, State, County and other applicable taxes and fees.
2. The TOTAL AMOUNT FOR COMPARISON OF BIDS shall be used to determine the lowest responsible bidder.

JOB P30253

3. Bidders shall complete all unit prices and amounts. Failure to do so shall be grounds for rejection of bid.
4. If a discrepancy occurs between unit bid price and the bid price, the unit bid price shall govern.
5. **Bidders shall submit and upload the complete proposal to HlePRO prior to the bid opening date and time. Proposals received after said due date and time shall not be considered. Any additional support documents explicitly designated as confidential and/or proprietary shall be uploaded as a separate file to HlePRO. Bidders shall not include confidential and/or proprietary documents with the proposal. The record of each bidder and respective bid shall be open to public inspection.** Original (wet ink, hard copy) proposal documents are not required to be submitted. **Contract award shall be based on evaluation of proposals submitted and uploaded to HlePRO.**

**FAILURE TO UPLOAD THE COMPLETE PROPOSAL TO HlePRO SHALL BE GROUNDS FOR REJECTION OF THE BID.**

If there is a conflict between the specification document and the HlePRO solicitation, the specifications shall govern and control, unless otherwise specified.

6. The TOTAL AMOUNT FOR COMPARISON OF BIDS herein shall include all labor, materials, equipment, and incidentals necessary to construct all items, complete in place, all in accordance with the plans and specifications.
7. Submission of a Proposal is a warranty that the bidder has made an examination of the project site and is fully aware of all conditions to be encountered in performing the work and the requirements of the plans and specifications.
8. The bidder's attention is directed to Section 2.11 – BID SECURITY of the "General Provisions", as amended by the Special Provisions.
9. If the lowest TOTAL AMOUNT FOR COMPARISON OF BIDS is less than, or approximately equal to the funds available for this project, an award will be made to the lowest responsible bidder.

10. If the lowest TOTAL AMOUNT FOR COMPARISON OF BIDS exceeds the funds available for this project, the State reserves the right to negotiate with the lowest responsible bidder as permitted under Section 103D-302, Hawaii Revised Statutes, as amended, to reduce the scope of work and award a contract.

# SURETY BID BOND

Bond No. \_\_\_\_\_

KNOW TO ALL BY THESE PRESENTS:

That we, \_\_\_\_\_  
(full name or legal title of offeror)

as Offeror, hereinafter called the Principal, and

\_\_\_\_\_  
(name of bonding company)

as Surety, hereinafter called Surety, a corporation authorized to transact business as a Surety in the State of Hawaii, are held and firmly bound unto

\_\_\_\_\_  
(State/county entity)

as Owner, hereinafter called Owner, in the penal sum of

\_\_\_\_\_  
(required amount of bid security)

Dollars (\$ \_\_\_\_\_), lawful money of the United States of America, for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

## WHEREAS:

The Principal has submitted an offer for

\_\_\_\_\_  
(project by number and brief description)

## NOW, THEREFORE:

The condition of this obligation is such that if the Owner shall reject said offer, or in the alternate, accept the offer of the Principal and the Principal shall enter into a contract with the Owner in accordance with the terms of such offer, and give such bond or bonds as may be specified in the solicitation or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof as specified in the solicitation then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Name of Principal (Offeror) (Seal)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Surety (Seal)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**STATE OF HAWAII**  
**DEPARTMENT OF TRANSPORTATION**  
**HONOLULU, HAWAII**

**FORMS**

**Contents**

**Contract**

**Performance Bond (Surety)**

**Performance Bond**

**Labor and Material Payment Bond (Surety)**

**Labor and Material Payment Bond**

**Chapter 104 Compliance Certificate**

**Certification of Compliance for Employment of State Residents**

CONTRACT

THIS AGREEMENT, made this day of \_\_\_\_\_, by and between the STATE OF HAWAII, by its Director of Transportation, hereinafter referred to as "STATE", and «CONTRACTOR», «STATE\_OF\_INCORPORATON», whose business/post office address is «ADDRESS», hereinafter referred to as CONTRACTOR";

WITNESSETH: That for and in consideration of the payments hereinafter mentioned, the CONTRACTOR hereby covenants and agrees with the STATE to complete in place, furnish and pay for all labor and materials necessary for "«PROJECT\_NAME\_AND\_NO»", or such a part thereof as shall be required by the STATE, the total amount of which labor, material and construction shall be computed at the unit and/or lump sum prices set forth in the attached proposal schedule and shall be the sum of «BASIC»----DOLLARS (\$«BASIC\_NUMERIC») as follows:

TOTAL AMOUNT FOR COMPARISON OF BIDS.....\$«BASIC\_NUMERIC»

which sum shall be provided from State funds, all in accordance with the specifications, the special provisions, if any, the notice to bidders, the instructions to bidders, the proposal and plans for «PROJECT\_NO\_ONLY», and any supplements thereto, on file in the office of the Director of Transportation. These documents, together with all alterations, amendments, and additions thereto and deductions therefrom, are attached hereto or incorporated herein by reference and made a part of this contract.

The CONTRACTOR hereby covenants and agrees to complete such construction within «WORKING\_DAYS» from the date indicated in the Notice to Proceed from the State subject, however, to such extensions as may be provided for in writing under the specifications.

For and in consideration of the covenants, undertakings and agreements of the CONTRACTOR herein set forth and upon the full and faithful performance thereof by the CONTRACTOR, the STATE hereby agrees to pay the CONTRACTOR the sum of «BASIC»---DOLLARS (\$«BASIC\_NUMERIC») in lawful money, but not more than such part of the same as is actually earned according to the STATE's determination of the actual quantities of work performed and materials furnished by the CONTRACTOR at the unit or lump sum prices set forth in the attached proposal schedule. Such payment, including any extras, shall be made, subject to such additions or deductions hereto or hereafter made in the manner and at the time prescribed in the specifications and this contract.

An additional sum of «EXTRAS»-----DOLLARS (\$«EXTRA\_NUMERIC») is hereby provided for extra work.

All words used herein in the singular shall extend to and include the plural. All words used in the plural shall extend to and include the singular. The use of any gender shall extend to and include all genders.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed the day and year first above written.

STATE OF HAWAII

\_\_\_\_\_  
Director of Transportation

«CONTRACTOR»

(Seal)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Print Title

\_\_\_\_\_  
Date

**PERFORMANCE BOND (SURETY)**  
(6/21/07)

**KNOW TO ALL BY THESE PRESENTS:**

That \_\_\_\_\_,  
*(Full Legal Name and Street Address of Contractor)*

as Contractor, hereinafter called Principal, and \_\_\_\_\_  
\_\_\_\_\_  
*(Name and Street Address of Bonding Company)*

as Surety, hereinafter called Surety, a corporation(s) authorized to transact business as a  
surety in the State of Hawaii, are held and firmly bound unto the \_\_\_\_\_,  
*(State/County Entity)*

its successors and assigns, hereinafter called Obligee, in the amount of \_\_\_\_\_

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), to which payment Principal and Surety bind themselves,  
their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by  
these presents.

**WHEREAS**, the above-bound Principal has signed a Contract with Obligee on  
\_\_\_\_\_, for the following project: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

hereinafter called Contract, which Contract is incorporated herein by reference and made a part  
hereof.

**NOW THEREFORE**, the condition of this obligation is such that:

If the Principal shall promptly and faithfully perform, and fully complete the Contract in  
strict accordance with the terms of the Contract as said Contract may be modified or amended  
from time to time; then this obligation shall be void; otherwise to remain in full force and effect.

Surety to this Bond hereby stipulates and agrees that no changes, extensions of time, alterations, or additions to the terms of the Contract, including the work to be performed thereunder, and the specifications or drawings accompanying same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, extensions of time, alterations, or additions, and agrees that they shall become part of the Contract.

In the event of Default by the Principal, of the obligations under the Contract, then after written Notice of Default from the Obligee to the Surety and the Principal and subject to the limitation of the penal sum of this bond, Surety shall remedy the Default, or take over the work to be performed under the Contract and complete such work, or pay moneys to the Obligee in satisfaction of the surety's performance obligation on this bond.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(Seal)

\_\_\_\_\_  
Name of Principal (Contractor)

\*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

(Seal)

\_\_\_\_\_  
Name of Surety

\*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**\*ALL SIGNATURES MUST BE ACKNOWLEDGED  
BY A NOTARY PUBLIC**

# PERFORMANCE BOND

**KNOW TO ALL BY THESE PRESENTS:**

That we, \_\_\_\_\_  
*(full legal name and street address of Contractor)*

as Contractor, hereinafter called Contractor, is held and firmly bound unto the

\_\_\_\_\_ *(State/County entity)*

its successors and assigns, as Obligee, hereinafter called Obligee, in the amount

\_\_\_\_\_ DOLLARS \$ \_\_\_\_\_),  
*(Dollar amount of Contract)*

lawful money of the United States of America, for the payment of which to the said Obligee, well and truly to be made, Contractor binds itself, its heir, executors, administrators, successors and assigns, firmly by these presents. Said amount is evidenced by:

- Legal Tender;**
- Share Certificate** unconditionally assigned to or made payable at sight to \_\_\_\_\_  
Description: \_\_\_\_\_;
- Certificate of Deposit**, No. \_\_\_\_\_, dated \_\_\_\_\_ issued by \_\_\_\_\_ drawn on \_\_\_\_\_ a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to \_\_\_\_\_;
- Cashier's Check** No. \_\_\_\_\_, dated \_\_\_\_\_ drawn on \_\_\_\_\_ a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to \_\_\_\_\_;
- Teller's Check** No. \_\_\_\_\_, dated \_\_\_\_\_ drawn on \_\_\_\_\_ a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to \_\_\_\_\_;
- Treasurer's Check** No. \_\_\_\_\_, dated \_\_\_\_\_ drawn on \_\_\_\_\_ a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to \_\_\_\_\_;
- Official Check** No. \_\_\_\_\_, dated \_\_\_\_\_ drawn on \_\_\_\_\_ a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to \_\_\_\_\_;
- Certified Check** No. \_\_\_\_\_, dated \_\_\_\_\_ accepted by a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to \_\_\_\_\_;

**WHEREAS:**

The Contractor has by written agreement dated \_\_\_\_\_ entered into a contract with Obligee for the following Project: \_\_\_\_\_

hereinafter called Contract, which Contract is incorporated herein by reference and made a part hereof.

**NOW THEREFORE,**

The Condition of this obligation is such that, if Contractor shall promptly and faithfully perform the Contract in accordance with, in all respects, the stipulations, agreements, covenants and conditions of the Contract as it now exists or may be modified according to its terms, and shall deliver the Project to the Obligee, or to its successors or assigns, fully completed as in the Contract specified and free from all liens and claims and without further cost, expense or charge to the Obligee, its officers, agents, successors or assigns, free and harmless from all suits or actions of every nature and kind which may be brought for or on account of any injury or damage, direct or indirect, arising or growing out of the doing of said work or the repair or maintenance thereof or the manner of doing the same or the neglect of the Contractor or its agents or servants or the improper performance of the Contract by the Contractor or its agents or servants or from any other cause, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

**AND IT IS HEREBY STIPULATED AND AGREED** that suit on this bond may be brought before a court of competent jurisdiction without a jury, and that the sum or sums specified in the said Contract as liquidated damages, if any, shall be forfeited to the Obligee, its successors or assigns, in the event of a breach of any, or all, or any part of, covenants, agreements, conditions, or stipulations contained in the Contract or in this bond in accordance with the terms thereof.

The amount of this bond may be reduced by and to the extent of any payment or payments made in good faith hereunder.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(Seal) \_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Signature\*

\_\_\_\_\_  
Title

\*ALL SIGNATURES MUST BE ACKNOWLEDGED  
BY A NOTARY PUBLIC

**LABOR AND MATERIAL PAYMENT BOND (SURETY)**  
(6/21/07)

**KNOW TO ALL BY THESE PRESENTS:**

That \_\_\_\_\_,  
*(Full Legal Name and Street Address of Contractor)*

as Contractor, hereinafter called Principal, and \_\_\_\_\_  
\_\_\_\_\_  
*(Name and Street Address of Bonding Company)*

as Surety, hereinafter called Surety, a corporation(s) authorized to transact business as a surety in the State of Hawaii, are held and firmly bound unto the \_\_\_\_\_,  
*(State/County Entity)*

its successors and assigns, hereinafter called Obligee, in the amount of \_\_\_\_\_

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_), to which payment Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the above-bound Principal has signed Contract with the Obligee on \_\_\_\_\_ for the following project: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

hereinafter called Contract, which Contract is incorporated herein by reference and made a part hereof.

**NOW THEREFORE**, the condition of this obligation is such that if the Principal shall promptly make payment to any Claimant, as hereinafter defined, for all labor and materials supplied to the Principal for use in the performance of the Contract, then this obligation shall be void; otherwise to remain in full force and effect.

1. Surety to this Bond hereby stipulates and agrees that no changes, extensions of time, alterations, or additions to the terms of the Contract, including the work to be performed thereunder, and the specifications or drawings accompanying same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, extensions of time, alterations, or additions, and agrees that they shall become part of the Contract.

2. A "Claimant" shall be defined herein as any person who has furnished labor or materials to the Principal for the work provided in the Contract.

Every Claimant who has not been paid amounts due for labor and materials furnished for work provided in the Contract may institute an action against the Principal and its Surety on this bond at the time and in the manner prescribed in Section 103D-324, Hawaii Revised Statutes, and have the rights and claims adjudicated in the action, and judgment rendered thereon; subject to the Obligee's priority on this bond. If the full amount of the liability of the Surety on this bond is insufficient to pay the full amount of the claims, then after paying the full amount due the Obligee, the remainder shall be distributed pro rata among the claimants.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(Seal)

\_\_\_\_\_  
Name of Principal (Contractor)

\*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

(Seal)

\_\_\_\_\_  
Name of Surety

\*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**\*ALL SIGNATURES MUST BE ACKNOWLEDGED  
BY A NOTARY PUBLIC**

# LABOR AND MATERIAL PAYMENT BOND

KNOW TO ALL BY THESE PRESENTS:

That we, \_\_\_\_\_  
(full legal name and street address of Contractor)

as Contractor, hereinafter called Contractor, is held and firmly bound unto \_\_\_\_\_  
(State/County entity)

its successors and assigns, as Obligee, hereinafter called Obligee, in the amount  
\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_ )  
(Dollar amount of Contract)

lawful money of the United States of America, for the payment of which to the said Obligee, well and truly to be made, Contractor binds itself, its heir, executors, administrators, successors and assigns, firmly by these presents. Said amount is evidenced by:

- Legal Tender;
- Share Certificate unconditionally assigned to or made payable at sight to \_\_\_\_\_  
Description: \_\_\_\_\_
- Certificate of Deposit, No. \_\_\_\_\_, dated \_\_\_\_\_ issued by \_\_\_\_\_ drawn on \_\_\_\_\_ a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to \_\_\_\_\_;
- Cashier's Check No. \_\_\_\_\_, dated \_\_\_\_\_ drawn on \_\_\_\_\_ a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to \_\_\_\_\_;
- Teller's Check No. \_\_\_\_\_, dated \_\_\_\_\_ drawn on \_\_\_\_\_ a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to \_\_\_\_\_;
- Treasurer's Check No. \_\_\_\_\_, dated \_\_\_\_\_ drawn on \_\_\_\_\_ a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to \_\_\_\_\_;
- Official Check No. \_\_\_\_\_, dated \_\_\_\_\_ drawn on \_\_\_\_\_ a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to \_\_\_\_\_;
- Certified Check No. \_\_\_\_\_, dated \_\_\_\_\_ accepted by a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to \_\_\_\_\_;

**WHEREAS:**

The Contractor has by written agreement dated \_\_\_\_\_ entered into a contract with Obligee for the following Project: \_\_\_\_\_

hereinafter called Contract, which Contract is incorporated herein by reference and made a part hereof.

**NOW THEREFORE,**

The condition of this obligation is such that, if Contractor shall promptly and faithfully perform the Contract in accordance with, in all respects, the stipulations, agreements, covenants and conditions of the Contract as it now exists or may be modified according to its terms, free from all liens and claims and without further cost, expense or charge to the Obligee, its officers, agents, successors or assigns, free and harmless from all suits or actions of every nature and kind which may be brought for or on account of any injury or damage, direct or indirect, arising or growing out of the doing of said work or the repair or maintenance thereof or the manner of doing the same or the neglect of the Contractor or its agents or servants or the improper performance of the Contract by the Contractor or its agents or servants or from any other cause, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

**AND IT IS HEREBY STIPULATED AND AGREED** that suit on this bond may be brought before a court of competent jurisdiction without a jury, and that the sum or sums specified in the said Contract as liquidated damages, if any, shall be forfeited to the Obligee, its successors or assigns, in the event of a breach of any, or all, or any part of, covenants, agreements, conditions, or stipulations contained in the Contract or in this bond in accordance with the terms thereof.

**AND IT IS HEREBY STIPULATED AND AGREED** that this bond shall inure to the benefit of any and all persons entitled to file claims for labor performed or materials furnished in said work so as to give any and all such persons a right of action as contemplated by Sections 103D-324(d) and 103D-324(e), Hawaii Revised Statutes.

The amount of this bond may be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payments of mechanics' liens which may be filed of record against the Project, whether or not claim for the amount of such lien be presented under and against this bond..

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(Seal) \_\_\_\_\_

Name of Contractor

\_\_\_\_\_  
Signature\*

\_\_\_\_\_  
Title

ALL SIGNATURES MUST BE ACKNOWLEDGED BY A NOTARY PUBLIC

CHAPTER 104, HRS COMPLIANCE CERTIFICATE

The undersigned bidder does hereby certify to the following:

1. Individuals engaged in the performance of the contract on the job site shall be paid:
  - A. Not less than the wages that the director of labor and industrial relations shall have determined to be prevailing for corresponding classes of laborers and mechanics employed on public works projects; and
  - B. Overtime compensation at one and one-half times the basic hourly rate plus fringe benefits for hours worked on Saturday, Sunday, or a legal holiday of the State or in excess of eight hours on any other day.
2. All applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety shall be fully complied with.

DATED at Honolulu, Hawaii, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
«CONTRACTOR»  
Name of Corporation, Partnership, or Individual

\_\_\_\_\_  
Signature and Title of Signer

Notary Seal  
NOTARY ACKNOWLEDGEMENT

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_  
Notary signature \_\_\_\_\_  
Notary public, State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Notary Seal  
NOTARY CERTIFICATION

Doc. Date: \_\_\_\_\_ #Pages: \_\_\_\_\_  
Notary Name: \_\_\_\_\_ Circuit \_\_\_\_\_  
Doc. Description: \_\_\_\_\_  
\_\_\_\_\_  
Notary signature \_\_\_\_\_  
Date \_\_\_\_\_

**PROVISIONS TO BE INCLUDED IN  
CONSTRUCTION PROCUREMENT SOLICITATIONS**

1. Definitions for terms used in HRS Chapter 103B as amended by Act 192, SLH 2011:
  - a. "Contract" means contracts for construction under 103D, HRS.
  - b. "Contractor" has the same meaning as in Section 103D-104, HRS, provided that "contractor" includes a subcontractor where applicable.
  - c. "Construction" has the same meaning as in Section 103D-104, HRS.
  - d. "General Contractor" means any person having a construction contract with a governmental body.
  - e. "Procurement Officer" has the same meaning as in Section 103D-104, HRS.
  - f. "Resident" means a person who is physically present in the State of Hawai'i at the time the person claims to have established the person's domicile in the State of Hawai'i and shows the person's intent is to make Hawai'i the person's primary residence.
  - g. "Shortage trade" means a construction trade in which there is a shortage of Hawai'i residents qualified to work in the trade as determined by the Department of Labor and Industrial Relations.
  
2. HRS Chapter 103B as amended by Act 192, SLH 2011--Employment of State Residents Requirements:
  - a. A Contractor awarded a contract shall ensure that Hawai'i residents comprise not less than 80% of the workforce employed to perform the contract work on the project. The 80% requirement shall be determined by dividing the total number of hours worked on the contract by Hawai'i 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 within shortage trades, as determined by the Department of Labor and Industrial Relations (DLIR), shall not be included in the calculation for this section.

- b. Prior to award of a contract, an Offeror/Bidder may withdraw an offer/bid without penalty if the Offeror/Bidder finds that it is unable to comply with HRS Chapter 103B as amended by Act 192, SLH 2011.
- c. Prior to starting any construction work, the Contractor shall submit the subcontract dollar amount for each of its Subcontractors.
- d. The requirements of this section shall apply to any subcontract of \$50,000 or more in connection with the Contractor; that is, such Subcontractors must also ensure that Hawai'i residents comprise not less than 80% of the Subcontractor's workforce used to perform the subcontract.
- e. The Contractor and any Subcontractor whose subcontract is \$50,000 or more shall comply with the requirements of HRS Chapter 103B as amended by Act 192, SLH 2011.
  - 1) Certification of compliance shall be made in writing under oath by an officer of the General Contractor and applicable Subcontractors and submitted with the final payment request.
  - 2) The certification of compliance shall be made under oath by an officer of the company by completing a "Certification of Compliance for Employment of State Residents" form and executing the Certificate before a licensed notary public.
  - 3) In addition to the certification of compliance as indicated above, the Contractor and Subcontractors shall maintain records such as certified payrolls for laborers and mechanics who performed work at the site and time sheets for all other employees who performed work on the project. These records shall include the names, addresses and number of hours worked on the project by all employees of the Contractor and Subcontractor who performed work on the project to validate compliance with HRS Chapter 103B as amended by Act 192, SLH 2011. The Contractor and Subcontractors shall retain these records and provide access to the State for a minimum period of four (4) years after the final payment, except that if any litigation, claim, negotiation, investigation, audit or other action involving the records has been started before the expiration of the four-year period, the Contractor and Subcontractors shall retain the records until completion of the action and resolution of all issues that arise from it, or until the end of the four-year period, whichever occurs later. Furthermore, it shall be the Contractor's responsibility to enforce compliance with this provision by any Subcontractor.

- f. A General Contractor or applicable Subcontractor who fails to comply with this section shall be subject to any of the following sanctions:
- 1) With respect to the General Contractor, withholding of payment on the contract until the Contractor or its Subcontractor complies with HRS Chapter 103B as amended by Act 192, SLH 2011.
  - 2) Proceedings for debarment or suspension of the Contractor or Subcontractor under Hawai'i Revised Statutes §103D-702.
3. Conflict with Federal Law: This section shall not apply if the application of this section is in conflict with any federal law, or if the application of this section will disqualify the State from receiving Federal funds or aid.

**CERTIFICATION OF COMPLIANCE  
FOR  
EMPLOYMENT OF STATE RESIDENTS  
HRS CHAPTER 103B, AS AMENDED BY ACT 192, SLH 2011**

Project Title: \_\_\_\_\_

Agency Project No: \_\_\_\_\_

Contract No.: \_\_\_\_\_

As required by Hawai'i Revised Statutes Chapter 103B, as amended by Act 192, Session Laws of Hawaii 2011—Employment of State Residents on Construction Procurement Contracts, I hereby certify under oath, that I am an officer of \_\_\_\_\_ and  
(Name of Contractor or Subcontractor Company)  
for the Project Contract indicated above, \_\_\_\_\_ was in  
(Name of Contractor or Subcontractor Company)  
compliance with HRS Chapter 103B, as amended by Act 192, SLH 2011, by employing a workforce of which not less than eighty percent are Hawai'i residents, as calculated according to the formula in the solicitation, to perform this Contract.

I am an officer of the **Contractor** for this contract.

I am an officer of a **Subcontractor** for this contract.

*CORPORATE SEAL*

\_\_\_\_\_  
(Name of Company)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Title)

Subscribed and sworn to me before this  
\_\_\_\_ day of \_\_\_\_\_, 2011.

Doc. Date: \_\_\_\_\_ # of Pages \_\_\_\_\_ 1<sup>st</sup> Circuit

Notary Name: \_\_\_\_\_

Doc. Description: \_\_\_\_\_

\_\_\_\_\_  
Notary Public, 1<sup>st</sup> Circuit, State of Hawai'i  
My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Date

NOTARY CERTIFICATION