

REQUIREMENTS and SPECIFICATIONS

TO CONSTRUCT

**WOMEN'S COMMUNITY CORRECTIONAL CENTER
WORK ORDER 39 – WCCC NEW ACCESS ROAD
JOB NO: DCR 24-WCCC-0016
TAX MAP KEY: (1) 4-2-003:004
KAILUA, HAWAI'I**

FOR THE

**DEPARTMENT OF CORRECTIONS AND REHABILITATION
STATE OF HAWAI'I**

September 2026

Prime Architect: Bowers + Kubota Consulting, Inc.
Civil Engineer: Bowers + Kubota Consulting, Inc.

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SECTION 00110 – NOTICE TO BIDDERS

SEALED BIDS (Chapter 103D, HRS) For:
Women's Community Correctional Center
WO No. 39 – WCCC New Access Road
JOB NO. DCR 24-WCCC-0016

Will be received by the Department of Corrections and Rehabilitation, Administrative Services Office. Bidders are advised to access the solicitation documents via the HlePRO website at <https://hiepro.ehawaii.gov/>.

Submit the Competitive SOLICITATION, OFFER AND CONTRACT FORM up to 5:00 PM, October 30, 2026.

At that time, bids will be publicly opened. Bids received after the due time and date will not be considered. Provide written notification to DCR when declining to bid.

The Work generally consists of constructing a new access road at the Women's Community Correctional Center (WCCC), including site grading, drainage improvements, asphalt pavement, fencing, and installation of empty conduit for the future sallyport gate and future kitchen.

The estimated construction cost is between \$500,000 and \$650,000.

All interested parties are required to attend the mandatory pre-bid meeting, and the State conducted site visit. Failure to attend this meeting and site visit will automatically be cause for rejection of the bid. **Bidders are directed to review the requirements in Articles 2.4, 2.5, and 5.7 of the Interim General Conditions.** No other time for a site inspection will be scheduled or allowed.

Due to security procedures and various restrictions, the working conditions and general atmosphere of the correctional facility cannot be fully conveyed to Bidders.

The pre-bid meeting and the accompanying State conducted site visit will be held at: WOMEN'S COMMUNITY CORRECTIONAL CENTER, 42-477 Kalaniana'ole Highway, Kailua, Hawai'i, 96734, October 1, 2026, at 10:00 AM. The site visit will immediately follow the meeting.

Bidders shall comply with all access requirements of the facility or the User Agency. See SECTION 01222 – SECURITY FOR WORK INSIDE SECURED AREA. Security access documents must be submitted three (3) calendar days prior to pre-bid meeting. Each Bidder shall bring their own flashlight and small tools that may be required to inspect the premises. Bidders and interested parties are required to sign-in and sign out at the meetings to confirm attendance. **Cell phones are not allowed within facility.**

The estimated value of the public works contract is \$250,000 or more and the apprenticeship agreement preference pursuant to Hawaii Revised Statutes §103-55.6 (ACT 17, SLH 2009) shall apply.

Late submittals for this solicitation will not be reviewed by this agency.

Campaign Contributions by State and County Contractors Prohibited.

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

To be eligible to submit a Bid, the Bidder must possess a valid State of Hawai'i Contractor's license classification (s) **A or B**.

TAX CLEARANCE AND HAWAII BUSINESS CERTIFICATES

Refer to Instructions to Bidders for information regarding tax clearance and business certificates.

OTHER INFORMATION

The Department of Corrections and Rehabilitation (DCR) will post bid results on the HlePRO website.

Refer to Instructions to Bidders for other conditions and requirements to award a contract.

Any protest shall be submitted to DCR. Bidders shall comply with the GENERAL CONDITIONS Article 2.13 Protests.

SECTION 00210 – INSTRUCTIONS TO BIDDERS

PART 1 – GENERAL

1.01 GENERAL

- A. Only bidders with the required Contractor's license(s) are eligible to submit a Bid.
- B. Bidders (Contractors) must be incorporated or organized under the laws of the State or be registered to do business in the State as a separate branch or division that is capable of fully performing under the contract. The following definitions are used in the solicitation documents.
 - 1. Hawaii Business §3-122-112 HAR: A bidder who is registered and incorporated or organized under the laws of the State is a "Hawaii Business" and eligible for an award.
 - 2. Compliant non-Hawaii Business §3-122-112 HAR: A bidder not incorporated or organized under the laws of the State, but is registered to do business in the State and complies with or is exempt from the requirements of §3-122-112 HAR, is a "Compliant Non-Hawaii Business" and eligible for an award.
 - 3. Non-compliant Bidder: If a bidder is a non-Hawaii business and is not registered with the DCCA Business Registration Division (BREG) or cannot comply with §3-122-112 HAR, then the bidder is non-compliant and is ineligible for an award.
- C. When announced by the NOTICE TO BIDDERS, all bidders who intend to submit a bid, are required to attend an initial pre-bid meeting and the accompanying site visit(s). Other interested parties may attend the initial pre-bid meeting and the accompanying site visit(s).
- D. Bidders must submit the "Solicitation, Offer and Contract Form", bid bond (if required), and any other documents required by these solicitation documents.
- E. The *GENERAL CONDITIONS* set forth additional terms and conditions for the bid and award process. The *GENERAL CONDITIONS* will be part of the contract documents by which the State and the bidder (prospective Contractor) will be bound. Bidders are directed to the *GENERAL CONDITIONS*, for contract and statutory requirements and for Bidding and Execution of Contract Requirements. Bidders are also directed to SECTION 00700 – GENERAL CONDITIONS of these specifications for definitions and modifications to the *GENERAL CONDITIONS*.

1.02 OFFEROR(S) or BIDDER(S)

- A. The terms "Offeror" and "Bidder" are synonymous when used in this Section 00210 and other solicitation documents.

1.03 PRE-BID MEETING AND SITE VISIT(S)

A. General

1. The attendance of pre-bid meetings and site visits is mandatory.
2. Failure to attend the pre-bid meeting(s) and site visit(s) for a project DOES NOT absolve the bidder from its responsibilities.
3. Verbal responses and discussions may occur during the course of the pre-bid meeting or site visit and must not be considered to alter any information in the solicitation documents.

1.04 ADDENDA AND CLARIFICATIONS

- A. The Department may periodically issue addenda and bid clarifications which may provide additional information or alter the plans and specifications.
- B. The Department will make addenda and bid clarifications available to Bidders via email or HlePRO. Bidders are responsible for the information contained in the addenda and bid clarifications whether or not the bidder receives the addenda or clarifications.
- C. Bidders discovering an ambiguity, inconsistency, or error when examining the bid documents or the site and bidders with questions or clarification requests must transmit said discoveries, questions, and/or requests to the Department's Contracts Engineer in writing over email to the contact(s) listed in the "Solicitation, Offer and Contract Form" or otherwise specified by the Department. Bidders must bear the responsibility for clearly labeling their submittal to allow its proper identification and routing.
- D. All written transmittals must be brief, concise, but complete enough to properly evaluate and determine the merits of the question or request. Include references to appropriate section numbers, paragraphs, drawings, details, schedule numbers, and provide other information as appropriate.
- E. Requests transmitted or otherwise communicated directly to the Consultant will not be considered to be transmitted to the Department and will not be addressed.
- F. Bidders must submit all discoveries, questions, and/or requests no later than October 14, 2026, 5:00 PM for sealed bids.
- G. Requests for Substitution will not be allowed prior to bid opening.

1.05 SOLICITATION, OFFER AND CONTRACT FORM (BID FORM)

- A. Bidder must fill out the "Solicitation, Offer and Contract Form" completely. This includes the "Offer" portion of the form and all remaining fill-ins. Write in ink or type. Bidders must also comply with the supplemental instructions contained within the "Solicitation, Offer and Contract Form." Do not alter the "Solicitation, Offer and Contract Form", and maintain the form intact. When the State makes

changes to the "Solicitation, Offer and Contract Form", a completely new bid form with appropriate addendum notation will be issued. Bidders must use the most current version. Bidders must use their exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate space on the Solicitation, Offer and Contract Form.

- B. Schedule for Work: Note the provisions of this article, the referenced COST, TIME AND SCHEDULE article, and specification SECTION 01100 – PROJECT REQUIREMENTS for the construction dates including: project schedule, project start date, jobsite start date, jobsite completion date, contract completion date and contract duration, if provided.
- C. Allowances: If applicable to this project, bidder must include in its total lump sum (base) bid price all cash allowances that are itemized in the COST, TIME AND SCHEDULE article on the "Solicitation, Offer and Contract Bid Form" and/or described in SECTION 01210 – ALLOWANCES of these specifications. Unless otherwise provided in the contract documents, the bidder must include costs for unloading and handling materials and equipment at the site, labor, installation costs, overhead, profit, coordination, insurance and other incidental expenses in the lump sum bid price and not in the allowance.
 - 1. For testing and inspection allowances, the allowance costs must include the cost of engaging testing agencies, actual tests and inspections and reporting results. Allowance does not include incidental labor required to assist the testing agency or costs for retesting if previous tests and inspection result in failure.
- D. Alternates: If this project includes alternates, bidders must list the total cost of each alternate in the COST, TIME AND SCHEDULE article in SECTION 00410 – SOLICITATION, OFFER AND CONTRACT FORM as described on the drawings or in SECTION 01230 – ALTERNATES.
Each alternate must have a cost filled in.
If the alternate is provided at no cost to the Department, enter \$0.00.
Do not leave any cost blank – if any alternate is left blank, the bid will be rejected as irregular.
 - 1. For bid evaluation, alternates are listed in order of priority:
 - a. Additive alternates: highest priority first.
 - b. Deductive alternates: lowest priority first.
 - 2. Refer to the COST, TIME AND SCHEDULE article in SECTION 00410 – SOLICITATION, OFFER AND CONTRACT FORM for the number of additional or reduced calendar days allowed for each accepted alternate.
Additive alternates will have a specified number of additional calendar days allowed.
Deductive alternates will have a specified number of reduced calendar days allowed.

- E. Preference: If applicable to this project, preferences are considered when evaluating bids to determine the ranking of the respective bidders. The award of the contract will be in the amount of the bid exclusive of any preference adjustments.
- F. Recycled Product Preference: If applicable to this project, a recycled product preference of at least 5 percent of the price of the item is available. All bidders, either proposing or not proposing to use the recycled product preference must complete the "Recycled Product Schedule". If choosing to use a recycled product, enter the respective costs for the recycled product; otherwise, enter the cost for the non-recycled product. Make sure a cost is entered for each listed product. Each product cost must be complete, including jobsite delivery and applicable taxes.
1. For each recycled product the bidder chooses to use, the bidder must include in its bid package the complete "Certification of Recycled Content Form" (SPO-Form 8) along with all supporting information. A sample of the certification form is in the GENERAL CONDITIONS.
 2. The "Recycled Product Schedule" shows the percent preference used for each listed recycled product.
- G. Other Conditions: Bidder acknowledges and agrees to the provisions and certifications stated in this article.
- H. Receipt of Addenda: Bidder must fill in the appropriate dates any addenda were received.
- I. Listing Joint Contractors or Subcontractors:
1. Bidder must complete the "Joint Contractors or Subcontractors List". It is the sole responsibility of the bidder to review the requirements of this project and determine the appropriate specialty Contractor's licenses that are required to complete the project. Failure of the bidder to provide the correct names and specialty Contractor's nature of work to be performed, may cause the bid to be rejected.
 2. Bidder agrees the completed listing of joint Contractors or Subcontractors is required for the project and that the bidder, together with the listed joint Contractors and Subcontractors, have all the specialty Contractor's licenses to complete the work.
 3. Based on the Hawaii Supreme Court's January 28, 2002 decision in Okada Trucking Co., Ltd. v. Board of Water Supply, et al., 97 Hawaii 450 (2002), the bidder as a general Contractor ('A' or 'B' license) is prohibited from undertaking any work solely or as part of a larger project, which would require the bidder ('A' or 'B' general Contractor) to act as a specialty ('C' license) Contractor in any area in which the bidder ('A' or 'B' general Contractor) has no specialty Contractor's 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. The bidder ('A' or 'B' general Contractor) must have the appropriate 'C' specialty Contractor's licenses either obtained on its own or obtained automatically under HAR §16-77-32.

4. General Engineering 'A' Contractors automatically have these 'C' specialty Contractor's licenses: C-3, C-9, C-10, C-17, C-24, C-31a, C-32, C-35, C-37a, C-37b, C-38, C-43, C-49, C-56, C-57a, C-57b, and C-61.
5. General Building 'B' Contractors automatically have these 'C' specialty Contractor's licenses: C-5, C-6, C-10, C-12, C-24, C-25, C-31a, C-32a, C-42a, and C-42b.
6. Instructions to complete the Joint Contractors or Subcontractors List:
 - a. Describe the specialty Contractor's nature of work to be performed for this project and provide the complete firm's name of the joint Contractor or Subcontractor in the respective columns.
 - b. List only one entity per required specialty contractor's classification. A bidder who intends to use more than one entity with the same specialty contractor's classification, will not be permitted to do so unless the nature of work to be performed by each entity is both distinct and separate and is appropriately described (i.e. two C-13 contractors are listed but one has the responsibility for AC control and the other for AC power). A bidder who intends to perform work that falls under the same specialty contractor's classification as that of a listed joint contractor or subcontractor must list itself, ensure that the nature of work is both distinct and separate, and is appropriately described.
- J. Cost, Time and Schedule: Bidder must completely fill out the article and enter the cost for the Project Bid Price, Variable Quantities Unit Prices. Bidder must tabulate the Project Bid Price, Variable Quantities Unit Prices and Allowances when provided, and the Bidders must then enter the Total Lump Sum Bid Price. **BE SURE TO ENTER THE TOTAL LUMP SUM BID PRICE IN WORDS AND NUMERALS.** Refer to Bidder's Instructions located within the article.
- K. Offer Page: Bidder must completely fill out Blocks 11 through 22C. Bidder must indicate if it is a "Hawaii Business" or a "Compliant Non-Hawaii Business" in Block 21. Also, bidder must refer to Bidder's Instructions located near end of section.

1.06 EVALUATION CRITERIA

- A. Evaluating Bids: The lowest responsive, responsible bid is determined by the following procedures:
 1. Chapter 103D, HRS, which provides for the preferences, must apply.
 2. The total lump sum bid price is adjusted to reflect the applicable preferences.

3. Project control budget is established prior to the submission of bids.
4. The project will be evaluated based on the adjusted bid price.

1.07 METHOD OF AWARD

- A. The contract will be awarded to the lowest responsive and responsible Bidder whose bid alter meets the requirements and criteria set forth in the solicitation documents and as determined by the Department.

1.08 OTHER CONDITIONS FOR AWARD

- A. The Department may reject any or all bids and waive any defects if the Department believes the rejection or waiver is in the best interest of the State.
- B. The Department may hold all bids up to 60 calendar days from the date bids were opened. Unless otherwise required by law, bids may not be withdrawn without penalty.
- C. The award of the contract is conditioned upon funds made available for the project (or projects if applicable).
- D. Any agreement or contract is subject to approval by the Department of the Attorney General, and the approval of the Governor, as required by statute, regulation, rule, order, or other directive.

1.09 RESPONSIBILITY OF AWARDED BIDDER

- A. Pursuant to Section 103D-310(c), HRS, the responsive bidder recommended for contract award, if any, must be compliant with all laws governing entities doing business in the State including the following chapters:
 1. Chapter 237, tax clearance;
 2. Chapter 383, unemployment insurance;
 3. Chapter 386, workers' compensation;
 4. Chapter 392, temporary disability insurance;
 5. Chapter 393, prepaid health care; and
 6. Chapter 103D-310(c), Certificate of Good Standing (COGS) for entities doing business in the State.
- B. The State will verify compliance on Hawaii Compliance Express (HCE). The HCE is an electronic system that allows vendors/contractors/service providers doing business with the State to quickly and easily obtain proof that they are compliant with applicable laws. The HCE certificate, 'Certificate of Vendor Compliance', allows this single printable electronic certificate to be substituted for the tax clearance, labor certificate, and a Certificate of Good Standing required in Hawaii

Revised Statutes (HRS), Section 103D-310(c), and Hawaii Administrative Rules (HAR), Section 3-122-112. The HCE provides compliance status in real time.

- C. Bidders are advised to register with Hawaii Compliance Express at <https://vendors.ehawaii.gov> before submitting an offer. Bidders are strongly encouraged to submit a 'Certificate of Vendor Compliance' with their bid package to ensure the State's ability to quickly verify compliance at the time of award. If an offeror is not compliant at the time of award, an otherwise responsive and responsible offeror may not receive the award.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SOLICITATION, OFFER AND CONTRACT FORM

1. Job No: DCR 24-WCCC-0016	2. TYPE OF SOLICITATION ☒ SEALED BID (IFB) ☐ SEALED PROPOSAL (RFP)	3. PAGE OF PAGES 1 of 11
IMPORTANT – The “offer” section must be fully completed by offeror.		
NOTE: In sealed bid solicitations “offer” and “offeror” mean “bid” and “bidder.”		
4. ISSUED BY: DEPARTMENT OF CORRECTIONS AND REHABILITATION ADMINISTRATIVE SERVICES OFFICE 1177 ALAKEA STREET, ROOM 306 HONOLULU, HAWAII 96813		5. ADDRESS OFFER TO: SAME AS BLOCK 4
6. FOR INFORMATION Call: Or Visit:	A. NAME Mr. Barry S. Rouse Jr. http://www.hawaii.gov/pwd/construction_bids	B. TELEPHONE NO. (NO COLLECT CALLS) (808) 587-1237
SOLICITATION		
7. THE STATE OF HAWAII REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS TO CONSTRUCT: WOMEN'S COMMUNITY CORRECTIONAL FACILITY WO39 WCCC NEW ACCESS ROAD TMK: (1) 4-2-003:004 Kailua, Hawai'i After carefully examining the bid documents including the specifications, drawings, addenda, and other proposed contract documents, the bidder shall furnish all labor, materials, machinery, tools, superintendence, transportation, and other construction accessories, services, and facilities necessary to construct and complete, at its own risk and expense, the work and requirements of the Project for the cost and time stipulated in the COST, TIME AND SCHEDULE article of Attachment A of this Form. The bidder agrees to the conditions and requirements stipulated in this SOLICITATION, OFFER AND CONTRACT FORM and any attachments thereto.		
8. The Contractor shall complete the work as stipulated in the COST, TIME, AND SCHEDULE article of Attachment A. This performance period is mandatory.		
9. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS WITHIN 10 CONSECUTIVE CALENDAR DAYS AFTER DATE OF THE LETTER OF AWARD. IF ALTERNATE FORMS OF SECURITY WILL BE SUBMITTED, REFER TO STATE OF HAWAII, GENERAL CONDITIONS 3.7.1.3. INCORPORATED HEREIN BY REFERENCE.		

10. ADDITIONAL SOLICITATION REQUIREMENTS:

- A. Sealed bids/offers to perform the work required are due at the place specified in Block 5, by the date and time specified in the Notice to Bidders. If this is a sealed bid solicitation, offers will be publicly opened at that time. Offers must be submitted via email with the offeror's name, the Work Order number, and the Project name in the subject line. It is the responsibility of the Sender (entity sending the Electronic Bid) to confirm the receiving entity has received the Electronic Bid.
- B. Bid Security is required and must be submitted with the offer if the offer amount is \$25,000 or more.
- C. Listing of Joint Contractors and Subcontractors – Any offeror must submit with its offer, the name of each person or firm to be engaged by the offeror as a joint contractor or subcontractor in the performance of the contract and the nature and scope of the work to be performed by each. The offeror is directed to complete the joint contractors and subcontractors list form included in the solicitation and submit it with the offer.
- D. The Offeror be registered and compliant with Hawaii Compliance Express, link found at <http://vendors.ehawaii.gov/hce/splash/welcome.html>.
- E. All offers are subject to the requirements of the solicitation, including the Specifications, Notice to Bidders, Instruction to Bidders, General Conditions, and Drawings, any Special Conditions, Addenda, Bid Clarifications, and any other provision whether incorporated in full text or by reference in, or attached to, the solicitation.
- F. Contractors are hereby notified of the applicability of Section 11-355 HRS, which states that campaign contributions are prohibited from specified State or county government contractors during the term of the contract if the contractors are paid with funds appropriated by a legislative body.
- G. Recycled Product Preference – Certain recycled products are not acceptable for use in this project. Any offeror proposing to use the recycled product preference must complete the recycled product preference schedule form in the solicitation and submit it with the offer.

OFFER (Must be fully completed by offeror)	
11. NAME AND ADDRESS OF OFFEROR (Include Zip Code) (*1)	12. REMITTANCE ADDRESS (Include only if different than item 11)
13. TELEPHONE NO. (Include area code) FAX NO.	14. EMAIL ADDRESS
15. FEDERAL EMPLOYER ID # (FEIN)	16. HAWAII GENERAL EXCISE ID #
17. BUSINESS ORGANIZATION (*2)	18. CONTRACTOR'S LICENSE NO.
19. The offeror agrees to perform the work required at the price(s) specified in the COST, TIME AND SCHEDULE article of Attachment A in strict accordance with the terms of this solicitation, including any attachments thereto, if this offer is accepted by the State of Hawaii within 60 calendar days after the date offers are due.	
20. The offeror has completed Attachment A.	
21. COMPLIANCE WITH §3-122-112 (HAR) {BIDDER'S INSTRUCTIONS: Mark one box only. If a Non-Hawaii Business, write your State's name where incorporated.} The undersigned represents: ☐ A Hawaii Business incorporated or organized under the laws of the State of Hawaii. Or ☐ A Compliant Non-Hawaii Business not incorporated or organized under the laws of the State of Hawaii, but registered at the State of Hawaii, Department of Commerce and Consumer Affairs, Business Registration Division to do business in the State of Hawaii. State of incorporation: _____	
22A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
22B. SIGNATURE: I declare under penalty of law that the foregoing is true and correct to the best of my knowledge. (*3)	22C. DATE:

BIDDERS INSTRUCTIONS AND SOLICITATION, OFFER AND CONTRACT FORM FOOTNOTES (footnotes relate to boxes 11, 17 & 22B)

- (*1) If the Offeror is a "dba" of a sole proprietor, furnish the exact legal name as registered with the Department of Commerce and Consumer Affairs.
 If Offeror is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the awarded contract will be executed.
 The address included in this box will be used for correspondence.
- (*2) For Business Organization, enter one of the following: Sole Proprietor, Partnership, Corporation, Joint Venture, or Other.
- (*3) **MANUAL SIGNATURE REQUIRED:** attach to this page evidence of the authority of this signatory to submit bids on behalf of the Offer, and also the names and residence addresses of all officers of the company.
- Fill in information in all blank spaces or the bid may be invalidated. SOLICITATION, OFFER AND CONTRACT FORM MUST BE INTACT; MISSING PAGES OR ANY ALTERATIONS MAY INVALIDATE THE BID. TYPE OR WRITE ALL INFORMATION IN INK. USE INK FOR MANUAL SIGNATURE.
-
-

CONTRACT (To be completed by State of Hawaii)	
23. CONTRACT NO.	23A. CONTRACT DATE:
24. ITEMS ACCEPTED:	
25. AMOUNT:	27. PAYMENT WILL BE MADE BY: (Department)
	By _____ Signature

	Print Name

	Title
26. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 4 UNLESS DIFFERENT ADDRESS STIPULATED HERE (7 copies unless otherwise specified)	

ATTACHMENT A

A. COST, TIME, AND SCHEDULE

WOMEN'S COMMUNITY CORRECTIONAL CENTER
WO39 – WCCC New Access Road
Job No: DCR 24-WCCC-0016

1. COST:

TOTAL LUMP SUM BID PRICE \$ _____

_____ DOLLARS

{BIDDER'S INSTRUCTIONS: Fill in the total lump sum bid price in numbers and write out the total lump sum bid price in words.}

2. TIME:

See SECTION 01100 – PROJECT REQUIREMENTS for additional time and duration requirements.

Contract Duration 180 Calendar Days

3. SCHEDULE FOR WORK

Contractor shall commence and complete all work within the contract duration stipulated and as follows:

- a. After the project is awarded, the contractor shall begin preparatory work, obtain approvals, permits, process submittals or conduct other work as directed. The contractor shall not start any work at the jobsite or order any materials, unless the Department specifically issues a written authorization to proceed with designated work.
- b. Upon receipt of the executed contract and a written authorization from the Department, the contractor may proceed with ordering materials, doing offsite fabrication and similar work, approved by DCR, prior to issuance of the formal Notice to Proceed. The Contractor shall not start any work at the jobsite before the formal Notice to Proceed is issued, unless the Department specifically issues a written authorization to proceed with designated work. Payment for materials ordered and received prior to DCR issuance of the formal Notice to Proceed are subject to the following conditions:
 1. The contractor is responsible for all storage costs incurred. No additional compensation will be made;
 2. Ordering materials prior to the formal Notice to Proceed will not decrease or increase the specified contract time; and
 3. Conditions as specified in the SECTION 00700 – GENERAL CONDITIONS, and other conditions required by the contract documents.

- c. After issuance of the formal Notice to Proceed or upon written authorization from the Department to proceed with designated work, the contractor shall order approved materials, do off-site fabrication and similar work. The contractor shall start and complete the jobsite work per the dates, times and durations noted in the COST, TIME AND SCHEDULE article.

B. BID SECURITY

Mark the applicable box. State in words and numerals the Bid Bond dollar amount. See the Bidder's Instructions at the end of this section for additional information.

Enclosed with this BID FORM:

- | | |
|---|--|
| ☐ Surety Bond (*4) | ☐ Legal Tender (*5) |
| ☐ Cashier's Check (*6) | ☐ Certificate of Deposit (*6) |
| ☐ Certified Check (*6) | ☐ Official Check (*6) |
| ☐ Share Certificate (*6) | ☐ Teller's Check (*6) |
| ☐ Treasurer's Check (*6) | |

{BIDDER'S INSTRUCTIONS: * See below for footnotes.

(*4) Surety bond underwritten by a company licensed to issue bonds in this State (Note: Surety bond shall be substantially in the form of the sample in the Appendix to the Interim General Conditions);

(*5) Legal tender; or

(*6) A certificate of deposit; share certificate; or cashier's, treasurer's, teller's, or official check drawn by, or a certified check accepted by, and payable on demand to the State by a bank, a savings institution, or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration.

a. These instruments may be utilized only to a maximum of \$100,000.

b. If the required security or bond amount totals over \$100,000, more than one instrument not exceeding \$100,000 each and issued by different financial institutions shall be accepted.}

In the amount of:

_____ DOLLARS (\$_____)

(Bid Security shall be no less than 5% of the total lump sum bid amount) as required by law.

C. RECEIPT OF ADDENDA AND BID CLARIFICATIONS

Bidder acknowledges receipt of the following Addenda and Bid Clarifications issued by the Department, and the bidder shall indicate by marking each applicable box:

- | | |
|---|--|
| ☐ Addendum No. 1 | ☐ Bid Clarification No. 1 |
| ☐ Addendum No. 2 | ☐ Bid Clarification No. 2 |
| ☐ Addendum No. 3 | ☐ Bid Clarification No. 3 |
| ☐ Addendum No. 4 | ☐ Bid Clarification No. 4 |
| ☐ Addendum No. 5 | ☐ Bid Clarification No. 5 |

D. APPRENTICESHIP AGREEMENT PREFERENCE

The estimated value of the public works contract is \$250,000 or more and the apprenticeship agreement preference pursuant to Hawaii Revised Statutes §103-55.6 (Act 17, SLH 2009) shall apply. Complete self-certification form below.

E. OTHER CONDITIONS

1. Bidder agrees to pay liquidated damages as specified in SECTION 00410 – SOLICITATION, OFFER AND CONTRACT FORM.
2. Bidder declares that its firm was not assisted or represented by an individual who has, in a State capacity, been involved in this project or this proposed contract in the past two consecutive years.
3. **Anti-collusion Certification** – In accordance with §3-122-192 (HAR), the bidder declares that the price submitted for this bid is independently arrived at without collusion.
4. **Certification for Safety and Health Programs for Offers in excess of \$100,000** – In accordance with HRS 396-18, the bidder certifies that its organization will have a written safety and health plan for this project that will be available and implemented by the date when onsite construction starts. Bidder may obtain the requirements for the safety plan from the Department of Labor and Industrial Relations, Occupational, Safety and Health Division (HIOSH).
5. **Labor and Wage Certification** (Chapter 104 HRS) – For projects in excess of \$2,000, the bidder shall comply with the requirements of Chapter 104 HRS, “Wages and Hours of Employment on Public Works Construction Projects” and shall certify that:
 - a. Individuals engaged in the performance of the contract on the job site shall not be paid less than wages the Director of Labor and Industrial Relations determines to be prevailing for corresponding classes of laborers and mechanics employed on public works projects, including any periodic adjustments to the prevailing wages during the performance of the contract; and
 - b. Overtime compensation shall be at one and one-half times the basic hourly rate plus fringe benefits for hours worked on Saturday, Sunday, or legal holiday of the State or in excess of eight hours on any other day; and
 - c. 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.
6. Upon the acceptance of the bid by the Procurement Officer, the bidder must enter into and execute a contract and furnish a performance and payment bond. These bonds shall conform to the provisions of HRS Sections 103D-324 and 325, and any law applicable thereto.

7. **Compliance with §103D-310 HRS:** Bidder shall be incorporated or organized under the laws of the State or registered to do business in the State as a separate branch or division that is capable of fully performing under the contract.

F. LISTING JOINT CONTRACTORS OR SUBCONTRACTORS (HRS, 103D-302)

It is the sole responsibility of the bidder to review the requirements of this project and determine the appropriate specialty contractor's licenses that are required to complete the project. The bidder acknowledges that as a general contractor ('A' or 'B' license) the bidder is prohibited from undertaking any work solely or as part of a larger project, which would require the bidder ('A' or 'B' general contractor) to act as a specialty ('C' license) contractor in any area in which the bidder ('A' or 'B' general contractor) has no specialty contractor's license. The bidder ('A' or 'B' general contractor) must have the appropriate 'C' specialty contractor's licenses either obtained on its own, or obtained automatically under HAR §16-77-32.

General Engineering 'A' Contractors automatically have these 'C' specialty contractor's licenses: C-3, C-9, C-10, C-17, C-24, C-31a, C-32, C-35, C-37a, C-37b, C-38, C-43, C-49, C-56, C-57a, C-57b, and C-61.

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

Bidder agrees the completed listing of joint contractors or subcontractors is required for the project and that the bidder, together with the listed joint contractors and subcontractors, have all the specialty contractor's licenses to complete the work.

Joint Contractors or Subcontractors List

{BIDDER'S INSTRUCTIONS: Refer to SECTION 00210 – INSTRUCTIONS TO BIDDERS for detailed instruction to fill out this list. Write in the complete firm name and nature of work to be performed by the required joint contractor or subcontractor.}

[illegible]

G. LIQUIDATED DAMAGES

Liquidated damages in the amount of \$750.00 per calendar day of delay will be deducted from the Contractor's final payment if the work is not completed within the time specified in this solicitation and any time extensions granted in writing to the Contractor by the State.

H. COMPENSATION

All payments shall be made in the manner and at the times indicated in the Contract Documents.

It is understood and agreed that the compensation paid by the State to the Contractor shall include all expenses incurred by the Contractor for all loss or damage arising out of the nature of the work, from the action of the elements, or from any delay or unforeseen obstruction or difficulty encountered in the prosecution of the work; for all risks of every description connected with the work; and for all expenses incurred by or in consequence of the suspension or discontinuation of the work, except as set forth in the General Conditions.

It is further agreed by the parties that any portion of the Contract price payable to the Contractor out of federal funds shall be paid to the Contractor only when such federal funds are received, and this contract shall not be construed as binding the State to pay said portion out of any fund other than those which are received from the Federal government.

I. GUARANTY OF WORK

The Contractor agrees to guaranty all work under this Contract for the period(s) stipulated in the Contract Documents from the project acceptance date.

If any unsatisfactory condition or damage develops within the time of this guaranty due to materials or workmanship that are deficient, inferior, or not in accordance with the contract, the Contractor shall, when notified by the State, immediately place such guaranteed work in a condition satisfactory to the State and make repairs of all damage to the buildings, equipment and grounds made necessary in fulfillment of the guaranty. Everything necessary for the fulfillment of any guaranty shall be done without any expense to the State. It is understood that the performance and payment bond furnished by the Contractor under this Contract may be used to secure performance of Contractor's guaranty.

J. CONTRACT DOCUMENTS

It is understood and agreed that the following documents, and any amendments or addenda thereto, comprise this contract and are fully a part of this Contract as though attached hereto or set forth at length herein: (1) Contractor's accepted proposal; (2) General Conditions; (3) Drawings; (4) Specifications, including the Notice to Bidders, Instructions to Bidders, Addenda, Bid Clarifications, if any; (5) Combination Performance and Labor and Material Payment Bond; and (6) this Contract Agreement.

K. ENTIRE AGREEMENT

This Contract is the entire agreement between parties, and no alterations, changes, or additions thereto shall be made, except in writing approved by the parties.

L. ATTACHMENTS TO BE PROVIDED BY OFFER AS APPLICABLE

- ☐ Corporate Resolution
- ☐ Certificate of Vendor Compliance (HCE)
- ☐ Surety Bid Bond
- ☐ Power of Attorney

END OF SECTION

SECTION 00700 – GENERAL CONDITIONS

PART 1 – GENERAL

1.01 GENERAL CONDITIONS

- A. The publication by the Public Works Division, Department of Accounting and General Services, State of Hawaii, titled “INTERIM GENERAL CONDITIONS 1999 Edition,” known as the “GENERAL CONDITIONS”, forms part of the State of Hawaii Contract between the Contractor and the State of Hawaii. The GENERAL CONDITIONS are not physically included with these specifications, but are included by reference. Copies of the GENERAL CONDITIONS may be obtained from online at I:\dpw\IGC 1999 Edition Printing\Interim General Conditions 1999 Edition Print.wpd.
- B. The GENERAL CONDITIONS shall govern the Work specified in all DIVISIONS and SECTIONS.
- C. Wherever the term ‘Interim General Conditions’ appears in the Contract Documents, it shall be replaced with the term “GENERAL CONDITIONS.”
- D. Whenever the term ‘DAGS Publics Works Division’, ‘DAGS PWD’, ‘Public Work Administrator’ or any similar reference(s) to ‘DAGS’ is made within the GENERAL CONDITIONS, or in this Section, it should be understood that these terms be replaced with ‘DCR’ or ‘Department’.
- E. Wherever the term ‘Comptroller’ is made within the GENERAL CONDITIONS, or in this Section, it should be understood that this term be replaced with ‘Director’ or ‘Department’.
- F. Wherever the GENERAL CONDITIONS makes reference to DAGS’ address at the Kalanimoku Building, it shall be replaced with DCR’s address of ‘Administrative Services Office, 1177 Alakea Street, Room 306, Honolulu, Hawaii 96813.

- 1.02 **REVISIONS TO THE GENERAL CONDITIONS** – The following changes shall govern over the respective items in the published “INTERIM GENERAL CONDITIONS, 1999 Edition.”

“1.5 ADVERTISEMENT – A public announcement soliciting bids or offers.

1.9 BID – See Offer.

1.11 BIDDER – See Offeror.

1.12 BIDDING DOCUMENTS (or SOLICITATION DOCUMENTS) – The advertisement solicitation notice and instructions, Offer requirements, Offer forms, and the proposed contract documents including all addenda, and clarifications issued prior to receipt of the Offer.

- 1.18 DIRECTOR** – The current Director of the State of Hawaii, Department of Corrections and Rehabilitation.
- 1.24 CONTRACT TIME (or CONTRACT DURATION)** – The number of calendar (or working) days provided for completion of the contract, inclusive of authorized time extensions. The number of days shall begin running on the effective date in the Notice to Proceed. If in lieu of providing a number of calendar (or working) days, the contract requires completion by a certain date, the work shall be completed by that date.
- 1.26 DEPARTMENT** – The Department of Corrections and Rehabilitation, State of Hawaii (abbreviated DCR). Also, when reference is made to 'the State', this reference should be understood to be the DCR. The Contracting Officer (or Project Coordinator) will represent the Department.
- 1.28 ENGINEER** – The Contracting Officer. See Contracting Officer hereinbelow.
- 1.37 INSPECTOR** – The person assigned by the Contracting Officer to inspect and monitor construction operations.
- 1.43 NOTICE TO CONTRACTORS** – See Solicitation.
- 1.44 NOTICE TO PROCEED** – A written notice from the Department to the Contractor establishing the applicable Contract Duration, Project Start Date, Jobsite Start Date, Jobsite Completion Date, and Contract Completion Date.
- 1.49 PROPOSAL (Bid)** – See Offer (or Bid).
- 1.50 PROPOSAL FORM (Bid)** – See Offer (or Bid Form).
- 1.65 CONTRACTING OFFICER** – The Department of Corrections and Rehabilitation Project Coordinator.
- 1.66 JOBSITE START DATE** – The date when on-site construction may start.
- 1.67 JOBSITE COMPLETION DATE** – The date when on-site construction must be completed.
- 1.68 OFFER (or BID)** – The executed document submitted by an Offeror in response to a solicitation request, to perform the work required by the proposed contract documents, for the price quoted and within the time allotted.
- 1.69 OFFER (or BIDDER)** – Any individual, partnership, firm, corporation, joint venture or other legal entity submitting directly or through a duly authorized representative or agent, an Offer for the work or construction contemplated.

- 1.70 OFFER FORM (or BID FORM)** – The form prepared by the Department on which the Offeror submits the written offer or bid. By submitting an offer or bid, the Offeror adopts the language on the form as its own.
- 1.71 PROJECT COORDINATOR** – Barry Rouse Jr., of the Department of Corrections and Rehabilitation. Email: barry.s.rousejr@hawaii.gov. Phone number: (808) 587-1237.
- 1.71 PROJECT CONTROL BUDGET** – The amount of funds set aside for the construction of the Project.
- 1.72 PROJECT START DATE** – The date established in the Notice to Proceed when the Contractor shall begin prosecution of the work and the start of contract time.
- 1.73 RESIDENT** – A person who is physically present in the State of Hawaii at the time the person claims to have established the person's domicile in the State of Hawaii and shows the person's intent is to make Hawaii the person's primary residence.
- 1.74 SHORTAGE TRADE** – A construction trade in which there is a shortage of Hawaii residents qualified to work in the trade as determined by the Department of Labor and Industrial Relations.
- 1.75 SOLICITATION** – An Invitation to Bid or Request for Proposals or any other document issued by the Department to solicit bids or offers to perform a contract. The solicitation may indicate the time and place to receive the bids or offers and the location, nature and character of the work, construction or materials to be provided.
- 1.76 CONSTRUCTION MANAGER** – The Department of Corrections and Rehabilitation's Construction Manager overseeing the Construction Phase. The Department may elect to contract with a private entity for this position; in the event of this occurrence, the Construction Manager shall represent the Department, shall act on the Department's behalf and shall also be referred to as the Contracting Officer.
- 1.77 ACCEPTED EQUIVALENT** – Whenever this term is used in the drawings or specification, it shall be interpreted to mean a brand or article in accordance with Section 6.3 SUBSTITUTION OF MATERIALS AND EQUIPMENT, that may be used in place of the one specified."

- B. Under ARTICLE 2 – PROPOSAL REQUIREMENTS AND CONDITIONS, modify section 2.1 – QUALIFICATION OF BIDDERS, by deleting 2.1.1, through 2.1.2.8 and substitute the following 2.1.1 through 2.1.2:

"2.1.1 Notice of Intention to Bid

2.1.1.1 In accordance with section 103D-310, Hawaii Revised Statutes, and Section 3-122-111, Hawaii Administrative Rules, a written notice of intention to bid need not be filed for construction of any public building or public work.

A written notice of intention to bid need not be filed for mere furnishing and installing of furniture, equipment, appliances, material and any combination of these items when a Contractor's license is not required under Chapter 444 of the Hawaii Revised Statutes, as amended, and the rules and regulations of the Contractor's License Board.

2.1.1.2 If two (2) or more prospective bidders desire to bid jointly as a joint venture on a single project, they must file an affidavit of joint venture. Such affidavit of joint venture will be valid only for the specific project for which it is filed. No further license is required when all parties to the joint venture possess current and appropriate contractor's licenses. Joint ventures are required to be licensed in accordance with Chapter 444 of the Hawaii Revised Statutes, as amended, and the rules and regulations of the Contractor's License Board when any party to the joint venture agreement does not hold a current or appropriate contractor's license. The joint venture must register with the office of the Director of Commerce and Consumer Affairs in accordance Chapter 425 of the Hawaii Revised Statutes, as amended.

2.1.1.3 No persons, firm or corporation may bid where (1) the person, firm, or corporation, or (2) a corporation owned substantially by the person, firm, or corporation, or (3) a substantial stockholder or an officer of the corporation, or (4) a partner or substantial investor in the firm is in arrears in any payment owed to the State of Hawaii or any of its political subdivisions or is in default of any obligation to the State of Hawaii or to all or to any of its political subdivisions, including default as a surety or failure to perform faithfully and diligently any previous contract with the Department.

2.1.2 Compliance Certificate 103D-310(c), Hawaii Revised Statutes – The Contractors are required to provide proof of compliance in order to receive a contract of \$25,000 or more. To meet this requirement, Bidders may apply and register at the “Hawaii Compliance Express” website: <http://vendors.ehawaii.gov/hce/splash/welcome.html>

- C. Under ARTICLE 2 – PROPOSAL REQUIREMENTS AND CONDITIONS, modify section 2.6 – SUBSTITUTION OF MATERIALS AND EQUIPMENT BEFORE BID OPENING, by renaming section 2.6 SUBSTITUTION BEFORE CONTRACT AWARD and deleting subsections 2.6.1, through 2.6.6 and substitute the following three new subsections and related paragraphs 2.6.1 through 2.6.3:

“2.6.1 For Substitutions after the Letter of Award is issued; refer to Section 6.3 SUBSTITUTION AFTER CONTRACT AWARD.

2.6.2 Unless specifically required otherwise in the contract documents, Offerors shall not submit products, materials, equipment, articles or systems for review or approval prior to submitting their Offers.

2.6.3 Offerors shall prepare their Offer forms based on the performance requirements of the materials, equipment, articles or systems noted on the drawings and specifications. If trade names, makes, catalog numbers or brand names are specified, Offerors shall infer that these items indicate the quality,

style, appearance or performance of the material, equipment, article, or systems to be used in the project.”

- D. Under ARTICLE 2 – PROPOSAL REQUIREMENTS AND CONDITIONS, modify section 2.7 – PREPARATION OF PROPOSAL, by deleting subsection 2.7.3 and substituting the following 2.7.3:

“2.7.3 Pursuant to the requirements of Section 103D-302, HRS, each Bidder shall include in its bid the name of each person or firm to be engaged by the Bidder on the project as joint contractor or subcontractor indicating also the nature and scope of work to be performed by such joint contractor and/or subcontractor. If the Bidder fails to list a joint contractor or subcontractor, the State may accept the bid if it is in the State’s best interest and the value of the work to be performed by the joint contractor or subcontractor is equal to or less than one percent of the total bid amount. The Bidder shall be solely responsible for verifying that their joint contractor or subcontractor has the proper license at the time of the submitted bid.”

- E. Under ARTICLE 2 – PROPOSAL REQUIREMENTS AND CONDITIONS, modify section 2.13 – PROTEST, by deleting subsections 2.13.2 and 2.13.3 and substituting the following 2.13.2 & 2.13.3:

“2.13.2 No Protest based upon the contents of the solicitation shall be considered unless it is submitted in writing to the Contracting Officer prior to the date set for the receipt of proposals.

2.13.3 A protest of an award or proposed award pursuant to §103D-302 or §103D-303, HRS, shall be submitted in writing to Contracting Officer within five (5) working days after the posting of the award of the Contract.”

- F. Under ARTICLE 2 – PROPOSAL REQUIREMENTS AND CONDITIONS, modify section 2.13 – PROTEST, by renumbering existing subsection 2.13.4 to 2.13.5 and adding new subsection 2.13.4:

“2.13.4 All protests must be received at the Department of Corrections and Rehabilitation, Administrative Services Office, 1177 Alakea Street, Room 306, Honolulu, Hawaii 96813 the appropriate deadline. Timely receipt shall be evidenced by the date and time registered by the Department’s time stamp clock.

The Protestor bears sole responsibility for ensuring that the protest letter/documentation is delivered by the appropriate deadline.”

- G. Under ARTICLE 3 – AWARD AND EXECUTION OF CONTRACT, replace section 3.2.8 with the following:

“3.2.8 Where there is an incomplete or ambiguous listing of joint contractors and/or subcontractors, the offer may be rejected. Bidders are solely responsible to ensure that their subcontractor listing is complete (i.e. all work which is not listed as being performed by joint contractors and/or subcontractors can be performed by the bidder using its license(s)). Additions to the subcontractor listing by the bidder will not be allowed after bid opening. When there is an

ambiguity, as determined by DCR, as to the completeness of the listing, DCR reserves the right to seek information from the bidder to determine whether, in DCR's discretion, the listing is an error that may be forgiven."

- H. Under ARTICLE 3 – AWARD AND EXECUTION OF CONTRACT, modify section 3.3 CORRECTION OF BIDS AND WITHDRAWAL OF BIDS 3-122-31 HAR, by deleting subsection 3.3.1.2(b) and substituting the following 3.3.1.2(b):

"(b) Transposition errors;"

- I. Under ARTICLE 3 – AWARD AND EXECUTION OF CONTRACT, modify section 3.3 CORRECTION OF BIDS AND WITHDRAWAL OF BIDS §3-122-31 HAR, by deleting subsection 3.3.2 and substituting the following 3.3.2:

"3.3.2 Withdrawal of bids after bid opening but prior to award may be made when the bid contains a mistake attributable to an obvious error which affects price, quantity, quality, delivery, or contractual conditions, and the bidder requests withdrawal in writing by submitting proof of evidentiary value which demonstrates that a mistake was made. The Comptroller shall prepare a written approval or denial in response to this request."

- J. Under ARTICLE 3 – AWARD AND EXECUTION OF CONTRACT, modify section 3.4 AWARD OF CONTRACT, by deleting subsection 3.4.1 and substituting the following 3.4.1:

"3.4.1 The award of contract, if it be awarded, will be made within sixty (60) calendar days after the opening of the proposals to the lowest responsible and responsive Bidder (including the alternate or alternates which may be selected by the Comptroller in the case of alternate bids) whose proposal complies with all the requirements prescribed, but in no case will an award be made until all necessary investigations are made. The successful Bidder will be notified, by letter mailed to the address shown on the proposal, that its bid has been accepted and that it has been awarded the contract. Unless otherwise required by law, bid may not be withdrawn without penalty.

3.4.2 If the contract is not awarded within the days noted in paragraph 3.4.1 above, the Department may request the successful Bidder to extend the time for the acceptance of its bid. The Bidder may reject such a request without penalty; and in such case, the Department may at its sole discretion make a similar offer to the next lowest responsive and responsible bidder and so on until a bid is duly accepted or until the Department elects to stop making such requests."

- K. Under ARTICLE 3 – AWARD AND EXECUTION OF CONTRACT, modify section 3.4 AWARD OF CONTRACT, by deleting subsection 3.4.4 and substituting the following 3.4.4:

"3.4.4 The contract will be drawn on the offer forms and accepted by the Comptroller. The contract will not be binding upon the Department until all required signatures have been affixed thereto and written certification that funds are available for the work has been made."

- L. Under ARTICLE 3 – AWARD AND EXECUTION OF CONTRACT, modify section 3.7 REQUIREMENT OF PERFORMANCE AND PAYMENT BONDS by deleting subsections 3.7.1, 3.7.1.2, and 3.7.1.3 and substituting the following new subsections 3.7.1, 3.7.1.1, and 3.7.1.2:

“3.7.1 Performance and Payment Bonds shall be required for contracts \$25,000 and higher. At the time of contract award, the successful Bidder shall file good and sufficient performance and payment bonds on the form furnished by the Department (see Appendix), each in an amount equal to one hundred percent (100%) of the amount of the contract price unless otherwise stated in the solicitation of bids. Acceptable performance and payment bonds shall be limited to the following:

3.7.1.1 Surety bonds underwritten by a company licensed to issue bonds in this State; or

3.7.1.2 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, and payable on demand to the State by a bank, a savings institution, or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration.

(a) These instruments may be utilized only to a maximum of \$100,000.

(b) If the required amount totals over \$100,000, more than one instrument not exceeding \$100,000 each and issued by different financial institutions shall be acceptable.

- M. Under ARTICLE 3 – AWARD AND EXECUTION OF CONTRACT, modify section 3.7 REQUIREMENT OF PERFORMANCE AND PAYMENT BONDS by adding the following new subsection 3.7.3:

“3.7.3 For additional Performance and Payment Bond requirements due to changes in the contract amount after contract award, see section 4.2.4.2 Additional Performance and Payment Bond Increases.”

- N. Under ARTICLE 3 – AWARD AND EXECUTION OF CONTRACT, add new Section 3.8 as follows:

“3.8 CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS – Contractors are hereby notified of the applicability of Section 11-355 HRS, which states that campaign contributions are prohibited from specified State or County government contractors during the term of the contract if the contractors are paid with funds appropriated by a legislative body.”

- O. Under ARTICLE 3 – AWARD AND EXECUTION OF CONTRACT, modify section 3.8 EXECUTION OF THE CONTRACT, by renumbering the section number to 3.9, related subsection numbers to 3.9.1, 3.9.2 , by deleting former subsection 3.8.1 and substituting the following new 3.9.1:

“3.9.1 Upon acceptance of the successful bidder’s offer by the Comptroller, the Contractor shall provide satisfactory performance and payment bonds within ten (10) calendar days after award of the contract or within such further time as granted by the Comptroller. No proposal or contract shall be considered binding upon the State until the contract has been fully and properly executed by all parties thereto and the Comptroller has endorsed thereon its certificate, as required by Section 103D-309, HRS, that there is an available unexpended appropriation or balance of an appropriation over and above all outstanding contracts sufficient to cover the State’s amount required by such contract.”

- P. Under ARTICLE 3 – AWARD AND EXECUTION OF CONTRACT, modify section 3.9 FAILURE TO EXECUTE THE CONTRACT, by renumbering the section number to 3.10, related subsection numbers to 3.10.1, 3.10.2, 3.10.3, by deleting former subsection 3.9.2 and substituting the following new 3.10.2:

“3.10.2 After the Award – If the Bidder to whom contract is awarded shall fail or neglect to furnish satisfactory security within ten (10) calendar days after such award or within such further time as the Comptroller may allow, the State shall be entitled to recover from such Bidder its actual damages, including but not limited to the difference between the bid and the next lowest responsive bid, as well as personnel and administrative costs, consulting and legal fees and other expenses incurred in arranging a contract with the next low responsive bidder or calling for new bids. The State may apply all or part of the amount of the bid security to reduce damages. If upon determination by the State of the amount of its damages the bid security exceeds that amount, it shall release or return the excess to the person who provided same.”

- Q. Under ARTICLE 3 – AWARD AND EXECUTION OF CONTRACT, renumber Section 3.10 NOTICE TO PROCEED and related subsection numbers to 3.11, 3.11.1, 3.11.2, 3.11.3 and 3.11.4.

- R. Under ARTICLE 4 – SCOPE OF WORK, modify Section 4.2 CHANGES, by deleting subsection 4.2.4.2 and substituting the following new subsection 4.2.4.2:

“4.2.4.2 Performance and Payment Bond Increases. When the contract price is increased, performance and payment bonds shall each be automatically increased in amounts equal to one hundred percent (100%) of the increase in contract price.

- S. Under ARTICLE 4 – SCOPE OF WORK, modify Section 4.2 CHANGES, by deleting subsection 4.2.4.3 and substituting the following two new subsections:

“4.2.4.3 Upon receipt of a change order, that the Contractor does not agree with any of the terms or conditions or the adjustments or non adjustments of the contract price or contract time; the Contractor shall not execute or sign the change order, but shall return the unsigned change order, along with a written notification of the conditions or items that are in dispute.

4.2.4.4 If the Contractor signs or executes the change order, this constitutes an agreement on the part of the Contractor with the terms and conditions of

the change order. A change order that is mutually agreed to and signed by the parties of the contract constitutes a contract modification.”

- T. Under ARTICLE 4 – SCOPE OF WORK, modify section 4.2 CHANGES, by adding the following three new subsections 4.2.5 through 4.2.7:

“4.2.5 Claim Notification – The Contractor shall file a notice of intent to claim for a disputed change order within 30 calendar days after receipt of the written order. Failure to file the protest within the time specified constitutes an agreement on the part of the Contractor with the terms, conditions, amounts and adjustment or non-adjustment to contract price or contract time set forth in the disputed change order. The requirement for timely written notice shall be a condition precedent to the assertion of a claim.

4.2.6 Proceeding with Directed Work – Upon receipt of a contract modification, change order, or field order, the Contractor shall proceed with the directed changes and instructions. The Contractor's right to make a claim for additional compensation or an extension of time for completion is not affected by proceeding with the changes and instructions described in a change order and field order.

4.2.7 Pricing or Negotiating Costs Not Allowed – The Contractor's cost of responding to requests for price or time adjustments is included in the contract price. No additional compensation will be allowed unless authorized by the Contracting Officer.

- U. Under ARTICLE 4 – SCOPE OF WORK, modify section 4.3 Duty of Contractor to Provide Proposal for Changes, by deleting subsection 4.3.4.
- V. Under ARTICLE 4 – SCOPE OF WORK, modify section 4.4 PRICE ADJUSTMENT, by deleting subsection 4.4.1 and substituting subsection 4.4.1 and adding a new subsection 4.4.2 and modify section 4.5 ALLOWANCES FOR OVERHEAD AND PROFIT, by deleting subsections 4.5.1, 4.5.2 and 4.5.3 and substituting subsections 4.5.1, 4.5.2 and 4.5.3 as follows:

“4.4 PRICE ADJUSTMENT HRS 103D-501

4.4.1 A fully executed change order or other document permitting billing for the adjustment in price under any method listed in paragraphs (4.4.1.1) through (4.4.1.5) shall be issued within ten days after agreement on the price adjustment unless otherwise noted by the Department. Any adjustment in the contract price pursuant to a change or claim in this contract shall be made in one or more of the following ways:

4.4.1.1 By agreement to a fixed price adjustment before commencement of the pertinent performance;

4.4.1.2 By unit prices specified in the contract or subsequently agreed upon before commencement of the pertinent performance;

4.4.1.3 Whenever there is a variation in quantity for any work covered by any line item in the schedule of costs submitted as required by Section 7.2 COMMENCEMENT REQUIREMENTS, by the Department at its discretion, adjusting the lump sum price proportionately;

4.4.1.4 FORCE ACCOUNT METHOD. At the sole option of the Contracting Officer, by the costs attributable to the event or situation covered by the change, plus appropriate profit or fee, all as specified in Section 4.5 ALLOWANCES FOR OVERHEAD AND PROFIT and the force account provision of Section 8.3 PAYMENT FOR ADDITIONAL WORK before commencement of the pertinent performance;

4.4.1.5 In such other manner as the parties may mutually agree upon before commencement of the pertinent performance; or

4.4.1.6 In the absence of an agreement between the two parties:

4.4.1.6.a For change orders with value not exceeding \$50,000 by documented actual costs of the work, allowing for overhead and profit as set forth in Section 4.5 ALLOWANCES FOR OVERHEAD AND PROFIT. A change order shall be issued within fifteen days of submission by the contractor of proper documentation of completed force account work, whether periodic (conforming to the applicable billing cycle) or final. The Contracting Officer shall return any documentation that is defective to the contractor within fifteen days after receipt, with a statement identifying the defect; or

4.4.1.6.b For change orders with value exceeding \$50,000 by a unilateral determination by the Contracting Officer of the reasonable and necessary costs attributable to the event or situation covered by the change, plus appropriate profit or fee, all as computed by the Contracting Officer in accordance with applicable sections of Chapters 3-123 and 3-126 of the Hawaii Administrative Rules, and Section 4.5 ALLOWANCES FOR OVERHEAD AND PROFIT. When a unilateral determination has been made, a unilateral change order shall be issued within ten days. Upon receipt of the unilateral change order, if the contractor does not agree with any of the terms or conditions, or the adjustment or nonadjustment of the contract time or contract price, the contractor shall file a notice of intent to claim within thirty days after the receipt of the written unilateral change order. Failure to file a protest within the time specified shall constitute agreement on the part of the Contractor with the terms, conditions, amounts, and adjustment or nonadjustment of the contract time or the contract price set forth in the unilateral change order.

4.4.2 Cost or Pricing Data – Contractor shall provide and certify cost or pricing data for any price adjustment to a contract involving aggregate increases and decreases in costs plus applicable profits expected to exceed \$100,000. The certified cost or pricing data shall be subject to the provisions of HAR chapter 3-122, subchapter 15.

4.5 ALLOWANCES FOR OVERHEAD AND PROFIT HRS103D-501

4.5.1 In determining the cost or credit to the Department resulting from a change, the allowances for all overhead, including, extended overhead resulting from adjustments to contract time (including home office, branch office and field overhead, and related delay impact costs) and profit combined, shall not exceed the percentages set forth below:

4.5.1.1 For the Contractor, for any work performed by its own labor forces, twenty percent (20%) of the direct cost;

4.5.1.2 For each subcontractor involved, for any work performed by its own forces, twenty percent (20%) of the direct cost;

4.5.1.3 For the Contractor or any subcontractor, for work performed by their subcontractors, ten percent (10%) of the amount due the performing subcontractor.

4.5.2 Not more than three markup allowance line item additions not exceeding the maximum percentage shown above will be allowed for profit and overhead, regardless of the number of tier subcontractors.

4.5.3 The allowance percentages will be applied to all credits and to the net increase of direct costs where work is added and deleted by the changes.

W. Under ARTICLE 5 – CONTROL OF THE WORK, modify section 5.4 SHOP DRAWINGS AND OTHER SUBMITTALS, by deleting subsection 5.4.14 and 5.4.15 and substitute the following new subsections:

“5.4.1.4 Descriptive Sheets and Other Submittals – When a submittal is required by the contract, the Contractor shall submit to the Contracting Officer eight (8) complete sets of descriptive sheets such as shop drawings, brochures, catalogs, illustrations, calculation, material safety data sheets (MSDS), certificates, reports, warranty, etc., which will completely describe the material, product, equipment, furniture or appliance to be used in the project as shown in the drawings and specifications and how it will be integrated into adjoining construction. When submittals are specified to be submitted over email or under Web Based Construction Management System, the number of complete sets will be as specified or as directed by the Contracting Officer. Prior to the submittal, the Contractor shall review and check all submittal sheets for conformity to the contract requirements and indicate such conformity by marking or stamping and signing each sheet. Where descriptive sheets include materials, systems, options, accessories, etc. that do not apply to this contract, non-relevant items shall be crossed out so that all remaining information will be considered applicable to this contract. It is the responsibility of the Contractor to submit descriptive sheets for review and acceptance by the Contracting Officer as required at the earliest possible date after the date of award in order to meet the Contract Duration. Delays caused by the failure of the Contractor to submit descriptive sheets as required will not be considered as justification for contract time extension.

5.4.1.5 Material Samples and Color Samples – When material and color sample submittals are required by the contract, the Contractor shall submit to the Contracting Officer no less than three (3) samples conforming to Section 6.6 MATERIAL SAMPLES. One sample will be retained by the Consultant, one sample will be retained by the State, and the remaining sample(s) will be returned to the Contractor. Prior to the material and color submittal, the Contractor shall review and check all samples for conformity to the contract requirements and indicate such conformity by marking or stamping and signing each sample. It is the responsibility of the Contractor to submit samples for review and acceptance by the Contracting Officer as required at the earliest possible date after the date of award in order to meet the Contract Duration. Delays caused by the failure of the Contractor to submit material and color samples as required will not be considered as justification for contract time extension.

5.4.1.6 Unless the technical sections (Divisions 2 – 16) specifically require the Contractor furnish a greater quantity of shop drawings and other submittals, the Contractor shall furnish the quantities required by this section.”

- X. Under ARTICLE 5 – CONTROL OF THE WORK, modify section 5.8 COOPERATION BETWEEN THE CONTRACTOR AND THE DEPARTMENT, by deleting the subsection 5.8.1 and substitute the following new subsection 5.8.1:

“5.8.1 Furnishing Drawings and Specifications – DCR will not furnish hard copies of contract plans and specifications to Contractors. Contractors who receive award for projects shall download the files of drawings and specifications from an official email from the Contracting Officer or the Hawaii Awards & Notice Data System website: <https://hands.ehawaii.gov/hands/>, and make their own hard copies. Contractor shall have and maintain at least one hard copy of the Contract Drawings and Specifications on the work site, at all times.”

- Y. Under ARTICLE 5 – CONTROL OF THE WORK, modify section 5.12 SUBCONTRACTS, by deleting the subsection 5.12 and related paragraphs and substitute the following new subsection 5.12 and related paragraphs:

“5.12 SUBCONTRACTS – Nothing contained in the contract documents shall create a contractual relationship between the State and any subcontractor. The contractor may subcontract a portion of the work but the contractor shall remain responsible for the work that is subcontracted.

5.12.1 Replacing Subcontractors – Contractors may enter into subcontracts only with subcontractors listed in the offer form. The contractor will be allowed to replace a listed subcontractor if the subcontractor:

5.12.1.1 Fails, refuses or is unable to enter into a subcontract consistent with the terms and conditions of the subcontractor’s offer presented to the contractor; or

5.12.1.2 Becomes insolvent; or

5.12.1.3 Has any license or certification necessary for performance of the work suspended or revoked; or

5.12.1.4 Has defaulted or has otherwise breached the subcontract in connection with the subcontracted work; or

5.12.1.5 Agrees to be substituted by providing a written release; or

5.12.1.6 Is unable or refuses to comply with other requirements of law applicable to contractors, subcontractors, and public works projects.

5.12.2 Notice of Replacing Subcontractor – The Contractor shall provide a written notice to the Contracting Officer when it replaces a subcontractor, including in the notice, the reasons for replacement. The Contractor agrees to defend, hold harmless, and indemnify the State against all claims, liabilities, or damages whatsoever, including attorney’s fees, arising out of or related to the replacement of a subcontractor.

5.12.3 Adding Subcontractors – The Contractor may enter into a subcontract with a subcontractor that is not listed in the offer form only after this contract becomes enforceable.

5.12.4 Subcontracting – Contractor shall perform with its own organization, work amounting to not less than twenty (20%) of the total contract cost, exclusive of costs for materials and equipment the Contractor purchases for installation by its subcontractors, except that any items designated by the State in the contract as “specialty items” may be performed by a subcontract and the cost of any such specialty items so performed by the subcontract may be deducted from the total contract cost before computing the amount of work required to be performed by the Contractor with its own organization.”

- Z. Under ARTICLE 6 – CONTROL OF MATERIALS AND EQUIPMENT, Modify Section 6.3 SUBSTITUTION OF MATERIALS AND EQUIPMENT AFTER BID OPENINGS, by renaming section 6.3 SUBSTITUTION AFTER CONTRACT AWARD and by deleting subsections 6.3.1 through 6.3.3 and related paragraphs, and substitute the following two new subsections 6.3.1 and 6.3.2 and related paragraphs:

“6.3.1 Materials, equipment, articles and systems noted on the drawings and specifications, establish a standard of quality, function, performance or design requirements and shall not be interpreted to limit competition. Should trade names, makes, catalog numbers or brand names be specified, the contractor shall infer that these items indicate the quality, style, appearance or performance of the material, equipment, article, or systems to be used in the project. The contractor is responsible to use materials, equipment, articles or systems that meet the project requirements. Unless specifically provided otherwise in the contract documents, the contractor may, at its option, use any material, equipment, article or system that, in the judgment of the Contracting Officer, is equal to that required by the contract documents.

6.3.1.1 If after installing a material, equipment, article or system a variance is discovered, the contractor shall immediately replace the material, equipment, article or system with one that meets the requirements of the contract documents.

6.3.2 Substitution After Contract Award – Subject to the Contracting Officer's determination; material, equipment, article or system with a variant feature(s) may be allowed as a substitution, provided it is in the State's best interest. The State may deny a substitution; and if a substitution is denied, the contractor is not entitled to any additional compensation or time extension.

6.3.2.1 The Contractor shall include with the submittal, a notification that identifies all deviations or variances from the contract documents. The notice shall be in a written form separate from the submittal. The variances shall be clearly shown on the shop drawing, descriptive sheet, and material sample or color sample; and the Contractor shall certify that the substitution has no other variant features. Failures to identify the variances are grounds to reject the related work or materials, notwithstanding that the Contracting Officer accepted the submittal. If the variances are not acceptable to the Contracting Officer, the contractor will be required to furnish the item as specified on the contract documents at no additional cost or time.

6.3.2.2 Acceptance of a variance shall not justify a contract price or time adjustment unless the Contractor requests an adjustment at the time of submittal and the adjustments are explicitly agreed to in writing by the Contracting Officer. Any request shall include price details and proposed scheduling modifications. Acceptance of a variance is subject to all contract terms, and is without prejudice to all rights under the surety bond.

6.3.2.3 The Contractor can recommend improvements to the project, for materials, equipment, articles, or systems by means of a substitution request, even if the improvements are at an additional cost. The Contracting Officer shall make the final determination to accept or reject the Contractor's proposed improvements. If the proposed material, equipment, article or system cost less than the specified item, the Contracting Officer will require a sharing of cost similar to value engineering be implemented. State reserves its right to deny a substitution; and if a substitution is denied, the contractor is not entitled to additional compensation or time extension."

AA. Under Article 7 – PROSECUTION AND PROGRESS, modify section 7.2 SCHEDULE OF PRICES by deleting paragraph 7.2.4.1 and substitute the following paragraph 7.2.4.1:

"7.2.4.1. The Contractor shall estimate at the close of each month the percentage of work completed under each of the various construction items during such month and submit the Monthly Payment Application to the Contracting Officer for review and approval. The Contractor shall be paid the approved percentage of the price established for each item less the retention provided in Section 8.4 PROGRESS PAYMENTS."

BB. Under Article 7 – PROSECUTION AND PROGRESS, add the following paragraph 7.2.4A:

“7.2.4A Subcontracts. Upon award of a contract and prior to starting any construction work, the Contractor shall submit to the Contracting Officer a list of all subcontractors and the actual subcontracted dollar amount for each of its subcontractors regardless of the amount of the subcontract. See section 7.39 – Employment of State Residents Requirements.”

CC. Under ARTICLE 7 – PROSECUTION AND PROGRESS, modify section 7.2.5 PROOF OF INSURANCE COVERAGE, by deleting subsection 7.2.5 and substitute the following:

“7.2.5 Proof of Insurance Coverage – Certificate of Insurance or other documentary evidence satisfactory to the Contracting Officer that the Contractor has in place all insurance coverage required by the contract. The Certificate of Insurance shall contain wording which identifies the Project number and Project title for which the certificate of insurance is issued. Refer to Section 7.3 INSURANCE REQUIREMENTS.”

DD. Under ARTICLE 7 – PROSECUTION AND PROGRESS, modify paragraph 7.2.6, by deleting the paragraph and substitute the following:

“7.2.6 Safety and Health Plan for this project. Refer to HRS Section 396-18.

7.2.7 Until such time as the above items are processed and receipt is confirmed, the Contractor shall not be allowed to commence on any operations unless authorized by the Engineer.”

EE. Under ARTICLE 7 – PROSECUTION AND PROGRESS, modify section 7.3 INSURANCE REQUIREMENTS, by deleting subsection 7.3.3 and substitute the following new subsection 7.3.3:

“7.3.3 Certificate(s) of Insurance acceptable to the State shall be filed with the Contracting Officer prior to commencement of the work. Certificates shall identify if the insurance company is a “captive” insurance company or a “Non-Admitted” carrier to the State of Hawaii. The best’s rating must be stated for the “Non-Admitted” carrier. Certificates shall contain a provision that coverages being certified will not be cancelled or materially changed without giving the Contracting Officer at least thirty (30) days prior written notice. Should any policy be canceled before final acceptance of the work by the State, and the Contractor fails to immediately procure replacement insurance as specified, the State, in addition to all other remedies it may have for such breach, reserves the right to procure such insurance and deduct the cost thereof from any money due to the Contractor.”

FF. Under ARTICLE 7 – PROSECUTION AND PROGRESS, modify section 7.3 INSURANCE REQUIREMENTS, by deleting subsection 7.3.7.2 and substitute the following new subsection 7.3.7.2:

"7.3.7.2 General Liability – The Contractor shall obtain General Liability insurance with a limit of not less than \$2,000,000 per occurrence and in the Aggregates. The insurance policy shall contain the following clauses: 1) "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."; and 2) "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contributed with, insurance provided by this policy." The required limit of insurance may be provided by a single policy or with a combination of primary and excess policies. Refer to SPECIAL CONDITIONS for any additional requirements."

GG. Under ARTICLE 7 – PROSECUTION AND PROGRESS, modify section 7.3 INSURANCE REQUIREMENTS, by deleting subsection 7.3.7.3 and substitute the following new subsection 7.3.7.3:

"7.3.7.3 Auto Liability – The Contractor shall obtain Auto Liability Insurance covering all owned, non-owned and hired autos with a Combined single Limit of not less than \$1,000,000 per occurrence. The insurance policy shall contain the following clauses: 1) "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."; and 2) "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contributed with, insurance provided by this policy." The required limit of insurance may be provided by a single policy or with a combination of primary and excess policies. Refer to SPECIAL CONDITIONS for any additional requirements."

HH. Under ARTICLE 7 – PROSECUTION AND PROGRESS, modify section 7.3 INSURANCE REQUIREMENTS, by deleting subsection 7.3.7.4 and substitute the following new subsection 7.3.7.4:

"7.3.7.4 Property Insurance (Builders Risk)

(a) New Building(s) – The Contractor shall obtain Property Insurance covering building(s) being constructed under this Contract. The limit shall be equal to the completed value of the building(s) and shall insure against all-loss excluding earthquakes and floods. The coverage shall be provided by a company authorized to write insurance in the State of Hawaii as an insurer. The insurance policy shall contain the following clauses: 1) "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."; and 2) "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contributed with, insurance provided by this policy." If the project falls within the State University System, The University of Hawaii shall also be named as an insured. Refer to SPECIAL CONDITIONS for any additional requirements.

(b) Building Renovation and / or Installation Contract – The Contractor shall obtain Property Insurance with a limit equal to the completed value of the work or property being installed and shall insure against all-loss excluding earthquakes and floods. The coverage shall be provided by a company authorized to write insurance in the State of Hawaii as an insurer. The

insurance policy shall contain the following clauses: 1) "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."; and 2) "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contributed with, insurance provided by this policy." If the project falls within the State University System, The University of Hawaii shall also be named as an insured. Refer to SPECIAL CONDITIONS for any additional requirements.

(c) The Contractor is not required to obtain property insurance for contracts limited to site development."

II. Under ARTICLE 7 – PROSECUTION AND PROGRESS, modify section 7.7 PREVAILING WAGES, by deleting subsection 7.7.4.

JJ. Under Article 7 – PROSECUTION AND PROGRESS, add the following section 7.9A – APPRENTICESHIP AGREEMENT CERTIFICATION

"7.9A APPRENTICESHIP AGREEMENT CERTIFICATION (HRS §103-55.6)

7.9A.1 For the duration of a contract awarded and executed utilizing the apprenticeship agreement preference the Contractor shall certify, for each month that work is being conducted on the project, that it continues to be a participant in the relevant registered apprenticeship program for each trade it employs.

7.9A.2 Monthly certification shall be made by completing the *Monthly Report of Contractor's Participation – Form 2* made available by the State Department of Labor and Industrial Relations, the original to be signed by the respective apprenticeship program sponsors authorized official, and submitted by the Contractor to the Engineer with its monthly payment requests. The *Monthly Report of Contractor's Participation – Form 2* available on the DLIR website at: <http://labor.hawaii.gov/wdd/files/2012/12/Form-2-Monthly-Report-of-Contractors-Participation.pdf>.

7.9A.3 Should the Contractor fail or refuse to submit its *Monthly Report of Contractor's Participation – Form 2*, or at any time during the duration of the contract, cease to be a party to a registered apprenticeship agreement for any of the apprenticeable trades the Contractor employs, or will employ, the Contractor will be subject to the following sanctions:

7.9A.3.1 Withholding of the requested payment until all of the required *Monthly report of Contractor's Participation – Form 2s* are properly completed and submitted.

7.9A.3.2 Temporary or permanent cessation of work on the project, without recourse to breach of contract claims by the Contractor; provided the Department shall be entitled to restitution for nonperformance or liquidated damages claims; or

7.9A.3.3 Proceedings to debar or suspend pursuant to HRS §103D-702.

7.9A.4 If events such as “acts of God,” acts of a public enemy, acts of the State or any other governmental body in its sovereign or contractual capacity, fires, floods, epidemics, freight embargoes, unusually severe weather, or strikes or other labor disputes prevent the Contractor from submitting the *Monthly Report of Contractor’s Participation – Form 2*, the Contractor shall not be penalized as provided herein, provided the Contractor completely and expeditiously complies with the certification process when the event is over.”

KK. Under ARTICLE 7 – PROSECUTION AND PROGRESS, modify section 7.10 OVERTIME AND NIGHT WORK, by deleting subsection 7.10.2 and substitute the following:

“7.10.2 Contractor shall notify the Contracting Officer two working days prior to doing overtime and night work, to insure proper inspection will be available. The notification shall address the specific work to be done. A notification is not required when overtime work and night work are included as normal working hours in the contract and in the contractor’s construction schedule.”

LL. Under ARTICLE 7 – PROSECUTION AND PROGRESS, modify section 7.11 – OVERTIME AND NIGHT PAYMENT FOR STATE INSPECTION SERVICES, by adding new subsection 7.11.1 and renumbering the existing subsections 7.11.1, 7.11.1.1, 7.11.1.2, 7.11.1.3 and 7.11.2 to read 7.11.2, 7.11.2.1, 7.11.2.2, 7.11.2.3 and 7.11.3 respectively. Change subsection reference number (7.11.1) in subsection 7.11.3 – Payment for Inspection Services to read 7.11.2:

“7.11.1 The Department is responsible for overtime or night time payments for Department’s inspection services, including Department’s Inspector, State staff personnel and the Department’s Consultant(s) engaged on the project, when overtime and night work are included as normal working hours in the contract and in the contractor’s construction schedule.”

MM. Under ARTICLE 7 – PROSECUTION AND PROGRESS, modify section 7.25 – DISPUTES AND CLAIMS, by deleting subsection 7.25.10 and paragraph 7.25.10.1 and substitute the following:

“7.25.10 Decision on Claim or Appeal – The Contracting Officer shall decide all controversies between the State and the Contractor which arise under, or are by virtue of, this contract and which are not resolved by mutual agreement. The decision of the Contracting Officer on the claim shall be final and conclusive, unless fraudulent or unless the contractor delivers to the Comptroller a written appeal of the Contracting Officer’s decision no later than 30 days after the date of the Contracting Officer’s decision. The Comptroller’s decision shall be final and conclusive, unless fraudulent or unless the Contractor brings an action seeking judicial review of the Comptroller’s decision in an appropriate circuit court of this State within six months from the date of the Comptroller’s decision.

7.25.10.1 If the contractor delivers a written request for a final decision concerning the controversy, the Comptroller shall issue a final decision within 90 days after receipt of such a request; provided that if the Comptroller does not issue a written decision within 90 days, or within such longer period as may be agreed upon by the parties, then the contractor may proceed as if an

adverse decision had been received. Both parties to this contract agree that the period of up to 30 days to appeal the Contracting Officer's decision to the Comptroller shall not be included in the 90-day period to issue a final decision."

NN. Under ARTICLE 7 – PROSECUTION AND PROGRESS, modify section 7.25 – DISPUTES AND CLAIMS, by deleting subsection 7.25.13 Waiver of Attorney's Fees.

OO. Under ARTICLE 7 – PROSECUTION AND PROGRESS, modify section 7.26 – FAILURE TO COMPLETE THE WORK ON TIME, by deleting paragraph 7.26.1.2 and substitute the following:

"7.26.1.2 If the Contractor fails to correct Punchlist deficiencies as required by Section 7.32 PROJECT ACCEPTANCE DATE, the State will be inconvenienced and damaged, therefore, it is agreed that the Contractor shall pay liquidated damages to the Department based upon the amount stated in the Specification Section 00410 SOLICITATION, OFFER AND CONTRACT FORM or Specification Section 00800 SPECIAL CONDITIONS. Liquidated damages shall accrue for all days after the Contract Completion Date or any extension thereof, until the date the Punchlist items are corrected and accepted by the Engineer. See Section 8.6 Retainage regarding correction of Punchlist deficiencies."

PP. Under ARTICLE 7 – PROSECUTION AND PROGRESS, modify section 7.26 – FAILURE TO COMPLETE THE WORK ON TIME, by deleting paragraph 7.26.1.3 and substitute the following:

"7.26.1.3 If the Contractor fails to submit final documents as required by Section 7.33 FINAL SETTLEMENT OF THE CONTRACT, the State will be inconvenienced and damaged, therefore, it is agreed that the Contractor shall pay liquidated damages to the Department based upon the amount stated in the Specification Section 00410 SOLICITATION, OFFER AND CONTRACT FORM or Specification Section 00800 SPECIAL CONDITIONS. Liquidated damages shall accrue for all days after the Contract Completion Date or any extension thereof, until the date the final documents are received by the Engineer. See Section 8.6 Retainage regarding submittal of final documents."

QQ. Under ARTICLE 7 – PROSECUTION AND PROGRESS, modify section 7.31 – SUBSTANTIAL COMPLETION, AND FINAL INSPECTION, by deleting paragraph 7.31.2.1 and substitute the following:

"7.31.2.1 The Contracting Officer shall confirm the list of deficiencies noted by the contractor's punchlist(s) and will notify the Contractor of any other deficiencies that must be corrected."

RR. Under ARTICLE 7 – PROSECUTION AND PROGRESS, modify section 7.32 – PROJECT ACCEPTANCE DATE, by adding new paragraph 7.32.4.1 as follows:

“7.32.4.1 Punchlist corrective work shall be completed prior to Contract Completion Date, or extension thereof.”

SS. Under ARTICLE 7 – PROSECUTION AND PROGRESS, modify section 7.32 – PROJECT ACCEPTANCE DATE, by deleting subsection 7.32.7 and substitute the following:

“**7.32.7** If the contractor fails to correct the deficiencies within the time established in paragraph 7.32.4.1, the Contracting Officer shall assess liquidated damages as required by section 7.26 – FAILURE TO COMPLETE THE WORK ON TIME.”

TT. Under ARTICLE 7 – PROSECUTION AND PROGRESS, delete section 7.35 – GUARANTEE OF WORK, and substitute the following:

“7.35 GUARANTEE OF WORK

7.35.1 In addition to any required manufacturers warranties, all work and equipment shall be guaranteed by the Contractor against defects in materials, equipment, or workmanship for one year from the Project Acceptance Date or as otherwise specified in the technical specifications or elsewhere in the Contract Documents.

7.35.1.1. If, in the technical specifications, the guarantee is specified for greater than two (2) years, two (2) years shall prevail except for manufacturer’s warranties. Manufacturer’s warranties shall remain as specified in their respective technical specification sections or other contract documents.

7.35.1.1.1. However, the number of years specified in the technical specifications or other contract documents, shall prevail only if it is stated that the number of years for guarantee supersedes this provision.

7.35.2 Repair of Work – If, within any guarantee period, repairs or changes are required in connection with the guaranteed work, which in the opinion of the Engineer is necessary due to materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the Contract, the Contractor shall within five (5) working days and without expense to the Department commence to:

7.35.2.1. Place in satisfactory condition in every instance all such guaranteed work and correct all defects therein; and 7.35.2.2. Make good and repair or replace to new or preexisting condition all damages to the building, facility, work or equipment or contents thereof, resulting from such defective materials, equipment or installation thereof.

7.35.3 Manufacturer’s and Installer’s Guarantee – Whenever a manufacturer’s or installer’s guarantee on any product specified in the respective Specification sections, exceeds one year, this guarantee shall become part of this contract in addition to the Contractor’s guarantee. Contractor shall complete the guarantee forms in the name of the Department and submit such forms to the manufacturer

within such time required to validate the guarantee. Contractor shall submit to the Department a photocopy of the completed guarantee form for the Department's record as evidence that such guarantee form was executed by the manufacturer.

7.35.4 If a defect is discovered during a guarantee period, all repairs and corrections to the defective items when corrected shall again be guaranteed for the original full guarantee period. The guarantee period shall be tolled and suspended for all work affected by the defect. The guarantee period for work affected by the defect shall restart for its remaining duration upon confirmation by the Engineer that the deficiencies have been repaired or remedied."

UU. Under ARTICLE 7 – PROSECUTION AND PROGRESS, add new section 7.39 as follows:

"7.39 EMPLOYMENT OF STATE RESIDENTS REQUIREMENTS HRS 103B

7.39.1 A Contractor awarded a contract shall ensure that Hawaii residents comprise not less than 80% of the workforce employed to perform the contract. The 80% requirement shall be determined by dividing the total number of hours worked on the contract by Hawaii residents, by the total number of hours worked on the contract by all employees of the contractor in the performance of the contract. The hours worked by any subcontractor of the Contractor shall count towards the calculation for purposes of 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.

7.39.2 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 Hawaii residents comprise not less than 80% of the subcontractor's workforce used to perform the subcontract. See also, section 7.2 – Commencement Requirements.

7.39.3 The Contractor, and any subcontractor whose subcontract is \$50,000 or more, shall comply with the requirements of this section.

7.39.3.1 Certification of compliance shall be made in writing under oath by an officer of the Contractor and applicable subcontractors and submitted with the final payment request.

7.39.3.2 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. See attached form at the end of Section 00700 – General Conditions.

7.39.3.3 In addition to the certification of compliance as indicated above, the Contractor and any subcontractors shall maintain records such as certified payrolls for laborers and mechanics who performed work at the site and timesheets 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 subcontractors who performed work on the project to validate compliance with this section. The Contractor and Subcontractors shall maintain, retain, and provide access to these records in accordance with Section 7.38 – RECORDS MAINTENANCE, RETENTION AND ACCESS, except that these provisions shall apply to all contracts, regardless of the value of the contract.

7.39.4 A Contractor or applicable subcontractor who fails to comply with this section shall be subject to any of the following sanctions:

7.39.4.1 With respect to the General Contractor, withholding of payment on the contract until the Contractor or its subcontractor complies with this section; or

7.39.4.2 Proceedings for debarment or suspension of the Contractor or subcontractor under Hawaii Revised Statutes §103D-702.

7.39.5 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. See Section 00800 – Special Conditions to determine if this section does not apply.”

VV. Under ARTICLE 8 – MEASUREMENT AND PAYMENT, Section 8.3 PAYMENT FOR ADDITIONAL WORK, modify clause 8.3.4.5(h) by changing the replacement value from ‘five hundred dollars (\$500)’ to read “\$1,000.”

WW. Under ARTICLE 8 – MEASUREMENT AND PAYMENT, Modify section 8.3 PAYMENT FOR ADDITIONAL WORK, by deleting subsection 8.3.1 and substitute the following new subsections and paragraph:

“8.3.1 Payment for Changed Conditions – A contract modification or change order complying with section 4.4 PRICE ADJUSTMENT and section 4.5 ALLOWANCES FOR OVERHEAD AND PROFIT shall be issued for all changes that are directed under Section 4.2 CHANGES. No payment for any change including work performed under the force account provisions will be made until a change order is issued or contract modification is executed.

8.3.1.1 At the completion of the force account work or at an intermediate interval approved by the Contracting Officer, the contractor shall submit its force account cost proposal, including; approved daily force account records with any attached invoices or receipt, to the Department for processing a contract modification or change order.”

XX. Under Article 8 – MEASUREMENT AND PAYMENT, modify section 8.4 PROGRESS AND/OR PARTIAL PAYMENTS, by deleting section and related SUBSECTIONS 8.4.1 thru 8.4.4.4 and substitute the following new section 8.4 and related subsections 8.4.1 thru 8.4.4.4:

“8.4 PROGRESS PAYMENTS

8.4.1 Progress Payments – The Contractor will be allowed progress payments on a monthly basis upon preparing the Monthly Payment Application forms and submitting them to the Contracting Officer. The monthly payment shall be based on the items of work satisfactorily completed and the value thereof at unit prices and/or lump sum prices set forth in the contract as determined by the Contracting Officer and will be subject to compliance with Section 7.9 PAYROLLS AND PAYROLL RECORDS.

8.4.2 In the event the Contractor or any Subcontractor fails to submit certified copies of payrolls in accordance with the requirements of Section 7.9 PAYROLLS AND PAYROLL RECORDS, the Contracting Officer may retain the amount due for items of work for which payroll affidavits have not been submitted on a timely basis notwithstanding satisfactory completion of the work until such records have been duly submitted. The Contractor shall not be due any interest payment for any amount thus withheld.

8.4.3 Payment for Materials – The Contractor will also be allowed payments of the manufacturer's, supplier's, distributor's or fabricator's invoice cost of accepted materials to be incorporated in the work on the following conditions:

8.4.3.1 The materials are delivered and properly stored at the site of Work; or

8.4.3.2 For special items of materials accepted by the Contracting Officer, the materials are delivered to the Contractor or subcontractor(s) and properly stored in an acceptable location within a reasonable distance to the site of Work.

8.4.4 Payments shall be made only if the Contracting Officer finds that:

8.4.4.1 The Contractor has submitted bills of sale for the materials or otherwise demonstrates clear title to such materials.

8.4.4.2 The materials are insured for their full replacement value to the benefit of the Department against theft, fire, damages incurred in transportation to the site, and other hazards.

8.4.4.3 The materials are not subject to deterioration.

8.4.4.4 In case of materials stored off the project site, the materials are not commingled with other materials not to be incorporated into the project.”

YY. Under ARTICLE 8 – MEASUREMENT AND PAYMENT, Modify section 8.5 PROMPT PAYMENT, by deleting section 8.5 and related subsections 8.5.1 thru 8.5.6 and substitute the following new section 8.5 and related subsections 8.5.1 thru 8.5.9:

“8.5.1 Any money paid to a Contractor for work performed by a subcontractor shall be disbursed to such subcontractor within ten (10) days after receipt of the money in accordance with the terms of the subcontract; provided that the subcontractor has met all the terms and conditions of the subcontract and there are no bona fide disputes on which the Contracting Officer has withheld payment.

8.5.2 Upon final payment to the Contractor, full payment to all subcontractors shall be made within ten (10) days after receipt of the money, provided there are no bona fide disputes over the subcontractor’s performance under the subcontract.

8.5.3 All sums retained or withheld from a subcontractor and otherwise due to the subcontractor for satisfactory performance under the subcontract shall be paid by the contracting officer to the contractor and subsequently, upon receipt from the contracting officer, by the contractor to the subcontractor within the applicable time periods specified in subsection 8.5.2 and section 103-10 HRS:

8.5.3.1 Where a subcontractor has provided evidence to the contractor of satisfactorily completing all work under their subcontract and has provided a properly documented final payment request as described in subsection (8.5.5) of this section, and:

8.5.3.1.a Has provided to the contractor an acceptable performance and payment bond for the project executed by a surety company authorized to do business in the State, as provided in section 8.6 RETAINAGE; or

8.5.3.1.b The following has occurred:

8.5.3.1.b.1 A period of ninety days after the day on which the last of the labor was done or performed and the last of the material was furnished or supplied has elapsed without written notice of a claim given to contractor and the surety, as provided for in section 103D-324 HRS; and

8.5.3.1.b.2 The subcontractor has provided to the contractor:

8.5.3.1.b.2.1 An acceptable release of retainage bond, executed by a surety company authorized to do business in the State, in an amount of not more than two times the amount being retained or withheld by the contractor;

8.5.3.1.b.2.2 Any other bond acceptable to the contractor; or

8.5.3.1.b.2.3 Any other form of mutually acceptable collateral.

8.5.4 If the Contracting Officer or the Contractor fails to pay in accordance with this section, a penalty of one and one-half per cent per month shall be imposed upon the outstanding amounts due that were not timely paid by the responsible party. The penalty may be withheld from future payment due to the contractor, if

the Contractor was the responsible party. If a Contractor has violated subsection 8.5.2 three or more times within two years of the first violation, the Contractor shall be referred by the Contracting Officer to the contractor license board for action under section 444-17(14) HRS.

8.5.5 Final Payment Request. A properly documented final payment request from a subcontractor, as required by subsection 8.5.3, shall include:

8.5.5.1 Substantiation of the amounts requested;

8.5.5.2 A certification by the subcontractor, to the best of the subcontractor's knowledge and belief, that:

8.5.5.2.a The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the subcontract;

8.5.5.2.b The subcontractor has made payments due to its subcontractors and suppliers from previous payments received under the subcontract and will make timely payments from the proceeds of the payment covered by the certification, in accordance with their subcontract agreements and the requirements of this section; and

8.5.5.2.c The payment request does not include any amounts that the subcontractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of their subcontract; and

8.5.5.2.d The submission of documentation confirming that all other terms and conditions required under the subcontract agreement have been fully satisfied.

8.5.6 The Contracting Officer shall return any final payment request that is defective to the Contractor within seven days after receipt, with a statement identifying the defect.

8.5.7 A payment request made by a Contractor to the Contracting Officer that includes a request for sums that were withheld or retained from a subcontractor and are due to a subcontractor may not be approved under subsection 8.5.3 unless the payment request includes:

8.5.7.1 Substantiation of the amounts requested; and

8.5.7.2 A certification by the Contractor, to the best of the Contractor's knowledge and belief, that:

8.5.7.2.a The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

8.5.7.2.b The subcontractor has made payments due to its subcontractors and suppliers from previous payments received under the contract and will make timely payments from the proceeds of the payment covered by the certification, in accordance with their subcontract agreements and the requirements of this section; and

8.5.7.2.c The payment request does not include any amounts that the contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of their subcontract.

8.5.8 This section shall not be construed to impair the right of a Contractor or a subcontractor at any tier to negotiate and to include in their respective subcontracts provisions that provide for additional terms and conditions that are requested to be met before the subcontractor shall be entitled to receive final payment under subsection 8.5.3 of this section; provided that any such payments withheld shall be withheld by the Contracting Officer.”

ZZ. Under ARTICLE 8 – MEASUREMENT AND PAYMENT, modify section 8.6 RETAINAGE, by deleting section 8.6 and related subsections 8.6.1 thru 8.6.3 and substituting the following new section 8.6 and related subsections:

“8.6 RETAINAGE – The Department will retain a portion of the amount due under the contract to the contractor, to ensure the proper performance of the contract.

8.6.1 The sum withheld by the Department from the Contractor shall not exceed five per cent of the total amount due the Contractor provided that after fifty per cent of the contract is completed and progress is satisfactory, no additional sum shall be withheld; provided further that if progress is not satisfactory, the Contracting Officer may continue to withhold as retainage, sums not exceeding five per cent of the amount due the Contractor; and provided that if there is a subcontract in which the Contractor or subcontractor has negotiated a retainage in excess of five percent, but no more than ten percent, all amounts retained shall be held by the Department.

8.6.2 The retainage shall not include sums deducted as liquidated damages from moneys due or that may become due the Contractor under the contract.

8.6.3 Any retainage provided for in this section or requested to be withheld by the Contractor shall be held by the Department.

8.6.4 A dispute between a Contractor and subcontractor of any tier shall not constitute a dispute to which the State or any county is a party, and there is no right of action against the State or any county. The State and a county may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

8.6.5 The retention amount withheld by the Contractor from its subcontractor shall be not more than the same percentage of retainage as that of the Contractor (also applies to subcontractors who subcontract work to other subcontractors) where a subcontractor has provided evidence to the Contractor of:

8.6.5.1 A valid performance and a payment bond for the project that is acceptable to the Contractor and executed by a surety company authorized to do business in this State;

8.6.5.2 Any other bond acceptable to the Contractor; or

8.6.5.3 Any other form of collateral acceptable to the Contractor.

8.6.6 A written notice of any withholding shall be issued to a subcontractor, with a copy to the State, specifying the following:

8.6.6.1 The amount to be withheld;

8.6.6.2 The specific causes for the withholding under the terms of the subcontract; and

8.6.6.3 The remedial actions to be taken by the subcontractor to receive payment of the amounts withheld.

8.6.7 The Department will withhold retainage sums until all Punchlist deficiencies have been corrected by the Contractor and accepted by the Department, and all final documents have been submitted by the Contractor and accepted by the Department.”

AAA. Under Article 8 – MEASUREMENT AND PAYMENT, modify section 8.7 WARRANTY OF CLEAR TITLE, by deleting section and substitute the following new section 8.7:

“8.7 WARRANTY OF CLEAR TITLE – The Contractor warrants and guarantees that all work and materials covered by progress payments made thereon shall be free and clear of all liens, claims, security interests or encumbrances, and shall become the sole property of the Department. This provision shall not, however, be construed as an acceptance of the work nor shall it be construed as relieving the Contractor from the sole responsibility for all materials and work upon which payments have been made or the restoration of any damaged work, or as waiving the right of the Department to require the fulfillment of all the items of the contract.”

BBB. Under Article 8 – MEASUREMENT AND PAYMENT, modify section 8.8 – FINAL PAYMENT, by deleting subsection 8.8.1 and substitute the following new subsection 8.8.1:

8.8.1 Upon final settlement, the final payment amount, less all previous payments and less any sums that may have been deducted in accordance with the provisions of the contract, will be paid to the contractor, provided the contractor has submitted the following documents with the request for final payment: a) a current “Certificate of Vendor Compliance” issued by the Hawaii Compliance Express (HCE); and b) an originally notarized Certificate of Compliance for Employment of State Residents signed under oath by an officer of the Contractor and applicable subcontractors pursuant to chapter 103B HRS. The Certificate of Vendor Compliance is used to certify the Contractor’s compliance with: a) Section 103D-328, HRS (for all contracts \$25,000 or more) which requires a current tax clearance certificate issued by the Hawaii State Department of Taxation and the Internal Revenue Service; b) Chapters 383, 386, 392, and 393, HRS; and c) Subsection 103D-310(c), HRS. The State reserves the right to verify that compliance is current prior to the issuance of final payment.

Contractors are advised that non-compliance status will result in final payment being withheld until compliance is attained.

CCC. Under Article 8 – MEASUREMENT AND PAYMENT, modify section 8.9 – CLAIMS ARISING OUT OF PAYMENT FOR REQUIRED WORK, by deleting section and substitute the following new section 8.9:

“8.9 CLAIMS ARISING OUT OF PAYMENT FOR REQUIRED WORK –
If the Contractor disputes any determination made by the Contracting Officer regarding the amount of work satisfactorily completed, or the value thereof, or the manner in which payment therefore is made or calculated, it shall notify the Contracting Officer in writing of the specific facts supporting the Contractor’s position. Such notice shall be delivered to the Contracting Officer no later than thirty (30) days after the Contractor has been tendered payment for the subject work, or, if no payment has been tendered, not later than fifty (50) days after it has submitted the Monthly Payment Application required under Section 8.4 PROGRESS PAYMENTS herein to the Contracting Officer for the work that is the subject of the dispute. The delivery of the written notice cannot be waived and shall be a condition precedent to the filing of the claim. No claim for additional compensation for extra work or change work shall be allowed under this provision, unless the notice requirements of Article 4 SCOPE OF WORK have been followed. Acceptance of partial payment of a Monthly Payment Application amount shall not be deemed a waiver of the right to make a claim described herein provided the notice provisions are followed. The existence of or filing of a payment claim herein shall not relieve the Contractor of its duty to continue with the performance of the contract in full compliance with the directions of the Contracting Officer. Any notice of claim disputing the final payment made pursuant to Section 8.8 FINAL PAYMENT must be submitted in writing not later than thirty (30) days after final payment that is identified as such has been tendered to the Contractor.”

DDD. Replace (PERFORMANCE BOND – SURETY) on page 65 of the Appendix and (LABOR AND MATERIAL PAYMENT BOND – SURETY) on page 69 of the Appendix with the attached (PERFORMANCE BOND – SURETY) and (LABOR AND MATERIAL PAYMENT BOND – SURETY).

EEE. Add the attached Certification of Compliance for Employment of State Residents form to the Appendix.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

APPENDIX

(PERFORMANCE BOND – SURETY)

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 entered into a Contract with Obligee dated _____ for:

JOB NO.:

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. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid to the Principal shall automatically increase the obligation of the Surety on this bond by the amount of the increase and notice to Surety is not required for such increased obligation.

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

APPROVED AS TO FORM:

Deputy Attorney General

*ALL SIGNATURES MUST BE ACKNOWLEDGED
BY A NOTARY PUBLIC

(LABOR AND MATERIAL PAYMENT BOND – SURETY)

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 entered into a Contract with Obligee dated _____ for:

JOB NO.: _____

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. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid to the Principal shall automatically increase the obligation of the Surety on this bond by the amount of the increase and notice to Surety is not required for such increased obligation.
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

APPROVED AS TO FORM:

Deputy Attorney General

*ALL SIGNATURES MUST BE ACKNOWLEDGED
BY A NOTARY PUBLIC

Attachment 2

**CERTIFICATION OF COMPLIANCE
FOR
EMPLOYMENT OF STATE RESIDENTS
HRS 103B**

Project Title: _____

Agency Project No: _____

Contract No.: _____

As required by Hawaii Revised Statutes 103B – Employment of State Residents on Construction Procurement Contracts, I hereby certify under oath, that I am an officer of _____ and for the Project Contract indicated

(Name of Contractor or Subcontractor Company)

above, _____ was in compliance with

(Name of Contractor or Subcontractor Company)

HRS 103B by employing a workforce of which not less than eighty percent are Hawaii 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** to this contract.

CORPORATE SEAL

(Name of Company)

(Signature)

(Print Name)

(Print Title)

Subscribed and sworn to me before this
____ day of _____, 2010.

Doc. Date: _____ # of Pages ____ 1st Circuit

Notary Name: _____

Doc. Description: _____

Notary Public, 1st Circuit, State of Hawaii
My commission expires: _____

Notary Signature
NOTARY CERTIFICATION

Date

END OF SECTION

DIVISION 1 – GENERAL REQUIREMENTS

SECTION 01100 – PROJECT REQUIREMENTS

PART 1 – GENERAL

1.01 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: Project consists of constructing a new access road at the Women's Community Correctional Center (WCCC), including installation of empty conduit for the future sallyport gate and the future kitchen.
 - 1. Project Location: TMK: (1) 4-2-003: 004, Kailua, HI 96734
 - 2. The Work consists of the construction of a new access road at the Women's Community Correctional Center (WCCC), including clearing and grubbing, excavation, grading, and preparation of subgrade; installation of erosion and sediment control measures; trenching and installation of empty conduit for the future sallyport gate and future kitchen, including bedding, backfill, and surface restoration; installation of aggregate basecourse, and asphalt concrete paving; and all associated roadway appurtenances, as indicated in the Drawings. The Work further includes coordination of construction activities within an active correctional facility; compliance with security, access, and safety requirements; and all incidental work necessary to complete the new access road, all in accordance with the Contract Drawings and Specifications.
- C. Perform operations and furnish equipment, fixtures, appliances, tools, materials, related items and labor necessary to execute, complete and deliver the Work as required by the Contract Documents.
- D. The Division and Sections into which these specifications are divided shall not be considered an accurate or complete segregation of work by trades. This also applies to work specified within each section.
- E. Contractor shall not alter the Drawings and Specification. If an error or discrepancy is found, notify the Department.
- F. Specifying of interface and coordination in the various specification sections is provided for information and convenience only. These requirements in the various sections shall complement the requirements of this Section.

1.02 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 - 1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated and include incomplete sentences. Omission of words or phrases such as "the Contractor shall", "as shown on

the drawings”, “a”, “an”, and “the” are intentional. Omitted words and phrases shall be provided by inference to form complete sentences. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred, as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates. Where devices, or items, or parts thereof are referred to in the singular, it is intended that such reference shall apply to as many such devices, items or parts as are required to properly complete the Work.

2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.
 - a. The words “shall”, “shall be”, or “shall comply with”, depending on the context, are implied where a colon (:) is used within a sentence or phrase.
3. Abbreviations and Acronyms for Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale Research’s “Encyclopedia of Associations” or in Columbia Books’ “National Trade & Professional Associations of the U.S.”.

A. Terms

1. Directed: Terms such as “directed”, “requested”, “authorized”, “selected”, “approved”, “required”, and “permitted” mean directed by Department, requested by Department, and similar phrases.
2. Indicated: The term “indicated” refers to graphic representations, notes, or schedules on drawings or to other paragraphs or schedules in specifications and similar requirements in the Contract Documents. Terms such as “shown”, “noted”, “scheduled”, and “specified” are used to help the user locate the reference.
3. Furnish: The term “furnish” means to supply and deliver to project site, ready for unloading, unpacking, assembly, and similar operations.
4. Install: The term “install” describes operations at project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
5. Provide: The terms “provide” or “provides” means to furnish and install, complete and ready for the intended use.
6. Installer: An installer is the Contractor, or another entity engaged by Contractor as an employee, Subcontractor, or Sub-Subcontractor, to perform

a particular construction operation, including installation, erection, application, and similar operations.

7. Submit: Terms such as "submit", "furnish", "provide", and "prepare" and similar phrases in the context of a submittal, means to submit to the Department.
8. Working Day: The terms "working day" and "working days" mean a calendar day during which construction operations commence.
9. Non-Working Day: The terms "non-working day" and "non-working days" mean a calendar day during which construction operations do not commence. These days are typically Saturdays, Sundays, and holidays, but the Contractor may work on these days per the Department.
10. Consecutive Working Days: The term "consecutive working days" refers to a series of working days. There are no non-working days allowed within the series duration.

B. Industry Standards

1. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
2. Publication Dates: Comply with standards in effect as of date of the Contract Documents, unless otherwise indicated.
3. Conflicting Requirements: If compliance with 2 or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Department for a decision before proceeding.

1.03 WORK SEQUENCE

- A. The Work will be conducted in one construction phase.
- B. On-site construction schedule shall be coordinated with the Department and its consultants.
- C. To minimize the on-site construction activities, the contractor must not start work until all materials are on the Island of O'ahu and construction activities are coordinated with the Department and its consultants. Any work performed prior to the arrival of all materials shall require prior written authorization from the Department.

- D. Contractor must facilitate secured facility's requirements to move and/or relocate inmates as required to accommodate safety during the construction activities are coordinated with the Department.

1.04 USE OF PREMISES AND WORK RESTRICTIONS

- A. General: Contractor shall have full use of construction zone for construction operations, including use of project site, during construction period. Contractor's use of premises is limited only by State's right to perform work or to retain other Contractors on portions of the project site.

- B. Contractor's use of premises is restricted as follows:

- 1. Site Access and Parking:

- a. Parking: Parking for the Contractor's employees (or Subcontractors) will be limited to the available areas within the designated Department Limits or in areas designated by the Department. Do not use parking stalls in regularly designated parking zones within the Facility grounds. Unauthorized vehicles parked in marked stalls and in any area outside of the designated project construction site will be subject to towing at the Contractor's expense.

- b. Maintain access to the Loading area through Project Contract Limits.

- 3. Sanitation:

- a. Refer to SECTION 01500 – TEMPORARY FACILITIES AND CONTROLS.

- 4. Noise and Dust Control:

- a. In adjacent locations surrounding the project site, noise, dust and other disrupting activities, resulting from construction operations, are detrimental to the conduct of the Facility activities. Therefore, Contractor shall monitor its construction activities. Exercise precaution when using equipment and machinery to keep the noise and dust levels to a minimum.

- b. To reduce loud disruptive noise levels, ensure mufflers and other devices are provided on equipment, internal combustion engines and compressors.

- c. Schedule construction activities that create excessive noise and dust problems, such as concrete coring, drilling, hammering, trenching, and demolition, for the weekends, holidays or non-business hours. Overtime costs for the Contractor's employees and work force are the Contractor's responsibility.

- d. The Department and its consultants will require any construction activity that produces excessive noise and dust to be performed during non-

business hours. The Department and its consultants shall make the final determination. Overtime costs for the Contractor's employees and work force are the Contractor's responsibility.

5. Other Conditions:

- a. Arrange for construction debris and trash to be removed from project site weekly.
- b. Operate machinery and equipment with discretion and with minimum interference to driveways and walkways. Do not leave machinery and equipment unattended on roads and driveways.
- c. Store materials in the areas as designated by the Department. Locate construction equipment, machinery, equipment, and supplies within the Project Contract Limits.
- d. Keep access roads to the project site free of dirt and debris. Provide, erect and maintain lights, barriers, signs, etc. when working on facility roads, driveways and walkways to protect pedestrians and moped/bicycle riders. Obey facility traffic and safety regulations.
- e. All smoking and vaping activities within construction limits on the construction site, indoor or outdoor, are prohibited. Violations will be considered a contractual noncompliance by the general contractor.

6. Working Hours:

- a. The regular working hours for this project are to be determined per the Department.
- b. The Contractor may be given approval to work beyond the regular hours including Saturdays, Sundays, State Holidays, night work, or after hours upon written request to and written approval from the Department.

- B. Prohibition of Tobacco Products in Correctional Facilities and Centers: Comply with the prohibition on introduction, possession and use of all tobacco products in Correctional Facilities and Centers.

1.05 MISCELLANEOUS PROVISIONS

- A. Historical Archaeological Artifacts: All items having any apparent historical or archaeological interest discovered in the course of construction activities shall be carefully preserved. Should historic remains such as artifacts, burials, concentrations of shell or charcoal be encountered during the construction activities, work shall cease immediately in the adjacent vicinity of the find and the applicable site shall be protected from further damage. The Contractor shall immediately contact the Department and the State Historic Preservation Division (SHPD) DLNR at (808) 692-8015. SHPD will assess the significance of the find and recommend an appropriate mitigation measure if necessary.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01222 – SECURITY FOR WORK INSIDE SECURED AREA

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. The following information sets forth the rules and regulations governing work and personal conduct for construction contractors, supervisors, and their employees while at the Women’s Community Correctional Center.
- B. By submitting a bid, Contractor agrees to strictly adhere to these requirements whenever applicable.
- C. This Section does not apply to work outside the “Facility Secured Area” once it is established, or exterior site work.

1.02 EMPLOYEE SCREENING

- A. Screening process will be completed for all construction personnel proposed for assignment at the Women’s Community Correctional Center prior to the actual start of their employment. For each prospective employee, the contractor will provide the Department of Corrections and Rehabilitation with the State forms from DCR.
- B. All contractors and their employees will inform the Department of Corrections and Rehabilitation of any family members or friends known or believed to be incarcerated at the Women’s Community Correctional Center.
- C. See attached documents for security access to the facility. All contractors, subcontractors, and other personnel shall complete the Vendor/Special/Group Visit Background Check Application and email the application directly to the WCCC Institutional Facility Superintendent, Chasity K. Kalawe, at Chasity.kalawe@hawaii.gov. Include the Project name in the subject heading. Application shall be sent at least seven (7) calendar days prior to any visits. Submit one application per person. Applicants will receive an email notification upon completion of the background check.
 - 1. Security Rules for Contractors Entering Hawaii PSD Correctional Facilities
 - 2. Notice of Consent to Search
 - 3. Vendor/Special/Group Visit Background Check Application

1.03 EMERGENCIES

- A. In the event of any emergency, including an inmate disturbance or escape, contractors and construction staff shall take the following actions:

REPORT THE EMERGENCY TO THE NEAREST DEPARTMENT OF CORRECTIONS AND REHABILITATION EMPLOYEE.

FOLLOW INSTRUCTIONS OF DEPARTMENT OF CORRECTIONS AND REHABILITATION FACILITY STAFF.

Instructions will be given to ensure your safety and the effective evacuation of all non-custody staff.

SEEK HELP FROM UNIFORMED CORRECTIONAL STAFF.

AVOID DIRECT INVOLVEMENT IN INMATE DISTURBANCE AND REMOVE SELF FROM DANGER, IF POSSIBLE.

IF IN CONTROL OF A ROOM, DOOR, OR GATE, SECURE IT. DO NOT PERMIT ACCESS OR EGRESS OF ANY INMATE.

IF A HOSTAGE IS TAKEN BY INMATES AND USED IN AN ESCAPE ATTEMPT, ORDERS GIVEN UNDER DURESS BY A HOSTAGE, REGARDLESS OF RANK, ARE INVALID.

IN THE EVENT OF A FIRE OR IMMINENT DANGER FROM HAZARDOUS MATERIALS, WARN OTHERS IN THE IMMEDIATE AREA AND REPORT THE EMERGENCY TO THE NEAREST DEPARTMENT OF CORRECTIONS AND REHABILITATION FACILITY UNIFORMED STAFF IMMEDIATELY.

IN THE EVENT OF A MEDICAL EMERGENCY, GIVE FIRST AID, IF POSSIBLE, AND NOTIFY THE NEAREST DEPARTMENT OF CORRECTIONS AND REHABILITATION FACILITY EMPLOYEE.

1.04 SEARCHES AND CONTRABAND

- A. Requirements for Visits to Facility; Department of Corrections and Rehabilitation Directive, Contractor, Vendor, and/or Facility Visitor Search, any persons entering Women's Community Correctional Center are subject to search. All boxes, books, purses, packages, briefcases, and other items may be inspected before being permitted to the Women's Community Correctional Center.
- B. The introduction of contraband into Women's Community Correctional Center is punishable under the law, and violators will be prosecuted. Contraband is defined as any item which is not specifically authorized. In general, it is something that may affect the custody, security, control, discipline, safety, sanitation or morale and attitude of the inmates. Examples of contraband include: narcotics, drugs, unauthorized medication, alcohol, cigarettes, weapons, cash money in excessive amounts, explosives, and tools. Any construction worker found in possession of contraband will be subject to the procedures described by Department and Corrections and Rehabilitation, Contractor, Vendor, and/or Facility Visitor Search.

- C. The use of cameras or recording equipment is allowed only under special circumstances and requires prior Maintenance and Supply Sergeant's approval. Photographing of inmates is prohibited.

1.05 TOOLS

- A. Inmates may attempt to steal unattended or carelessly placed tools and utilize them as weapons or tools to facilitate an escape. Workers will monitor and keep track of all tools and immediately report missing tools to the Women's Community Correctional Center staff.
- B. When not in actual use by a worker, under the direct control and supervision of contractor personnel, small power tools (drills, routers, sanders, saws, etc.) will be locked in a steel tool locker or cabinet. The cabinet and locking system will be approved by the Security Staff.
- C. Hand tools will be used and stored under the same conditions as outlined above for small power tools. In addition, hand tools will be removed from the facility daily.
- D. All tools that enter the facility perimeter **MUST** be accounted for when exiting the facility. This check will occur every time the facility is entered or exited. When working in the secured area a list of tools will be submitted and the list will be checked against the tools carried in. Any discrepancies upon entry will be noted on the list by a staff member as designated by the Maintenance and Supply Unit. Upon exit the same list must be submitted to an authorized corrections officer who will again check the list against the tools.
- E. Powder-actuated tools will be prohibited at the Women's Community Correctional Center without prior authorization by the Security Staff. A new authorization must be secured each time powder-actuated tools are to be used at the Women's Community Correctional Center. Cartridges for powder-actuated tools must be meticulously monitored and accounted for. Neither the tools nor the cartridges may be left at the work site unattended or overnight.
- F. All tools, chains and ropes must be secured in a locked storage bin at the end of the workday. Tools left unsecured will be confiscated by facility staff. All ladders will be secured in the locked tool storage bins or locked with chains and padlocks at the end of each workday, or they will become property of the Department of Corrections and Rehabilitation.

1.06 USE OF RADIOS

- A. Contractors and construction personnel are authorized to use construction radios as necessary as long as it does not interrupt the Women's Community Correctional Center frequencies, especially in terms of emergency response. Contractors/construction personnel shall notify the Security staff if they will be using radios and what frequency the radios are stationed on. The use of facility radios and/or frequencies for construction purposes is not authorized. Contractors/construction personnel are cautioned not to use their radios during

an institution emergency, especially in terms of a bomb threat. During a facility emergency, contractors/construction personnel shall turn their radios off and exit the facility as directed. During said emergency the general contractor shall ensure all radios are accounted for and report this information to the Security Staff or the Shift Commander.

1.07 IDENTIFICATION BADGES/ORIENTATION

- A. Women's Community Correctional Center will issue all contractors and construction personnel identification badges. These badges will be issued to the contractors or construction personnel by the Security Staff.

1.08 ASSOCIATION WITH INMATES

- A. Workers may be working in the vicinity of inmates but should not associate with inmates or their families. Favors to inmates are strictly prohibited. Any attempt by an inmate to secure a favor should be reported to the Security staff.

1.09 MISCELLANEOUS

- A. When problems or conflicts arise, contractors and construction workers are encouraged to communicate with the Security staff, then the Shift Commander or facility Major. Employee clearances, permission for unusual or unscheduled work hours, and needs for heavy equipment or dangerous or hazardous construction materials must be pre-authorized through the Maintenance and Supply Unit.
- B. When in doubt about any security issue, workers will ask correctional staff for assistance.
- C. Construction employees will report all safety or law violations to Department of Corrections and Rehabilitation staff.
- D. Any major security/operational problems that occur which are not specifically covered in this document will be resolved within the Women's Community Correctional Center chain of command in coordination with the Department prior to proceeding further with construction in the area(s) affected.
- E. The Women's Community Correctional Center is a smoke-free environment. Smoking will not be permitted in any of the buildings. Smoking is permitted outside in designated spaces only.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECURITY RULES FOR CONTRACTORS ENTERING HAWAII PSD
CORRECTIONAL FACILITIES

1. These rules are applicable to all employees of the contractor, its sub-contractors, vendors, and consultants, and anyone else requiring entry to a facility due to a contract, or agreement to perform work.
2. Prior to entering the facility, a background check shall be conducted on all persons seeking to enter the facility.
 - a. PSD 8320, Visitor Background Check Application, shall be filled out and submitted for all persons seeking to enter the facility.
 - b. PSD 8252, Notice of Consent for Search, shall be completed and signed by each person seeking to enter the facility.
 - c. By completing and signing PSD 8320, each person acknowledges receiving notice of contraband laws.
 - d. By completing and signing PSD 8320, each person acknowledges that he/she will be subject to a search of his/her person, vehicle and belongings.
 - e. At the time of submitting PSD 8320, all persons shall disclose any family, relatives and/or friends who may be incarcerated at the facility.
 - f. If an employee has been arrested, charged with a felony, misdemeanor, or petty misdemeanor, convicted of a felony, misdemeanor, or petty misdemeanor, under the issuance of a protective order or stay away order, and/or previously incarcerated here or on the mainland, this shall be disclosed at the time of submitting PSD 8320.
 - 1) Should there be a change in any employee's status (arrest, protective order), this change shall be reported within 24 hours of the first working day following the incident, to the Warden or Chief of Security.
3. Prior to initial entry onto the facility, all persons must receive approval to enter the facility.
 - a. Approval shall be given after completion of the background check.
 - b. An appointment shall be made for the initial entry into the facility.
 - c. Contractor shall coordinate entry and exit times of the contractor's employees, with the security staff in order to minimize any impact on correctional operations.
 - 1) All work schedules shall be approved by the Warden.
 - 2) Any changes to the work schedule shall be submitted 24 hours prior to the change for approval by the Warden.

- 3) All contractor's employees shall clear security prior to entering and exiting the facility.
 - d. All employees approved for entry into the facility shall undergo training which addresses the following:
 - 1) Procedures for entering and exiting the facility;
 - 2) Safety rules;
 - 3) What to do in emergency situations;
 - 4) Communication while in a facility;
 - 5) Dress Code;
 - 6) Facility specific security issues;
 - 7) Prison Rape Elimination Act (PREA); and
 - 8) Any other training specified by the facility Warden.
 - e. Only employees who have undergone a background check, training, and received approval from the Warden of the facility, shall be allowed in.
4. Entering the facility.
- a. All persons entering the facility must provide a valid identification, and wear their company ID on their shirts, or a company logo shirt while in the facility.
 - 1) Shirt color restrictions may be applicable, so as not to conflict with inmate uniform colors.
 - b. All persons entering the facility are subject to a search of their person, vehicle and/or belongs. You may refuse a search, but you will not be allowed to enter the facility.
 - c. Electronics are not allowed into the facility (laptops, tablets, cell phones, cameras, walkie talkies, video and audio recording equipment, etc.). If an electronic equipment is required for the work to be performed in the facility, approval must be obtained from the Warden.
 - d. No weapons of any type (guns, knives, telescoping batons, etc.), are allowed in the facility.
 - e. Tobacco, tobacco products, e-cigarettes, and other smoking paraphernalia are not allowed in the facility.
 - f. Alcohol, drugs, and/or narcotics are not allowed in the facility.

- g. Jewelry (wedding rings, watches, single religious medallion) may be permitted in the facility upon approval by the Warden. Earrings are to be removed prior to entering the facility.

5. Other Restrictions and Requirements.

- a. All tools must be listed on the contractor's inventory list, and verified upon entering and exiting the facility. No tools are to be left overnight in the facility.
- b. All work trucks and all equipment contained in them, shall be kept secure while employees are in the facility. Contractor parking shall be designated by Security.
- c. Contractor and employees shall not stray from their work site.
- d. In the event of an emergency, contractor and employees shall follow all orders and directions given by the security staff.
- e. The contractor shall provide a Point of Contact and a 24 hour phone number.
- f. The contractor and employees shall not communicate with inmates without prior approval from security staff, and shall report any unauthorized contact made by an inmate. Contractor and employees are not to pass any items to inmates.
- g. There shall be no fraternization with inmates.
- h. All communication within the facility shall be in English.
- i. No photographs shall be taken without prior written authorization from the Warden.
- j. Any suspicious activity observed shall be reported immediately to the security staff.

Additional restrictions may be applied by each facility, based on each facility's needs and security.

Violation of any of the rules and requirements shall result in the individual being banned from entering the correctional facility.

STATE OF HAWAII
DEPARTMENT OF CORRECTIONS AND REHABILITATION

NOTICE OF CONSENT TO SEARCH

Please read the following carefully:

THE LAW

Constitutional Law holds that all persons have a right to be free of unreasonable searches and seizures. An unreasonable search invades a reasonable expectation of privacy. Where an individual does not have a reasonable expectation of privacy, a search is lawful. For the most part, searches for individuals and their property within penal institutions do not violate a reasonable expectation of privacy provided such searches are prudently carried out, and safeguards against such abuse of such practices are governed by facility policy and procedures.
(Auth: HRS 353-3; Imp: HRS 351)

NOTICE

Every visitor of a correctional institution (including those authorized to perform work or private services, either through contract or volunteer), and every employee are subject to search of their person, including strip search, and of their vehicle, locker or other personal property at anytime with reasonable cause. Employment at and/or access to any facility may be denied or terminated if you refuse to sign this Notice of Consent to Search Form.

CONSENT

I have read or have had the above statement read to me, and fully understand its contents and agree to submit to a reasonable search of my person, including strip search, my vehicle, and any property upon entering any correctional facility.

Print Name of Visitor	Signature of Visitor	Date

Company/Organization Name

.....
Official Use Only

Rcvd-Witness By: STAFF

Date

**VENDOR/SPECIAL/GROUP VISIT BACKGROUND CHECK APPLICATION
(UNRELATED TO AN INMATE VISITOR LIST)**

for the following individuals as part of a group visit/tour/inspection. By signing below the individual acknowledges that they have read and understand the "Laws and Regulations" described below and agree to abide by them.

				APPROVED
1.	_____ Name	_____ DOB	_____ SS	_____ Signature Y / N
2.	_____ Name	_____ DOB	_____ SS	_____ Signature Y / N
3.	_____ Name	_____ DOB	_____ SS	_____ Signature Y / N
4.	_____ Name	_____ DOB	_____ SS	_____ Signature Y / N
5.	_____ Name	_____ DOB	_____ SS	_____ Signature Y / N

A. A person commits the offense of promoting prison contraband in the first degree if he/she intentionally conveys a dangerous instrument or drug to any person confined in a correctional or detention facility; or being a person confined in a correctional or detention facility, he intentionally makes, obtains, or possesses a dangerous instrument or drug.

Promoting Prison Contraband in the First Degree is a class B felony. A person who has been convicted of a class B felony may be sentenced to ten (10) years imprisonment and a \$10,000 fine (See, *HRS* § 710-1022).

“Contraband” mean any article or thing which a person, confined in a correctional or detention facility, is prohibited from obtaining or possessing by statute, rules, regulation, or order. Any article or thing not specifically authorized by the Warden or guidelines is contraband.

C. Every visitor upon authorized entry into a correctional facility or its grounds will be subject to a search of his or her person, vehicle, or any item in his/her possession (See, *HAR* § 23-100-6).

DCR 8320 (01/2024)

SECTION 01310 – PROJECT MANAGEMENT AND COORDINATION

PART 1 – GENERAL

1.01 SUMMARY

- A. This Section includes administrative provisions for coordinating construction operations on the Project including, but not limited to, the following:
 - 1. General project coordination procedures.
 - 2. Project meetings.

1.02 PERFORMANCE AND COORDINATION

- A. Contractor is in charge of the Work within the Project Contract Limits, and must direct and schedule the Work. Include general supervision, management, and control of the Work of this project, in addition to other areas more specifically noted throughout the Specifications. Final responsibility for performance, interface, and completion of the Work and the Project is the Contractor's.
- B. The Contractor is responsible for jobsite administration. Provide a competent superintendent on the job and provide an adequate staff to execute the Work. In addition, all workers must dress appropriately and conduct themselves properly at all times. Loud abusive behavior, sexual harassment and misconduct will not be tolerated. Workers found in violation of the above must be removed from the job site as directed by the Department.
- C. The State will hold the Contractor liable for all the acts of Subcontractors and will deal only with the Prime Contractor in matters pertaining to other trades employed on the job.
- D. Coordination: Provide project interface and coordination to properly and accurately bring together the parts, components, systems, and assemblies as required to complete the Work pursuant to the GENERAL CONDITIONS.
 - 1. Provide interface and coordination of all trades, crafts and subcontracts. Ensure and make correct and accurate connections of abutting, adjoining, overlapping, and related work. Provide accessories, appurtenances, and incidental items needed to complete the Work, fully, and correctly in accordance with the Contract Documents.
 - 2. Provide excavation, backfilling and trenching.
 - 3. Coordination: Coordinate construction operations included in various Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections, that depend on each other for proper operation.

1.03 COOPERATION WITH OTHER CONTRACTORS

- A. The State reserves the right at any time to contract for or otherwise perform other or additional work within the Project Contract Limits. The Contractor of this project must, to the extent ordered by the Department, conduct its work so as not to interfere with or hinder the progress or completion of the work performed by the State or other Contractors.

1.04 COORDINATION WITH OTHER PRIME CONTRACTORS

- A. Multiple prime Contractors performing work under separate agreements with the State may be present near the project location, adjacent to and abutting the Project Contract Limits. This Contractor must coordinate activities, sequence of work, protective barriers and any and all areas of work interfacing with other Prime Contractor's work. Contractor must provide a continuity of finishes, walks, landscape, etc. at abutting Contract Limits so no additional work will be required. Any damage to other Prime Contractor's Work committed by this Contractor (or its Subcontractor) must be repaired promptly at no additional cost to the State.
- B. Coordinate Subcontractors and keep them informed of any work from the other Projects that may affect the site or the Subcontractor's work. If the Contractor has any questions regarding its coordination responsibilities or needs clarification as to the impact in scheduling of its work and the work of other projects, this Contractor must notify the Department in writing.
- C. Subject to approval by the Department, this Contractor must amend and schedule its work and operations to minimize disruptions to the work and operations of other projects.
 - 1. Relocate or remove and replace temporary barriers, fencing supports or bracing to allow work by others to proceed unimpeded. Do not remove required barriers supporting work until specified time or as approved by the Department. This does not relieve the Contractor of the responsibility of proper coordination of the work. If directed by the Department, leave in place any temporary barriers.
 - 2. Coordinate work that abuts or overlaps work of the other projects with the Department and other Prime Contractors to mutual agreement so that work is 100 percent complete with continuity of all materials, systems and finishes.
 - 3. When directed by the Department, provide access into the construction zone to allow the other project's Contractor(s) to perform their Work and work that must be interfaced.
 - 4. Contractor must adjust and coordinate its Work and operations as required by the other projects as part of the Work of this contract without additional cost or delay to the State.
 - 5. When directed by the Department provide a combined Contractor's construction schedule.

- D. Other Contracts: If known, they are listed in SECTION 01100 – PROJECT REQUIREMENTS.

1.05 SUBMITTALS

- A. Photo Documentation: Prior to the start of jobsite work, the Contractor must photo document the existing conditions at the site and file with the Department one complete set of documents.
- B. Combined Contractor's Construction Schedule: Provide schedule as determined by the Department for coordination with other prime Contractors.

1.06 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences as directed by the Department.
 - 1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify the Department of scheduled meeting dates and times.
 - 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 - 3. Minutes: Contractor record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including the Department, within seven (7) days of the meeting.
- B. Preconstruction Conference: The Department will schedule a preconstruction conference before the start of construction, at a time convenient to the Department, but no later than 7 days before the Project start date or jobsite start date whichever is later. Conference will be held at the Project site or another convenient location. The Department will conduct the meeting to review responsibilities and personnel assignments.
 - 1. Attendees: The Department and design consultants; Facility Users; Contractor and its superintendent; major Subcontractors; manufacturers; suppliers; and other concerned parties must attend the conference. All participants at the conference must be familiar with the Project and authorized to conclude matters relating to the Work.
 - 2. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Tentative construction schedule.
 - b. Critical work sequencing and coordination.
 - c. Designation of responsible personnel.

- d. Use of the premises.
 - e. Responsibility for temporary facilities and controls.
 - f. Parking availability.
 - g. Office, work, and storage areas.
 - h. Equipment deliveries and priorities.
 - i. First aid.
 - j. Security.
 - k. Progress cleaning.
 - l. Working hours.
 - m. Progress meetings.
- C. Progress Meetings: Conduct progress meetings at monthly or other intervals as determined by the Department. Coordinate dates of meetings with preparation of payment requests.
- 1. Attendees: In addition to the Department and Design Consultant, each Contractor, Subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities must be represented at these meetings. All participants at the meeting must be familiar with Project and authorized to conclude matters relating to the Work.
 - 2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - b. Review present and future needs of each entity present, including the following:
 - 1) Outstanding Requests for information (clarification).
 - 2) Interface requirements.
 - 3) Sequence of operations.

- 4) Status of outstanding submittals.
 - 5) Deliveries.
 - 6) Off-site fabrication.
 - 7) Access.
 - 8) Site utilization.
 - 9) Temporary facilities and controls.
 - 10) Work hours.
 - 11) Hazards and risks.
 - 12) Progress cleaning.
 - 13) Quality and work standards.
 - 14) Force Account work.
 - 15) Change Orders and Change Proposals.
 - 16) Documentation of information for payment requests.
- c. Corrective Action Plan: Contractor must provide a plan of corrective action for any item which is delayed or expected to be delayed, then that item impacts the contractual dates.
3. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present. Include a brief summary, in narrative form, of progress since the previous meeting and report.
- a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01320 – CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 – GENERAL

1.01 SUMMARY

- A. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
 - 1. Contractor's Construction Schedule.
 - 2. Submittals Schedule.
 - 3. Schedule of Prices.
 - 4. Payment Application.
- B. Related Sections include the following:
 - 1. SECTION 01310 – PROJECT MANAGEMENT AND COORDINATION for preparing a combined Contractor's Construction Schedule.
 - 2. SECTION 01330 – SUBMITTAL PROCEDURES for submitting schedules and reports.

1.02 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
 - 1. Critical activities are activities on the critical path and control the total length of the project. They must start and finish on the planned early start and finish times.
 - 2. Predecessor activity is an activity that must be completed before a given activity can be started.
- B. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of project.
- C. Critical Path: The longest continuous chain of activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- D. Event: The starting or ending point of an activity.
- E. Float: The measure of leeway in starting and completing an activity.

1. Float time is not for the exclusive use or benefit of either the Department or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
 2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the following activity.
 3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.
- F. Schedule of Prices: A statement furnished by Contractor allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Payment Applications.

1.03 SUBMITTALS

- A. Required Submittals: Submit eight (8) sets of the list of the required submittals, by Specification Section, within 15 days after award of the contract or upon earlier written instructions from the Department. Contractor may submit one electronic submittal in lieu of eight (8) sets of hard copy submittals.
1. The listing must indicate and include the following:
 - a. The number of copies required for submittal.
 - b. Planned submittal date.
 - c. Approval date required by the Contractor.
 - d. A space where the "date of submittal" can be inserted.
 - e. A space where the "date of approval" can be inserted.
 - f. A space where an "action code" can be inserted.
- B. Construction Schedule: Submit seven (7) sets of the Construction Schedule for review within 15 days after the award of the contract or upon earlier written instructions from the Department. Contractor may submit one electronic Construction Schedule in lieu of seven (7) sets of hard copy Construction Schedules.
- C. Schedule of Prices: Submit three (3) sets of the Schedule of Prices integrated with the Construction Schedule for review within 15 days after the award of the contract or upon earlier written instructions from the Department. Contractor may submit one electronic Schedule of Prices in lieu of three (3) sets of hard copy Schedule of Prices.
1. Use the Hawaii Department of Public Works (DPW) Form 60 for Payment Applications or submit proposed form to the Department for approval.

- D. Payment Application: Submit the payment application at earliest possible date and no sooner than the last day of the month after all payroll affidavits, updated submittal registers, and schedules have been submitted.
- E. Templates: For all forms, submit proposed template to the Department for approval or use applicable form from the Department of Accounting & General Services Public Works Division Construction Administration Forms website: <https://publicworks.hawaii.gov/construction-management-branch/construction-administration-forms/>.

1.04 COORDINATION

- A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate Contractors.
- B. Construction Schedule: Coordinate Contractor's Construction Schedule with the Schedule of Prices, Submittals Schedule, loaded monthly event activity, and other required schedules and reports.
 - 1. Secure time commitments for performing critical elements of the Work from parties involved.
 - 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.
- C. Schedule of Prices: Coordinate preparation of the schedule with preparation of Contractor's Construction Schedule.
 - 1. Correlate line items in the Schedule of Prices with other required administrative forms and schedules, including the following:
 - a. The Department's Payment Application form and the Construction Progress Report continuation sheet for the event cost estimate per time period.
 - b. Submittals Schedule.

PART 2 – PRODUCTS

2.01 SUBMITTALS SCHEDULE

- A. Comply with SECTION 01330 – SUBMITTAL PROCEDURES and the GENERAL CONDITIONS "SHOP DRAWINGS AND OTHER SUBMITTALS" Article. Furnish required submittals specified in this Section and in the Technical Sections. Submittals include one or more of the following: shop drawings, color samples, material samples, technical data, material safety data information, schedules of materials, schedules of operations, guarantees, certifications, operating and maintenance manuals, and field posted as-built drawings.

B. Preparation: Furnish a schedule of submittals per the Department.

1. Coordinate Submittals Schedule with list of subcontracts, the Schedule of Prices, and Contractor's Construction Schedule.
2. The schedule must accommodate a minimum of 21 calendar days for the State's review, as applicable for the Island where the project is located.
3. Prepare and submit an updated list to the Department at monthly intervals or as directed by the Department. The listing must reflect all approvals received since the last update.

2.02 CONTRACTOR'S CONSTRUCTION SCHEDULE – PER CHART CRITICAL PATH METHOD (CPM)

A. The construction schedule must address the entire project, to the extent required by the Contract Documents, and must show an expedient and practical execution of work. If requested by the Department, the Contractor must participate in a preliminary meeting to discuss the proposed schedule and requirements prior to submitting the schedule.

B. The Construction Schedule must indicate the following:

1. Elements of the Project in detail time scaled by month or by week, and a project summary.
2. The order and interdependence of activities and the sequence in which the work is to be accomplished.
3. How the start of a given activity is dependent upon the completion of preceding activities and how its completion restricts the start of following activities.
4. The submittal and approval of shop drawings, samples, procurement of critical materials and equipment, receipt of materials with estimated costs of major items for which payment will be requested in advance of installation, fabrication of special materials and equipment, and their installation and testing.
5. Activities of the State that have an effect on the progress schedule, such as the required delivery dates for State furnished materials and equipment and other similar items.
6. Provide a separate report with the following:
 - a. The description of the activity.
 - b. The duration of time in calendar days.
 - c. For each activity indicate the early start date.

- d. For each activity indicate the early finish date.
 - e. For each activity indicate the late start date.
 - f. For each activity indicate the late finish date.
 - g. Total float time.
 - h. Cost of event.
 - i. Contract-required dates for completion of all or parts of the Work.
 - j. Events are to be used on "Monthly Progress Report" for monthly payment request.
- C. Upon completion of the Department's review, the Contractor must amend the schedule to reflect the comments. If necessary, the Contractor must participate in a meeting with the Department to discuss the proposed schedule and changes required. Submit the revised schedule for review within 7 calendar days after receipt of the comments.
- D. Use the reviewed schedule for planning, organizing and directing the work, for reporting progress, and for requesting payment for the work completed. Unless providing an update, do not make changes to the reviewed schedule without the Department's approval.
- F. Should changes to the schedule be desired, submit a request in writing to the Department and indicate the reasons for the proposed change. If the changes are major, the Department may require the Contractor to revise and resubmit the schedule at no additional cost to the State. Contractor must mitigate the impact of all changes by readjusting the sequence of activities, duration of time, or resources utilizing available float.
- 1. A change is major if, in the opinion of the Department, the change affects the substantial completion date or other contractual and milestone dates.
 - 2. Minor changes are those that only affect activities with adequate float time.
- F. Once the schedule is reviewed by the Department, the Contractor must submit six (6) hard copy sets, or one electronic copy, of the revised schedule within 14 calendar days.
- G. Throughout the duration of the project, the Department may require more detailed breakdowns of activities, logic, and schedule submittals from the Contractor.
- H. Updated Schedules: Submit at monthly intervals or as directed by the Department. The schedule must reflect all changes occurring since the last update including the following:

1. Activities started and completed during the previous period.
 2. The estimated duration to complete each activity that was started but not completed.
 3. Percentage of cost payable for each activity.
 4. Modifications and pending proposed changes.
 5. Narrative report describing current and anticipated problem areas or delaying factors with their impact together with an explanation of corrective actions taken or proposed.
- I. Failure on the part of the Contractor to submit updated schedules may be grounds for the Department to withhold progress payments for items noted on the schedule.
- J. Contractor must prosecute the work according to the CPM Schedule. The Department must rely on the reviewed Contractor's CPM Schedule and regular updates for planning and coordination. The Department's review of the Contractor's CPM Construction Schedule does not relieve the Contractor of its obligation to complete the work within the allotted contract time. Nor does the review grant, reject or in any other way act on the Contractor's request for adjustments to complete remaining contract work, or for claims of additional compensation. These requests must be processed in accordance with other relevant provisions of the contract.
- K. If the Department issues a field order or change order or other directive that affects the sequence or duration of work activities noted on the construction progress schedule, the Contractor must promptly update the schedule. To accomplish this update, add, delete or revise the work activities noted or change the logic in the schedule to show the Contractor's plan to incorporate the change into the flow of work. All change orders and time extension requests that affect the construction schedule must be evaluated based on their impact on the approved Construction Schedule.
- L. If the current work is behind schedule or projected to be behind schedule, such as negative float on a critical activity or inability to meet the Contract Completion Date, the Department may require the Contractor, at the Contractor's cost, to take remedial measures to get the project back on schedule. This may require increasing the work force, working overtime and weekends, air freighting materials, or other similar actions.
- M. If at any time the Department determines that any critical activity has fallen behind the CPM schedule by 15 calendar days or more, the Contractor must submit a remedial plan to recapture the lost scheduled time. Include a revised schedule. Furnish the remedial plan no later than 7 calendar days from Department's notification.

2.03 SCHEDULE OF PRICES

- A. Furnish a schedule of prices per the Department that complies with GENERAL CONDITIONS ARTICLE 7.2.4 SCHEDULE OF PRICES and SECTION 00700 – GENERAL CONDITIONS.
- B. Provide a breakdown of the Contract Sum in enough detail to facilitate developing and the continued evaluation of Payment Applications. Provide several line items for principal subcontract amounts, or for materials or equipment purchased or fabricated and stored, but not yet installed, where appropriate. Round amounts to nearest whole dollar; total must equal the Contract Price.
- C. Each item in the Schedule of Prices and Payment Application must be complete. Include total cost and proportionate share of general overhead and profit for each item.

2.04 PAYMENT APPLICATION

- A. Use the Schedule of Prices as the Monthly Construction Progress Report. Each Payment Application must be consistent with previous applications and payments. The Department must determine the appropriateness of each payment application item.
- B. Payment Application Times: The date for each progress payment is the last day of each month. The period covered by each Payment Application starts on the first day of the month or following the end of the preceding period and ends on the last day of the month.
- C. Updating: Update the schedule of prices listed in the Payment application when Change Orders or Contract Modifications result in a change in the Contract Price.
 - 1. The Department will request that payment for all Charge Orders and/or Contract Modifications that changes the Contract Price is to be held until project completion to minimize the required Purchase Orders to be processed for the payment.
- D. Provide a separate line item for each part of the Work where Payment Application may include materials or equipment purchased or fabricated and stored, but not yet installed.
- E. Differentiate between items stored on-site and items stored off-site. Include evidence of insurance or bonded warehousing if required.
- F. Provide separate line items for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
- G. Payment Application Forms: Use and submit copies of the Payment Application and Construction Progress forms provided by Department.

- H. Application Preparation: Complete every entry on the form. Execute by a person authorized to sign legal documents on behalf of the Contractor.
1. Entries must match data on the Schedule of Prices and Contractor's Construction Schedule. Use updated schedules if revisions were made. Include amounts of Change Orders and Contract Modifications issued before last day of construction period covered by application.
- I. No payment will be made until the following are submitted each month:
1. Monthly Estimate.
 2. Monthly Progress Report.
 3. Statement of Contract Time.
 4. Updated Submittal Register.
 5. Updated Progress Schedule.
 6. All Daily Reports.
 7. All Payroll Affidavits for work done.
- J. Retainage: The Department will withhold retainage. The Department will retain five percent (5%) of the total amount of progress and/ or partial payments until after completion of the entire contract in an acceptable manner at which time this balance, less any previous payments, will be certified and paid to the Contractor. After fifty percent (50%) of the work is completed, and if progress is satisfactory, the Department at its sole discretion may elect not to withhold further retainage. If progress is not satisfactory, the Department may continue to withhold as retainage sums not exceeding five percent (5%) of the amount earned.
- K. Transmittal: Submit the signed original and 3 copies of each Payment Application for processing.

2.05 CHANGE ORDERS AND CONTRACT MODIFICATIONS

- A. See the GENERAL CONDITIONS ARTICLE 4 – SCOPE OF WORK and SECTION 00700 – GENERAL CONDITIONS for additional information.
- B. The Department and its consultants will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Price or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
- a. Work Change Proposal Requests include, but are not limited to, official Request for Information (RFI) responses and emails from the Department and its consultants.

- b. Work Change Proposal Requests are not instructions either to stop work in progress or to execute the proposed change.
- c. Upon receipt of Proposal Request, submit Change Order Proposal template to the Department for approval within three (3) working days. Otherwise, use the applicable form from the Department of Accounting & General Services Public Works Division Construction Administration Forms website.
- d. Within time specified in Proposal Request or fourteen (14) calendar days, when not otherwise specified, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Price and the Contract Time necessary to execute the change.
 - i. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - ii. Indicate applicable taxes, delivery changes, equipment rental, and amounts of trade discounts.
 - iii. Include costs of labor and supervision directly attributable to the change. Comply with the requirements of Chapter 104 HRS, "Wages and Hours of Employment on Public Works Construction Projects."
 - iv. Each Contractor and Subcontractor involved in the proposed changes shall submit a Change Order Proposal breakdown.
 - v. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- C. The Department will request that payment for all Charge Orders and/or Contract Modifications that changes the Contract Price are to be held until project completion to minimize the required Purchase Orders to be processed for the payment.

2.06 GENERAL CONTRACTOR AND SUBCONTRACTORS DAILY PROGRESS REPORTS

- A. The General Contractor is responsible for submitting the General Contractor and Subcontractor Daily Progress Reports (Daily Reports) for the General Contractor, all subcontractors, and any lower-tier subcontractors.
- B. The form of the Daily Reports must be as directed by the Department and its consultant. A separate report must be made and submitted for the General Contractor (each calendar day) and each subcontractor (each day worked). The report must include the following information for each employer: Name of General Contractor or Subcontractor, Report Number, Contract Day (consecutive calendar day from Notice to Proceed (NTP) Date), Date worked, work location and description, number of workers, trade/labor classification, and work hours. For General Contractor, only the Contract Day is required because the Report Number will be the same number. Photo documentation to be included with Daily Reports as directed by the Department and its consultants. See 01380 – CONSTRUCTION PHOTOGRAPHS.

- C. The Daily Reports must be prepared from the project NTP Date. Daily Reports must continue to be prepared and submitted up to the Project Acceptance Date. After the Project Acceptance Date, Daily Reports will be submitted for days worked only, and continue to date of Contract Completion Notice. Running Contract Day will stop at Project Acceptance Date.
- D. Submit copies of the previous day's reports via email to the Department and its consultants by 10:00 a.m. of the next working day.
- E. Daily Reports can be handwritten in the field. The reports must use the following file naming convention:

CN R# CD# YYMMDD

CN: Company Name of General Contractor or Subcontractor (2 capital letters)

R#: Daily Report number (3 digits, used only by Subcontractor)

CD#: Contract Day (consecutive calendar day from NTP Date, 3 digits)

YYMMDD: Report Date in numerals (year, month, day, 6 digits)

Examples: HS 011 015 170314, for Honolulu Subcontractor, Inc.
HG 015 170314, for Honolulu General Contractor, Inc.

- F. A sample Daily Progress Report Form can be found at the end of this Section.

PART 3 – EXECUTION (NOT USED)

END OF SECTION

STATE OF HAWAII, DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES DIVISION OF PUBLIC WORKS – CONSTRUCTION MANAGEMENT BRANCH DAILY PROGRESS REPORT		REPORT NO.:	001
		CONTRACT DAY:	001
		DATE:	

PROJECT:	WO39 WCCC New Access Road	DCR Job No.:	24-WCCC-0016
Contractor:	Enter General Contractor or Subcontractor Name	State Engineer:	
Certified by:	Enter name of person certifying the report information	State Inspector:	
Weather:		Condition:	

WORK PERFORMED TODAY (by General Contractor or Subcontractor)			
Work location & description	Number (Workers)	Trade/Labor Classification	Hours

Observed defective work:

Observed corrected work:

Materials and equipment delivered today:

Testing done today:

Questions or problems:

Remarks:

SECTION 01330 – SUBMITTAL PROCEDURES

PART 1 – GENERAL

1.01 SUMMARY

- A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other miscellaneous submittals.
- B. Related Sections include the following:
 - 1. SECTION 01320 – CONSTRUCTION PROGRESS DOCUMENTATION for submitting schedules and reports, including Contractor's Construction Schedule and the Submittals Schedule.
 - 2. SECTION 01770 – CLOSEOUT PROCEDURES for submitting warranties, project record documents and operation and maintenance manuals.

1.02 SUBMITTAL PROCEDURES

- A. Coordinate Work and Submittals: Contractor must certify the submittals were reviewed and coordinated.
- B. Submittal Certification: Provide in MS Word when submitting electronically. The Department will provide an electronic copy of the Submittal Certification. Provide a reproduction (or stamp) of the "Submittal Certification" and furnish the required information with all submittals. Include the certification on:
 - 1. The title sheet of each shop drawing, or on
 - 2. The cover sheet of submittals in 8-1/2-inch x 11-inch format, or on
 - 3. One face of a cardstock tag (minimum size 3-inch x 6-inch) tied to each sample. On the sample tag, identify the sample to ensure sample can be matched to the tag if accidentally separated. The opposite face of the tag will be used by the Department to receive, review, log stamp and include comments.
- C. Variances: The Contractor must request approval for a variance. Clearly note any proposed deviations or variances from the Specifications, Drawings, and other Contract Documents on the submittal and also in a separately written letter accompanying the submittal.

D. Submittal Certification Form (stamp or digital)

CONTRACTOR'S NAME: _____
PROJECT: _____
JOB NO: _____

As the General Contractor, we checked this submittal and we certify it is correct, complete, and in compliance with Contract Drawings and Specifications. All affected Contractors and suppliers are aware of, and will integrate this submittal into their own work.

SUBMITTAL NUMBER _____ DATE RECEIVED _____
REVISION NUMBER _____ DATE RECEIVED _____
SPECIFICATION SECTION NUMBER /PARAGRAPH NUMBER _____
DRAWING NUMBER _____
SUBCONTRACTOR'S NAME _____
SUPPLIER'S NAME _____
MANUFACTURER'S NAME _____

NOTE: DEVIATIONS FROM THE CONTRACT DOCUMENTS ARE PROPOSED AS FOLLOWS (Indicate "NONE" if there are no deviations)

CERTIFIED BY	

Note: Form can be combined with Design Consultant's Review stamp. This is available from the Department.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.01 SUBMITTAL REGISTER AND TRANSMITTAL FORM

- A. Contractor must use submittal register and transmittal forms as directed by the Department.
- B. The listing of required submittals within this Section is provided for the Contractor's convenience. Review the specification technical sections and prepare a comprehensive listing of required submittals. Furnish submittals to the Department for review.
- C. Contractor must separate each submittal item by listing all submittals in the following groups with the items in each group sequentially listed by the specification section they come from:
 - 1. Administrative

2. Data
 3. Tests
 4. Closing
- D. Electronic Submittal Format: Electronic submittals may be made at the discretion of the Department. The intent of the electronic Submittal Format is to expedite the construction process; therefore, it is at the discretion of the Department to eliminate the Electronic Format if at any time, the process is not a benefit to the project. Requirements of the Electronic Submittal shall adhere to the format requirements above and to the following:
1. Electronic submittals are to be sent as a single file.
 2. 8-1/2" x 11" and 11" x 17" format submittals are the only allowed Electronic Submittal.
 3. Submittals shall be transmitted with the Submittal Identification in the file names, see following example:

For new submittal:
Submittal 07700 – 1.03B-Roof Product Data

For all resubmittals:
Submittal 07700 – 1.03B.1-Roof Product Data then, as needed:
Submittal 07700 – 1.03B.2-Roof Product Data
then
Submittal 07700 – 1.03B.3-Roof Product Data
in corresponding sequence as required.
 4. Submittals are to be transmitted via email; File Transfer Protocol (FTP) transmissions and share drive transmissions are not acceptable. Attachment file sizes shall not be larger than 6 megabytes (mb). It is the responsibility of the Sender (entity sending the Electronic Submittal) to confirm the receiving entity has received the Electronic Submittal. The Department and its consultant will provide email addresses of persons authorized to receive emailed submittals.
 5. The Electronic Submittal Format process is not intended for the Certification of Compliance, Samples, Guarantee/Warranties and the Maintenance Data and Operating Instructions submittals.
- E. Contractor must separate all different types of data as separate line items all with the column requirements.
- F. Contractor must send monthly updates and reconciled copies electronically to the Department and the Design Consultant in MS Word or MS Excel or other format as accepted by the Department.

Section No. - Title	Shop Drawings & Diagrams	Samples	Certificates (Material, Treatment, Applicator, etc.)	Product Data, Manufacturer' s Technical Literature and Brochures	MSDS Sheets	Calculations	Reports (Testing, Maintenance, Inspection, etc.)	Test Plan	O & M Manual	Equipment or Fixture Listing	Schedules (Project Installation)	Maintenance Service Contract	Field Posted As-Built Drawings	Others	Guaranty or Warranty	Manufacturer' s Guaranty or Warranty (Greater than one year)
01100 – Project Requirements											■			■		
01310 – Project Management and Coordination											■			■		
01320 – Construction Progress Documentation											■			■		
01330 – Submittal Procedures														■		
01380 – Construction Photographs														■		
01500 – Temporary Facilities and Controls							■							■		
01700 – Execution Requirements														■		
01770 – Closeout Procedures	■		■				■						■	■	■	
02300 – Earthwork							■							■		
02370 – Temporary Soil Erosion Control			■	■										■		
02740 – Asphalt Concrete Paving			■	■			■							■		
02820 – Fences and Gates	■		■	■										■	■	

END OF SECTION

SECTION 01380 – CONSTRUCTION PHOTOGRAPHS

PART 1 – GENERAL

1.01 SUMMARY

- A. Work in this section must be performed by the Contractor.
- B. Construction photographs shall be taken at the following times:
 - 1. Prior to beginning any work at the site.
 - 2. Promptly after damage occurs which may result in loss or liability.
 - 3. Each day of onsite work to be included with the daily progress reports, if requested by the Department. See 01320 – CONSTRUCTION PROGRESS DOCUMENTATION.
 - 4. At completion of all construction work.
- C. Each digital photograph must be submitted with titles of the areas on the site plan and a description of the item in the photograph.
- D. Photo Requirements
 - 1. Contractor must take care to not have inmates or staff in these photographs.
 - 2. A minimum 4MB digital photographs must be used.
 - 3. Contractor shall include in the photos all of the existing improvements within 50-feet of the project limits and any other improvements that could be damaged during the course of construction.

1.02 SUBMITTALS

- A. The Contractor must deliver digital files to the Department and its Consultants within seven days of when the photos are taken.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01500 – TEMPORARY FACILITIES AND CONTROLS

PART 1 – GENERAL

1.01 SUMMARY

- A. Requirements for temporary facilities and controls, including utilities, support facilities, and security and protection facilities.
- B. Temporary utilities, include but are not limited to, the following:
 - 1. Sanitary facilities, including toilets.
- C. Support facilities include, but are not limited to, the following:
 - 1. Erosion controls and site drainage.
 - 2. Trash, refuse disposal.
- D. Security and protection facilities and measures include, but are not limited to, the following:
 - 1. Environmental protection.
 - 2. Barricades.
 - 3. Fire protection.
- E. Related Sections: Refer to Divisions 2 through 16 for other temporary requirements including ventilation, humidity requirements and products in those Sections.

1.02 USE CHARGES

- A. General: Cost or use charges for temporary facilities are not chargeable to the State and must be included in the Contract Price. Allow other entities to use temporary services and facilities without cost, including, but not limited to, the following:
 - 1. Other Contractors with agreements with the State working within the contract limits.
 - 2. Occupants of Project.
 - 3. Testing agencies.
 - 4. The Department and personnel of authorities having jurisdiction.

1.03 SUBMITTALS

- A. Temporary Utility Reports: Submit reports of tests, inspections, meter readings, and similar procedures performed on temporary utilities.

- B. Landfill Disposal Receipts: Submit copies of receipts issued by a landfill facility. Include receipts with Contractor Daily Progress Report.

1.04 QUALITY ASSURANCE

- A. Standards: Comply with IBC Chapter 33, "Safeguards During Construction", ANSI A10.6, NECA's "Standard for Installing and Maintaining Temporary Electric Power at Construction Sites", and NFPA 241, "Standard for Safeguarding Construction, Alteration, and Demolition Operations".
 - 1. Trade Jurisdictions: Assigned responsibilities for installation and operation of temporary utilities are not intended to interfere with trade regulation and union jurisdictions.
 - 2. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70, "National Electrical Code".
 - a. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

1.05 PROJECT CONDITIONS

- A. Temporary Utilities: At earliest feasible time, when acceptable to the Department, change over from use of temporary service to use of permanent service.
 - 1. Temporary Use of Permanent Facilities: Installer of each permanent service shall assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before the Department's acceptance, regardless of previously assigned responsibilities.
- B. Conditions of Use: The following conditions apply to use of temporary services and facilities by all parties engaged in the Work:
 - 1. Keep temporary services and facilities clean and neat.
 - 2. Relocate temporary services and facilities as required by progress of the Work.

1.06 PREPARATION AND PROTECTION

- A. Protection of Property: Continually maintain adequate protection of the Work from damage and protect all property, including but not limited to buildings, equipment, furniture, grounds, vegetation, material, utility systems located at and adjoining the job site. Repair, replace or pay the expense to repair damages resulting from Contractor's fault or negligence.
- B. Before starting work to be applied to previously erected constructions, make a thorough and complete investigation of the recipient surfaces and determine their suitability to receive required additional construction and finishes. Make any repair

that is required to properly prepare surfaces and coordinate the Work to provide a suitable surface to receive following Work.

- C. Commencing work by any trade implies acceptance of existing conditions and surfaces as satisfactory for the application of subsequent work, and full responsibility for finished results and assumption of warranty obligations under the Contract.
- D. Protect existing (including interiors) work to prevent damage by vandals or the elements. Provide temporary protection. Use curtains, barricades, or other appropriate methods. Take positive measures to prevent breakage of glass and damage to plastic, aluminum and other finishes.
- E. Repairs and Replacements: Promptly replace and repair damages to the approval of the Department. Additional time required to secure replacements and to make repairs does not justify a time extension.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. General: Provide new materials. Undamaged, previously used materials in serviceable condition may be used if approved by the Department. Provide materials suitable for use intended.
- B. Plastic Enclosure Fence: Industry standard 4-feet high plastic fencing with metal (or wood) post supports at 10-feet on center connected with a top and bottom 12-gauge soft annealed galvanized tie wires securely connected to posts. Posts must be capable of resisting a lateral load of 100 pounds measured at the top of the post.
- C. Gypsum Board: Minimum 1/2-inch thick by 48-inches wide by maximum available lengths; regular type panels with tapered edges complying with ASTM C 36.

2.02 EQUIPMENT

- A. Self-Contained Combination Toilet and Urinal Units: Single occupant units of chemical, aerated recirculation, or combustion type; vented; fully enclosed with a glass fiber reinforced polyester shell or similar nonabsorbent material. One quarter of, or at least one unit(s) shall contain a handwash sink with potable water storage.

PART 3 – EXECUTION

3.01 INSTALLATION, GENERAL

- A. Locate facilities where they will serve the Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required.

- B. Provide each facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.02 TEMPORARY UTILITY INSTALLATION

- A. General: Engage appropriate local utility company to install temporary service or connect to existing service where directed by the Department. Where utility company provides only part of the service, provide the remainder with matching, compatible materials and equipment. Comply with utility company recommendations.
 - 1. Arrange with utility company, the Department, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
 - 2. Provide adequate capacity at each stage of construction. Before temporary utility is available, provide trucked in services.
- B. Sanitary Facilities: Provide temporary toilets and wash facilities. Comply with regulations and health codes for type, number, location, operation, and maintenance of fixtures and facilities.
 - 1. Disposable Supplies: Provide toilet tissue, paper towels, paper cups, and similar disposable materials for each facility. Maintain adequate supply. Provide covered waste containers for disposal of used material.

3.03 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:
 - 1. Locate field offices, storage sheds, sanitary facilities, and other temporary construction and support facilities for easy access or where shown on Contract Drawings or as directed by the Department.
 - 2. Maintain support facilities until near Substantial Completion. Remove before Substantial Completion.
- B. Site Drainage:
 - 1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining property nor endanger permanent Work or temporary facilities.
 - 2. Before connection and operation of permanent drainage piping system, provide temporary drainage where roofing or similar waterproof deck construction is completed.
- C. Trash, Refuse Disposal:
 - 1. Department of Health – Illegal Dumping Notice. See attachment to Part 3 of this section.

- a. This Notice to be printed out on 8.5"x11" paper.
 - b. The Notice to be posted at the job site field office and/or in locations visible to all contractors, subcontractors, suppliers, vendors, etc. throughout the duration of the project.
2. Illegal Dumping of solid waste could subject the Contractor to fines and could lead to felony prosecution in accordance with Chapter 342H, HRS. for more information, see the following web site: <http://www.hawaii.gov/health/environmental/waste/sw/pdf/llldump.pdf>
 3. Provide waste collection containers in sizes adequate to handle waste from construction operations. Containerize and clearly label hazardous, dangerous, or unsanitary waste materials separately from other waste.
 4. Do not burn debris or waste materials on the project site.
 5. Do not bury debris or waste material on the project site unless specifically allowed elsewhere in these specifications as backfill material.
 6. Haul unusable debris and waste material to an appropriate off-site dump area.
 - a. Water down debris and waste materials during loading operations or provide other measures to prevent dust or other airborne containments.
 - b. Vacuum, wet mop, or damp sweep when cleaning rubbish and fines which can become airborne from floors or other paved areas. Do not dry sweep.
 - c. Use enclosed chutes or containers to convey debris from above the ground floor level.
 7. Clean up must include the collection of all wastepaper and wrapping materials, cans, bottles, construction waste materials and other objectionable materials, and removal as required. Frequency of clean up must coincide with rubbish producing events.

3.04 ENVIRONMENTAL CONTROLS

- A. General: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
- B. Good Housekeeping Best Management Practices
 1. Good housekeeping and best management practices must be implemented to minimize the potential for environmental pollution.
 - a. Material management practices must be used to reduce the risk of spills or other accidental exposure of materials and substances to stormwater

runoff. An effort must be made to store only enough product as is required to do the job.

- b. All materials stored on-site must be stored in a neat, orderly manner in their appropriate containers and if possible, under a roof or other enclosure.
- c. Products must be kept in their original containers with the original Manufacturer's label.
- d. Substances must not be mixed with one another unless recommended by the Manufacturer.
- e. Whenever possible, the entire container contents will be used up prior to disposal of the container.
- f. Manufacturer's recommendations for proposed use and disposal must be followed.
- g. The contractor must conduct a daily inspection to ensure proper use and disposal of materials on-site.
- h. Concrete truck chute wash water must be discharged to concrete washout containers. Wash water must be allowed to evaporate and dry concrete must be hauled away as solid waste.
- i. All spills of hazardous chemicals, such as pesticides and fertilizers, must be stopped and cleaned up with proper absorbent materials. Absorbent material spill kits must be maintained onsite.
- j. Sanitary and septic wastes must be collected from onsite facilities on a regular basis by a licensed hauler. Sanitary and septic facilities must not be located near watercourses.
- k. Vehicle and equipment maintenance and fueling must be done offsite, where at all possible, or in a designated area, away from sloped areas, drainage ways and drainage structures. Spills must be cleaned up immediately.
- l. Construction vehicles must be maintained properly and checked for leaks daily.

C. Dust Control:

- 1. Prevent dust from becoming airborne at all times including non-working hours, weekends and holidays in conformance with the State Department of Health, Administrative Rules, Title 11, Chapter 60.1 – Air Pollution Control.
- 2. Contractor is responsible for and must determine the method of dust control. Subject to the Contractor's choice, the use of water or environmentally friendly chemicals may be used over surfaces that create airborne dust.

3. Contractor is responsible for all damage claims due to their negligence to control dust.

D. Noise Control

1. Keep noise within acceptable levels at all times in conformance with the State Department of Health, Administrative Rules, Title 11, Chapter 46 – Community Noise Control. Obtain and pay for the Community Noise Permit when construction equipment or other devices emit noise at levels exceeding the allowable limits.
2. Ensure mufflers and other devices are provided on equipment, internal combustion engines and compressors to reduce loud disruptive noise levels and maintain equipment to reduce noise to acceptable levels.
3. Unless specified elsewhere, do not start construction equipment that meet allowable noise limits prior to 6:45 A.M. or equipment exceeding allowable noise levels prior to 7:00 A.M.

E. Erosion Control

1. During grading operations, maintain the grade to prevent damage to adjoining property from water and eroding soil.
2. Install temporary berms, cut off ditches and other provisions needed for construction methods and operations. Should there be a question if the temporary measures are insufficient to prevent erosion, the Department shall make the final determination.
3. Construct and maintain drainage outlets and silting basins where shown on the Drawings and when required to minimize erosion and pollution of waterways during construction.

3.05 AIR POLLUTION CONTROL

- A. Emission: The Contractor must not be allowed to operate equipment and vehicles that show excessive emissions of exhaust gases until corrective repairs or adjustments are made, as determined by the Owner or Owner's Representative.
- B. Dust: The Contractor, for the duration of the Contract, must maintain all excavations, embankments, haul roads, permanent access roads, plant sites, waste disposal areas, borrow areas, and all other work areas within or without the project limits free from dust which would cause a hazard to the work, or the operations of other contractors, or to persons or property. Industry accepted methods of stabilization suitable for the area involved, such as sprinkling or similar methods, will be permitted. Chemicals or oil treating must not be used.
- C. Burning and blasting are not permitted.

3.06 BARRICADES AND ENCLOSURES

- A. Barricades: When excavation begins, erect temporary construction barricade(s) to prevent unauthorized persons from entering the project area and to the extent required by the Department.

- 1. Maintain security by limiting number of keys and restricting distribution to authorized personnel.

- B. Opening Protection

- 1. Vertical Openings: Close openings with plywood or similar materials.
 - 2. Horizontal Openings: Close openings in floor or roof decks and horizontal surfaces with load bearing, wood framed construction.
 - 3. Where temporary wood or plywood enclosure exceeds 100 sq. ft. in area, use fire retardant treated material for framing and main sheathing.

3.07 FIRE PROTECTION

- A. Install and maintain temporary fire protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241.

- 1. Store combustible materials in containers in fire safe locations.
 - 2. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire protection facilities, stairways, and other access routes for firefighting. Prohibit smoking in hazardous fire exposure areas.
 - 3. Supervise welding operations, combustion type temporary heating units, and similar sources of fire ignition.

3.08 OPERATION, TERMINATION, AND REMOVAL

- A. Maintenance: Maintain facilities in good operating condition until removal. Protect from damage caused by heat temperatures and similar elements.

- B. Termination and Removal: Remove each temporary facility when need for its service has ended, or when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

- 1. Materials and facilities that constitute temporary facilities are the property of Contractor.

3.09 ATTACHMENTS

- A. Department of Health – Illegal Dumping Notice

DEPARTMENT OF HEALTH ILLEGAL DUMPING NOTICE

The law requires you to dispose solid waste only at recycling or disposal facilities permitted by the Department of Health.

“Solid waste” includes municipal refuse, construction and demolition waste, household waste, tires, car batteries, derelict vehicles, green wastes, furniture, and appliances.

Illegal dumping of solid waste or allowing illegal disposal of solid waste on your property even if contractual or other arrangements are made could subject you to fines from \$10,000 to \$25,000 per occurrence and could lead to felony prosecution in accordance with Chapter 342H, HRS.

Contact the Department of Health, Solid Waste Section at 586-4226 to report illegal dumping activities or if you have further questions.

SECTION 01700 – EXECUTION REQUIREMENTS

PART 1 – GENERAL

1.01 SUMMARY

- A. This Section includes general procedural requirements governing execution of the Work including the following:
 - 1. Construction layout, field engineering, and surveying.
 - 2. Progress cleaning.
 - 3. Starting and adjusting.
 - 4. Protection of installed construction.
 - 5. Correction of the Work.
- B. Related Sections
 - 1. SECTION 01770 – CLOSEOUT PROCEDURES.

1.02 SUBMITTALS

- A. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.

1.03 NOTIFICATION

- A. Contact the Department and the Project Contact Person at least three (3) working days prior to starting any onsite work.

1.04 PROJECT AND SITE CONDITIONS

- A. Project Contract Limits (Contract Zone Limits) indicate only in general the limits of the work involved. Perform necessary and incidental work, which may fall outside of these demarcation lines. Confine construction activities within the Project Contract Limits and do not spread equipment and materials indiscriminately about the area.
- B. Disruption of Utility Services: Prearrange work related to the temporary disconnection of electrical and other utility systems with the Department. Unless a longer notification period is required elsewhere in the Contract Documents, notify the Department at least 15 days in advance of any interruption of existing utility service. Time and duration of interruptions are subject to the Department's approval. Keep the utility interruptions and duration to a minimum so as not to cause inconvenience or hardship to the facility. If temporary electrical or other utility systems hook-up is required, provide the necessary services. Pay for temporary services as part of the contract, unless specifically noted otherwise.

- C. Contractor's Operations – Provide means and methods to execute the Work and minimize interruption or interference to the facility's operations. Rearrange the construction schedule when construction activities result in interruptions that hamper the operations of the facilities.
- D. Contractor, Subcontractor(s) and their employees will not be allowed to park in zones assigned to Users or facility personnel. Subject to availability, the Department may designate areas outside of the Contract Zone Limits to be used by the Contractor. Restore any lawn area damaged by construction activities.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.01 EXAMINING THE SITE

- A. Contractor and Subcontractors are expected to visit the site and make due allowances for difficulties and contingencies to be encountered. Compare contract documents with work in place. Become familiar, with existing conditions, the conditions to be encountered in performing the Work, and the requirements of the drawings and specifications.
- B. Verify construction lines, grades, dimensions and elevations indicated on the drawings before any clearing, excavation or construction begins. Bring any discrepancy to the attention of the Department and make any change in accordance with the Department instruction.
- C. Obtain all field measurements required for the accurate fabrication and installation of the Work included in this Contract. Verify governing dimensions and examine adjoining work on which the Contractor or Subcontractor's work is in any way dependent. Submit differences discovered during the verification work to the Department for interpretations before proceeding with the associated work. Exact measurements are the Contractor's responsibility.
- D. Furnish or obtain templates, patterns, and setting instructions as required for the installation of all Work. Verify dimensions in the field.
- E. Contractor shall accept the site in the condition that exists at the time access is granted to begin the Work. Verify existing conditions and dimensions shown and other dimensions not indicated but necessary to accomplish the Work.
- F. Locate all general reference points and take action to prevent their destruction. Lay out work and be responsible for lines, elevations and measurements and the work executed. Exercise precautions to verify figures and conditions shown on drawings before layout of work.

3.02 SITE UTILITIES AND TONING

- A. Should the Contractor discover the existence and location of utilities in the contract drawings are not correct, do not disturb the utilities and immediately notify the Department.
- B. Do not disturb or modify any utilities encountered, whether shown or not on the Contract Drawings, unless otherwise instructed in the drawings and specifications or as directed by the Department. Repair and restore to pre-damaged condition any utilities or any other property damaged by construction activities.
- C. Transfer to "Field Posted As-Built" drawings the location(s) and depth(s) of new and existing utilities that differ from the Contract Drawings. Locate by azimuth and distance and depth(s) from fixed referenced points.

3.03 FIELD MEASUREMENTS

- A. Take field measurements to do the Work properly. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress.
- B. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- C. Review of Contract Documents and Field Conditions: Submit a Request for Information (RFI) immediately upon discovery of the need for clarification of the Contract Documents. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents.

3.04 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify the Department promptly.
 - 1. Establish benchmarks, control points, lines and levels at each story or level of construction and elsewhere as needed to locate each element of Project.
 - 2. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
 - 3. Check the location, level and plumb, of every major element as the Work progresses.
 - 4. Notify the Department when deviations from required lines and levels exceed allowable tolerances.
 - 5. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.

- B. Site Improvements: Locate and lay out site improvements, including grading, fill and topsoil placement, utility slopes, and invert elevations.
- C. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include weather conditions, and types of instruments and tapes used. Make the log available for reference by the Department.

3.05 FIELD ENGINEERING

- A. Reference Points: Locate existing permanent or temporary benchmarks, control points and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
 - 1. Do not change or relocate existing benchmarks or control points without the Department's approval. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to the Department before proceeding.
 - 2. Replace lost or destroyed permanent benchmarks and control points promptly. Base all replacements on the original survey control points.
- B. Benchmarks: Establish and maintain a minimum of two (2) permanent or temporary benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.
 - 1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
 - 2. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.
 - 3. Remove temporary reference points when no longer needed. Restore marked construction to its original condition.

3.06 INSTALLATION

- A. Install materials, items, fixtures required by the various Divisions and Sections of the Specifications in accordance with Contract Documents, by workers specially trained and skilled in performance of the particular type of work, to meet guarantee and regulatory agency requirements. Should the drawings or specifications be void of installation requirements, install the materials, items, and fixtures in accordance with the manufacturer's current specifications, recommendations, instructions, and directions.

3.07 CLEANING

- A. General: Clean the Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.
 - 1. Do not hold waste more than seven (7) days unless approved otherwise by the Department.
 - 2. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
 - 1. Remove liquid spills promptly.
 - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use only cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Exposed Surfaces: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- F. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.
- G. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

3.08 CORRECTION OF THE WORK

- A. Repair or replace defective construction. Restore damaged substrates and finishes. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Restore permanent facilities used during construction to their specified condition.
- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.

- D. Repair defective components that do not operate properly. Remove and replace operating components that cannot be repaired.

END OF SECTION

SECTION 01770 – CLOSEOUT PROCEDURES

PART 1 – GENERAL

1.01 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including the following:
 - 1. Project Record Documents.
 - 2. Warranties.
 - 3. Instruction for the State's personnel.
 - 4. Operation and Maintenance Manuals.
- B. Related documents include the following:
 - 1. SECTION 01330 – SUBMITTALS.
 - 2. SECTION 01700 – EXECUTION REQUIREMENTS.

1.02 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting a Final Inspection to determine Substantial Completion, complete the following items in addition to requirements of Article 7 of the GENERAL CONDITIONS:
 - 1. Advise the Department of pending insurance changeover requirements.
 - 2. Submit specific warranties, final certifications, and similar documents.
 - 3. Obtain and submit occupancy permits, operating certificates, and similar releases and access to services and utilities, unless waived by the Department.
 - 4. Arrange to deliver tools, spare parts, extra materials, and similar items to a location designated by the Department. Label with manufacturer's name and model number where applicable.
 - 5. Make final changeover of permanent locks and deliver keys to the Facility. Advise the State's personnel of changeover in security provisions.
 - 6. Complete startup testing of systems.
 - 7. Submit test, adjust, and balance records.
 - 8. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 - 9. Advise the Department of changeover in other utilities.

10. Submit changeover information related to the State's occupancy, use, operation, and maintenance.
11. Complete final cleaning requirements, including touch up painting.
12. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
13. Submit Field-Posted As-Builts.
14. Submit the Operation & Maintenance (O&M) Manual(s) for review, if applicable.

1.03 FINAL COMPLETION

- A. Preliminary Procedures: Within 10 days from the Project Acceptance Date, complete the following items in addition to requirements of GENERAL CONDITIONS Article 7 PROSECUTION AND PROGRESS:
 1. Instruct the State's personnel in operation, adjustment, maintenance of products, equipment, and systems. Submit demonstration and training media materials.

1.04 LIST OF INCOMPLETE ITEMS (PUNCHLIST)

- A. Preparation: Submit an electronic copy of any updated and action taken list. In addition to requirements of GENERAL CONDITIONS Article 7 PROSECUTION AND PROGRESS, include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
 1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor, or as outlined in the punchlist.
 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
 3. Include the following information at the top of each page:
 - a. Project Name and Title.
 - b. DCR Job No.
 - c. Date and page number.
 - d. Name of Contractor.

1.05 PROJECT RECORD DOCUMENTS AND REQUIREMENTS

A. General:

1. Definition: "Project Record Documents", including Record Drawings, shall fulfill the requirements of "Field-Posted As-Built Drawings" listed in the GENERAL CONDITIONS.
2. Do not use Project Record Documents for daily construction purposes. Protect Project Record Documents from deterioration and loss. Provide access to Project Record Documents for Department's reference during normal working hours. Maintain these documents as specified in paragraph entitled "Record Drawings" hereinafter.
3. Where the recorded changes depicted on the Contractor's Field Posted Record ("As-Built") are in the form of shop drawings, the Contractor shall provide those shop drawings electronically on the same sheet size as the drawings transmitted to the Contractor. The new drawing sheets shall be titled and numbered to conform to the construction drawings and clearly indicate what information they supersede in the actual construction drawings. For example, a new drawing that replaces drawing M-3, could be numbered M3a.
4. The Contractor must bring to the attention of the Department any discrepancy between the changes made by the Designer and those depicted on addendum, PCD, and sketch changes. The Department will resolve any conflicts.
5. Submit final Record Documents (Field Posted Record Drawings) before the Final Inspection Date and no later than the Contract Completion Date, unless the GENERAL CONDITIONS require otherwise
6. The Contractor must guarantee the accuracy of its final Record Documents. The State will hold the Contractor liable for costs the State incurs as a result of inaccuracies in the Contractor's Record Documents.
7. Prepare and submit construction photographs and electronic files, damage or settlement surveys, property surveys, and similar final record information as required by the Department.
8. Deliver tools, spare parts, extra materials, and similar items to a location designated by the Department. Label with manufacturer's name and model number where applicable.
9. Submit pest-control final inspection report and warranty.
10. Submit Final, corrected O&M Manual(s).

B. DCR Project Acceptance Form, see attached form.

1. Submit to the Department upon completion of punchlist with required closeout documents.

C. Record Drawings:

1. Maintain a duplicate full-size set as the Field Posted Record ("As-Built") Drawings at the job site. Clearly and accurately record all deviations from alignments, elevations and dimensions, which are stipulated on the drawings and for changes directed by the Department that deviate from the drawings.
2. Record changes immediately after they are constructed in place and where applicable, refer to the authorizing document (Field Order, Change Order, or Contract Modification). Use red pencil to record changes. Make Field Posted Record Drawings available to the Department at any time so that its clarity and accuracy can be monitored and can be countersigned for validity.
 - a. Give particular attention to information on concealed elements that cannot be readily identified and recorded later.
 - b. Accurately record information in an understandable drawing technique.
 - c. Record data as soon as possible after obtaining it.
 - d. Mark the contract drawings or the shop drawings, whichever is most capable of showing actual physical conditions, completely and accurately. Where Shop Drawings are marked, show cross-reference on contract drawings.
 - e. Mark important additional information that was either shown schematically or omitted from original Drawings.
 - f. Locate site utilities by dimensions, azimuth and lengths from benchmarks or permanent structures.
 - g. Note field order numbers, Change Order numbers, Contract Modification numbers, alternate numbers, post-construction drawing numbers (PCD) and similar identification (RFI numbers) where applicable.
 - h. The Contractor must initial each deviation and each revision marking.
3. Use the final updated Contract Drawing set (including all addenda, PCD, and sketches) plus applicable shop drawings for making the final Field Posted Record Drawings submittal.
4. Certify drawing accuracy and completeness. Label and sign the record drawings or use digital electronic signature as approved by the Department.
5. Label the title sheet and on all sheets in the margin space to the right of the sheet number, written from the bottom upward, with the title "FIELD POSTED RECORD DRAWINGS" and certification information as shown below. Provide a signature line and company name line for each subcontractor that will also certify the respective drawing. Adjust size to fit margin space.

FIELD POSTED
RECORD DRAWINGS

Certified By: _____ Date: _____
[Contractor's Company Name]

6. Revise the Drawing Index and label the set "FIELD POSTED RECORD DRAWINGS". Include the label "A COMPLETE SET CONTAINS [] SHEETS" in the margin at the bottom right corner of each sheet. Quantify the total number of sheets comprising the set.
7. If the Department determines a drawing does not accurately record a deviation or omits relevant information, the State will correct any FIELD POSTED RECORD DRAWINGS sheet. Contractor will be charged for the State's cost to correct the error or omission.
8. Use the final Field Posted Record Drawings sheets to create one electronic version of the set. The set shall be recorded in Adobe Acrobat PDF (Portable Document Format). Create a single indexed, bookmarked PDF file of the entire set of drawings and submit through an accepted online shared folder approved by the State.

1.06 WARRANTIES

- A. Submittal Time: Submit written manufacturer's warranties at request of the Department for designated portions of the Work where commencement of warranties other than Project Acceptance date is indicated.
- B. Partial Occupancy: Submit properly executed manufacturer's warranties within 45 days of completion of designated portions of the Work that are completed and occupied or used by the State during construction period by separate agreement with Contractor.
- C. Organize manufacturer's warranty documents into an orderly sequence based on the table of contents of the Specifications.
 1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2 x 11-inch paper.
 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of the Installer and prime contractor.
 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES", Project Name and Title, DCR Job Number, and name of Contractor.
 4. Use the final submittal of the warranties to create an electronic Adobe Acrobat PDF (Portable Document Format) version of the bound warranty documents files. Each sheet shall be separately scanned, at 600 DPI or better into a PDF file, indexed, and electronically submitted according to the Department's directions.

D. Warranty Types:

1. Workmanship Guarantee: Two (2) years.
 - a. The Contractor to provide a 2-year written warranty after the Project Acceptance Date. Any damages which developed during that period which are not due to improper use or willful damage will be repaired at no cost to the State.
2. All other warranties within the specifications.

1.07 OPERATION & MAINTENANCE MANUALS

- A. Assemble complete set of operation and maintenance data indicating the operation and maintenance of each system, subsystem, and piece of equipment not part of a system. Include operation and maintenance data required in individual Specification Sections and as follows:

1. Operation Data:
 - a. Emergency instructions and procedures.
 - b. System, subsystem, and equipment descriptions, including operating standards.
 - c. Operating procedures, including startup, shutdown, seasonal, and weekend operations.
 - d. Description of controls and sequence of operations.
 - e. Piping diagrams.
2. Maintenance Data:
 - a. Manufacturer's information, Material Safety Data Sheets, and a list of spare parts.
 - b. Name, address, and telephone number of installer or supplier.
 - c. Maintenance procedures.
 - d. Maintenance and service schedules for preventive and routine maintenance.
 - e. Maintenance record forms.
 - f. Sources of spare parts and maintenance materials.
 - g. Copies of maintenance service agreements.
 - h. Copies of warranties and bonds.

B. Use the following three-paragraph headings, “Notes, Cautions and Warnings”, to emphasize important and critical instructions and procedures. Place the words “Notes”, “Cautions”, or “Warnings” immediately before the applicable instructions or procedures. Notes, Cautions and Warnings are defined as follows:

1. Note: highlights an essential operating or maintenance procedure, condition or statement.
2. Caution: highlights an operating or maintenance procedure, practice, condition or statement which if not strictly observed, could result in damage to or destruction of equipment, loss of designed effectiveness, or health hazards to personnel.
3. Warning: highlights an operating or maintenance procedure, practice, condition, or statement that if not strictly observed, could result in injury to or death of personnel.

C. Electronic Format

1. Provide all information (narratives, drawings and manual) on an FTP (File Transfer Protocol) site. Provide drawings and plans prepared for the O&M Manuals drawn electronically and save as a PDF file. Name and index the files for ease of identification and updates.
2. Provide the complete O&M Manuals using Adobe Acrobat PDF files. Each sheet shall be separately scanned into a PDF file, indexed, bookmarked, and hyperlinked to the table of contents. Scanned documents shall be scanned at 600 DPI or better. Indexes and bookmarks may be highlighted or colored text. The final submittal shall include written instructions for installing, accessing and retrieving information from the FTP site.

1.08 TEST REPORTS

A. Submit Test Reports as required by the Department.

1.09 MAINTENANCE SERVICE CONTRACTS

A. Submit Maintenance Service Contracts as required by the Department.

PART 2 – PRODUCTS

2.01 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 – EXECUTION

3.01 DEMONSTRATION AND TRAINING

- A. Instruction: Instruct the State's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.

3.02 FINAL CLEANING

- A. General: Provide final cleaning. In addition to requirements of Article 7 of the GENERAL CONDITIONS, conduct cleaning and waste-removal operations to comply with local laws and ordinances and federal and local environmental and antipollution regulations. Comply with manufacturers written instructions unless noted otherwise. Complete the following cleaning operations before requesting final inspection for entire Project or for a portion of Project:
 - 1. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - 2. Remove petrochemical spills, stains, and other foreign deposits resulting from construction activities.
 - 3. Remove tools, construction equipment, machinery, and surplus material from Project site.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturers written instructions unless noted otherwise. Complete the following cleaning operations before requesting final inspection for entire Project or for a portion of Project:
 - 1. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - 2. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - 3. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - 4. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition
 - 5. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - 6. Sweep concrete floors broom clean in unoccupied spaces.

7. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
 8. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass surfaces, taking care not to scratch surfaces.
 9. Remove labels that are not permanent.
 10. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
 - a. Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
 11. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 12. Replace parts subject to unusual operating conditions.
 13. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
 14. Replace disposable air filters and clean permanent air filters. Clean the exposed surfaces of diffusers, registers, and grills.
 15. Clean ducts, blowers, and coils if units were operated without filters during construction.
 16. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
 17. Leave Project clean and ready for occupancy.
- C. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the State's property. Do not discharge volatile, harmful, or dangerous materials into drainage and sewer systems or onto State property. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION

DCR PROJECT ACCEPTANCE FORM					
PROJECT			DATE :		
			REPORT NO.		
DCR JOB NO.					
INSPECTION ATTENDANCE					
NAME		ASSOCIATION		INITIAL	
		DCR (Department of Corrections & Rehabilitation)			
		CONSULTANT			
		CONTRACTOR NAME			
		USER (Facility)			
SUBSTANTIAL COMPLETION CHECKLIST – IGC SECTION 7.31.1				DATE PASSED	VERIFIED
Preliminary walk-through punch list is COMPLETED (Populate per punch list items) –					
SECTION	SECTION	SECTION	SECTION	SECTION	SECTION
GRADING	BLDG WALL	HARDWARE -GEN	AIR COND - SYST	PANEL / BRKR	
LANDSCAPE	BLDG FINISH	WALL FNSH	AIR COND - DIFF	WALL PLUGS	
IRRIGATION		CEILING	AIR COND - THRM	SWITCHES	
DRAINS / BOXES	CABNT / MLLWRK	FLOORING	AIR COND - NOISE	LITE FIXTURE	
PARKLOT PAVE	DOOR TO EXT	PAINTING		FIRE SYST - ALL	
PARKLOT STRIPE	DOOR @ ROOM		PLUMB - SYST		
PARKLOT SIGN	DOOR - SPECL	ROOM/BLDG SIGN	PLUMB - FIXT	ALRM SYST - ANY	
SIDEWLKS - ALL		BLDG LOUVRE		ELEVATOR	
FENCE/GATE	ROOFING	ROOM PARTN	ACCESS DR - ALL	KITCHEN - ALL	
EXTER WALLS	SHEETMETAL	LOCKERS / STRG		BOILER	
	SEALANTS	FIRE EXTNGSHR	TOILET - PART		
	WINDOW - FNSH	SPEC EQPT	TOILET - ACCESS		
	WINDOW - OPER			EQPT TESTED	
EXTER CLEAN				INTERIOR CLEAN	
Submitted prior to scheduling FINAL INSPECTION:				DATE TO CNSLT BY ENGR	
Building Occupancy application submitted		Fire Dept – Inspection & punchlist compl >>			
Plumbing Certificate		Field-Posted As-Built Drawings – ALL >>			
Water Certificate		Maintenance Service Contracts – ALL >>			
Electrical Certificate		O & M Manual – ALL - 1 HARDCOPY >>			
PROJECT IS READY FOR FINAL INSPECTION (Note: All final inspections shall notify and/or seek the acceptance of the User).			TENTATIVE DATE		
AFTER ACCEPTANCE: - Inspector to follow – up to NOTIFY					
INSPECTOR:				DATE	VERIFY
1. Punch list is completed – Notify DCR PM & User - give completed checklist					
Notify Central Service, Contractor, Consultant, DCR PM by EMAIL					
2. Notify DCR PM, Central Service & User for end of 30-day TROUBLE FREE for Air Condition					
3. Notify DCR PM, Central Service & Users Maintenance and send copy for:					
SPECIAL EQPT - ALL					
DCR PM &/or User:				DATE	VERIFY
1. Notify DCR PM &/or User of 30-day Air Condition – Trouble Free Date LETTER					
Send DCR PM &/or User – Maintenance Contract – LOG IN CLOSING DOC AS SENT					
2. COMPILE & LOG-IN FOR CLOSING DOCS CHECKLIST					
Air Cond – Maint – See DCR PM &/or User					

ACCEPTED BY:

WARDEN / DEPUTY WARDEN

Signature

Date

MAINTENANCE SUPERVISOR / IFS / BMS

Signature

Date

CONTRACTOR

Print Name

Signature

Date

Title: _____

SECTION 02220 – SITE DEMOLITION

PART 1 – GENERAL

1.01 DESCRIPTION

- A. Work under this section includes, but is not limited to, demolition and removal of existing site elements within the limits of construction to support the new access road improvements.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.01 GENERAL

A. Existing Conditions

1. The Drawings show general information only. Examine the site to determine the exact existing conditions and character and extent of the work to be performed and demolition operations required to complete the new work.
2. The failure or omission of the Contractor to visit the site and acquaint himself with the existing conditions must in no way relieve him from obligations with respect to his bid or to his Contract.

B. Existing Utilities

1. Existing underground lines shown on the Drawings show are based from the best possible information available. Verify all utility line locations prior to the start of any work.
2. It is understood and agreed that certain lines cannot be or have not been located, and no indication is contained on any of the Drawings or referred to in the specifications (i.e. storm drainage, electrical, plumbing, sewer, water, irrigation, telephone, etc.); therefore, exercise extreme caution during demolition and like work. Should any such lines be encountered, written notice must be given to the Owner's Representative, and no further work in the area must proceed until adequate investigation has been made, the line identified, and instructions are issued as to how to proceed.
3. The Contractor must be liable for all damages associated with his activities which may disrupt services because of any utility line damage.

C. Barricades

Provide barricades, warning (signs and lighting), and maintenance and supervision thereof, in accordance with applicable Federal, State and local codes.

D. Equipment

The use of proper equipment is the responsibility of the Contractor.

E. Protection of Property

Existing appurtenances and improvements, which are to remain, must be protected from damage due to work under this section.

Coordinate with the Owner's Representative on relocation of existing equipment on the site.

F. Protection of Utilities

Preserve in operating condition all active utilities traversing or within and about the site; protect all such property and items, including but not limited to piping, mains, laterals, valve boxes, meters, and other appurtenances and structures. Promptly repair and notify the affected utility company of any damage to such utility or work caused by work under this Contract.

G. Protection of Plant Materials to Remain

1. Carefully protect existing shrubs, plants and trees within the areas of work and site access during the course of the construction period.
2. Contractor must be responsible for maintaining all landscaping, including shrubs and trees within the limits of work for the duration of construction. Maintaining landscape includes watering as well as protection.

3.02 DEMOLITION

A. Pavement Demolition

1. Remove from site all pavement as indicated.
2. Provide a breakline for removal of paving by machine saw-cutting the existing pavement. The depth of the saw cut must be as required to produce a uniform breakline both vertically and horizontally.
3. Remove paving to prevent spalling, cracking or other damage to adjacent paving which is to remain. The Contractor must at his expense remove and replace damaged pavement outside the limits of removal.
4. Reuse of demolished concrete or asphalt paving as rubble fill is not

permitted.

B. Protected Utilities

1. All existing work and items which are required to be removed must be removed in such manner that minimum damage and disturbance is caused to adjacent and connection work. The Contractor must be responsible for repairing and/or replacing all work which is damaged by these operations to the satisfaction of the Owner's Representative.
2. Plug or cap all existing utilities to be abandoned and not interfering with the work. Capping may be done with concrete, grout, metal, cap, plastic cap, or equivalent.

3.03 CLEANUP

- A. Removal of Demolished Material: Remove all waste material from the project site and comply with all applicable government regulations in disposing of said waste material.
- B. All materials and equipment to be removed, except that indicated to be reused or delivered as directed by the Owner's Representative, must become the property of the Contractor and must be removed from the site.
- C. Remove debris resulting from this work from the site as promptly as it accumulates.
- D. Cleanup: Remove all evidence of demolition work and leave areas impacted by demolition work in clean and debris-free condition.

END OF SECTION

SECTION 02300 – EARTHWORK

PART 1 – GENERAL

1.01 DESCRIPTION

- A. Work under this section consists of furnishing all labor, materials and equipment required to complete the earthwork shown on the Drawings, or specified herein, including the following:

Excavating, filling, backfilling, rough and finish grading, overhauling and stockpiling, and related items necessary to complete the site grading shown on the Drawings and specified herein.

- B. All grading work under this section must conform to the applicable Standard Specifications unless otherwise specified.

1.02 ORDINANCES AND PERMITS

The Contractor must comply with all applicable ordinances and regulations and obtain the required permits. Acquisition of the permits and payment of all fees will be the responsibility of the Contractor.

1.03 SOILS TESTING AND ANALYSIS

- A. The services of a QC Geotechnical Engineer or Technician must be hired by the Contractor. A soils technician or engineer must be present at the site to observe backfill operations, earthwork progress and take density or make visual tests as appropriate. Where low density test results are noted, the area must be reworked by the Contractor and retested.
- B. If the field observations and test results, in the opinion of the testing personnel or QC Geotechnical Engineer or Technician, indicate that the backfill and earthwork are not in general conformance to the intent of the Drawings and Specifications, the discrepancy must be reported to the Contractor and with the Department and its consultants for corrective action. The Contractor must notify the testing personnel or QC Geotechnical Engineer or Technician and the Department and its consultants when the area is ready for retesting.

1.04 UNFORESEEN CONDITIONS BELOW GRADE

Unforeseen soil conditions such as voids or cavities, areas of soft soil and materials, seepage water, expansive soil pockets, etc., may be encountered below or at existing grade. Corrective measures must be taken in the field as the conditions are detected in accordance with the requirements herein. These corrective measures must be considered as incidental to the contract lump sum price.

1.05 SUBMITTALS

- A. Submit the name of the independent QC Geotechnical Engineer or Technician to be employed by the Contractor to perform testing, reports, etc. The QC Geotechnical Engineer or Technician must be approved by the Department and its consultants prior to commencing any work.
- B. Submit copies of all test results, inspection reports and certifications from the Contractor's testing firm weekly to the Department and its consultants for work completed under this Section.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. All materials excavated must be considered to be unclassified, whether earth, boulders, solid rock, concrete, steel, rubbish, wood, or other materials.
- B. Fill Materials
 - 1. General Fill and Backfill Materials. Well-graded granular materials free of vegetation and deleterious materials. The maximum particle size must be three (3) inches with sufficient fines to prevent the occurrence of voids in the compacted fill. The material must have a laboratory CBR value of twelve (12) or higher and a swell potential of less than one (1) percent when tested in accordance with ASTM D 1883.
- C. Materials excavated within the project boundary may be placed in the fill required, unless otherwise indicated on the Drawings during construction. Control of gradation and maximum size of individual fragments will be required. If excavated materials do not contain sufficient fines to produce well-graded material, off-site borrow or imported material must be undertaken to provide fill materials as herein specified. Roots, tree branches, and other organic matter missed during clearing and grubbing must be removed from the fill material. Generally, fill materials, unless otherwise specified, may consist of rock, gravel, sand or soil, or a mixture thereof.
- D. Material that is expansive, spongy, subject to decay, or otherwise considered unsuitable must not be used in the compacted fill.
- E. Imported borrow material from sources outside of the project site must meet the requirements for the particular use intended. Coarse-grained material with soil binders and fine-grained material with an expansion value less than two percent (2%) are acceptable borrow material. The CBR value must be fifteen (15) or greater. The use of ash soil as borrow or fill material is prohibited unless tested by the Contractor's QC Geotechnical Engineer or Technician. In fine-grained soil, the volume of binder must be less than thirty-five percent (35%) of the total mixture. Imported material must be free

from organic matter and debris and must conform to the requirements of the intended use as specified hereinbefore.

PART 3 – EXECUTION

3.01 GENERAL

- A. No excavation or fill placement must be undertaken until the area has been cleared and grubbed.
- B. All excavation must be protected and guarded against danger to life, limb and property.
- C. Shoring, cribbing and lagging, as required to safely preserve the excavations and earth banks from damage resulting from the work, must be provided and installed by the Contractor.
- D. The Contractor must at all times control the grading so that the ground is adequately sloped to prevent any water from flowing into off-site areas and open trench excavations. All excavations must be kept free from standing water. The Contractor must perform all efforts that may be necessary to remove the water from the excavation to the extent required for completion of the work. Such dewatering must be considered incidental to the work.
- E. The Contractor must provide all the temporary erosion, dust and siltation control measures shown in the Drawings or as ordered by the Department and its consultants during construction.
- F. All grading work must be conducted under the intermittent observation of the Contractor's QC Geotechnical Engineer or Technician. Field density tests must be made as necessary by the Contractor's QC Geotechnical Engineer or Technician. The Contractor must coordinate his grading operations with the Contractor's QC Geotechnical Engineer or Technician and must provide same notice forty-eight (48) hours in advance for any compaction testing required. Contractor's QC Geotechnical Engineer or Technician must be granted unrestricted access to the grading operations for the purpose of conducting observations, conducting testing or securing samples.

3.02 EXCAVATION

- A. Excavation must be done to obtain the elevations indicated on the Drawings. Soft and yielding areas encountered during excavation must be over-excavated to expose firm natural material, and the resulting excavation should be backfilled with well-compacted engineered fill. The excavated soft soil must be properly disposed of off-site.
- B. Usable materials as approved by the Contractor's QC Geotechnical Engineer or Technician must be stockpiled for later use as fill material. This material may also be excavated directly to fill at the Contractor's option.

- C. Non-usable material such as mud, soft material, and expansive soils must become the property of the Contractor and must be properly disposed of outside the project boundary limits.
- D. Unsuitable subgrade soil, as determined by the Contractor's QC Geotechnical Engineer or Technician, must be excavated and removed by the Contractor.

3.03 FILL AND BACKFILL

A. General Requirements

1. Filling operations must be performed to bring the fill area to the finished grades indicated on the Drawings.
2. After the ground surface that is to receive the fill has been cleared, it must be scarified to a minimum depth of six (6) inches by the Contractor until it is uniform and free from ruts, hollows, hummocks, or other uneven features which may prevent uniform compaction.
 - a. The scarified ground surface must then be brought to two (2) percent above the optimum moisture content, mixed as required, and compacted as specified below. If the scarified zone is deeper than six (6) inches, material in the excess depth must be removed and placed and compacted in lifts a maximum of six (6) inches thick.
 - b. Yielding areas and cavities found during the site preparation must be cleaned and backfilled with well-compacted fill placed material as herein specified.
3. Prior to placing fill, the ground surface to receive the fill must be inspected or tested by the Contractor's QC Geotechnical Engineer or Technician and accepted by the Department and its consultants.
4. All compactions must be accomplished by power equipment appropriate to the nature of the fill material and capable of obtaining the specified level of compaction. Inaccessible places such as backfilling of trenches or areas next to vertical surfaces must be compacted with the use of approved tampers or vibrators.
5. All fill and backfill must be compacted at moisture contents up to (2) percent above the optimum moisture content as determined by ASTM Test Method D 1557. At all times, it must be the responsibility of the Contractor to employ such means as may be necessary to obtain a uniform optimum moisture content throughout the material being compacted.

B. Placing, Spreading, and Compacting Fill Material.

1. General fill material must be placed in level lifts not exceeding eight (8) inches in loose thickness. Structural backfills must be placed in eight (8)-inch maximum loose lifts.
2. Compaction
 - a. When moisture content of the fill material is below optimum, water must be added until the moisture content is up to (2) percent above optimum to ensure that the proper compaction can be obtained. When the moisture content of the fill material is more than two (2) percent above optimum, the fill material must be aerated until the two (2) percent above optimum moisture content is obtained.
 - b. After each layer of general fill has been placed, mixed, and spread evenly, it must be thoroughly compacted by use of the proper equipment to not less than ninety percent (90%) of the maximum dry density of the soil being compacted. Rolling of fills must be accomplished while the fill material is at the optimum moisture content. Rolling of each layer must be continuous over its entire area, and the roller must make sufficient trips to ensure that the desired density has been obtained. Structural fills and backfills below road subgrade level must be compacted to ninety-five percent (95%) of the maximum dry density.
3. Testing

The degree of compaction obtained in fills must be determined by the modified soil compaction test, designated as ASTM Test Method D 1557.
4. Re-compaction
 - a. Where test results or observations of the Contractor's QC Geotechnical Engineer or Technician indicate that the moisture content of the fill is not suitable, or that insufficient compaction has been obtained, the fill must be reconditioned and recompacted prior to placing additional fill material.
 - b. The Contractor must be responsible for placing and compacting approved fill material in accordance with these Specifications. If the Contractor fails to meet the compaction requirements, the contractor must stop hauling or reduce his rate of haul, furnish additional spreading, watering and/or compaction equipment as may be required, or make any other adjustments necessary to produce a satisfactory compacted fill. When the work is stopped by rain, filling must not resume until the Contractor's QC Geotechnical Engineer or Technician has verified that the moisture content and the density of the fill surface are satisfactory.

5. During construction, all fill surfaces must be sloped to provide positive surface drainage and to prevent ponding of water. If it appears that rain is imminent, the Contractor must roll the surface with smooth rollers or rubber-tired equipment to seal the surface against excessive infiltration of water. Temporary surface drains and ditches must be provided by the Contractor as necessary to expedite runoff and to prevent erosion.

3.04 PROTECTION

- A. Protect existing trees and other features to remain.
- B. Protect benchmarks, property monuments, fences, and roads.
- C. Protect above and below grade utilities that are to remain.
- D. Protect newly graded surfaces from traffic and erosion, keep areas free of trash and debris. Repair and re-establish grades in settled, rutted, and eroded areas.
- E. Repair all damage caused by and resulting from construction activities in accordance with the requirements of the Standard Specifications and as directed by the Department and its consultants.

END OF SECTION

SECTION 02370 – TEMPORARY SOIL EROSION CONTROL

PART 1 – GENERAL

1.01 SUMMARY:

- A. Furnish all labor, materials, services, equipment and related items necessary to implement the temporary erosion control measures as shown on the drawings, as required by these specifications during the life of the contract to control water pollution through the use of berms, dikes, dams, sediment basins, fiber mats, netting, gravel, mulches, grasses, slope drains, and other erosion devices or methods.
- B. Temporary erosion and siltation control measures as described herein shall be applied to any erodible material within this project, including local material sources and work areas.
- C. The Contractor shall be responsible for providing the necessary erosion control measures which are shown on the plans. All grading operations shall be performed in conformance with the applicable provisions of the "Water Pollution Control and Water Quality Standards" contained in the "Public Health Regulations," State of Hawaii, Department of Health.
- D. The Contractor shall be responsible for removing all silt and debris resulting from his work and deposited in drainage facilities, roadways, neighboring lands, and other areas.
- E. The Contractor shall be responsible for removal of all temporary erosion control devices upon project completion.

1.02 SUBMITTALS:

- A. Submit in accordance with SECTION 01330 – SUBMITTAL PROCEDURES.
- B. Submit manufacturer's product information and certificates of compliance for devices used for temporary storm protection and for silt socks and for any other proposed proprietary BMPs.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.01 INSTALLATION

A. Temporary Erosion Control:

1. The Department has the authority to limit the surface area exposed by clearing and grubbing and to limit the surface area exposed by excavation, borrow and fill operations. The Department may also direct the Contractor to provide immediate, permanent, or temporary pollution control measures to prevent contamination of streams, lakes, ponds, drainage channels and pipes, roads, neighboring lands, and other areas.

Except for specified measures which may be shown on the plans the Contractor shall determine the appropriate erosion control measures to use. Such work may involve the construction of temporary berms, dikes, dams, sediment basins, and slope drains, and the use of temporary mulches, mats, and grassing, or the construction and use of other control devices or methods necessary to control erosion.

2. The Contractor shall incorporate all erosion control measures shown in the plans. The plans may be modified as necessary to adjust to conditions that develop during construction.
3. The Contractor shall limit the surface area exposed by grubbing, stripping of topsoil, and grading to that which is necessary for him to perform the next operation, and which is within his capability and progress in keeping the finish grading, mulching, grassing, and other such pollution control measures current.

The grubbing of the vegetative root mat and stumps and the stripping of topsoil shall be confined within the limits of grading which can be actively and continuously prosecuted within 15 calendar days. The area to be graded shall be limited to the minimum area necessary to accommodate the Contractor's equipment.

Any area remaining bared or cleared for more than 10 calendar days and which is not within the limits of active construction shall be immediately hydro-mulch seeded or remedied as directed by the Department at the Contractor's expense without cost to the Department. All areas where finish grading has been completed shall be grassed within 3 calendar days after the completion of grading for that area.

B. The maintenance of these grass areas shall include the following:

1. Grass germination in all areas specified with 70% coverage required by the end of the maintenance period. Any area of one foot square or more in which grass has failed to grow after 30 days of maintenance shall be re-grassed.

2. All germinated areas shall be healthy and living at the end of maintenance period.
 3. Weeds shall not exceed an area greater than 10 percent in any grass area.
 4. All depressions and erosion fills shall be filled to proper grade and area re-grassed as required.
 5. Contractor shall provide temporary irrigation to maintain all grass areas until the landscape maintenance period has ended or until the Department has accepted the work.
- C. Acceptance of the ground cover planting after the maintenance period shall be contingent upon 70 percent coverage.
- D. The Contractor shall, at the end of each work operation in any one day, shape the earthwork in such a manner as to control and direct the runoff to minimize the erosion of soils. He shall construct earth berms along the top edges of embankments or along the property line with adjacent properties, streams and water channels, to intercept any runoff. Temporary slope drains shall be provided to carry runoff from the top of cuts and fills. Temporary facilities for controlled discharges shall be provided for runoff impounded, directed, or controlled by project activities or by any erosion control measure employed.
- E. Cut slopes shall be shaped, topsoil added if necessary and planted as the work progresses. In no case shall the exposed surface be greater than 15 feet in height. Whenever major excavation is suspended or halted and the slope is bared for more than 15 consecutive days, the exposed surfaces shall be hydro-mulch seeded or protected as directed by the Department at the Contractor's expense without cost to the Department.
- F. Fill slopes shall be finished as specified and in accordance with the requirements outlined for cut slopes above.
- G. Construction of berms, cofferdams, or other such construction in or near the vicinity of streams, ponds, waterways, or other bodies of water shall be approved materials.
- H. The temporary erosion and siltation control measures outlined in these specifications are minimum requirements and shall not preclude the provision of any additional measures which the Contractor may deem necessary. Damage caused by the erosion of soil and the pollution of downstream areas shall be the responsibility of the Contractor and all costs for repairing, correcting, replacing, and cleaning damaged or polluted facilities shall be borne by the Contractor.

END OF SECTION

SECTION 02740 – ASPHALT CONCRETE PAVING

PART 1 – GENERAL

1.01 SUMMARY

- A. This section includes the following for asphalt concrete paving:
 - 1. Hot-mix asphalt patching.
 - 2. Hot-mix asphalt paving.
 - 3. Pavement-marking paint.

1.02 DEFINITION

- A. Hot-Mix Asphalt Paving Terminology: Refer to ASTM D 8 for definitions of terms.

1.03 SUBMITTALS

- A. Product Data: For each type of product indicated. Include technical data and tested physical and performance properties.
 - 1. Job-Mix Designs: Certification of each job mix proposed.
- B. Material Certificates: For each paving material, from manufacturer.
- C. Material Test Reports: For each paving material.
- D. Field Observations and Test Results: All test results and field logs from the Contractor's testing firm are to be submitted to the Department and its Consultants at the end of each day's work.

1.04 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A paving-mix manufacturer registered with and approved by authorities having jurisdiction or the State of Hawaii Department of Transportation (DOT).
- B. Testing Agency Qualifications: Qualified according to ASTM D 3666 for testing indicated.
- C. Regulatory Requirements: Comply with materials, workmanship, and other applicable requirements of State of Hawaii DOT for asphalt paving work.
 - 1. Measurement and payment provisions and safety program submittals included in standard specifications do not apply to this section.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Deliver pavement-marking materials to the project site in original packages with seals unbroken and bearing manufacturer's labels containing brand name and type of material, date of manufacture, and directions for storage.
- B. Store pavement-marking materials in a clean, dry, protected location within temperature range required by manufacturer. Protect stored materials from direct sunlight.

1.06 PROJECT CONDITIONS

- A. Environmental Limitations: Do not apply asphalt materials if subgrade is wet or excessively damp, if rain is imminent or expected before time required for adequate cure.

PART 2 – PRODUCTS

2.01 AGGREGATES

- A. General: Use materials and gradations that have performed satisfactorily in previous installations.
- B. Coarse Aggregate: ASTM D 692, sound; angular crushed stone, crushed gravel, or cured, crushed blast-furnace slag.
- C. Fine Aggregate: ASTM D 1073 or AASHTO M 29, sharp-edged natural sand or sand prepared from stone, gravel, cured blast-furnace slag, or combinations thereof.
 - 1. For hot-mix asphalt, limit natural sand to a maximum of twenty (20) percent by weight of the total aggregate mass.
- D. Mineral Filler: ASTM D 242 or AASHTO M 17, rock or slag dust, hydraulic cement, or other inert material.

2.02 ASPHALT MATERIALS

- A. Asphalt Binder: AASHTO M 320, PG 64-16.
- B. Asphalt Cement: Performance-graded asphalt binder must conform to AASHTO M 320.
- C. Prime Coat: Asphalt emulsion prime coat complying with State of Hawaii DOT requirements.
- D. Tack Coat: Emulsified asphalt (Type SS-1, SS-1h, CSS-1 or CSS-1h).
- E. Water: Potable.

- F. Undersealing Asphalt: ASTM D 3141, pumping consistency.

2.03 AUXILIARY MATERIALS

- A. Herbicide: Commercial chemical for weed control, registered by the EPA. Provide in granular, liquid, or wettable powder form.
- B. Sand: ASTM D 1073 or AASHTO M 29, Grade Nos. 2 or 3.
- C. Pavement-Marking Paint: Reflectorized traffic paint must conform to the requirements of Premixed Reflectorized White and Yellow Traffic Paint.

2.04 MIXES

- A. Hot-Mix Asphalt: Dense, hot-laid, hot-mix asphalt plant State DOT Mix IV and designed according to procedures in AI MS-2, Mix Design Methods for Asphalt Concrete and Other Hot-Mix Types.

2.05 AGGREGATE BASE COURSE

- A. Aggregate Base Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand, ASTM D 2940 with at least ninety-five (95) percent passing a 1-1/2 inch sieve and not more than eight (8) percent passing a No. 200 sieve. Base course must have a minimum CBR value of eighty-five (85). CBR expansion must be less than one (1.0) percent when tested in accordance with ASTM D 1883.

PART 3 – EXECUTION

3.01 EXAMINATION

- A. Verify that subgrade is dry and in suitable condition to begin paving.
- B. Proof-compact subgrade below pavements with appropriate compacting equipment to identify soft pockets and areas of excess yielding. Do not proof- compact wet or saturated subgrades. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, and replace with compacted backfill or fill.
- C. Proceed with paving only after unsatisfactory conditions have been corrected.

3.02 SURFACE PREPARATION

- A. General: Clear, grub, and overexcavate subgrade as required for the Work. Compact subgrade at optimum moisture content to required grades, lines, cross sections, and elevations to not less than ninety-five (95) percent of maximum dry unit weight according to ASTM D 1557. Immediately before placing asphalt materials, remove loose and deleterious material from substrate surfaces. Ensure that prepared subgrade is ready to receive paving.
- B. Herbicide Treatment: Apply herbicide according to manufacturer's recommended rates and written application instructions. Apply to dry, prepared subgrade or surface of compacted-aggregate base before applying paving materials.
 - 1. Mix herbicide with prime coat if formulated by manufacturer for that purpose.
- C. Base Course: On prepared subgrade, place base course under pavements as follows:
 - 1. Place base course material over subgrade under hot-mix asphalt pavement.
 - 2. Shape base course to required crown elevations and cross-slope grades.
 - 3. Place base course six (6) inches or less in compacted thickness in a single layer.
 - 4. Place base course that exceeds six (6) inches in compacted thickness in layers of equal thickness, with no compacted layer more than six (6) inches thick or less than three (3) inches thick.
 - 5. Compact base course at optimum moisture content to required grades, lines, cross sections, and thickness to not less than ninety-five (95) percent of maximum dry unit weight according to ASTM D 1557.
- D. Prime Coat: Apply uniformly over surface of compacted unbound-aggregate base course at a rate of 0.15 to 0.50 gallons per square yard. Apply enough material to penetrate and seal but not flood surface. Allow prime coat to cure.
 - 1. If prime coat is not entirely absorbed within 24 hours after application, spread sand over surface to blot excess asphalt. Use enough sand to prevent pickup under traffic. Remove loose sand by sweeping before pavement is placed and after volatiles have evaporated.
 - 2. Protect primed substrate from damage until ready to receive paving.
- E. Tack Coat: Apply uniformly to surfaces of existing pavement at a rate of 0.05 to 0.15 gallons per square yard.
 - 1. Allow tack coat to cure undisturbed before applying hot-mix asphalt paving.

2. Avoid smearing or staining adjoining surfaces, appurtenances, and surroundings. Remove spillages and clean affected surfaces.

3.03 HOT-MIX ASPHALT PLACING

- A. Machine place hot-mix asphalt on prepared surface, spread uniformly, and strike off. Place asphalt mix by hand to areas inaccessible to equipment in a manner that prevents segregation of mix. Place each course to required grade, cross section, and thickness when compacted.
 1. Place hot-mix asphalt base course in number of lifts and thicknesses indicated.
 2. Place hot-mix asphalt surface course in single lift.
 3. Spread mix at minimum temperature of two hundred fifty (250) degrees F.
 4. Begin applying mix along centerline of crown for crowned sections and on high side of one-way slopes unless otherwise indicated.
 5. Regulate paver machine speed to obtain smooth, continuous surface free of pulls and tears in asphalt-paving mat.
- B. Place paving in consecutive strips not less than ten (10) feet wide unless infill edge strips of a lesser width are required.
 1. After first strip has been placed and rolled, place succeeding strips and extend rolling to overlap previous strips. Complete a section of asphalt base course before placing asphalt surface course.
- C. Promptly correct surface irregularities in paving course behind paver. Use suitable hand tools to remove excess material forming high spots. Fill depressions with hot-mix asphalt to prevent segregation of mix; use suitable hand tools to smooth surface.

3.04 JOINTS

- A. Construct joints to ensure a continuous bond with the adjoining paving sections. Construct joints free of depressions, with same texture and smoothness as other sections of hot-mix asphalt course.
 1. Clean contact surfaces and apply tack coat to joints.
 2. Offset longitudinal joints, in successive courses, a minimum of six (6) inches.
 3. Offset transverse joints, in successive courses, a minimum of twenty-four (24) inches.

4. Construct transverse joints at each point where paver ends at the end of each day and resumes work at a subsequent time. Construct these joints using either "bulkhead" or "papered" method according to AI MS-22, for both "Ending a Lane" and "Resumption of Paving Operations".
5. Compact joints as soon as hot-mix asphalt will bear roller weight without excessive displacement.
6. Compact asphalt at joints to a density within two (2) percent of specified course density.

3.05 COMPACTION

- A. General: Begin compaction as soon as placed hot-mix paving will bear roller weight without excessive displacement. Compact hot-mix paving with hot, hand tampers or with vibratory-plate compactors in areas inaccessible to rollers.
 1. Complete compaction before mix temperature cools to one hundred eighty- five (185) degrees F.
- B. Breakdown Rolling: Complete breakdown or initial rolling immediately after rolling joints and outside edge. Examine surface immediately after breakdown rolling for indicated crown, grade, and smoothness. Correct laydown and rolling operations to comply with requirements.
- C. Intermediate Rolling: Begin intermediate rolling immediately after breakdown rolling while hot-mix asphalt is still hot enough to achieve specified density. Continue rolling until hot-mix asphalt course has been uniformly compacted to the following density:
 1. Average Density: ninety-six (96) percent of reference laboratory density according to ASTM D 6927 or AASHTO T 245, but not less than ninety-four (94) percent nor greater than one hundred (100) percent.
 2. Average Density: ninety-two (92) percent of reference maximum theoretical density according to ASTM D 2041, but not less than ninety (90) percent nor greater than ninety-six (96) percent.
- D. Finish Rolling: Finish roll paved surfaces to remove roller marks while hot-mix asphalt is still warm.
- E. Edge Shaping: While surface is being compacted and finished, trim edges of pavement to proper alignment. Bevel edges while asphalt is still hot; compact thoroughly.
- F. Repairs: Remove paved areas that are defective or contaminated with foreign materials and replace with fresh, hot-mix asphalt. Compact by rolling to specified density and surface smoothness.

- G. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.

3.06 INSTALLATION TOLERANCES

- A. Pavement Thickness: Compact each course to produce the thickness indicated within the following tolerances:
 - 1. Base Course: Plus or minus 1/2 inch.
 - 2. Surface Course: Plus 1/4 inch, no minus.
- B. Pavement Surface Smoothness: Compact each course to produce a surface smoothness within the following tolerances as determined by using a ten- (10) foot straightedge applied transversely or longitudinally to paved areas:
 - 1. Base Course: 1/4 inch.
 - 2. Surface Course: 1/8 inch.
 - 3. Crowned Surfaces: Test with crowned template centered and at right angle to crown. Maximum allowable variance from template is 1/4 inch.

3.07 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.
- B. Thickness: In-place compacted thickness of hot-mix asphalt courses will be determined according to ASTM D 3549.
- C. Surface Smoothness: Finished surface of each hot-mix asphalt course will be tested for compliance with smoothness tolerances.
- D. In-Place Density: Testing agency will take samples of uncompacted paving mixtures and compacted pavement according to ASTM D 979 or AASHTO T 168.
 - 1. Reference maximum theoretical density will be determined by averaging results from four samples of hot-mix asphalt-paving mixture delivered daily to site, prepared according to ASTM D 2041, and compacted according to job- mix specifications.
 - 2. In-place density of compacted pavement will be determined by testing core samples according to ASTM D 1188 or ASTM D 2726.
 - a. One core sample will be taken for every 1,000 square yards or less of installed pavement, with no fewer than one (1) core taken.

- b. Field density of in-place compacted pavement may also be determined by nuclear method according to ASTM D 2950 and correlated with ASTM D 1188 or ASTM D 2726.
- E. Replace and compact hot-mix asphalt where core tests were taken.
- F. Remove and replace or install additional hot-mix asphalt where test results or measurements indicate that it does not comply with specified requirements.

3.08 DISPOSAL

- A. Except for material indicated to be recycled, remove excavated materials from project site, and legally dispose of them in State permitted landfill.

END OF SECTION

SECTION 02820 – FENCES AND GATES

PART 1 – GENERAL

1.01 SUMMARY

- A. This Section describes the requirements for chain link fences and gates.

1.02 SUBMITTALS

- A. Submit in accordance with SECTION 01330 – SUBMITTAL PROCEDURES.
- B. Product Data: Submit Manufacturer's product data for chain link fabric, fittings, hardware, posts, braces, top rails, gate frames, and accessories.
- C. Shop Drawings: Indicate plan layout, spacing of components, post foundation dimensions, hardware, anchorage, gates, and schedule of components.
- D. Material Certificates: Submit certification that chain link fabric, fittings, and hardware conform to AASHTO M 181.

1.03 WARRANTY

- A. Installation shall be complete in every detail as specified and ready for use. Any items supplied by the Contractor developing defects of design, construction, or quality within two (2) years of final acceptance by the Contracting Officer shall be replaced by such new materials, apparatus or parts to make such defective portion of the complete system conform to the true intent and meaning of the Drawings and Specifications at no additional cost to the State.
- B. Provide Manufacturer's standard form for all Fences and Gate components for a Warranty Period: Two years from date of Project Acceptance.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. Chain Link Fabric, Fittings, and Hardware
 - 1. Chain link fabric, fittings, and hardware shall conform to AASHTO M 181 and the requirements specified herein.
 - 2. Furnish zinc-coated steel or aluminum-alloy products.
 - 3. Chain link fence fabric shall be woven into approximately 2-inch mesh.
- B. Zinc-Coated Steel Fabric

1. Wire shall be No. 11 gauge for fences 48 inches or less in height.
 2. Zinc coating shall be applied by the hot-dip process after fabrication and before weaving.
 3. Zinc coating shall conform to Type I, Class D coating.
- C. Posts, Fittings, and Hardware
1. Steel pipe for posts, braces, top rails, and gate frames shall conform to ASTM A 53.
 2. Provide high-strength tubing manufactured by cold rolling and radio-frequency welding from steel conforming to ASTM A 653, Grade SS 50.
 3. All surfaces shall have a hot-dip zinc coating of 1 ounce per square foot, followed by chromate conversion coating.

PART 3 – EXECUTION

3.01 ERECTION

- A. Adjust post spacing at fence breaks and at intersections with existing fences to provide required closure.
- B. For concrete-embedded posts, braces, and anchors, install temporary guys or braces until concrete has set. Do not install fence materials or strain guys and braces until seven days after concrete placement. Crown concrete footings to shed water.
- C. Set tops of posts to the required height and alignment.
- D. Attach wire or fencing fabric firmly to posts and braces. Stretch fabric taut and install to the required height.

3.02 FENCE FABRIC

- A. Fasten chain link fabric on the designated side of posts. Position fabric to follow the ground contour with the bottom edge 2 inches above grade.
- B. Provide knuckled finish on the bottom edge of the fabric. For fabric widths 60 inches and less, provide knuckled finish on the top edge.
- C. Fasten fabric to end, corner, and gate posts using stretcher bars and stretcher-bar bands spaced at 12 inches. Fasten fabric to line posts and tension wires with tie wires or metal bands spaced approximately 14 inches on line posts and 24 inches on top rails and tension wires.

3.03 GATES

- A. Assemble gates using properly designed fittings.
- B. Use chain link fabric for gates. Attach fabric to gate frames with stretcher bars, tie wires, and suitable tension connectors spaced approximately 12 inches on center.
- C. For gate heights up to 60 inches, provide two hinges designed to clamp securely to the gate post and permit the gate to swing back against the fence.
- D. Provide gates with combination catch and locking attachment. Provide stops to hold gates open and center rests with catches where required.

END OF SECTION